



ADVERTISER MASTER SERVICE AGREEMENT

Last Revised: May 15, 2024

This Master Service Agreement (“Agreement”) is made by and between Ifficient, Inc. a Colorado company with its principal office located 12081 W Alameda Pkwy #506 Lakewood, CO 80228 (“Ifficient”) and with the advertiser identified on the Insertion Order subject to this Agreement (“Advertiser”) as of the date of last signature of the Insertion Order (the “Effective Date”). Advertiser and Ifficient may be referred to individually as a “Party”, or collectively as the “Parties”.

RECITALS

Advertiser wishes to have Ifficient, directly or through third-party publishers, place ads and use other marketing methods to solicit users to call into Advertiser’s designated call centers, provide Data Records of users who have provided Written TCPA Consent to be contacted by the Named Advertiser (as defined in the terms below) or transfer calls to an Advertiser designated call center from users who provided Written TCPA Consent to be contacted by the Named Advertiser, on the terms and conditions provided for herein and as provided for in one or more IOs executed by the Parties. Advertiser shall place orders for ads with Ifficient via an Insertion Order (“IO”).

AGREEMENT

Now therefore, in consideration of the mutual consideration, promises, representations, and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. The following terms will have the meanings set forth below:

1.1. “Applicable Laws, Rules and Regulations” means all applicable foreign, federal, state and local laws, statutes, rules, and regulations relating to telemarketing, text messaging, lead generation, and advertising including the Federal Trade Commission Act, Telephone Consumer Protection Act (“TCPA”), Do Not Call Implementation Act, Amended Telemarketing Sales Rule (“TSR”), Federal Trade Commission (“FTC”) rules and regulations, and applicable privacy and data protection laws including the California Consumer Protection Act of 2018.

1.2. “Call Transfer” means the transfer of a live call from a Consenting User, where the Data Record has been verified prior to transfer.

1.3. “Consenting User” means any individual who (i) submits an application, quotation request or other form used to collect lead information in writing, or (ii) clicks on Creatives or takes another action, (iii) places a call and confirms with a written application, or (iv) receives an outbound call and agrees to be transferred to Advertiser and confirms with a written application. Consenting Users may be associated with a Call Transfer, Consumer Initiated Call, and/or Data Record.

1.4. “Consumer Initiated Call” means a user initiated an inbound call to a designated call center generated by Ifficient using a Permitted Marketing Method.

1.5. “Creatives” means any advertising or marketing content, or material used in connection with this Agreement, including, without limitation, any banner or pop-up ad, any landing or marketing page, online application, email messages, postcard mail designs, or similar property presented to prospective leads by Ifficient.

1.6. “Data Record” means a record of a Consenting User which includes, at a minimum, the Consenting User’s name, telephone number, zip code, date/time stamp of the Written TCPA Consent, URL of the relevant Website, and identification of the Named Advertiser that was included in the Written TCPA Consent and e-signed by the Consenting User.

1.7. “Named Advertiser” means a person whose company name or registered DBA has been included within the consent language of the solicitation for Written TCPA Consent.

1.8. “Permitted Marketing Method” means a method, as specified in an IO, of soliciting users to place Consumer Initiated Calls and includes ads/solicitations placed on websites, print media, billboards, TV/radio, SMS, direct mail, email, or other methods and that includes a telephone number or a click to call link to a designated call center.

1.9. “Qualified Lead” means (i) a Consenting User who visits a website or other online property and, as a result of visiting such property, submits information or completes an action as specified in an IO; (ii) a call by a Consenting User which results from their dialing or clicking on a telephone number included in Creatives or other marketing content promoting relevant products or services, where the call is answered and the call duration equals or exceeds the minimum call duration specified in the applicable IO, or meets some other requirement or condition of payout as described in the applicable IO; (iii) a Consenting User’s information is collected and is pinged to Advertiser’s data lead system and, if it meets the conditional requirements for acceptance and purchase, is posted with all Data Record information in accordance with the applicable IO; and/or (iv) an outbound call resulting in a transfer of a Consenting User to Advertiser. If the relevant IO does not specify the information to be submitted or action to be qualifying for a lead to be treated as a Qualifying Lead, then such lead or call shall be treated as a Qualifying Lead upon completing the information fields customarily required for processing of an initial lead for the type of product or service specified in the IO. A Qualified Lead may include a Consumer Initiated Call, Call Transfer, and/or a Data Record.

