

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into and effective as of the date Client accepts it (the "**Effective Date**"), by and between **Adver LLC**, a Tennessee limited liability company ("**Adver**," "**we**," "**us**," or "**our**"), and the client identified in the applicable Order Form or Stripe checkout ("**Client**," "**you**," or "**your**"). Adver and Client are each a "**Party**" and together the "**Parties**."

1. Definitions

- "**Cycle**" means a four (4) week period of Services, which is also the standard billing and delivery period under this Agreement.
- "**Order Form**" means the proposal, order summary, package selection, or Stripe checkout page that identifies the selected package, Fees, and the Deliverable quantities for a Cycle. Each Order Form is governed by and incorporated into this Agreement.
- "**Deliverables**" means the finished creative assets (including videos and hook variations) and related materials Adver produces and delivers to Client under an Order Form.
- "**Ad Platform**" means Meta (Facebook and Instagram) and any other advertising platform on which Client runs the Deliverables.
- "**Fees**" means the amounts payable by Client for the Services, as set out in the applicable Order Form. Fees do not include Client's ad spend, which Client pays directly to the Ad Platform.
- "**Client Materials**" means products, samples, trademarks, logos, brand assets, copy, data, and other materials Client provides to Adver.

2. Services

Each Cycle, Adver will provide performance creative production services for paid social advertising. Depending on the package identified in the Order Form, the Services may include some or all of the following:

- Ideal customer profile (ICP) and niche research;
- Creative strategy and ongoing communication;
- Copywriting and scripting;
- Production, including creator sourcing, training, briefing, filming, and quality control;
- Editing; and
- Delivery of finished Deliverables to Client's internal team or media buyer.

Adver determines the creative approach and the methods, tools, and means of performing the Services in its professional discretion. Adver may use qualified subcontractors and contracted creators to perform the Services.

3. Deliverables and Revisions

The number of videos, hook variations, and other Deliverables for a Cycle is determined by the package and Fee identified in the applicable Order Form, and may vary by Fee level. Adver will deliver the Deliverables for each Cycle to Client's team or media buyer by the end of that Cycle, subject to Client meeting its responsibilities under Section 7.

Each Deliverable includes one (1) round of reasonable revisions if requested within seven (7) days of delivery. Additional revisions, rush requests, or work outside the scope of the Order Form may be subject to additional Fees agreed by the Parties. Raw footage, project files, and source files are not included and remain Adver's property unless separately purchased in writing.

4. Term and Renewal

This Agreement begins on the Effective Date and continues on a Cycle-to-Cycle basis. Unless cancelled in accordance with Section 5, each Cycle automatically renews into the next Cycle, and Client authorizes Adver to charge the applicable Fee for each renewing Cycle, subject to Section 9.8.

Client may elect a prepaid term in the Order Form: a semi-annual term at a five percent (5%) discount, or an annual term at a ten percent (10%) discount. Prepaid terms are billed in advance and, except as expressly provided in the Performance Guarantee (Section 9), are non-refundable.

5. Cancellation

Either Party may cancel this Agreement by providing written notice at least fourteen (14) days before the start of the next Cycle. Cancellation takes effect at the end of the then-current paid Cycle. Adver will complete and deliver the Services for any Cycle that has already been paid. Fees already paid are non-refundable except as expressly provided in the Performance Guarantee (Section 9), and there are no partial-Cycle refunds.

6. Fees and Payment

Fees are billed per Cycle in advance and are due on the first day of each Cycle. Client authorizes Adver (or its payment processor, typically Stripe) to automatically charge Client's designated payment method for all Fees, including renewing Cycles, until this Agreement is cancelled, subject to Section 9.8. Where the Parties agree to an alternative payment method, Client will pay each invoice within the time stated on the invoice.

If a payment fails or is past due, Adver may suspend the Services and withhold Deliverables until payment is made, and may charge interest on overdue amounts at the lesser of 1.5% per month or the maximum rate permitted by law. Client agrees not to initiate a chargeback or payment dispute for properly charged Fees, and instead to resolve any billing dispute under Section 21. Fees are exclusive of any applicable taxes. Ad spend is Client's sole responsibility and is paid by Client directly to the Ad Platform.

