



Paid Advertising Management Agreement

This Master Services Agreement ("Agreement"), effective as of the date of acceptance of a related services proposal, is by and between Justice Creative LLC doing business as KindaWonderful Marketing, a Florida limited liability company ("KindaWonderful Marketing"), and the client ("Advertiser") who accepts the related proposal. This Agreement sets forth the terms and conditions of the Advertiser's use of KindaWonderful Marketing's services.

1. Nature and Scope of the Advertiser's Engagement of KindaWonderful Marketing.

a. Advertiser and KindaWonderful Marketing agree that the Advertiser shall engage KindaWonderful Marketing to perform, and KindaWonderful Marketing shall perform, the services as may be required from time to time by the Advertiser, including those set forth more specifically on Exhibit A (the "Services").

b. Recommended Tools & Services. KindaWonderful Marketing may recommend the use of tools and Services that are not included in this Agreement. In the event that Advertiser chooses to utilize any of the recommended tools or Services, Advertiser is responsible for all associated costs.

c. Content & Media Requirements. Advertiser agrees that any content, media, landing pages, emails, other collateral, and additional services not outlined in the included Services shall be billed separately. All images, graphics, logos, and pictures shall be provided by the Advertiser or stock photos shall be utilized at Advertiser discretion.

2. Term and Termination

a. **Term.** The Term of this Agreement shall commence immediately upon the Effective Date and shall continue for a period of three months (the "Initial Term") after the paid advertising campaigns are approved and launched. After the expiration of the Initial Term, this Agreement shall automatically renew for successive month-to-month terms, unless and until terminated by the parties as set forth herein.

b. **Termination.** Either party may terminate this Agreement by providing written notice to the other party. Termination shall take effect at the conclusion of the first calendar month that follows the calendar month in which said notice is provided.

c. **Pausing Service.** In the event Advertiser wishes to pause the Services with KindaWonderful Marketing, there will be no fees incurred. However, if one (1) full calendar month passes from the time of the pause, a one-time \$200 re-activation fee shall accompany any Monthly Management Fees (as defined below).

d. Termination for Non-Payment. KindaWonderful Marketing shall have the option to suspend or discontinue its Services and cancel any account that has one (1) recurring invoice outstanding and past due. In the event that a stop-work order is put through our system, all Advertiser campaigns shall be paused, all access to reporting shall be disabled, all landing pages purchased through KindaWonderful Marketing shall be disabled, and any other services setup and maintained by KindaWonderful shall be disabled until the account becomes current. KindaWonderful Marketing reserves the right to turn all delinquent accounts over to a third-party collections agency.

e. Termination for Search Engine Refusal. In the event that at any time or for any reason a search engine ceases to offer or provide sponsored listings or refuses service to Advertiser, KindaWonderful Marketing shall have the option to immediately stop providing the Services and terminate this Agreement.

3. Compensation

a. Management Fee: Advertiser shall pay KindaWonderful Marketing the initial setup deposit ("Initial Setup Deposit") or initial management fee ("Initial Management Fee"), depending on plan selected, upon the Effective Date of this Agreement. Advertiser shall pay the monthly management fee ("Monthly Management Fee") on each monthly anniversary of the Effective Date. The Management Fee is more fully set forth on Exhibit B.

b. Payment: Advertiser agrees that all fees specified in Exhibit B are non-refundable and shall be paid according to the terms outlined therein.

4. Intellectual Property

Except for such license grant, Advertiser shall solely and exclusively own all right, title, and ownership interest in and to any elements of text, graphics, photographs, designs, trademarks, ad copy, keywords, keyword phrases, or any other content ("Advertiser Intellectual Property") furnished to KindaWonderful Marketing. Advertiser hereby grants to KindaWonderful Marketing a nonexclusive, royalty-free, limited license to use, execute, reproduce, display, perform, and distribute copies of the Advertiser Intellectual Property solely for the purpose of performing the Services. Advertiser represents and warrants that it has all necessary rights, title, and interest in and to all content, artwork, and designs, including text, images, ad copy, keywords or keyword phrases, or any other content, which are provided to KindaWonderful Marketing hereunder. In the event that Advertiser is not the sole and exclusive owner of the Advertiser Intellectual Property furnished to KindaWonderful Marketing, Advertiser shall have permission from the rightful owner to use the intellectual property. Advertiser shall protect, defend, and hold KindaWonderful Marketing harmless from any claim or suit arising from the use of such Advertiser Intellectual Property furnished by the Advertiser.



5. Monthly Marketing Terms

Advertiser acknowledges and agrees to the following:

- a. No other person or agency (including Advertiser's internal resources) may make changes to the campaign or campaign assets without the prior written approval of KindaWonderful Marketing.
- b. Advertising networks have overspend policies that allow campaigns to spend up to 100% above the daily budget.
- c. Advertising networks may, at their discretion, change the active status of an account.
- d. KindaWonderful Marketing will work to be as responsive as possible. However, change requests may take as long as 3 KindaWonderful Marketing days to complete. Advertiser agrees to provide adequate notice for time-sensitive campaign updates.
- e. Each individual Advertiser account ("Account") may only advertise on one website. Any Account that is advertising on multiple web properties shall be separated into different accounts and treated as individual Advertisers for management and billing purposes.
- f. KindaWonderful Marketing has no control over the policies of search engines or advertising networks with respect to the type of sites and/or content that search engines accept now or in the future. The Advertiser's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine, advertising network, or directory.

