



Sales Agency Agreement

Revision: November 11, 2024

This Agreement (the “Agreement” or “Sales Agency Agreement”) and the Terms and Conditions herein (the “Terms” or “Terms and Conditions” or “Terms of Sales Agency”) are an agreement between the person specified in the Legal Name field of the Onboarding (the “Agent” or “Sales Agent”) and Adqua, LLC (the “Principal” or “Adqua”), collectively (the “Parties”) and individually (a “Party”).

1. Onboarding

The Agent agrees to complete and electronically sign an online onboarding form (the “Onboarding” or “Sales Agent Onboarding”) to enter into a legally binding contract with the Principal. The Agent agrees and acknowledges that the Onboarding is an annex to the Agreement and that the Onboarding and Agreement constitute one and the same legal instrument. The Agent further agrees and acknowledges that the person specified in the Legal Name field of the Onboarding identifies the Agent, and that by electronically signing the Onboarding the Agent is entering into a legally binding contract with the Principal.

The person who signs the Onboarding represents and warrants the following: (i) that they have full authority to enter into an agreement with Adqua; (ii) that they have provided complete and accurate information in the Onboarding; and (iii) that they fully agree to all the Terms and Conditions of the Agreement.

The Parties agree and acknowledge that this Agreement shall become effective on the date that the Authorized Signature field in the Onboarding (the “Authorized Signature”) has been electronically signed by the Agent (the “Effective Date”), as evidenced by the Authorized Signature Date/Time field in the Onboarding (the “Authorized Signature Date/Time”) and further evidenced by the Onboarding Submission Timestamp recorded in the Onboarding system (the “Onboarding Submission Timestamp”).

2. Agency

The Parties agree to enter into a limited, non-exclusive, non-transferrable, non-assignable Principal/Agent relationship (the “Sales Agency” or “Agency”) for the sole purpose of generating Sales Leads and Adqua Clients for the Principal. The Parties agree to enter into the Sales Agency in good faith and for the mutual benefit of the Parties. The Agent agrees and acknowledges that the Sales Agency does not provide the Agent with any ownership stake, shares, equity, interest, and/or control in Adqua.

3. Term

The Parties agree and acknowledge that this Agreement shall continue indefinitely (the “Term”) until either Party terminates this Agreement pursuant to the Termination clause.

4. Services



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The Agent hereby agrees to perform the following Services on behalf of the Principal (the “Services” or “Agent Services”):

- (i) to find, contact, and initiate conversations with prospective clients for Adqua (individually, a “Sales Lead” and collectively, “Sales Leads”), located in the United States and/or Canada (the “Sales Territory”), by a variety of methods and means, including but not limited to emails, phone calls, direct messages, business networking groups and events, social media posts, personal networking, and in-person meetings (the “Sales Contact Methods”);
- (ii) to qualify and vet the Sales Leads for the fundamental prerequisites of a managed advertising campaign, including but not limited to minimum advertising budget, minimum time commitment, business website and/or landing page, business trademark ownership, business age and maturity, and communication quality (the “Advertising Prerequisites”);
- (iii) to schedule the Sales Leads for a Free Consultation (the “Free Consultation”) with an Adqua Advertising Consultant (the “Advertising Consultant”) via the Adqua Calendly Page (the “Calendly Page”) located at the URL <https://calendly.com/adqua> (when scheduled, individually, a “Scheduled Sales Lead” and collectively, “Scheduled Sales Leads”);
- (iv) to keep track of and follow up with all Sales Leads who have not yet scheduled a Free Consultation and encourage them to schedule;
- (v) to maintain a record of all Sales Leads in order to attribute any respective Sales Lead to the Agent; and
- (vi) to participate in the Free Consultations as an observer, only when requested by the Principal, for the purposes of job training and potential job advancement.

5. Scope of Authority

The Agent’s authority to act on behalf of the Principal is limited in scope to the Services and the Terms and Conditions of this Agreement (the “Scope of Authority”). The Agent hereby agrees and acknowledges that the Scope of Authority expressly DOES NOT INCLUDE the authority to:

- (i) negotiate pricing;
- (ii) negotiate contract terms;
- (iii) close deals with and/or sign up Sales Leads;
- (iv) provide advertising and/or marketing consulting; and
- (v) contact any person, business, and/or entity located outside the Sales Territory.