7. Client Responsibilities

Client is responsible for the following, and Client acknowledges that Adver's ability to perform (and the Performance Guarantee in Section 9) depends on Client meeting them:

- Granting and maintaining read-only access to Client's ad accounts and Ad Platform performance data for the duration of this Agreement;
- Providing timely feedback, approvals, brand assets, product information, and product samples, including shipping any products needed for filming;
- Maintaining a live, working sales funnel and a lawful, active offer;
- Funding and running the Deliverables, including the dedicated testing ad set, minimum test spend, and delivery pacing described in Section 9, and launching the Deliverables as delivered within five (5) business days of delivery; and
- Running all advertising in compliance with applicable law and the policies of each Ad Platform.

Client delays or failures to meet these responsibilities may extend timelines and may void the Performance Guarantee for the affected Cycle.

8. Ad Platform Access and Data

Client grants Adver read-only access to Client's ad accounts and related analytics so that Adver can perform, review, and report on the Services each Cycle. Adver may collect and use campaign

performance data and results for the purposes of performing the Services and for the marketing uses described in Section 11.

9. Performance Guarantee

The following Performance Guarantee applies only to new Clients and covers only the first batch of creative Adver delivers (the "Guarantee Batch"). It is the sole and exclusive performance promise made by Adver under this Agreement and does not apply to later Cycles or to existing Clients.

9.1 The promise. Adver guarantees that at least one creative in the Guarantee Batch will meet the Applicable Metric (Section 9.2), measured in Meta Ads Manager over the Test Window. If the Performance Guarantee applies, the Applicable Metric is not met, and Client submits a timely, valid claim under Section 9.7, Adver will refund the First Cycle Fee in full (Section 9.9).

9.2 Guarantee track. The metric that applies (the "Applicable Metric") is determined at intake and recorded on the Order Form or in a written intake confirmation (email is sufficient): (a) the Primary Metric (Section 9.3) applies if, at intake, Client's ad account has both a qualifying Benchmark Ad and at least fifty (50) tracked purchase conversions in the thirty (30) days before the first Cycle begins; (b) in all other cases, the Fallback Metric (Section 9.4) applies automatically.

9.3 Primary Metric (ROAS). At least one creative in the Guarantee Batch achieves a higher ROAS than the Benchmark Ad, with both measured over the same Test Window. For the Primary Metric, the "Test Window" is the Guarantee Batch's first thirty (30) days of live spend. "Benchmark Ad" means the single ad in Client's ad account with the highest ROAS among ads that received at least \$500 in spend during the sixty (60) days before the first Cycle begins, as identified and recorded at intake. All measurements use Meta Ads Manager with the attribution settings recorded at intake (if none are recorded, 7-day click and 1-day view); neither Party will change attribution settings during the Test Window. Client will keep the Benchmark Ad live and funded throughout the Test Window; if the Benchmark Ad stops delivering during the Test Window for reasons within Client's control, the comparison will instead use the Benchmark Ad's ROAS over the thirty (30) days immediately preceding the Test Window.

9.4 Fallback Metric (CTR). At least one creative in the Guarantee Batch achieves a link click-through rate of at least 1.2% within the Guarantee Batch's first fourteen (14) days of live spend (the "Test Window" for the Fallback Metric), measured on creatives that have each received at least \$100 in spend.

9.5 Conditions. The Performance Guarantee applies only if all of the following are met and remain met: (a) at intake, Client has a live, working funnel with an active offer and a defined target avatar, and the intake items in Section 9.2 are recorded; (b) the Guarantee Batch is run in a dedicated testing ad set, with the Ad Platform optimizing delivery across the creatives in the batch, using the targeting and optimization settings agreed at intake; (c) the Guarantee Batch is launched as delivered, within five (5) business days of delivery, without material edits; (d) Client funds the dedicated testing ad set with at least the minimum test spend over the Test Window, with delivery active on at least 80% of the days in the Test Window; the minimum test spend is the amount recorded on the Order Form and in any event not less than: for the Primary Metric, the greater of \$5,000 or \$1,200 per video in the Guarantee Batch (hook variations of the same video counted together as one video), and for the Fallback Metric, the greater of \$1,000 or \$300 per video; (e) Client does not make material adverse changes to the funnel, landing pages, offer, pricing, or checkout during the Test Window; and (f) Client maintains Adver's read-only ad account access through resolution of any claim. If any condition is not met, the Performance Guarantee does not apply, consistent with Section 7.

