

PROFESSIONALS AGREEMENT

This Professional Agreement (the “Agreement”) by you as a Producer, Guide, or Artist (individually “Producer”, “Guide”, or “Artist”, and collectively “Professional” or “you”/ “your”) and My Brand Desk, a part of Blue Artists LLC (together referred to as the “Brand Desk” or “Agency” or “we”/ “our”/ “us”), takes effect as of the date your Professional Account is created. Please read this Agreement carefully before becoming a Professional and using our Website or Platform or offering Services.

This Agreement represents the entire understanding of both Parties, so it supersedes all previous agreements and understandings and discussions. However, it is subject to the Brand Desk Membership Agreement (if you are a member) and to the Terms and Conditions of www.MyBrandDesk.com (“Terms”), specifically including but not limited to references, the class action and jury trial waiver, ownership, limitation of liability, dispute resolution, general provisions (such as severability and waiver provisions), and the Privacy Policy, and in the case of any conflict between those agreements and this Professionals Agreement, this Professionals Agreement will govern.

I. Our Platform

A. Our Platform.

We provide a specific domain platform on the Website (“Platform”) where Services may be marketed in order to connect you with Members and potential members pursuant to a Professional account (“Professional Account”). We advertise and market our “Services”, which include those offered by Twirl Design, Write Move, Media Roll, Task Flow, Vlix Marketing, Walters Publishing, The Table Advisory, and Kai Music Group. You will help fulfill these Services for Members in your position as a Professional. We may find Members through marketing services, such as website development and hosting, search engine optimization, video production and hosting, email services, online advertising (including paid advertising, directory advertising placements, and lead generation), offline advertising, consulting or advisory services, and other marketing services. We reserve the right to edit, suspend, or refuse to publish any Service or content as we decide in our sole discretion, such as content we believe would violate a third party’s rights or expose us to liability.

A Member will begin a new Project when they purchase a Service, where these potential or actual Projects are considered “Assignments” to Professionals. We will provide you with Assignments for Members, but they will remain our Assignments and our Members who are working with you. Specifically, our algorithm matches you with Assignments based on your availability, skill sets, and Brand Desk ratings (detailed below). If you are an Artist, a Producer will review your profile and can

invite you to take on an Assignment. Once you have completed an Assignment, these Services result in particular deliverables, such as logos, websites, action plans, videos, pictures, content, or any other product (final or work product) as a result of the Services (collectively “Deliverables”).

B. Professional Positions.

Professionals include positions of Artist, Producer, and Guide, which are detailed as follows:

- (i) Artist includes a graphic designer, marketing expert, photographer, videographer, web developer, writer, editor, or any of the other marvelous talents accepted to represent and provide Services at Brand Desk.
- (ii) A Guide will act as a consultant, working closely with each Member to develop branding and marketing strategies as well as recommending Brand Desk solutions.
- (iii) A Producer will communicate, organize, plan, troubleshoot, and manage the Projects to Members as Assignments to Professionals from start to the final Deliverables.

You agree to fulfill the duties of your Professional position, pursuant to the Brand Desk guides and requirements by Brand Desk, and to act in the best interest of the Member.

C. Third-Party Services.

Certain Services may integrate with or be integrated into third-party websites, services, content, and/or materials (“Third-Party Services”). The Third-Party Services include but are not limited to other professionals and platforms. While our Agency does perform a background and verification check on the Professionals as well as filtering as to other Third-Party Services, our Agency does not control any Third-Party Services, so we make no claim or representation regarding the Third-Party Services and accept no responsibility for the quality, content, nature, or reliability of Third-Party Services. There is no implied affiliation, endorsement, or adoption by the Agency of these Third-Party Services, and we will not be responsible for any content provided on or through these Third-Party Services.

D. Your Use of Our Platform.

It is your responsibility to use the Platform, and we will not be liable if you do not use our Platform or if you do not generate any potential members or Assignments. Not utilizing our Platform, or not generating any potential or actual members or Assignments, does not constitute payments or reimbursements. We have the absolute right to rename, make improvements

and/or changes in, and/or withdraw any components from our Platform at any time without notice and without additional payments. The content accessed through the Website or Platform may include inaccuracies or errors. Changes are periodically made to the content without notice and without additional payments.

E. Payment for Services.

It costs nothing to join, there are no Professional Account fees, you do not have to pay to apply for Assignments, and you keep all of your earnings. Artists are paid at a predetermined price offered to Members. Guides receive a commission from all the products and services that Members purchase from their recommendation. Producers are paid based on each type of Project. The amount of each payment will be provided by Brand Desk and is subject to change at our sole discretion without prior notice to you. You will get paid within thirty (30) days after your Assignment is completed. Brand Desk guarantees that you will be paid for the work done, unless you are in breach of or violating this Agreement or other agreements between you and us.