The Agent has the right to represent themselves as a Sales Agent of Adqua and to publicly represent the Sales Agency in the communications, interactions, and presentations of the Agent, including but not limited to emails, phone calls, direct messages, business networking groups and events, social media posts, personal networking, and in-person meetings (the "Agency Representation"). The Agent may at its discretion use the Adqua IP pursuant to the Intellectual Property License clause when representing itself as a Sales Agent of Adqua.

To download the Adqua IP please visit:

https://drive.google.com/drive/folders/1odxIn_VFguP2jlg6jKu9dXiluHhflGG5?usp=sharing

6. Exclusivity

The Agent hereby agrees that while they are performing the Services on behalf of the Principal that they:

- (i) are exclusively representing the interests of the Principal and not any other person, business, and/or entity, including but not limited to, any business and/or entity owned and/or controlled by the Agent;
- (ii) shall not advertise and/or market any other person, business, and/or entity, including but not limited to, any business and/or entity owned and/or controlled by the Agent; and
- (iii) shall only distribute the business name, business cards, contact information, products and services information, and other marketing materials of the Principal.

The Agent is free to pursue any other work and to represent the interests of any other person, business, and/or entity while not performing the Services on behalf of the Principal.

7. Quotas

The Agent hereby agrees to meet the following Quotas when performing the Services (the "Quotas" or "Agent Quotas"):

- (i) to devote a minimum of five (5) hours per week and/or twenty (20) hours per month towards the Services (the "Time Quota");
- (ii) to generate a minimum of one (1) Scheduled Sales Lead per month and/or ten (10) Scheduled Sales Leads per year (the "Scheduled Sales Leads Quota"); and
- (iii) to communicate with the Principal a minimum of one (1) time per month regarding the overall status and progress of the Services (the "Communication Quota").



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The Agent shall have a sixty (60) day grace period that applies specifically to the Scheduled Sales Leads Quota (the "Scheduled Sales Leads Quota Grace Period") to provide the Agent with the time necessary for the Adqua Sales Training and to gain on-the-job experience. The Scheduled Sales Leads Quota shall not be enforced until after the Scheduled Sales Leads Quota Grace Period has elapsed.

In the event the Agent is unable to meet the Quotas within any thirty (30) day period (each respectively, a "Quotas Evaluation Period"), the Principal shall provide the Agent with a remedy period of thirty (30) days (the "Quotas Remedy Period") for the Agent to meet the Quotas. If the Agent is unable to meet the Quotas after the Quotas Remedy Period has elapsed, the Agent will be in Default and the Principal may, at its sole discretion, terminate this Agreement.

8. Independent Contractor

The Parties hereby agree and acknowledge that the Agent is performing the Services contemplated by this Agreement as an Independent Contractor (an "Independent Contractor") and shall not be deemed an employee of the Principal under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship.

The Agent shall not have the authority to bind the Principal in any manner, unless specifically authorized to do so in writing. The Agent shall have no claim against the Principal hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

9. Methods and Means

The Agent shall retain sole and absolute discretion in the methods and means by which the Agent performs the Services. The Principal may advise the Agent regarding the most appropriate and/or effective methods and means to perform the Services, and the Agent may approve or disapprove such recommendation at their discretion. Any directions, guides, outlines, and/or advice provided to the Agent regarding the methods and means by which the Agent performs the Services shall be considered as optional and voluntary.

The Agent is responsible for providing all equipment necessary to perform the Services contemplated by this Agreement. The Principal may, at its sole discretion, provide certain equipment if deemed necessary for a particular assignment or task without thereby creating a duty on the Principal to do so again in the future.

The Agent shall select the days and hours they are available for work while remaining in full compliance with the Time Quota. The Agent shall always perform the Services directly and does not have the right to transfer and/or assign the Services to any other person, business, and/or entity.

10. Agent Resources



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The Principal may, at its sole discretion, provide the Agent with certain resources to help support the Agent in performing the Services (the "Agent Resources"), including but not limited to the following:

- (i) Adqua Sales Training;
- (ii) Adqua business cards;
- (iii) Adqua website located at <https://adqua.com> (the "Adqua Website"); and
- (iv) Access to the Adqua Slack Workspace and Private Slack Channel.

