

## **CLUB LIMITLESS BUSINESS CUSTOMER TERMS AND CONDITIONS**

1. **Use and Access.** Limitless Minds Technologies, Inc. (“LMT”) grants to the customer named on an order (the “Customer”) a nonexclusive, nontransferable, non-sublicensable worldwide right to access and use the Club Limitless Application (the “App”) described in an order signed by the parties (an “Order”) for the subscription term set forth in the Order solely for Customer’s internal business purposes, subject to these Terms and Conditions (the “Terms”). LMT reserves all other rights. Customer agrees that Customer’s purchases under an Order are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by LMT regarding future functionality or features. LMT may change or discontinue any part of the App, at any time and without notice, at its sole discretion.

1.1 **Account.** LMT shall enable an account for Customer with a username for each of Customer’s Authorized Users to access the App (“Account”) as set forth in an Order. “Authorized User” means any Customer personnel who is authorized by Customer to use the App and who has been supplied with access to the App either by Customer or by LMT at Customer’s written request. Each Authorized User login is for a single user only and cannot be shared or used by more than one user. Additional Authorized User subscriptions may be purchased during the applicable Subscription Term. Customer may not decrease the number of Authorized Users during a Subscription Term. Customer and its Authorized Users shall maintain the confidentiality of all usernames, passwords, access, and account information under their control. Customer shall ensure that the Authorized Users comply with all of Customer’s obligations under the Terms, and Customer shall be responsible for the acts and omissions of its Authorized Users.

1.2 **Use Limitations.** Customer will not and will not permit its Authorized Users to: (i) reverse engineer, disassemble, decompile, decode, or adapt the App; (ii) make the App or the content therein (the “Content”) available to anyone other than Authorized Users, (iii) sell, resell, rent or lease the App or the Content, (iv) modify, copy or make derivative works based upon the App or the Content, (v) interfere with or disrupt the integrity or performance of the App, (vi) attempt to gain unauthorized access to the App or its related systems or networks, or (v) use the App in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

1.3 **Suspension.** LMT may suspend or terminate Customer’s and any of its Authorized User’s access to the App if: (i) Customer or its any of Authorized Users use the App in violation of the Terms or an Order, or (ii) if Customer’s use of the App is causing immediate and ongoing harm to LMT or others; or (iii) Customer is delinquent in its payment obligations for any undisputed fees. In the case of payment delinquency, LMT shall notify Customer (including by phone or email to Customer’s business contact) at least 10 days before suspending or terminating the App. If LMT suspends or terminates Customer’s ability to access the App, (i) Customer remains responsible for all fees and charges for suspended or terminated App and for other App to which Customer continues to have access, if any; and (ii) Customer will not be entitled to any compensation or credits for any period of suspension or in the event of termination, unless suspension or termination was due to LMT’ error or omission.

1.4 **Availability.** LMT shall use commercially reasonable efforts to make the App available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which LMT shall give at least 8 hours’ notice via the App and which LMT shall schedule, to the extent practicable, from 6:00 p.m. Friday to 3:00 a.m. Monday (PST), or (b) any unavailability caused by circumstances beyond LMT’ reasonable control, including an event of force majeure, Internet service provider failures or delays, or denial of service attacks.

2. **Fees and Expenses.** Customer shall pay the fees set out in an Order which shall be billed quarterly in advance or as otherwise described in the Order. Unless otherwise provided in the applicable Order, fees are payable within 30 days of the date of an invoice. All undisputed late payments will bear interest at



the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Other than income taxes imposed on LMT, Customer is responsible for any applicable taxes, including all sales, use, value-added and other taxes (federal, state or otherwise), which LMT is at any time obligated to pay or collect in connection with the Order. Any delay by LMT in collecting any such tax will in no way release Customer of Customer's obligation under this Section 2. Unless expressly specified otherwise in any Order, all fees, rates and estimates exclude sales taxes. Customer shall also reimburse LMT for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs.

**3. LMT Intellectual Property.** All trade secrets, patents, patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trademarks), service marks, trade names, copyrights, mask works, moral rights, rights in inventions, and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent rights that may exist anywhere in the world (together, the "Intellectual Property") in and to the App and the Content is and will be owned or licensed by LMT, except for Content created by an Authorized User.

