

Chalk It Pro, LLC Vendor Agreement

This Vendor Agreement (this "*Agreement*") between **Chalk It Pro, LLC**, an Illinois limited liability company (the "***Company***") and the undersigned vendor ("***Vendor***") who offer Programming for sale to Customers through the Company's Marketplace as of the date this Agreement is last signed by each of the Parties (the "***Effective Date***"). The Company and Vendor may be referred to in this Agreement singly as a "***Party***", or together as the "***Parties***".

Background: The Company is in the business of creating and operating a fitness community and training platform online and through its web-based and/or mobile application (the "***Platform***") which promotes and sells through its marketplace (the "***Marketplace***") a variety of online and/or print training modules, workshops, videos, articles, posts, courses, and other market driven strategic vehicles as may be developed from time to time (collectively "***Programming***") to a range of end users (each a, "***Customer***"). The Vendor is in the business of creating Programming and desires to offer its Programming to Customers via the Marketplace on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the Parties agree as follows:

1. Obligations of the Parties.

(a) Vendor Obligations - Programming Development. Vendor shall develop and provide the Programming to be offered on the Marketplace, for purchase by Customers, for the duration of this agreement. Programming may include, without limitation, online written and video teaching workout programs, slideshows, informational brochures, webinars, and other delivery of specialized expertise created by the Vendor. Vendor shall use commercially reasonable efforts to promote and market its Programming to its community and direct its community to the Marketplace to subscribe for its Programming through the Platform. Vendor is responsible for all activities appearing in the Programming and assumes all risk and

liability relating the Customer's use of the Programming.

(b) *Company Obligations - Promotion.* Company shall offer its Marketplace Vendor's Programming to Customers who access the Platform. The Company shall use its commercially reasonable efforts, at its expense, to promote and market the Marketplace and may in its sole discretion also promote and market Vendors and other Vendors' Programming from time to time.

(c) *During the Term of this Agreement,* Vendor shall not sell its Programming through any other person, entity, or means other than the Marketplace without the express written consent of the Company set forth in Schedule B.

(d) The Company represents and warrants to Vendor that the Marketplace and Platform will be of good quality, consistent with the highest standards in the Company's industry. Vendor will be entitled to access all developments and improvements of the Platform and Marketplace as the Company may make in the future. Additional features that may be added over time by the Company may be offered to Vendor as included in the pricing contained herein or for an additional fee as the parties may agree at such time

(e) Subject to all other terms and conditions of this Agreement, Vendor grants to the Company a non-exclusive, transferable, non-sublicensable license during the Term to perform, display, transmit and distribute on the Platform solely to Customers, the subscribed for Programming. The foregoing includes the right to permit Customers to access the Programming solely for their own non-commercial personal end use and not for redistribution and otherwise subject to Vendor's or the Company's terms of use, as applicable.

(f) Vendor shall be responsible for all Customer support, feedback, or complaints as it relates to its Programming or other content, trials, publishing schedule, discounts or refunds. Vendor shall publicly provide and actively monitor an email or similar channel for Customer support. The Company shall be responsible for all technical support as it relates to the Platform, Company shall publicly provide and actively monitor an email or similar channel for Customer support.

Vendor shall use its best efforts to promote and migrate existing subscribers to the Company's platform and will avoid taking payment for programs offered through the Company's platform in an external payment gateway without the express written consent of the Company set forth in Schedule B.

(h) Any additional terms and conditions of the arrangement among the Parties shall be set forth on Schedule B to this Agreement, which is incorporated herein by reference. If there is not such Schedule B, or Schedule B is blank, it shall be concluded that no such additional terms apply to this Agreement.

2. Pricing and Payment.

(a) The compensation due to each Party for this Agreement shall be set forth on Schedule A, which is incorporated herein by reference. Compensation shall be expressed as a percentage of fee due from Customer (the “**Fee**”) paid by the Customer to subscribe for and purchase any item of Vendor's Programming offered on the Marketplace. Vendor is responsible for setting the Fee for its Programming or any discount thereof. Payment of each Party's portion of the Fee will be made to each Party on the same timing and frequency as the same is made by the Customer through the Connected Account (defined below).