The Agent agrees to participate in the Adqua Sales Training when provided by the Principal, including but not limited to individual and/or group video conferences, phone calls, mentorships, guided research, and reading (the "Adqua Sales Training").

The Principal may, at its sole discretion, determine the Agent Resources to provide to the Agent, and may add and/or remove resources from the Agent Resources at any time. The Principal is under no obligation and/or requirement to provide the Agent with Agent Resources.

11. Commission

The Principal agrees to pay a Commission (the "Commission" or "Agent Commission") to the Agent for every Sales Lead that becomes a client of Adqua (an "Adqua Client"). The Agent agrees and acknowledges that a Sales Lead only becomes an Adqua Client when that Sales Lead has executed a separate agreement with Adqua (the "Terms of Service Agreement"). The Principal reserves all rights to determine if a Sales Lead has become an Adqua Client and when that client relationship has begun.

The Commission consists of two parts, including a one-time payment in the amount of FIVE HUNDRED UNITED STATES DOLLARS (\$500 USD) (the "Signup Commission"), and a monthly payment in the amount of ONE HUNDRED UNITED STATES DOLLARS (\$100 USD) (the "Monthly Commission") that shall continue in perpetuity for as long as the Adqua Client remains a client of Adqua. The Principal reserves all rights to determine if an Adqua Client has remained a client of Adqua, and if the Adqua Client is no longer a client of Adqua, when that client relationship has ended.

The Principal agrees to pay the Signup Commission to the Agent within thirty (30) days of the respective Adqua Client's payment in full of all setup fees to Adqua (the "Adqua Client Setup Fees"), and to pay the Monthly Commission to the Agent within thirty (30) days of the respective Adqua Client's payment in full of each respective management fee to Adqua (the "Adqua Client Management Fees"). In the event of a late and/or delayed payment of the Adqua Client Setups Fees and/or Adqua Client Management Fees, the Principal may at its sole discretion delay payment of the associated Commission until such time as the late and/or delayed payments have been paid in full by the respective Adqua Client.



The Principal may change the amount of the Commission, including the Signup Commission and/or Monthly Commission, at any time and without limitation during the Term of this Agreement and pursuant to the Amendments clause.

12. Commission Payments

The Agent agrees to accept payment of all Commissions (the "Commission Payments") via the Stripe Connect Platform (the "Stripe Connect Platform" or "Stripe Connect") which enables the Principal to transfer funds directly into the checking account of the Agent (the "Agent Checking Account"). The Agent further agrees and acknowledges that all Commissions are paid via Stripe Connect and that the Principal is under no obligation or requirement to pay Commissions to the Agent outside of Stripe Connect.

The Principal shall provide a secure and private onboarding URL to the Agent for the Agent to submit their financial information to Stripe Connect (the "Stripe Connect Onboarding"). After the completion of the Stripe Connect Onboarding and approval of the Agent's Stripe Connect Account (the "Stripe Connect Account"), the Agent will have private access to their Stripe Express Dashboard (the "Stripe Express Dashboard") at the URL provided below. The Agent will have access to their Stripe Express Dashboard throughout the Term of this Agreement to view the status and history of all Commission Payments.

The Principal shall at its sole discretion determine the number and frequency of Commission Payments in any respective month and the day(s) of the month on which the Commission Payments are made. The Principal may choose to pay all Commission Payments as a lump sum in any respective month (a "Lump Sum Payment"), and in such instance may choose the day of the month on which the Lump Sum Payment is made.

For further information about Stripe Connect please visit:

<https://stripe.com/connect>

To access the Stripe Express Dashboard please install the Stripe Express app or visit:

https://connect.stripe.com/express_login

13. Financial Data and Security

All Commission Payments made by the Principal are powered by Stripe, one of the world's largest, most reputable, and secure payment processors. When the Agent creates their Stripe Connect Account, all the Agent's private financial information is stored only at Stripe. This fully ensures the security of the Agent's financial information and limits its exposure.

