

VIRTUAL EVENT SERVICES AGREEMENT

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Operator and the Customer hereby agree as follows:

1. Services and Compensation Terms:

- a. **Scope of Services.** The Operator shall provide the services specified in the “CBT Services” attached hereto as Exhibit A and incorporated herein by this reference (the “Services”); the date of such Services, the “Event Date”.
- b. **Quote Proposal:** In the event of any inconsistency between the terms of the Quote Proposal and this Agreement, the terms of this Agreement shall govern.
- c. **Address Submission Date:** The remaining balance of the Event Fee, after giving effect to any adjustments or payments, shall be due 10 business days prior to the Event Date (the “Payment Deadline”). At this time, you will submit to the Operator a completed “Address Submission Template” referenced in Exhibit A (the Template). If the Template has not been submitted by this date, you will be required to move to a different date at no charge to the Customer.
- d. **Event Fee:** For the services rendered pursuant to this Agreement, the Operator shall be compensated as specified in the Quote Proposal (the “Event Fee”). The final Event Fee will be determined at the Payment Deadline based on the total number of recipients who received gift boxes as referenced in the Address Submission Template.
- e. **Refund Policy:** The Event Fee is non-refundable. The experience date may be changed with 7 days notice for a full credit less a \$250 administration fee. If the date is changed, no new gift boxes will be provided.
- f. **Method of Payment:** All amounts payable to the Operator pursuant to this Agreement shall be made by ACH or credit card. All credit card payments will be subject to a 4% processing fee.

2. Packaging, Shipping, Delivery Terms:

CBT is a virtual events and marketing company that facilitates the purchase of products from its preferred retailers and manufactures (“our Vendors”) on your behalf. CBT guarantees freshness and 100% quality of all products offered by its preferred retailers and manufacturers. We issue refunds or replacements when possible for a product that arrives damaged as long as we are notified within 48 hours from package delivery. The act of engaging in CBT’s services authorizes CBT to engage a common carrier on your behalf for shipment of product. We will use commercially reasonable efforts to properly pack and ship or personally deliver products and provide you with shipment documentation and tracking information for the products. Our gift boxes may be packaged with insulated liners and gel packs and will typically remain cold and fresh for several hours, but depending on the season and temperature in your geographic area at the time of delivery, advance planning by the Customer and their participants should be made. Any time quoted for delivery, including any estimated delivery date, is an estimate only; and we will use commercially reasonable efforts to deliver product on or before such quoted time. Any changes after the Address Submission

Date may incur a \$20.00 address change fee. Due to the perishable nature of some of the products, this change could cause a delay in shipping and affect the integrity and safety of the product. Any delay from this change of address does not relieve you of your obligations under this Agreement. Any shipment or delivery of products that are refused or undeliverable by our third-party carriers will be returned to us at your expense and no refund will be provided.

If local delivery is provided, the delivery route will be calculated with only the addresses within 20 miles from that CBT's affiliate official pickup locations. The route is recalculated with the further addresses and the difference in mileage is multiplied by \$0.58/mile to determine the final fee. This fee will be charged after delivery.

3. Sale of Alcohol Terms:

If the contents of your gift box includes alcohol, you agree that you and all guests are of legal drinking age for purchasing, possessing, and consuming alcohol (i.e., 21 years of age or older in the United States). You agree that you will comply with all applicable laws and not cause CBT or our Vendors to contravene any applicable laws. You may not use CBT or our Vendors' products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction. Any alcoholic contents within the box will be purchased from a licensed retailer or manufacturer on your behalf. CBT does not sell alcohol or take title of any alcohol at any time. You agree that, upon delivery of alcohol products, the recipient may be asked to provide valid government-issued identification proving their age to the third party carrier or CBT representative delivering their product. You verify the recipient of the product will not be intoxicated when receiving delivery of such alcoholic products, and that alcohol has not been purchased with the intent to resell the alcohol to someone who is not of legal drinking age.

Waiver of Liability Terms:

In no event shall either party be liable for any special, indirect, incidental, punitive, or consequential damages, including the loss of profits, business, or data even if such party has been advised of the possibility of such damages. The Customer hereby agrees to waive and discharge any and all claims it may have now or in the future and hereby agrees not to sue, the Operator, its officers, directors and members, sponsors, agents, contractors and employees, advertisers, and the owners of premises on which the Services are provided (collectively, the "Releasees") for any losses or damages due to any cause whatsoever. This Waiver provision shall survive termination of this Agreement.

As it relates to our Beer Making Event services, CBT waives all liability to the quality of the beer made by your participants and understands that results may vary due to the nature of the product and factors beyond our control. If a customer is dissatisfied with their finished beer, they may contact support@brewtours.us and we may, in our sole discretion, replace their ingredients at our expense.

Assumption of Risk Terms:

The Customer acknowledges and accepts the risks and dangers of participating in the Event and assumes any and all risks associated with their participation. The Customer represents that to the best of their knowledge that no participants have any medical, physical and/or emotional health conditions, which would hinder or prevent active participation in the event that haven't been provided to the Operator in writing. The customers also assume all risks inherent in participating in the event, including but not limited to, slips, falls, cuts, burns, explosions, fires, spillovers, allergic reactions, alcohol poisoning, intoxication and other accidents and injuries that may arise from their participation.

Indemnification, Insurance, Severability Terms:

- a. Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims of a third party resulting from its breach of the Agreement or the negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants when acting within the scope of their employment or agency.
- b. Insurance: Vendor shall, at its own expense, secure and maintain in full force and effect throughout the term of the Agreement insurance coverage, including for Workers' Compensation and Employer's Liability Insurance and Commercial General Liability Insurance, in commercially reasonable amounts sufficient to cover Vendor's liability that may arise out of or result from the services or operations of the Vendor under the Agreement.
- c. Severability: If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Right of Termination:

Either party to this Agreement has the right to terminate the Agreement, by written notice to the other party at any time prior to Payment Deadline, in the event one or more of the following occurs:

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control (a "Force Majeure Event"), these causes include acts of God, war, acts of state or governmental action or guidance prohibiting or making inadvisable any party from performing its respective obligations, acts of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, epidemic, pandemic, a declared state of emergency or any other emergency beyond the parties' control making it inadvisable/impossible, illegal, or which materially affects a party's ability to perform its obligations hereunder. This includes but is not limited to any limitations, restrictions or travel warning(s) imposed or advised by the World Health Organization, the Center for Disease Control, government officials, healthcare leaders and/or industry leaders.

THE PARTIES HAVE READ THE TERMS OF SERVICE, UNDERSTAND IT, AND BY SIGNING THE QUOTE PROPOSAL AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.