9.6 Ad disapprovals. If the Ad Platform disapproves a delivered creative for reasons attributable to the creative content itself, Adver will promptly revise or replace that creative and the Test Window for that creative restarts on relaunch. If a disapproval, restriction, or account limitation arises from Client's product, offer, landing page, account standing, or policy history, the affected creatives are excluded from measurement, and if the testing ad set cannot run as a result, the Performance Guarantee does not apply.

9.7 Claims; measurement and verification. Adver will verify all measurements under this Section 9 directly through its read-only access under Section 8; in the event of any discrepancy, the data shown in Meta Ads Manager through Adver's access controls. To claim the refund, Client must submit a claim in writing (email is sufficient) within fourteen (14) days after the Test Window closes, including a Meta Ads Manager export or screenshots showing the relevant metrics for the delivered creatives (and for the Benchmark Ad, if the Primary Metric applies). Adver will validate or dispute a claim within seven (7) business days of receipt. If Client revokes, restricts, or fails to maintain Adver's access at any time during the Test Window or before a claim is resolved, the Applicable Metric is deemed met. If no timely claim is made, the Applicable Metric is deemed met.

9.8 Second Cycle election; pause during a pending claim. At intake, Client elects on the Order Form (or in the written intake confirmation) one of the following for the second Cycle: (a) Continuous delivery (the default if no election is recorded): the second Cycle renews and bills on its normal schedule under Sections 4 and 6, and Client acknowledges that the second and later Cycles are not covered by the Performance Guarantee; or (b) Wait for results: the second Cycle is not billed and its production does not begin until the Test Window has closed and any claim submitted under Section 9.7 has been resolved, with delivery timelines shifting accordingly. In either case, from Adver's receipt of a claim under Section 9.7 until that claim is resolved, automatic renewal billing under Sections 4 and 6 is paused and no new Cycle Fees are charged; any Cycle already paid continues and is delivered normally.

9.9 Refund; effect. "First Cycle Fee" means the Fee actually paid that is allocable to Client's first Cycle (for prepaid terms under Section 4, the prepaid amount divided by the number of Cycles in the prepaid term). Adver will issue any refund owed under this Section 9 within fifteen (15) business days after it validates a timely claim, to Client's original payment method. Upon issuance of the refund, either Party may cancel this Agreement effective immediately, without further Fees; Adver will still complete any Cycle already paid, per Section 5. Notwithstanding the refund, Deliverables from the refunded Cycle are treated as fully paid for purposes of Section 10, and Client retains ownership of them as provided there.

9.10 Sole remedy. The remedies stated in this Section 9 are Client's sole and exclusive remedy, and Adver's entire liability, for any failure of creative performance.

10. Intellectual Property

Client Materials. Client retains all right, title, and interest in Client Materials. Client grants Adver a license to use Client Materials as needed to perform the Services and for the marketing uses described in Section 11.

Deliverables. Upon Adver's receipt of full payment for the Cycle in which a Deliverable is created, Adver assigns to Client all right, title, and interest in the final Deliverables for that Cycle, except for (a) Adver's retained marketing license in Section 11 and (b) Adver's Background IP defined below. Until full payment is received, all Deliverables remain the sole property of Adver, and Client has no license or right to use them. Deliverables treated as fully paid under Section 9.9 transfer under this Section 10 notwithstanding any refund.

Adver Background IP. Adver retains all right, title, and interest in its pre-existing and independently developed materials, including its research methods, frameworks, processes, templates, know-how, software, and tools ("Background IP"). Client receives no rights in Background IP except as embodied in the final Deliverables and as necessary to use those Deliverables.

Creator content. Adver represents that it obtains from its creators and subcontractors the rights and releases necessary to deliver and assign the Deliverables to Client and to make the marketing uses described in Section 11.

11. Marketing and Publicity License

Client grants Adver a perpetual, irrevocable, worldwide, royalty-free, and sublicensable license to use Client's name, logos, and trademarks; the Deliverables; campaign results and performance data; and communications between the Parties, in Adver's marketing, advertising, testimonials, case studies, landing pages, sales materials, portfolios, pitch decks, and social media, in any medium now known or later developed, without any further approval, attribution, or compensation. This license survives termination or expiration of this Agreement.