II. Your Professional Account

A. Registration.

Professionals must register to be on the Platform. Professional will choose a unique identifier and password as well as provide personal and financial information to the Agency ("Information"). Professional is responsible for ensuring the continued accuracy, security, and confidentiality of the Information, except to the extent we secure your Information as provided in this Agreement and the Privacy Policy. Providing false or inaccurate Information or using the Platform to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

We carefully screen all of our Professionals. When you sign up, you will send us samples of your work along with your resume and references. We require a minimum of three (3) years of experience in your field, a solid portfolio, past member feedback, and a link to your website (if any). We will review what you have provided and, at our sole discretion, determine if we wish to provide you an interview.

In order to be a Professional, you must meet certain conditions, including but not limited to the following:

- You must be 18 years of age or older.
- You must not be in violation of any provisions of this Agreement or the Terms.
- You must not have previously created any other Professional account with us, unless you receive prior permission from us to create an additional profile.
- You must provide us with personal information, payment information, and other information that we deem necessary for you to be a Professional.

B. Rankings and Ratings.

If you are accepted to be a Professional on Brand Desk, you will begin at Rank 1 and must work Assignments with great service and customer ratings to increase your Ranking through our Brand Desk point system. Your Ranking determines how many Assignments you can take at one time. For example, if your Brand Desk Ranking entitles you to three (3) Assignments at a time, you will continue to receive Assignment offers until you are confirmed for three (3) simultaneous Assignments. You will not be able to accept another Assignment until you complete one of the three you are working on or earn enough points to rank up to the next Ranking and increase your Assignment limit.

Everyone involved in a Project receives a rating upon completion. This includes the Artist, Producer, and Member. A high Artist rating indicates a demonstrated commitment to great work, excellent communication and relationships, and timely delivery. Ratings result in points that can help you increase your Ranking.

C. Professional Responsibilities and Warranties.

You agree and acknowledge that certain information, content, schedules, decision-making, and approvals will be required of you during the process of delivering Services. You agree not to attempt to solicit our vendors, employees, representatives, or other agents to leave the Agency without consent by the Agency.

You agree that all of the Information is accurate, up to date, and without the omission of any requested information. You agree that even if you have omitted any necessary Information, whether knowingly or unknowingly, you will hold the Agency harmless against all liability for any damages that may occur to you or others because of your actions or inactions. You agree to notify us of any changes or upcoming changes concerning your Information.

D. Professional's Conduct.

You agree to provide clear and timely communication with the Members, the Agency, and the other Professionals on an Assignment. The Producer functions as the project manager and can quality-check the work of the Artist and Guide, answer questions, manage deadlines, and troubleshoot. If there are issues completing an Assignment or working with a Member or other Professionals, a Producer can work with the Agency to reassign the project to another Professional.

Even though it is incorporated above with the Terms, you agree that you will not provide Services or any of the features of the Platform in a way that would violate the "Use of Our Website" Section of the Terms, such as harassing Members or soliciting in a way that is outside the scope of your position as a Professional.

You must redact or not upload information that contains Members' or potential members' social security numbers, account numbers, or medical information, and you will hold the Agency harmless for any disclosure that was not caused by the Agency's gross negligence. We may refuse, modify, or remove from any Services or other Professional content we deem to violate applicable law, our legal rights, this Agreement, or the rights of a third party or Member or Professional. We may terminate our Services if we determine that other remedies are ineffective.

III. Intellectual Property Rights and Confidentiality

A. Background Technology and Professional Account.

The "Ownership" Section of the Terms applies in this Agreement and your Professional Account as well, including the long lists of examples of protected material and information. Deliverables (whether work product or the final version) are considered owned by the Agency until transferred to the Member. As such, the work you provide is considered work-for-hire. You cannot resell or make any profit, or assist anyone else in making a profit that is not the Member, the Agency, or another Professional who has been assigned the Assignment for which the Deliverables were created or produced.

B. Use of Logo.

If you are in good standing with the Agency and not in breach of this Agreement or any other agreement with Brand Desk, you may use one of our approved logos as we may provide to you, if you comply with the following conditions:

- The logo may not be changed or altered in any way. It must be displayed in the same manner as shown and cannot be reproduced unless such reproduction is identical to the logo provided by the Agency.
- Professionals may use the logo only on their letterhead, business cards, similar documents, websites, and products not for sale on which the name and address of the Professional or the Professional's business is displayed.
- The logo may not be used in any way that suggests or implies approval by the Agency of any product, service, or practice outside that which is publicly provided and current at that time. This includes any use that the public might interpret as an endorsement or approval by the Agency of a Professional or a Professional's business or that might be taken to support or encourage a Professional's sale of product or service.
- Logos may not be used on advertisements or service literature.
- No person, entity, other agency, or Professional gains any rights whatsoever in the logos or their use; it remains the property of the Agency. The Agency reserves the right in its sole and absolute discretion to require the logo's removal from any location or thing the Agency feels does not comply with this policy, or which could or does discredit the Agency.