1.10. “Services” means the Ifficient Services provided hereunder to drive Consumer Initiated Calls, Qualified Leads, Data Records, and Call Transfers.

1.11. “Written TCPA Consent” means “prior express written consent” as defined in 47 C.F.R. § 64.1200(f)(9) and interpreted by regulatory and judicial opinions, and as defined in analogous state laws and regulations, for the Named Advertiser to make marketing calls and texts to the

Consenting User using an automatic telephone dialing system, automatic system for the selection and/or dialing of telephone numbers, and prerecorded or artificial voices/messages.

2. CAMPAIGN TERMS. Each IO shall specify the campaign name, campaign type, acceptable method(s) of generating Consumer Initiated Calls and Data Records including Permitted Marketing Methods for generating Qualified Leads (Call Transfers or Data Records), the price per Qualified Lead or Consumer Initiated Call, or Data Record and payment terms, daily/monthly caps, campaign duration, and any other terms and conditions at variance with this Agreement. If there is any inconsistency between this Agreement and an IO, the terms of this Agreement shall control unless explicitly set forth in any IO that such IO terms shall prevail.

3. IFFICIENT & ADVERTISER OBLIGATIONS.

3.1. Consumer Initiated Inbound Calls. Ifficient may solicit users to place Consumer Initiated Calls to a designated number using one or more Permitted Marketing Methods as specified in an IO. The Creatives/solicitations shall comply with all Applicable Laws, Rules and Regulations. Creatives provided by Advertiser for use are subject to review and prior approval by Ifficient, in its sole discretion.

3.2. Qualified Leads. If required by the applicable IO, Ifficient shall obtain Written TCPA Consent from the Consenting Users in compliance with Applicable Laws, Rules and Regulations. Ifficient may buy Qualified Leads from third parties. If required by the applicable IO, Ifficient shall obtain evidence of Written TCPA Consent by using either Jornaya and/or Active Prospect's Trusted Form for each Consenting User obtained from an Ifficient website.

3.3. Ifficient will not engage in fraud, misrepresentation, incentives, coaching, coercion, harassment, abuse, or any other conduct that Advertiser determines is disreputable in its reasonable discretion.

3.4. Quality Control Guidelines. Ifficient will comply with the Quality Control Guidelines attached hereto as Exhibit 1 and incorporated herein by reference.

3.5. Advertiser Creatives. If Advertiser provides Creatives or content or information for use in Creatives, Advertiser will ensure that such materials comply with Applicable Laws, Rules and Regulations and do not misrepresent Advertiser's products or services. Further, Advertiser will not provide such materials that, if utilized by Ifficient, would cause Ifficient to violate the Quality Control Guidelines.

4. COMPLAINTS AND CLAIMS. If Advertiser receives, in writing, a third-party complaint or claim that a user sourced from Ifficient was contacted in violation of the Applicable Laws, Rules and Regulations, Advertiser shall provide Ifficient with a copy of the complaint/claim, except as prohibited by Applicable Laws, Rules and Regulations. Ifficient shall promptly provide Advertiser with proof of Written TCPA Consent and in not instance more than seventy-two (72) hours after Advertiser's request.

5. FEES AND REPORTING.

5.1. Advertiser shall pay Ifficient fees in an amount equal to, on the basis of, and on the payment terms specified in the IO. All fees will be based on the numbers listed in Ifficient's system.

5.2. Advertiser will have no obligation to pay for any Qualified Lead that is rejected or disqualified by Advertiser this Agreement or the relevant IO. If Advertiser has already paid for a Qualified Lead and Advertiser rejects or disqualifies the Qualified Lead in accordance with this Agreement or the relevant IO within 15 days of Advertiser's payment for such Qualified Lead, Ifficient will apply a credit to Advertiser's account. Credits are non-refundable.

6. TERM AND TERMINATION.

6.1. The Terms of this Agreement will commence on the Effective Date and will continue for the longer of a period of one year or six months after the termination of all active IOs between the parties ("Term"). Either Party may terminate this Agreement and all IOs hereunder upon ten (10) business days' prior written notice to the other Party. The Term shall automatically extend for twelve (12) month periods unless terminated in writing by either Party at least ten (10) days prior to the expiration of the then-current term.