**4. Feedback.** Customer grants LMT a worldwide, irrevocable, perpetual, sublicensable, transferable, non-exclusive license to use and incorporate any feedback or suggestions that Customer and its Authorized Users ("Feedback") provides to LMT into the App and any other LMT services for enhancement, without any obligation of compensation. Feedback is provided by Customer "as-is," without representations or warranties, either express or implied, including any warranties of merchantability, non-infringement, and fitness for a particular purpose.

**5. Subscription Term; Termination.**

**5.1 Subscription Term.** Customer's initial subscription term for the App (the "Initial Subscription Term") is one year, which begins on the Effective Date and ends on the first anniversary of the Effective Date, unless the Order specifies a different period. "Effective Date" means the date the Order is executed by the Parties. At the end of the then-current Subscription Term, the subscription will automatically renew for an additional one-year period (a "Renewal Subscription Term", and together with the Initial Subscription Term, the "Subscription Term") unless (1) Customer provides written notice of non-renewal to LMT on or before the expiration date of the then-current Subscription Term, or (2) LMT provides written notice of non-renewal to Customer at least 90 days before such expiration date. Unless another payment method has been specified, LMT will charge Customer's payment information on file for the Service fees for each Renewal Subscription Term. .

**5.2 Termination.** Either Party may terminate the an Order by notice to the other Party (i) if the other Party materially breaches its obligations under the Terms and, if the breach is capable of cure, fails to cure the breach within 30 days of the date of written notice of breach; or (ii) upon the other Party ceasing to operate in the ordinary course, making an assignment for benefit of creditors, or becoming the subject of any bankruptcy, liquidation, dissolution, or similar proceeding that is not resolved within 60 days of filing. Upon termination of an Order, (i) all of Customer's rights under the Order and the Terms will immediately terminate (with the exception of those surviving termination, as described below); and (ii) Customer will remain liable for all fees incurred during the Subscription Term. All provisions that by their nature should survive termination of this Agreement will do so (including, by way of example and not limitation, payment obligations, indemnification and defense obligations, and duties of confidentiality).

**6. Confidentiality.**

**6.1 Confidential Information.** From time to time during the Subscription Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information that would reasonably be understood by the Receiving Party to be confidential, regardless of the form of disclosure ("Confidential Information"); provided, however, that Confidential Information



does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. LMT's Confidential Information includes, but is not limited to, the App, any Orders and these Terms. The Receiving Party shall: (a) protect the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as it would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement, and (c) not disclose the Disclosing Party's Confidential Information to any third party except as set forth in these Terms. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. Except as otherwise set forth herein, each Party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing Party which may come to the Receiving Party's attention.

**6.2 Injunction.** The Parties agree that (a) a Receiving Party's threatened or actual improper disclosure or use of a Disclosing Party's Confidential Information will cause irreparable injury to the Disclosing Party for which money damages alone would be an inadequate remedy and (b) a Disclosing Party shall have the right to seek an immediate injunction of any such threatened or actual improper disclosure or misuse of the Disclosing Party's Confidential Information from any court of competent jurisdiction in the United States without the need for a bond or other security.

**6.3 LMT Privacy Policy.** LMT will share and store Authorized User Data to provide the Services to Customer and to each Authorized Users, and as otherwise describe in the LMT privacy policy located at <https://thinkbig-gofar.com/privacy-policy/> (the "Privacy Policy"). For example, LMT will (i) use Authorized User Data to create a dashboard for that Authorized User, and to allow an Authorized User to track their performance and App experience, and (ii) send Authorized User Data to Customer to allow Customer to track the performance and App Experience of its Authorized Users. "Authorized User Data" means the data that Authorized User's submit to the App and are generated within the App in connection with that Authorized User.

**6.4 Aggregate Data.** LMT may use Aggregated Data to compile performance statistics and other information related to the use of its App ("Aggregated Data") for various uses including but not limited to operation, improvement, marketing and promotion of the App. Such Aggregated Data shall not reference Customer or Authorized User by name and shall be Aggregated. "Aggregated" means to gather into a summary form de-identified Authorized User Data relating to a group or category of individuals, so that the data are not linked or linkable to any individual or household or Authorized User and cannot be re-identified, including via device identifiers or other unique identifiers. LMT retains all title, copyright and other proprietary rights to the Aggregated Data.