Any unauthorized use of the logos may result in legal action and the imposition of damages.

C. Confidentiality.

Professional agrees that in the course of providing Services and the use of Platform, it will be necessary for the Agency, Members, potential members, and other Professionals to disclose certain aspects of their Information to one another. One example is when a Producer allows you to view a Member's information to determine your ability to assist that Member. Both you and we will hold and maintain in strict confidence all Member and Professional Information. The Agency may share your Information with its Members, potential members, employees, contractors, Professionals, and other agents as well as third parties. Specifically, you are allowing the Agency to use your name and Information as a Professional, as well as written, verbal, or implied testimonials by or about you, when marketing the Agency and sharing testimonials, in any method we choose, including verbally, electronically, or printed. You may opt in to allow us to use your name and written, verbal, or implied testimonials by you for marketing purposes. If you opt in, then anything you want EXEMPT from this policy needs to be in writing, signed and submitted promptly.

IV. Liability and Indemnification

A. Limitation of Liability.

Agency is in no way responsible or liable for your interactions with others, and your actions are your sole and exclusive responsibility. Agency is also not responsible or liable for any content posted by other Professionals or by Members. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR PROVIDING SERVICES AND USE OF THE WEBSITE OR PLATFORM. OUR WEBSITE AND PLATFORM ARE PROVIDED “AS IS,” AND WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE AGENCY AND ITS MEMBERS, EMPLOYEES, PROFESSIONALS, CONTRACTORS, AND OTHER AGENTS SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL CONSULTATIONS, ADVICE, DELIVERABLES, AND OUR SERVICES. IN NO EVENT WILL WE, OR ANY THIRD PARTIES WE WORK WITH, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE OUR SERVICES, WEBSITE, OR PLATFORM.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, liability is limited to the greatest extent permitted by law, resulting in the smallest dollar amount permitted for the aggregate liability for our Website, Platform, and affiliated parties for a claim deriving from or related to our Website or Platform. This is in place of any and all other remedies otherwise available.

B. Indemnification.

You agree to indemnify, defend, and hold harmless the Agency and its other members, employees, contractors, Professionals, and other agents from and against all losses, expenses, damages, and costs, including reasonable attorneys’ fees, resulting from (i) providing Services or Deliverables, (ii) use of our Website or Platform or violation of this Agreement (including negligent or wrongful conduct) by you or any other person affiliated with you that has used our Services or accessed our Website or Platform, (iii) any infringement of intellectual property, (iv) any improper marketing or advertising, and (v) enforcement of this Agreement, such as this indemnification clause.

V. Professional Account Suspension and Termination Policy

You must notify the Agency by email for any terminations, holds, and/or changes, putting “Professional account termination,” “hold,” or “change” as the subject heading of the email. In turn, the Agency will send a confirmation by email after the

changes have been made to the account. Professional agrees that Agency could take up to seven (7) business days to respond.

Further, breaching any part of this Agreement or Terms or any other agreements with us may cause Professional Account Suspension or Termination. This Agreement will also immediately terminate upon the death of the Professional; the liquidation, dissolution, or discontinuance of the Agency by the Agency in any manner; or the filing of any petition by or against the Agency under federal or state bankruptcy or insolvency laws.

If your Professional Account is suspended, your information will be retained for twelve (12) months, unless sooner requested by the Professional. If your account is terminated, the Agency may transfer, destroy, or delete your information and Deliverables immediately.

If the Agency retains counsel for collection of any damages or indemnification against you, you agree to pay any and all costs and fees, including attorneys' fees, incurred for the collection of the unpaid balance. The costs and fees will be reduced by an unpaid balance owed to you. Upon termination, the Agency may withhold funds owed to you for a period of thirty (30) additional days and reduce the amount owed by damages or indemnification owed to the Agency in the Agency's sole discretion.

VI. General Provisions

A. Delays.

We do not warrant that our Website or Platform or Services will operate without mistakes or delays. Further, we will not be liable for any delays of the Platform, Assignments, or Services due to factors outside our control, including but not limited to Member- or Professional-caused delays, fires, weather, strikes, acts of war, or acts of God.

B. Relationship.

You agree and warrant that your Professional Account is that of a contractor in our Platform or Services and not as any owner or equity position in a company. Your Account is for your own accord and not for distribution or transfer to another person or entity. You agree that you will not assign, sell, hypothecate, or otherwise transfer your Account, unless it is directly as a result of the sale of all or substantially all of your business. We will not be construed as employee/employer, joint venture, or partnership with you. Further, the relationship established by this Agreement is not exclusive on the part of the

Agency; we may provide Professional Accounts or Services to other Professionals at our own discretion without notification to you.

C. Reminder of Entire Agreement.

As stated above, this Agreement represents the entire understanding of both Parties, so it supersedes all previous agreements, understandings, and discussions but is subject to the Brand Desk Professionals Agreement and to the Terms and Conditions of www.MyBrandDesk.com (“Terms”).