6.2. If a Party receives a third-party complaint or reasonably believes the other Party's actions, advertisements and/or business operations expose it to material risk or damage to its business reputation, that Party may, in addition to any other right or remedy under this Agreement, suspend this Agreement immediately upon written notice to the other Party, until such situation can be reasonably resolved.

6.3. All terms and conditions of this Agreement that, by their sense and content, are intended to survive the expiration or termination of this Agreement, shall survive, regardless of the reason of such expiration or termination of this Agreement, including, without limitation, a Party's indemnification obligations.

7. CONFIDENTIALITY.

7.1. The terms of this Agreement and any information (written, verbal or otherwise) provided by the Parties hereunder or in connection herewith shall be deemed to be confidential. Without limiting the generality of the foregoing, confidential information shall include this Agreement's terms, information relating to the Consumer Initiated Calls and Qualified Leads, and other information disclosed by one Party to the other which by its nature would reasonably be considered confidential or proprietary. Neither Party shall at any time disclose any of the terms of this Agreement, nor any information shared pursuant hereto, to any third-party except to professional advisors of either Party subject to a confidentiality obligation or as otherwise authorized under this Agreement or as may be required by applicable law or to enforce this Agreement, during the term of this Agreement, and for a period of three years thereafter.

7.2. The foregoing confidentiality provisions shall not apply where the receiving Party can demonstrate that the information: (i) was previously known to the receiving Party at the time of disclosure, free of any obligation to keep it confidential; (ii) became publicly known through no wrongful act or omission of the receiving Party; (iii) was rightfully received from a third-party who was not bound under any confidentiality provisions; (iv) was disclosed pursuant to judicial order, requirement or request of a governmental agency or by operation of law; (v) was disclosed to a third-party as authorized by this Agreement; or (vi) was independently developed without use of any information subject to Section 7.1 above. The Parties hereby acknowledge that either Party

may disclose this Agreement to the extent necessary to comply with filing requirements, if any, of the Securities and Exchange Commission.

7.3. The Parties agree that monetary damages for breach of this section may not be adequate and that the non-breaching Party shall be further entitled to seek injunctive relief.

8. REPRESENTATION AND WARRANTIES.

8.1. By Both Parties. Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement. The execution, delivery and performance by such Party of this Agreement will not materially breach any agreement by which such Party is bound, or violate Applicable Laws, Rules or Regulations, or violate the intellectual property rights of any third-party.

8.2. Efficient Representations and Warranties. Efficient represents and warrants to Advertiser that the Services comply with Applicable Laws, Rules and Regulations.

8.3. Advertiser's Representations and Warranties. Advertiser represents and warrants to Efficient that Advertiser will use the Consumer Initiated Calls, Qualified Leads, Data Records and Call Transfers in compliance with Applicable Laws, Rules and Regulations.

8.4. Advertiser's Privacy Compliance. Advertiser will use the Qualified Leads for the limited purpose of marketing, advertising, and selling Advertiser or its clients' products and services and related business purposes such as analytics, bookkeeping, research and development, and meeting its legal obligations. Advertiser will provide the same level of privacy protection to Qualified Leads as is required for data controllers/businesses under applicable privacy laws and regulations. Efficient may use reasonable methods to monitor and audit Advertiser's compliance with applicable privacy laws and regulations related to its use of Qualified Leads. Advertiser will provide prompt written notice to Efficient if Advertiser determines it is no longer capable of complying with applicable privacy laws and regulations related to its use of Qualified Leads. Upon receipt of such notice, or after conducting monitoring and auditing pursuant to this section, Efficient may take reasonable actions, at Advertiser's expense, to stop and remediate Advertiser's noncompliant use of the Qualified Leads.

8.5. No Other Representation and Warranties. Except as set forth in this Agreement, neither Party makes any warranty whatsoever, either express or implied. All Services are provided on an "as is" basis. Both Parties expressly disclaim any and all warranties which could be implied in contract, in law or in equity, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, or any dealing or course of performance, including, without limitation any warranty regarding correctness, quality, accuracy, completeness, reliability, or performance.

9. INDEMNIFICATION.

9.1. Efficient hereby agrees to indemnify, defend and hold harmless Advertiser, its parent, subsidiary, and affiliated companies, and their respective officers, agents, directors, employees and authorized representatives (collectively, "Advertiser Indemnified Party") from and against any third-party claims, suits, and investigations, and the Advertiser Indemnified Party's costs, losses, liabilities and expenses associated therewith, including court costs, reasonable expenses, and reasonable attorneys' fees ("Losses") arising out of, as a result of, or in connection with Efficient's (i) failure to obtain and prove Written TCPA Consent for

communications by a Named Advertiser, (ii) failure to comply with all Applicable Laws, Rules and Regulations in its provision of the Services, or (iii) gross negligence or willful misconduct. If the Losses are based on (i) above, and Ifficient provides proof of Written TCPA Consent satisfactory to Advertiser in its reasonable discretion, Ifficient will be relieved of its obligations to indemnify, defend, and hold harmless the Advertiser Indemnified Party with respect to such Losses.

9.2. Advertiser hereby agrees to indemnify, defend and hold harmless Ifficient, its parent, subsidiary, and affiliated companies, and their respective officers, agents, directors, employees and authorized representatives (collectively, "Ifficient Indemnified Party") from and against any third-party claims, suits, and investigations, and the Ifficient Indemnified Party's Losses arising out of, as a result of, or in connection with Advertiser's (i) failure to comply with all Applicable Laws, Rules and Regulations, or (ii) gross negligence or willful misconduct.

9.3. Indemnified Party shall promptly notify the other Party ("Indemnifying Party") in writing, of all such claims for which indemnification is sought; however, failure to provide prompt notice will not relieve the Indemnifying Party of its obligations hereunder except to the extent such delay results in material prejudice to Indemnifying Party's defense of the claim. The Indemnifying Party shall have sole control over the defense and any settlement of such claims; provided, however, that the Indemnifying Party may not agree to any settlement that could adversely affect the rights or interest of the Indemnified Party or does not include a full release of the Indemnified Party without the Indemnified Party's express written consent which will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party may engage counsel of its own choosing and at its expense to monitor and assist in the defense of any claim. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of the claim at the Indemnifying Party's expense.

9.4. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY INDEMNITY GRANTED TO A PARTY IS GIVEN REGARDLESS OF CAUSE INCLUDING WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER ANY CONTRACT, STATUTE, RULE, OR THEORY OF LAW, AND INCLUDING WITHOUT LIMITATION, THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF ANY INDEMNITEE, WHETHER ACTIVE OR PASSIVE, STRICT LIABILITY, LATENT, PATENT, OR PRE-EXISTING DEFECTS OR CONDITIONS, AND EVEN THOUGH THE INDEMNITOR MAY BE PROTECTED FROM DIRECT SUIT BY STATE WORKERS' COMPENSATION LAWS OR ANY OTHER WORKERS' COMPENSATION LAWS. NOTWITHSTANDING THIS PARAGRAPH, NO INDEMNIFYING PARTY UNDER THIS CONTRACT SHALL BE LIABLE TO AN INDEMNIFIED PARTY TO THE EXTENT OF CLAIMS CAUSED BY THE INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. LIMITATION OF LIABILITY. In no event will either Party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profit, business interruption, loss of information, and the like, incurred by the other Party arising out of this Agreement. Any cause of action arising from or in connection with this Agreement shall be asserted within one year of the date upon which such cause of action occurred, or the date upon which the complaining Party should have reasonably discovered the existence of such cause of action, whichever is later. In no event shall Ifficient be

liable to Advertiser in an aggregate amount exceeding the total amount of fees paid to Ifficient in the twelve (12) months preceding the facts giving rise to the liability.

11. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed received: (a) if given by facsimile transmission, when transmitted to the facsimile number specified herein and machine generated confirmation of receipt is received; (b) if by email, when transmitted to the email address specified herein and the recipient acknowledges receipt; or (c) if by overnight courier service or registered or certified mail or personal delivery, when received or delivery is refused. Notices to Advertiser may be made to the then-current contact information in Ifficient's records for Advertiser. Notices to Advertiser shall be made to vince@ifficient.com or to Ifficient, Inc., Attn: Vince Villani, 12081 W. Alameda Pkwy, #506, Lakewood, CO 80228.

12. MISCELLANEOUS.

12.1. Waiver. The failure of either Party to insist upon or enforce performance by the other Party of waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather the same will be and remain in full force and effect.

12.2. Relationship of the Parties. The Parties to the Agreement are independent contractors. Neither Party is an agent, representative, partner or employee of the other Party. Neither Party will have any right, power, or authority to enter into any agreement on behalf of or incur any obligation or liability of or to otherwise bind the other Party. The Agreement will not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

12.3. Survival. Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening.

12.4. Construction; Severability. Each Party acknowledges that the provisions of this Agreement were negotiated to respect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. Further, all provisions are inserted conditionally on their being valid in law. If any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to the Agreement: (i) such provision will be restated to respect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

12.5. Remedies. Except as otherwise specified, the rights and remedies granted to a Party under the Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the Party may possess at law or in equity.

12.6. Entire Agreement. This Agreement constitutes the entire and only Agreement and supersedes all prior agreements, whether written, verbal, express, or implied, of the Parties with respect to the transactions set forth herein.

12.7. Amendment. This Agreement may be amended or modified only by a written instrument signed by both Parties.

12.8. Assignment. Neither Party to the Agreement shall sell, transfer, or assign the Agreement or the rights or obligations hereunder, other than to a parent or wholly owned subsidiary, without the prior written consent of the other Party. Notwithstanding the foregoing, Advertiser may assign this Agreement to any affiliate or to any surviving entity in the event of a merger or combination or to the acquirer in the event of a sale of all or substantially all of Advertiser's assets.

12.9. Headings. The captions and headings used in the Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Agreement.

12.10. Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

12.11. Governing Law, Jurisdiction and Venue. This Agreement will be governed by the laws of the State of Colorado, without giving effect to its conflicts of law principles. Except to the extent necessary to confer jurisdiction upon a court to award injunctive relief reasonably requested by one of the Parties, in the event of any legal action between the Parties relating to this Agreement, the Parties hereby consent to exclusive jurisdiction and venue in the state and federal courts in Jefferson County, Colorado.

12.12. Contract Interpretation. For purposes of contract interpretation, including resolution of any ambiguity, the Parties acknowledge that this Agreement was prepared jointly and therefore the terms of the Agreement should not be strictly construed against either Party.

12.13. Effectiveness. This Agreement will become effective when all Parties have signed the first IO hereunder.

Exhibit 1 - Quality Control Guidelines

1. Qualified Leads may not come from computer-generated sources, such as robots, spiders, computer scripts or from other automated, artificial or fraudulent methods including, without limitation, the use of any spyware, adware, device, program, iFrames, redirects or other automated, artificial or fraudulent methods designed to appear like an individual, real live person.

2. Qualified Leads may not come from persons that did not express an interest in receiving information associated with the applicable product and/or service being marketed.

3. Qualified Leads may not be obtained using unfair, deceptive, or abusive acts and practices as understood under Applicable Laws, Rules and Regulations.

4. Unless prior written authorization is provided by Advertiser, Qualified Leads may not be incentivized (including, without limitation, generated by offering incentives, payments, rebates, sweepstakes entries, prizes or other things of value intended to increase conversion rates).

5. Qualified Leads may not be generated in connection with any Inefficient websites or Creatives that are oriented toward, show or promote:

(a) the use of alcohol, tobacco or illegal substances, nudity, sexually explicit material, pornography, profanity, adult-oriented content, expletives or inappropriate language;

(b) illegal activity, deceptive acts, racism, hate, material that promotes violence, "spam," mail fraud, gambling, pyramid schemes, investment opportunities or illegal advice;

(c) piracy (of software, videos, audio/music, books, video games, etc.)

hacking/cracking/phreaking, emulators/ROMs, or distribution of copyrighted materials; or

(d) content that violates the rights of others, such as intellectual property or privacy rights.

6. The Consenting User must not be known to be under eighteen (18) years of age.

7. Qualified Leads must not be obtained in a manner that unlawfully discriminates against a person based on a protected class.