**7. Indemnification.** LMT shall indemnify and defend Customer against any Losses arising from a third-party claim alleging that the use of the App in accordance with the Terms infringes the Intellectual Property rights of such third party. "Loss" means any liability, loss, claim, settlement payment approved in writing by LMT, cost and expense, interest, award, judgment, damages (including punitive damages), fines, fees, penalties, or other charges, filing fees and court costs, witness fees, costs of investigating and defending third party claims, and reasonable attorneys' fees. If the App is subject to a claim of Infringement and as a result, Customer's use of the App is enjoined, then LMT shall, at no cost to

Customer, procure for Customer the right to continue using the App or replace it with non-infringing or modified App of materially equivalent functionality. If the above options are not available on terms that are commercially reasonable for LMT, then LMT may terminate Customer's right to access and use the App, in which case LMT shall refund Customer a pro rata amount of any prepaid App subscription fees applicable to the unused portion of the Subscription Term for the terminated App. This Section 8.2 sets forth the sole remedy if Customer's use of the App is enjoined. Customer shall indemnify and defend LMT against any Losses arising from a third-party claim arising from or alleging Customer's or its personnel's use of the App in violation of the Terms.

8. **Representations and Warranties.** Each Party represents and warrants that (i) it has full right and authority to enter into the Order and agree to these Terms; and (ii) it is not a party to any agreement which would prevent it from fulfilling its obligations under the Terms. LMT represents and warrants that the App will perform in all material respects with the then-current online user guides and other similar documentation, as updated or revised by LMT from time to time, that LMT provides to Customer. Except as expressly provided in the Terms, LMT provides the App on an "as-is" and "as available" basis, and LMT disclaims all other warranties of any kind, whether express, implied, statutory, or otherwise including the implied warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by applicable laws. LMT does not make any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the App. Without limiting the foregoing, LMT does not represent or warrant that the App, its content, or any services or items obtained through the App will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, or that the App or any services or items obtained through the App will otherwise meet your needs or expectations.

9. **Limitation of Liability.** EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BREACH OF SECTION 7 (CONFIDENTIALITY), BREACH OF A PARTY'S INTELLECTUAL PROPERTY, AND A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS TERMS OR ANY ORDER TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS REGARDLESS OF (A) WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BREACH OF SECTION 7 (CONFIDENTIALITY), BREACH OF A PARTY'S INTELLECTUAL PROPERTY, A PARTY'S INDEMNIFICATION OBLIGATIONS, AND CUSTOMER'S OBLIGATIONS TO PAY FEES AND EXPENSES WHEN DUE AND PAYABLE, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY, FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE BY CUSTOMER TO LIMITLESS MINDS PURSUANT TO THE ORDER UNDER WHICH THE CLAIM IS MADE IN THE 12 MONTH PERIOD PRECEDING THE LAST CLAIM RELATED TO THAT ORDER UNDER WHICH THE CLAIM AROSE. **Publicity.** Unless Customer has notified LMT to the contrary in writing (including via email), LMT may disclose Customer as a customer of LMT or the named App used by Customer or may use Customer's name and logo on LMT's website or in LMT's promotional materials.

10. **Force Majeure.** LMT will not be responsible for failure or delay of performance caused by circumstances beyond its reasonable control, including earthquake, storm, or other act of God; labor disputes; pandemic; electrical, telecommunications, or other utility failures; embargoes; riots; acts of government; or acts of terrorism or war. If the failure or delay continues for more than 30 days, either party may, in its discretion, terminate the Terms and any applicable Orders, provided such termination will not result in any liability by LMT.

11. **Miscellaneous.** The headings used herein are for identification and reference purposes only and shall not be used in the construction and interpretation of the Terms. LMT may modify the Terms at any



time, in its sole discretion by posting the modified Terms on the App or through other communications. Customer may not assign any Order without the written consent of LMT. The Terms and the Order(s) together are a complete and exclusive statement of the agreement between the Parties relating to the subject matter of the Terms, and which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the Parties regarding such subject matter. The Terms will be governed by laws of the state of Washington, without regard to any laws, treaties, or conflicts of laws principles that would apply the law of any other jurisdiction. For any claims or causes of action arising out of the Terms, the Parties agree to the exclusive jurisdiction of, and venue in, the state and federal courts located King County, Washington. If a court with jurisdiction over the Parties to the Terms declares one or more provisions or parts of the Terms invalid, illegal or unenforceable, the remaining provisions will nevertheless remain in full force and effect, unless such severance would frustrate the contractual intent of the Parties. Any notice required to be given under the Terms must be in writing and delivered personally, sent via confirmed email, sent by express courier or sent by registered or certified mail, postage prepaid, to the recipient's address provided in the Order (or any other address as a Party may designate by written notice).