6. Work Product and Inventions

Except as set forth below, and conditioned upon full payment of the Management Fee, all Services created for Advertiser by KindaWonderful Marketing (the "Work Product") shall be considered "work made for hire" with all right, title and interest to such Work Product vesting in Advertiser. Advertiser shall have the right to use the Work Product or any part or parts thereof as it sees fit. At Advertiser's request, during and after the term of this Agreement, KindaWonderful Marketing shall, and hereby does, assign all right, title, and ownership interest in, to, and under the Work Product to Advertiser and shall assist and cooperate with Advertiser in all respects, and shall execute documents, and shall take such further acts reasonably requested by Advertiser to enable Advertiser to acquire, transfer, maintain, perfect, and enforce its intellectual property rights and other legal protections for the Work Product, subject only to Advertiser making full payment of the Management Fee and as invoiced by KindaWonderful Marketing to Advertiser. Work Product shall not include KindaWonderful Marketing's preexisting proprietary information and methodologies for delivery of the services set forth herein, document templates, code, or project tools used by KindaWonderful Marketing to deliver the Services, and KindaWonderful Marketing-owned materials in the Work Product (collectively, "KindaWonderful Marketing Intellectual Property").



Nothing herein shall be interpreted to prevent KindaWonderful Marketing from performing similar services for any other KindaWonderful Marketing Advertiser. In the event any KindaWonderful Marketing Intellectual Property is required to use the Work Product or receive benefit from the Services, KindaWonderful Marketing hereby grants to Advertiser a nonexclusive, royalty-free, limited license to use, execute, reproduce, display, perform, and distribute copies of the KindaWonderful Marketing Intellectual Property solely for its internal business purposes.

7. Access Requirements

Advertiser shall provide access to any existing infrastructure, accounts, online properties, profiles, or applications as well as any information necessary to perform the Services.

8. Indemnity

Advertiser agrees to defend, to indemnify, and to hold harmless KindaWonderful Marketing from any third-party liability including, but not limited to, damages, costs, interest, and reasonable attorneys' fees, arising from Advertiser's violation of law, or violation of any copyright, patent, trademarks, or other intellectual property rights owned by third parties, intentional act, omission, or breach of contract of Advertiser, its agents, or employees. KindaWonderful Marketing agrees to defend, to indemnify, and to hold harmless Advertiser from any third-party liability including, but not limited to, damages, costs, interest, and reasonable attorneys' fees, arising from KindaWonderful Marketing's intentional acts or omission of KindaWonderful Marketing, its agents, contractors, or employees, except that KindaWonderful Marketing shall not be liable for any third-party claims that arise out of KindaWonderful Marketing's performance of any Services pursuant to instructions provided by Advertiser.

9. Limited Warranty

ALL DELIVERABLES AND SERVICES ARE PROVIDED "AS-IS" WITH NO WARRANTIES OR INDEMNITIES OF ANY KIND AND NEITHER KindaWonderful Marketing NOR ITS LICENSORS OR SUPPLIERS, IF ANY, MAKE ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS OR SERVICES OR OTHERWISE RELATED TO THE AGREEMENT. KINDAWONDERFUL MARKETING DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF DELIVERABLES OR SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KINDAWONDERFUL MARKETING DISCLAIMS ALL WARRANTIES IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Limitation of Liability; Monetary Cap

IN NO EVENT SHALL KINDAWONDERFUL MARKETING BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, OR DATA, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER KINDAWONDERFUL MARKETING HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KINDAWONDERFUL MARKETING'S AGGREGATE LIABILITY TO ADVERTISER OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE MANAGEMENT FEES PAID BY ADVERTISER TO KINDAWONDERFUL MARKETING IN THE PRIOR THREE (3) MONTHS TO THE EVENT THAT GAVE RISE TO SUCH CLAIM. THE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN SECTIONS 8, 9, 10, AND 11 SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Confidential Information

Each party acknowledges that it shall have access to certain confidential information of the other Party, including the terms and conditions of this Agreement. "Confidential Information" includes all non-public, confidential, or proprietary information disclosed by the other Party or identified by a Party as confidential. Each Party's Confidential Information shall (i) remain the sole property of that Party and (ii) be used by the other Party only as described herein and may not be disclosed, provided, or otherwise made available to any other third Party except that such Confidential Information may be disclosed to the other Party's employees or agents who have a need to know in the scope of their work during the time they are performing services under this Agreement and are under the other Party's security and control. Confidential Information does not include (i) information that the recipient can establish was already known to the recipient at the time it was disclosed in connection with this Agreement, (ii) information that is developed independently by the recipient or received from another third Party lawfully in possession of the information and having no duty to keep the information confidential, (iii) information that becomes publicly known other than by a breach of this Agreement, or (iv) information disclosed in accordance with a valid court order or other valid legal process. Each Party agrees to hold the Confidential Information of the other Party in strictest confidence and not to copy, reproduce, distribute, publish, or disclose such Confidential Information to any person except as expressly permitted by this Agreement.