This license does not permit Adver to publish (a) personal data of Client's end customers, or (b) information whose disclosure would violate applicable law or the rights of a third party. Apart from those limits, Client waives any right of approval over Adver's use of the licensed materials for the purposes described above.

12. Confidentiality

Each Party may receive non-public information of the other Party that is marked or reasonably understood to be confidential ("Confidential Information"). The receiving Party will use the disclosing Party's Confidential Information only to perform under this Agreement and will protect it with reasonable care. Confidential Information does not include information that is or becomes public through no fault of the receiving Party, was already known to it, is independently developed, or is rightfully received from a third party.

This Section 12 is subject to, and does not limit, the marketing and publicity license in Section 11, which controls with respect to the materials licensed there.

13. Non-Exclusivity and Competitors

The engagement is non-exclusive. Client is not required to use Adver as its exclusive provider of creative or advertising services, and Adver is not required to work exclusively for Client. Adver may provide the same or similar services to any other person or business, including Client's competitors, and nothing in this Agreement restricts Adver from doing so or treats it as a conflict of interest or breach. No non-compete or exclusivity obligation is implied. For clarity, Adver will continue to protect Client's Confidential Information under Section 12 even while working with other clients in Client's industry.

14. Representations and Warranties

Adver represents and warrants that it will perform the Services in a professional and workmanlike manner, and that the original elements of the Deliverables it creates are its original work or properly licensed and, to its knowledge, do not infringe the intellectual property rights of any third party.

Client represents and warrants that it owns or has the rights to the Client Materials and to any product, claim, or offer it advertises; that its products, offers, and advertising claims are lawful and not misleading; that the information it provides to Adver is accurate; and that it will run advertising in compliance with applicable law and Ad Platform policies.

Each Party represents that it has the authority to enter into this Agreement.

15. Disclaimers

EXCEPT FOR THE EXPRESS PERFORMANCE GUARANTEE IN SECTION 9, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," AND ADVER MAKES NO WARRANTY OF ANY SPECIFIC BUSINESS RESULT, INCLUDING ANY LEVEL OF REVENUE, SALES, ROAS, CLICK-THROUGH RATE, CONVERSIONS, OR AD PERFORMANCE.

Advertising outcomes depend on many factors outside Adver's control, including Client's offer, pricing, funnel, website, follow-up, market conditions, media buying, and the Ad Platforms' own algorithms and decisions. Adver does not control and is not responsible for Ad Platform decisions, including the rejection,

limitation, suspension, or banning of any ad or account. Except as expressly stated in this Agreement, Adver disclaims all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OR LOST REVENUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ADVER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CLIENT FOR THE THEN-CURRENT CYCLE IN WHICH THE CLAIM AROSE.

Any refund owed under the Performance Guarantee (Section 9) is provided in addition to, and is not limited by, the liability cap in this Section 16. Nothing in this Section limits a Party's liability for fraud, willful misconduct, or other liability that cannot be limited under applicable law.

17. Indemnification

Client will defend, indemnify, and hold harmless Adver from and against third-party claims arising out of Client's products, offers, and advertising claims; Client Materials; Client's use of the Deliverables; and Client's violation of law or Ad Platform policies.

Adver will defend, indemnify, and hold harmless Client from and against third-party claims that the original elements of the Deliverables created by Adver infringe a third party's intellectual property rights, excluding claims arising from Client Materials or from Client's modifications to the Deliverables. The indemnifying Party's obligations are conditioned on prompt notice, reasonable cooperation, and sole control of the defense and settlement of the claim.

18. Independent Contractor

Adver is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the Parties. Each Party is responsible for its own taxes and personnel.

19. Termination and Effect of Termination

Either Party may terminate this Agreement for cause if the other Party materially breaches it and fails to cure the breach within ten (10) business days after written notice. Either Party may also cancel for convenience under Section 5. Adver may suspend or terminate for non-payment.

On termination or expiration: Client will pay for all Services through the end of the then-current paid Cycle; Adver's access to Client accounts will be revoked; ownership of Deliverables for fully paid Cycles will have transferred as described in Section 10; and the provisions that by their nature should survive (including Section 9 with respect to any pending claim, and Sections 10, 11, 12, 15, 16, 17, and 21) will survive.

