

## CLIENT AGREEMENT TERMS

These Client Agreement Terms (“Client Agreement Terms”) define the terms and conditions under which Devoted CG Corporation (“We”, “us”, “our” or “Devoted”) offers and you (“Client”) agree to receive Services from us, are part of and incorporate by reference the our Terms of Use.

These Client Agreement Terms are in addition to and, except where explicitly stated, do not supersede, replace, or limit other similar terms in the Terms of Service. Capitalized terms not defined herein are defined in the User Agreement or elsewhere in the Terms of Service.

IN ORDER TO USE OUR WEBSITE, YOU AGREE TO BE BOUND BY THE DIRECT CONTRACT TERMS. IF YOU DO NOT ACCEPT THESE TERMS YOU MAY NOT USE OUR SERVICES.

### 1. SERVICES

1.1 **General.** Devoted will provide certain consulting, project management and product development services to Client and any additional services for Client that are mutually agreed to by Client and Devoted to be added under these Client Agreement Terms (“**Services**”). All Services shall be described in detail in Project Assignments - a request for proposal (RFP) with project description and applicable terms made on the Website and accepted by Devoted (or Vendor if applicable) (each a “**Project Assignments**” or “**PA**”). Each Project Assignment shall be treated on a fully separate basis. Disputes (if any) under one Project Assignment shall have no effect on payments under any other PA (no cross-collateralization).

1.2. **Change Request.** Any requested changes by Client to the Deliverable Scope or Project Assignment terms (as defined below) shall be agreed with Devoted (each a “**Change Request**”). Such changes shall be in full force and effect only after approval of both Parties.

“**Deliverable Scope**” means the scope of Services to be provided and Deliverables to be delivered according to Client’s written request on the Website.

1.3. **Intermediate Feedback.** Client is bound to provide intermediate feedback on Deliverables in progress to Devoted in a timely manner, but not later than within two (2) business days Devoted’s request. Client acknowledges that failure to do so may be deemed Forced Delay.

1.4. **Delays.** If Devoted is unable to provide any Deliverable on its due date, due to a delay from Client or a third party (including, but not limited to Client’s publisher, platform holders), and through no fault of Devoted or (Devoted vendor, contactor, supplier) (“**Forced Delay**”), then any applicable due date will be extended by the same amount of time as the applicable Forced Delay.

#### 1.5 Acceptance of Services.

**(A) Fixed Price contracts (with predefined deliverables).** Upon completion of Services pursuant to applicable PA, Client shall have five business (5) days in which to accept or reject the Deliverables by sending the correction request. A correction request shall include a clear description of nonconformities to PA’s requirements and exhaustive list of changes that must be made before Client will approve such deliverables. If Client does not issue the notice of correction request as mentioned, Deliverables shall be deemed accepted by Client. Devoted shall make the appropriate corrections as soon as reasonably possible and resubmit the corrected Deliverables to Client subject to these same provisions.

**(B) Under Time and Material and Dedicated Team-contracts** Service to be accepted based on Report approval. Devoted and Dedicated Team generate reports with tasks complete and time spent for Client’s review (“**Report**”) . Unless a good-faith dispute has been started by Client within 5 business days upon

Report delivery, the Report shall be deemed approved and Services for the corresponding reporting period – accepted.

1.6. For the avoidance of doubt, notwithstanding anything to the contrary in these Client Agreement Terms or PA: (i) accepted deliverables and Services must always be fully paid by Client; (ii) ultimately rejected non-billable deliverables shall be excluded from Deliverable Scope and subject of these Client Agreement Terms; (iii) good-faith disputes (if any) with respect to certain deliverables shall not affect acceptance of future deliverables or payment for already accepted deliverables or Services.

## **2. PAYMENT**

2.1. **Fees.** In consideration of the provision of the Services and IP rights transfer, Client will pay Devoted for Services accepted and invoiced within fifteen (15) days of the invoice date. Timely payment to the Devoted is of the essence of these Client Agreement Terms. In the event of Client's failure to comply with any payment obligations Devoted may suspend any or all Services and Deliverables provision under these Client Agreement Terms upon a respective written reminder to Client until full payment receipt. For the avoidance of doubt, such suspension, however, shall not release Client from any current or future payment obligations hereunder, which shall remain in full force and effect.

2.2. **Taxes and transfer fees.** Devoted shall calculate and charge Client for applicable sales, GST or VAT imposed by any governmental entity for products or services provided under these Client Agreement Terms, excluding only taxes based solely on Devoted's net income or arising from the employment relationship between Devoted and its personnel. Any sums due to the Devoted shall be paid to the Devoted free from any bank commissions, transfer fees or similar expenses incurred in connection with such payment.

## **3. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.**

3.1 **Deliverables.** Devoted agrees to deliver all work, including without limitation, art, materials, graphic designs, software or other items made in performance of the Services (collectively, "**Deliverables**") in consideration for payment to be made by Client. To the fullest extent legally possible, all services and Deliverables paid by Client will be work made for hire and owned exclusively by Client. Regardless of whether its services are legally work made for hire, all Deliverables will be the sole property of Client, provided that Deliverables and applicable Services are paid by Client. In consideration of payment duly made by Client, Devoted irrevocably transfers and assigns to Client, all rights, titles and interest in and to the Deliverables, ownership and intellectual property or proprietary rights (collectively, "**Intellectual Property Rights**") therein. For the avoidance of doubt, notwithstanding anything else in these Client Agreement Terms, rejected and unpaid Services and deliverables shall not be included into final "Deliverables" scope, shall neither be owned, nor used by Client, provisions of this Section shall not be applicable to such deliverables.

3.2 **Devoted Materials.** Client acknowledges and agrees that the Deliverables may incorporate certain of Devoted' proprietary techniques, know-how, methodologies, patentable ideas, processes and trade secrets that existed prior to the commencement of Services, are not specific to Client and are of general applicability to the services Devoted provides across its entire client base (collectively, the "**Devoted Materials**"). Client acknowledges and agrees that Devoted shall retain exclusive ownership of the Devoted materials, including but not limited to any copyrights, patents, trademarks, trade secrets, and other intellectual property rights in or related to the Devoted Materials; provided, however, that Devoted hereby agrees to grant to Client a worldwide, perpetual, royalty-free, irrevocable, transferable, sub-licensable and non-exclusive license to copy, distribute, modify and otherwise use the Devoted Materials. Devoted will not incorporate any third-party Intellectual Property Rights in any Deliverables except as specifically authorized by Client and identified in the applicable Project Assignment.

3.3 **Third-Party Materials.** To the extent that any materials, content, assets, or rights obtained from, provided by, owned by, or otherwise under the control of third-parties are included in the Deliverables ("**Third-Party Materials**"), Client shall not own such Third-Party Materials and Devoted shall obtain at no cost to Client (or as otherwise expressly agreed in writing), all necessary rights, licenses, consents, permits and approvals for Client to copy, distribute, perform, modify and otherwise use such Third-Party Materials, throughout the universe in perpetuity and without restriction of any kind or nature, to the extent included or embodied in the Deliverables.

3.4. **Publicity.** Unless explicitly prohibited by Client in written and prejudice to the Confidentiality and Intellectual Property Rights provisions hereunder, Client grants Devoted (and Devoted's subcontractors engaged for PA) the non-exclusive, royalty-free, worldwide, revocable right to publicly perform, publicly display Deliverables (to the extent its available to the public) and Companies logo, in portfolio on the website and advertising materials.

#### 4. **NON-SOLICITATION AND NON-CIRCUMVENTION**

4.2. **Non-solicitation.** During the term of any active Project Assignment and for a period of 6 month following its termination, Client (i) shall not directly or indirectly engage or solicit or otherwise take away Devoted's employees, contractors and vendors, Client became aware of as a result of engagement with Devoted or from Devoted's Website; and (ii) undertakes not to circumvent, avoid, bypass, or obviate Devoted in order to become engaged in a bilateral agreement with Devoted's vendors, and/or contractors directly, except through Devoted's Website. This section is of the essence of these Client Agreement Terms.

#### 5. **REPRESENTATIONS AND WARRANTIES**

5.1 Both Parties represent, warrant and agree that: (i) each party has the full power and authority and is free to enter into these Client Agreement Terms and to perform its obligations hereunder; (ii) the making of these Client Agreement Terms does not violate any agreement, right or obligation existing between such party on the one hand, and any other person, firm or corporation, on the other hand; and (iii) no consents of any third parties are required for the party to enter into these Client Agreement Terms.

5.2. Client hereby represents and warrants that (i) to the best of Client's knowledge, any Client's pre-existing materials will not infringe on or violate any copyright, patent or any other proprietary right of any third party and will not contain any content, materials or services which violate any applicable law, regulation or third party right; (ii) Client is adequately financed to meet any financial obligations it may be required to incur hereunder.

5.3. Each party hereby agrees to indemnify, defend, and hold the other party, harmless from and against any and all claims, losses, costs, judgments, settlements, damages and expenses and including reasonable counsel fees (collectively, "Claims") caused by breach by the indemnifying party of any of the warranties, representations and agreements made by it hereunder, provided that indemnifying party shall have the right to control and defend any claim or action covered hereunder with attorneys of its choosing.

#### 6. **TERM AND TERMINATION**

6.1. **Term.** These Client Agreement Terms commence as of the date of first Project Assignment date and shall remain in force and effect until as long as the Client is using the Website (the "**Term**").

6.2. **Termination for no cause.** Either Client or Devoted may terminate its engagement under these Client Agreement Terms at any time for any reason provided there is no active PA.

### 6.3. **Termination for cause.**

6.3.1. **Material breach.** Upon the occurrence of material breach of these Client Agreement Terms by a Client, which remains uncured for a period of five (5) business days following receipt of written notice, Devoted may terminate its engagement with Client under these Client Agreement Terms in full or partially with respect to specific PA .

### 6.4. **Effect of Termination.**

6.4.1. **For no cause.** Devoted shall be entitled to the previously agreed fee for work performed prior to termination becoming effective, provided however that Client receives all previously agreed Deliverables.

6.4.2. **For cause.** Upon termination of Devoted's engagement with Client due to Client's breach (i) Devoted will deliver to Client Deliverables paid by the Client; (ii) with respect to unpaid deliverables and Services only, all Intellectual Property Rights previously transferred to Client from Devoted shall revert back to Devoted.

6.5. **Survival.** Obligations, which, according to their nature, are destined to continue also after the termination of these Client Agreement Terms, including but not limited to Sections 3 ("Ownership and Intellectual Property Rights"), 4 ("Non-solicitation"), 5 ("Representations and Warranties), 6 ("Term and Termination"), and 7 ("General") will survive the expiration or termination of these Client Agreement Terms.

## 7. GENERAL

7.1. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAYABLE BY COMPANY TO DEVOTED DURING THE PREVIOUS 12 MONTH BEFORE THE CLAIM.

7.2. **Assignment.** Client may not assign or transfer any rights or delegate any obligations under these Client Agreement Terms, in whole or in part, without prior written consent of Devoted. Any attempted assignment, transfer or delegation, without such consent, will be void. Subject to the foregoing, these Client Agreement Terms will be binding upon and will insure to the benefit of the parties permitted successors and assigns.

7.3. **Governing law and dispute resolution.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. In the event that the parties are unable to resolve any Dispute informally, then such Dispute shall be submitted to final and binding arbitration pursuant to the substantive and procedural provisions of the Federal Arbitration Act ("FAA"). The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, and such action must be brought in the City and County of Los Angeles. Neither Client nor Devoted may bring any claim on behalf of any other person or entity, whether in a collective, representative or class action or any other basis.

7.4. **Severability.** If any provision of these Client Agreement Terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Client Agreement Terms will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

7.5. **Notices.** All notices, consents and approvals under these Client Agreement Terms shall be given in writing via Devoted Website at the respective email addresses set forth in PA and indicated by Client at Client's portal. Any general notices, to be given to Devoted should be sent to Devoted's support mail or with respect to specific Project Assignment terms – to the project manager responsible for such Project Assignment.

7.6. **Data collection and protection.** Parties hereby agree that in line with cooperation under these Client Agreement Terms and subject to Confidentiality provisions and Privacy Policy, Client consents to the collection, processing, transmission and storage by the Devoted, in any form whatsoever, of data of a technical, professional or commercial nature received in connection with these Client Agreement Terms for the purpose of improving its current or development of new products and services for the Clients. Devoted may share such information with Clients or Devoted's affiliated persons or trustee or any person who obtains control of the Company or acquires the company.

7.7. **Modifications.** Subject to the conditions set forth herein, Devoted may amend these Client Agreement Terms and any of the other agreements that comprise the Terms of Service at any time by posting a revised version on its Website. Devoted will provide reasonable advance notice of any amendment that includes a substantial change in Devoted fees by posting the updated Client Agreement Terms on the Site and providing notice on the Website or by email. Any revisions hese Client Agreement Terms will take effect on the noted effective date. No modification or amendment to the Terms of Service will be binding upon Devoted unless they are agreed in a written instrument signed by a duly authorized representative of Devoted or posted on the Website.

Last modified and effective as of \_\_\_\_\_ (e.g 26/January/2023).