12. Jurisdiction and Venue; Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without reference to its conflict of law provisions. With respect to any litigation based on, arising out of, or in connection with this Agreement, Customer expressly submits to the personal jurisdiction of the state and federal courts in Duval County, Florida, and Customer expressly waives, to the fullest extent permitted by law, any objection that Customer may now or later have to the laying of venue of any such litigation brought in any such court referred to above, including without limitation, any claim that any such litigation has been brought in an inconvenient forum.

13. Assignment

Advertiser may not assign this Agreement, in whole or in part, without KindaWonderful Marketing's prior written consent. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment or assumption in violation of this Section 13 shall be null and void.

14. Entire Agreement

This Agreement, and any and all exhibits and attachments, are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

15. Electronic Signatures

The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Each party hereby consents to the use of electronic signatures and acknowledges and agrees that any electronic signature appearing on this Agreement is attributable to the party whose signature it purports to be.

16. Acceptance

By accepting any related services proposal, the Advertiser acknowledges and agrees to be bound by the terms and conditions of this Master Services Agreement. The individual accepting the proposal on behalf of the Advertiser warrants and represents their authority and capacity to bind the entity for which they act.

EXHIBIT A

SERVICES

Service Description	Details
Campaign creation	For all new accounts, we configure all settings and complete the account build based on the data provided on the onboarding form and our research.
Existing Account Analysis & Restructure	For all existing accounts, we conduct a thorough analysis of existing data and restructure the accounts as needed to promote a more profitable campaign. At our discretion, we will determine whether existing accounts are viable or require a campaign restructure.
Monthly Management & Optimization	Our monthly management covers all account optimizations necessary to improve the performance of your account. This includes bid management, negative keyword implementation, keyword expansion, ad copy testing, and more according to an optimization schedule that is based on the account's budget. It's essential that we are the only ones making changes to the account once it's under our management.
Conversion Tracking Setup	Kinda Wonderful Marketing will setup all appropriate conversion tracking codes within the account(s). We utilize Google Tag Manager wherever possible. It is Advertiser's responsibility to provide any access necessary to setting up a Google Tag Manager account.
Retargeting	Included in our service is basic remarketing along with the setup and design of banner ads. Some networks prohibit the remarketing of any product or service that is deemed sensitive.



INCLUDED PAID ADVERTISING MANAGEMENT SERVICES

Service	Fee
Paid advertising campaign creation	Included
Existing account analysis and/or restructuring	Included
CRO strategy and consulting	Included
Conversion tracking setup for applicable conversion actions	Included
Diversified ad group development	Included
Ad collateral development (copy and imagery)	Included
Remarketing & retargeting campaign development	Included
Competitor analysis and monitoring	Included
Market research	Included
Segmentation research	Included
Custom avatar development	Included
Demographic and interest-based targeting	Included
Geo-targeting (where applicable)	Included
Google Analytics installation and setup	Included
Monthly reporting (provided on the 15th of each month)	Included
Creation and development of custom and shared library audiences	Included
Ongoing campaign optimization	Included
Performance and budget management	Included
Manual bid adjustments using enhanced CPC (where applicable)	Included
Continued split testing for ads	Included

EXHIBIT B

PLANS AND PRICING

Plan 1: Launch & Be Seen Offer

- First Month's Management Fee: \$1,400.00
- Monthly Management Fee: \$1,400 per month
- Ad Spend Limit: Unlimited
- Included Channels: Google Ads & Facebook (Meta) Ads

Plan 2: Grow & Engage

- First Month's Management Fee: \$2,500.00
- Monthly Management Fee: \$2,500 per month + 10% of approved monthly ad spend
- Ad Spend Limit: Unlimited
- Included Channels: Google Ads & Bing Ads, Facebook Ads & Instagram Ads, LinkedIn Ads

Plans and Pricing Terms

1. Advertiser acknowledges and agrees to the following:
 - a. The "approved monthly ad spend" is a budget set by the Advertiser. KindaWonderful Marketing bills according to the approved budget regardless of the actual ad spend.
 - b. The Advertiser is responsible for choosing their selected pricing plan during the onboarding process.
 - c. The Advertiser may change their pricing plan at any time in accordance with the terms outlined in this contract.
 - d. All Ad spend is charged separately from the Monthly Management Fee that KindaWonderful Marketing bills to the Advertiser. Ad spend is paid by the Advertiser directly to the advertising network(s).
 - e. The Advertiser is responsible for defining their monthly ad spend budget during the onboarding process. Any changes to the monthly ad spend will be approved by the Advertiser in writing.

Proposal Terms Override

The terms outlined in any proposal provided by KindaWonderful Marketing may supersede the pricing details specified in Exhibit B, if explicitly stated in such proposal.