20. Force Majeure

Neither Party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, natural disasters, war, civil unrest, labor disputes, internet or platform outages, and changes in Ad Platform policy or availability.

21. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Tennessee, without regard to its conflict-of-laws rules.

If a dispute arises, the Parties will first attempt in good faith to resolve it through direct negotiation. If they cannot, they will submit the dispute to non-binding mediation in Tennessee. If the dispute is still not resolved within thirty (30) days after mediation begins, it will be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in Williamson County, Tennessee. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either Party may seek temporary or preliminary injunctive relief in the state or federal courts located in Tennessee to protect its intellectual property or Confidential Information. Each Party waives any right to a jury trial.

22. General

This Agreement, together with each Order Form, is the entire agreement between the Parties and supersedes all prior discussions. If there is a conflict, the Order Form controls for commercial terms (such as package, Fees, and Deliverable quantities) and this Agreement controls for legal terms. Amendments must be in writing and agreed by both Parties, except that Adver may update Fees and packages on a going-forward basis effective at the next renewing Cycle. Client may not assign this Agreement without Adver's consent; Adver may assign it in connection with a merger, acquisition, or sale of assets. Notices may be sent by email to the addresses the Parties use for the engagement. If any provision is held unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

23. Acceptance and Electronic Signature

This Agreement may be accepted by either of the following methods. Each method is sufficient on its own and forms a binding agreement:

- **E-signature.** An authorized representative of Client signs this Agreement electronically (for example, through DocuSign) and the Parties complete Schedule A (Order Form). The Effective Date is the date of the last signature.
- **Stripe acceptance.** Client clicks to accept this Agreement at Stripe checkout, or pays a Stripe invoice that links to this Agreement. In that case, the Stripe checkout, including its selected line items, price, and billing interval, constitutes the Order Form for the engagement; the date of acceptance or payment is the Effective Date; and Stripe's recorded consent and payment record serve as Client's signature. A completed Schedule A and the signature block below are not required for acceptance by this method.

The Parties agree that electronic acceptance and electronic signatures are valid and enforceable to the same extent as handwritten signatures under the U.S. ESIGN Act and the Uniform Electronic Transactions Act (UETA), and each Party waives any objection to enforceability based on electronic form. This Agreement may be executed in counterparts.

Agreed and accepted:

Use the signature block below to accept by e-signature. It is not required when Client accepts through Stripe; in that case Stripe's recorded acceptance and payment serve as Client's signature.

ADVER LLC

Signature

Name: _____ Title: _____ Date: _____

CLIENT

Signature

Company: _____ Name: _____ Title:

Date: _____

SCHEDULE A - ORDER FORM

Complete this Schedule for acceptance by e-signature. When Client accepts through Stripe, the Stripe checkout (its line items, price, and billing interval) serves as the Order Form and this Schedule is not required; in that case, the Performance Guarantee intake items below are recorded in a written intake confirmation (email is sufficient) under Section 9.2.

Client legal name: _____

Entity type and state of formation: _____

Primary contact (name and email): _____

Package (select one): Core / Volume / Custom: _____

Deliverables this Cycle (videos x hooks): _____

Cycle Fee (per 4-week Cycle): \$ _____

Billing term (select one): Month-to-month / Semi-annual (5% off) / Annual (10% off): _____

First Cycle start date: _____

Payment method (select one): Stripe / Other: _____

Performance Guarantee applies (new client, first batch)? Yes / No: _____

Performance Guarantee intake (Section 9.2):

Guarantee track (select one): Primary (ROAS) / Fallback (CTR): _____

Benchmark Ad (Primary only; name/ID, ROAS, spend, 60-day lookback dates):

Tracked purchase conversions in the prior 30 days: _____

Attribution settings for measurement (default 7-day click, 1-day view): _____

Testing ad set targeting and optimization settings (summary or link):

Minimum test spend recorded (Section 9.5(d): greater of \$5,000 or \$1,200 per video for Primary; greater of \$1,000 or \$300 per video for Fallback; may be set higher): \$ _____

Second Cycle billing election (Section 9.8): Continuous delivery (default) / Wait for results:

Notes / custom terms:

