

## Digital Remedy Content Promotion Agreement

This Content Promotion Agreement ("Agreement") is entered by CPX Interactive LLC, d/b/a Digital Remedy ("Publisher") and the entity ("Company") that accepts this Agreement by signing an insertion order ("IO"). This Agreement governs advertising or content delivered through Company's Social Media pages, accounts, or platform(s).

In consideration of the following mutual agreements, the Parties agree as follows:

1. SERVICES. Subject to the terms and conditions herein, Company and Publisher agree to collaborate non-exclusively in the placement of sponsored content according to the IO(s) signed in relation hereto. In performance of those services, Company and Publisher agree to the following:
  - a. Publisher will provide original, unique, and/or evergreen content to Company ("Content").
  - b. Publisher and Company will work together in good faith to ensure Content meets Company's audience and brand standards. Company will provide Publisher with direction on Content as required to fulfill obligations.
  - c. Company will provide timely replies and input to Publisher and approval or disapproval to Content recommended or Content created by Publisher for posting by Company. Company shall post the Publisher suggested posts and posting, timing and details of posting is and will be organized and scheduled as agreed to between Company and Publisher. Company shall not reject posts unreasonably.
  - d. Publisher will provide Company with Content specific for Company's Social Media platforms(s), including page(s). Company agrees to publish the amounts of Content on the Social Media accounts listed in the IO.
  - e. Publisher and Company will coordinate specific details and adhere to agreed dates and times to post Content appropriately. Company will provide specific and timely feedback of where and when provided links have been posted. Company understands that coordination of post timing is critical to mutual success and maximum revenue generation between Company and Publisher.
  - f. Alternatively, Company can provide Publisher with login access to its Social Media Platform(s)/Page(s) and Publisher will schedule posts and content previously agreed upon by the parties. Company would then login and accept them in order for them to go live. All logins provided would be treated as Confidential Information, as provided herein.
  - g. Company may provide Content to Publisher to host on Publisher site(s) which may include images, videos, written works, or other materials provided by Company. Company understands that any such Content provided to Publisher is provided with a non-exclusive perpetual license to Publisher. Company further represents that it has proper, rights, and interest in Content

provided in order to provide said Content to Publisher. Any claims of copyright violation and/or other claims arising from Content provided to Publisher by Company will be managed by Company who will defend and hold Publisher harmless of all claims related to any 3rd party disputes with Publisher, and Company will be liable for all claims and damages, including legal fees incurred by Publisher from any content provided by Company.

h. For Revenue Share agreements:

- i. Publisher will pay Company a percentage listed in the IO of Gross Publisher Revenue derived from traffic generated by Company's managed social media properties ("Gross Company Revenue"). Gross Publisher Revenue includes gross ad revenues earned from direct and 3rd party advertisers, generated from traffic fulfilled and measured off Publisher server reports and which may be tracked and measured with use of tracking affiliate codes or UTM tracking to identify traffic from Company's Social Media platform(s)/page(s) and/or other page(s)/site(s) approved by Publisher. Unless otherwise modified in the IO(s), Publisher will pay the Gross Company Revenue to Company within sixty (60) days of the close of the month in which ad revenues were generated on Publisher site or platform.
- ii. Company will be provided with weekly reporting in the form of an email, which will include information about the total revenue generated on Publisher site from Company's traffic sources. All numbers will be certified at the end of each month. All data provided to Company will be accurate per Publishers reporting methodologies and standard ad delivery and measurement platforms. Company has no right to request a copy of Publisher's analytics records and/or financial statements. Company has no right to conduct an audit to review the records used to assess the compensation described herein.

2. REVENUE. Publisher will pay Company the flat rate payment as explained in the IO.
3. RELATIONSHIP OF THE PARTIES. Neither Party will be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.
4. TERM & TERMINATION. The term of this agreement, unless otherwise specified in the IO(s), is month-to-month with pricing and payment per post as provided in IO(s). The parties may agree to continue this agreement on a monthly or per post basis. The agreement can be terminated by either party upon the completion of a post and before the start of a subsequent post. All payments due hereunder will be paid out on Net terms, as provided.
5. LIMITATION OF LIABILITY. Under no circumstances will Publisher be liable to Company for any amount greater than the then accrued Revenue at any given time. Publisher will not be liable for any indirect, consequential, or special damages in any form.
6. REPRESENTATIONS AND WARRANTIES. Company represents and warrants that: (i) it has full power

and authority to enter into and perform this Agreement; and, (ii) in performing the services it will comply with all applicable laws, including but not limited to federal and state laws and regulations.

7. INDEMNIFICATION OF PUBLISHER. Company agrees to indemnify, defend, and hold harmless Publisher and its owners, partners, officers, directors, managers, employees, agents, assistants, attorneys, and other representatives, as well as any predecessors, successors, and affiliates from and against any and all claims, demands, causes of action, judgments, damages, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Loss") arising out (a) any act or omission or breach of this Agreement by Company; and, (b) Company's gross negligence or willful misconduct. Publisher will retain control over the defense of, and any resolution or settlement relating to, such Loss. Company will cooperate with Publisher and will provide reasonable assistance in defending any such claim.
8. INDEMNIFICATION OF COMPANY. Publisher agrees to indemnify, defend, and hold harmless Company and its owners, partners, officers, directors, managers, employees, agents, assistants, attorneys, and other representatives, as well as any predecessors, successors, and affiliates from and against any Loss arising out of (a) any act or omission or breach of this Agreement by Publisher; and, (b) Publisher's gross negligence or willful misconduct. Company will retain control over the defense of, and any resolution or settlement relating to, such Loss. Publisher will cooperate with Company and will provide reasonable assistance in defending any such claim.
9. CONFIDENTIALITY.
  - a. During the term of this Agreement, each party ("disclosing party") may disclose to the other party ("receiving party") information which is the confidential and proprietary information of the disclosing party and not generally known to the public ("Confidential Information"). The receiving party agrees that during, and for a period of three (3) years after the term of this Agreement it shall (a) use the disclosing party's Confidential Information only in furtherance of its obligations under this Agreement; (b) not disclose the disclosing party's Confidential Information, except to employees and contractors on a "need to know" basis, in order to allow the receiving party to perform under this Agreement; and, (c) use at least the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information, but in no event less than reasonably prudent care. Each of the parties hereto hereby agrees to bind its employees and contractors to the obligations stated in this Section. Notwithstanding the foregoing, information shall not be considered Confidential Information if the receiving party can document that: (i) it has been published or is otherwise readily available to the public other than by breach of this Agreement; (ii) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (iii) it was known to the receiving party without restriction prior to its first receipt from the disclosing party; or, (iv) was independently developed by employees of the receiving party without any access or reference to the disclosing party's Confidential Information. The receiving party may disclose the disclosing party's Confidential Information pursuant to a court order, provided that the receiving party notifies the disclosing party in writing prior to any such disclosure and that the receiving party employs its best efforts to obtain a protective order therefor.
10. MISCELLANEOUS.

- a. Notices. All notices under this Agreement will be in writing and mailed to the addresses designated herein or to such other address as either party may designate to the other by written notice, and will be effective upon receipt. Written notice will be made in the form of registered or certified letter delivered by Federal Express (or other reputable overnight delivery service which maintains a record of delivery) confirmed facsimile transmission or acknowledged receipt of electronic mail.
- b. Waiver. No failure or delay by either party in exercising any right or remedy under this Agreement will operate or be deemed as a waiver of any such right or remedy.
- c. Severability. Should any provision of this Agreement be held invalid or unenforceable or in conflict with the law of any controlling jurisdiction, that provision will be severed from this Agreement and the validity of the remaining provisions will not be affected by such holding.
- d. Mediation and Arbitration. In the event of a dispute, the Parties shall submit to formal mediation by a single mediator agreed upon by both Parties. In the event mediation fails to resolve the dispute, the Parties shall submit the dispute to formal arbitration in New York City before a single arbitrator agreed upon by both Parties and administered by the American Arbitration Association in accordance with that organization's applicable rules and regulations in place at the time of the dispute's submission.
- e. Applicable Law. This Agreement is governed by the laws of the state of New York without regards to principles of conflicts of law.
- f. Amendments. No amendment of any provision of this Agreement will be effective unless the same will be in writing and signed by Company and Publisher.
- g. Survival. Sections 5, 6, 7, 8, 9 will survive termination of this Agreement.
- h. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or meaning of this Agreement of any portion hereof.
- i. Entire Agreement; Modification. This Agreement (together with IO(s)) constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement replaces and fully supersedes any prior verbal or written understandings, communications, or representations between the parties. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Publisher and Company by their duly authorized representatives. Where there is conflict in material terms between these terms and the IO(s), the terms contained in the IO shall prevail.
- j. Counterparts. This Agreement may be executed in counterparts, each of which will be an original, and both of which together will constitute one and the same document.

The parties have executed this Agreement as of the Effective Date.