(b) The Parties anticipate that any and all of the various costs required to begin and complete the Programming development and other tasks necessary for the satisfactory completion of Programming, including without limitation video and audio production and editing, course material outlines or handouts, printing, website hosting and front end and back end development, graphics, virtual or other assistants, legal costs, marketing, advertising, promotion, taxes, and travel shall be paid by and the sole responsibility of the Vendor.

(c) The costs of developing the Platform and the Marketplace shall be borne solely by the Company.

(d) For so long as there is any payment obligation among the Parties or from a Customer relating to Vendor's Programming, Vendor will be required to set up and maintain a Stripe account ("**Connected Account**") to process payments through the Marketplace. The Connected Account must be connected to the Platform's Stripe account in order to process payments. Vendor will be responsible for the cost of the Stripe fees, refunds and chargebacks for the Connected Account. As a result of this designation, Vendor bears the costs and risks of collection, including without limitation chargebacks and processing fees. Customers will pay for Programming through this Stripe Connect channel and such payments will be split among the Parties in accordance with Schedule A as and when made by the Customer. In the event of a chargeback or other refund, the Company shall not be responsible to contribute pro rata (or at all) to such refund and the portion of the Fee due to the Company shall be considered earned and non-refundable upon submission of payment by the Customer.

3. Marketing.

(a) Vendor shall provide Company access to Vendor's marketing materials, including Programming copywriting and other promotional materials, which may include mailing lists and other information about its customers, prospective customers, and Vendor contacts; provided, however, Vendor may in its discretion not provide its customer list and instead promote its Programming directly via their website, app, or in tangible form in their gym to Vendors customers and community. Vendor further provides Company permission and license to use such information to promote and sell Programming to Customers in any manner whatsoever. Vendor understands that in order to access the Programming through the Platform, a Customer must create an account with the Company. The account and the information provided by the Customer is owned by the Company without affecting the relationship that Vendor may have with such Customer. Vendor further agrees that it will promote the Marketplace on its website, mobile application, or in tangible form at their gym.

(b) Vendor hereby grants to Company a limited, non-exclusive, royalty-free license to use Vendor's name, image, and Trademarks or

service marks solely for the purpose of promoting and selling Programming pursuant to this Agreement.

(c) The Company hereby grants to Vendor a limited, non-exclusive, royalty-free license to use the Company's name, image, and Trademarks or service marks solely for the purpose of promoting and selling Programming pursuant to this Agreement.

4. Representations and Warranties of Vendor. Vendor hereby represents and warrants that:

(a) the Programming does not infringe on the intellectual property rights of any third party;

(b) that the execution and performance of this Agreement does not and will not violate or interfere with any other agreement to which it is a party;

(c) it is duly organized and in good standing under the laws of the jurisdiction of its incorporation or existence;

(d) it has all right, power, and authority to enter into and perform this Agreement;

(e) that it is not presently the subject of a lawsuit, claim, petition in bankruptcy;

(f) it will not enter into any Agreement that will interfere with its obligations hereunder or its performance of any of the terms and provisions hereof;

(g) Vendor has and will continue to have terms of use that contain provisions explaining the inherent danger of the activities performed in the programming, limiting Vendor's liability for bodily harm, death, or property damage, and other such terms customary relating to the types of activities in the Programming;

(h) Vendor has the required skill, experience, and qualifications to offer the activities appearing in the Programming.

5. Intellectual Property Rights; Indemnification.

(a) Programming is Owned by Vendor. The Parties intend to the fullest extent practicable, that Vendor shall own all title, right, and interest to all Programming of all manner created or produced and all Intellectual Property Rights therein. Vendor hereby grants to the Company an exclusive, royalty-free license to the Programming and all Intellectual Property Rights therein for the Term of this Agreement to be used in any way that the Company considers reasonable in connection with the operation of the Platform and selling the Programming.

(b) Indemnification. Vendor shall indemnify, hold harmless, and defend the Company and its officers, directors, employees, agents, affiliates, successors, and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and costs, incurred by the Company arising out of or resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether in law or equity of a third party alleging or relating to: **(i)** Vendor's breach of this Agreement, including without limitation any representation or warranty herein; **(ii)** any infringement of intellectual property rights of a third party, regardless of whether Vendor was aware of such rights, caused by the Programming; **(iii)** Vendor fails to comply with any law of regulation with respect to the Programming or the activities contemplated therein; **(iv)** any act or omission of Vendor that results in damages or harm to the Company or a Customer; **(v)** the activities appearing in the Programming; or **(vi)** any bodily harm, death, or property damage of a Customer

(c) All Intellectual Property Rights in the Platform and Marketplace, and all improvements and/or developments thereof, shall remain the sole property of the Company.

(d) Definitions.

(i) “Intellectual Property Rights” means all industrial and other intellectual property rights comprising or relating to: **(a)** all patents (including all reissues, divisionals, provisionals, continuations, and continuations-in-part, re-examinations, renewals, substitutions, and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents, and patent utility models); **(b)** Trademarks; **(c)** internet domain names, whether or not Trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; **(d)** works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, application programming interfaces, architecture, mask works, files, records, schematics, data, data files, and databases and other specifications and documentation; **(e)** Trade Secrets; and **(f)** all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the laws of any jurisdiction throughout in any part of the world.

(ii) “Trademarks” means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names, and domain names and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection in any part of the world.

(iii) **"Trade Secrets"** means all inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures, and other confidential and proprietary information and all rights therein.

6. Non-Solicitation. To protect the Company's Confidential Information, Vendor agree that during the term of this Agreement and for a period of one year after the termination date of this Agreement, Vendor will not

(a) directly or indirectly solicit or induce any employee of the Company to terminate or negatively alter his or her relationship with the Company or

(b) directly or indirectly solicit the business of any client or customer of the Company (other than on behalf of the Company) or

(c) directly or indirectly induce any client, customer, supplier, vendor, Vendor or independent contractor of the Company to terminate or negatively alter his, her or its relationship with the Company. If any restriction set forth in this Section is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

7. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, **"Confidential Information"**). Confidential Information shall not include information that, at the time of disclosure is:

(a) in the public domain;

(b) known to the receiving party at the time of disclosure; or

(c) rightfully obtained by receiving party on a non-confidential basis from a third party. The receiving party shall not disclose any such

Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to perform its obligations hereunder. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8. Relationship of the Parties. Vendor's relationship with The Company will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Vendor

(a) is not the agent of Company;

(b) is not authorized to make any representation, contract, or commitment on behalf of Company;

(c) will not be entitled to any of the benefits that Company makes available to its employees, such as group insurance, profit-sharing or retirement benefits (and waives the right to receive any such benefits); and

(d) will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Vendor's performance of services and receipt of fees under this Agreement. If applicable, Company will report amounts paid to Vendor by filing Form 1099-MISC with the Internal Revenue Service, as required by law. Vendor agrees to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on fees paid to Vendor under this Agreement. The Company will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Vendor's behalf. Vendor hereby agrees to indemnify and defend Company

against any and all such taxes or contributions, including penalties and interest. Vendor agrees to provide proof of payment of appropriate taxes on any fees paid to Vendor under this Agreement upon reasonable request of Company.

9. Term and Termination.

(a) This Agreement will begin on the Effective Date and continue for a period of twelve (12) months (the "**Initial Term**").

(b) Following the Initial Term, unless written notice of intent not to renew is provided by either party at least ninety (90) days prior to the scheduled expiration date of the then current term, this Agreement shall be automatically renewed for successive twelve (12) month additional terms (the Initial Term and any successor renewal term is referred to as the "**Term**").

(c) All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

(d) Without limiting the foregoing, during any period when notice of non-renewal or termination has been delivered, the Parties agree to continue to perform their respective obligations hereunder through the end of such notice period. If the terminating party is Vendor, Vendor agrees not to end access to Programming or otherwise act or fail to act in such a way that would be harmful to the Company or a Customer during the notice period. If Vendor stops its Programming during any notice period, Vendor will remain responsible for the Fees to the Company as if the number of Customers subscribing on the stoppage date continued to subscribe for the Programming through the end of the Term.

10. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by final and binding arbitration in accordance with the United States Federal Arbitration Act and the American Arbitration Association's ("**AAA**") Commercial Arbitration Rules then in force. If the parties fail to reach a

settlement of their dispute within thirty (30) days after the earliest date upon which one of the parties notifies the other(s) in writing of the existence of and its desire to attempt to resolve the dispute, then the dispute shall be promptly submitted to arbitration.

The Parties further agree to conduct arbitration under this Section with the following terms: the number of arbitrators shall be one (1) which shall be selected by the AAA after the AAA submits a list of potential arbitrators to each Party and each Party has an opportunity to object to certain arbitrators on the list; the place of arbitration shall be DuPage County, Illinois, United States; the language(s) to be used in the arbitral proceedings shall be English; and the award of the arbitrators shall be accompanied by a statement of the reasons upon which the award is based. The proceedings, award, and the statement of reasons shall be confidential.

The judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. Arbitrators' award under this Section may be enforced in accordance with the United Nations Convention on Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the "*New York Convention*").

THE PARTIES ACKNOWLEDGE AND AGREE THAT BY AGREEING TO FINAL AND BINDING ARBITRATION, EACH PARTY IS WAIVING ITS RIGHT TO A TRIAL BY JURY.

11. Miscellaneous.

(a) Governing Law and Venue. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Illinois, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Vendor hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in which Company's principal place of business is located for any lawsuit filed there against Vendor by Company arising from or related to this Agreement. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses

of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

(b) Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

(c) Assignment. The Company will have the right at all times to assign any of its rights or obligations under this Agreement without Vendor's consent. The Vendor's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by Vendor without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

(d) Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

(e) Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(f) Entire Agreement. This Agreement, combined with the

Background paragraph above, and any Exhibits or other attachments, where are incorporated by reference, is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Vendor and CEO of the Company. The terms of this Agreement will govern all services undertaken by Vendor with the Company.

(g) Limitation of Liability. THE COMPANY SHALL NOT BE LIABLE TO VENDOR FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE ARISING OUT OF THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LICENSE, USE, OR OTHER EMPLOYMENT OF THE PROGRAMMING, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO THE COMPANY IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THERE SHALL BE ONLY ONE AGGREGATE LIABILITY CAP UNDER THIS AGREEMENT EVEN IF THERE ARE MULTIPLE CLAIMS; EACH CLAIM SHALL REDUCE THE AMOUNT AVAILABLE IN THE AGGREGATE LIABILITY CAP. FURTHER, THE COMPANY SHALL NOT BE LIABLE TO VENDOR OR ANY CUSTOMER FOR BODILY HARM, INJURY, DEATH, OR PROPERTY DAMAGE RELATING TO THE ACTIVITIES APPEARING IN THE PROGRAMMING AND VENDOR ASSUMES FULL RESPONSIBILITY FOR SUCH ACTIVITIES.

[Signature Page Follows]

In Witness Whereof, the parties have executed this Vendor Agreement as of the Effective Date.

Chalk It Pro, LLC:

(Signature)

By: Nathan Steele

Title: Chief Executive Officer

Date: MM/DD/YEAR

The Vendor:

(Signature)

By:

Title:

Date: MM/DD/YEAR

Schedule A

Platform Setup: \$0.00 (no fee)

Monthly Minimum Fee: \$0.00 (no minimum)

Platform Fee:

The Company shall be paid a fee of 20% of the gross payment amount for each transaction.

Schedule B

The following terms are incorporated into the Vendor Agreement:

Terms:

1. Company understands that the Vendor currently sells programming through its owned channels. The Company grants consent to the Vendor to sell, take payments and deliver programming to new customers and existing customers through its owned channels.