A PCI-certified auditor has audited Stripe. They are a certified PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. To accomplish this, Stripe uses the best-in-class security tools and practices to maintain a high level of security.



For further information about Stripe and their security practices please visit:

<https://stripe.com>

14. Expenses

The Agent shall be responsible for all expenses incurred while performing the Services contemplated by this Agreement, including but not limited to the following: (i) automobile, truck, and other travel expenses; (ii) vehicle maintenance and repair costs; (iii) vehicle and other license fees and permits; (iv) insurance premiums; (v) road, fuel, and other Taxes; (vi) fines and citations; (vii) phone and cell phone expenses; (viii) email expenses; (ix) computer software and hardware expenses; (x) networking group membership fees; (xi) social media expenses; (xii) advertising expenses; and (xiii) meals (collectively, the "Agent Expenses").

15. Taxes

The Agent agrees and acknowledges that it is solely responsible for paying any charge of money or property that is imposed by a government (a "Tax" or "Taxes"), including but not limited to any federal income Taxes and/or state income Taxes, that are owed in connection with the Commission. The Agent further agrees and acknowledges that the Principal is not required or obligated to withhold and/or pay any Taxes owed in connection with the Commission.

The Principal shall provide a 1099-NEC form (the "Tax Form") for Tax reporting purposes to all Agents based in the United States no later than January 31st of each Tax reporting year. The Tax Form shall be generated automatically by Stripe and delivered to the Agent electronically through an interface built by Stripe and/or made available for download in the Agent's Stripe Express Dashboard. The Agent agrees to receiving the Tax Form electronically and further agrees and acknowledges that the Principal is not required or obligated to deliver a paper Tax Form to the Agent via postal mail.

Stripe will automatically email the Agent in early November of each year to confirm the Agent's Tax information and consent to paperless delivery of the Tax Form (the "Stripe Automated Outreach"). The subject line of the Stripe Automated Outreach email shall read 'Get your Adqua 20XX tax forms faster by enabling e-delivery.' The Agent will be required to log in to their Stripe Express Dashboard, after which they will have access to the Stripe Express Tax Forms page (the "Tax Forms Page") to manage their Tax information, consent to paperless delivery, and download the Tax Form when made available.

16. Intellectual Property License

For as long as this Agreement remains effective, the Agent shall have a worldwide, revocable, non-exclusive, non-transferable, non-sublicensable, fully paid, royalty-free license granted by the Principal to the Agent to use the business name of Adqua (the "Adqua Business Name"), the business description of Adqua as directly provided by Adqua (the "Adqua Business Description"), and any associated graphical representations of the Adqua Business Name including but not limited to Adqua logos and icons (collectively, the "Adqua Logos" and



in combination with the Adqua Business Name and Adqua Business Description, the “Adqua IP”) solely in connection with the Sales Agency (the “Adqua IP License”).

The Agent agrees and acknowledges that the Adqua IP and any derivatives or combinations thereof are the sole and exclusive property of Adqua (or Adqua’s related entities), and further agrees and acknowledges that it will not contest ownership or validity of the Adqua IP, and that it will use the Adqua IP according to Adqua’s trademark standards.

The Agent agrees and acknowledges that its use of the Adqua IP License shall be limited to representing the interests of the Sales Agency. The Agent further agrees and acknowledges that any use of the Adqua IP outside the context of the Sales Agency or that implies another relationship with Adqua or any of its related entities is specifically prohibited by this Agreement.

To download the Adqua IP please visit:

https://drive.google.com/drive/folders/1odxIn_VFguP2jlg6jKu9dXiluHhflGG5?usp=sharing

17. Protection of Proprietary Information

For the purpose of this Agreement, Proprietary Information shall include, but is not limited to, any information, observations, data, written materials, records, documents, drawings, photographs, layouts, computer programs, software, programming, code, multi-media, social media, firmware, inventions, discoveries, improvements, developments, tools, machines, apparatus, appliances, designs, work products, logos, systems, promotional ideas and materials, Sales Leads information, Adqua Clients information, customer lists, customer files, needs, practices, pricing information, processes, tests, concepts, formulas, methods, techniques, trade secrets, products and/or research related to actual or anticipated research development, products, services, organization, marketing, advertising, business, or finances of the Principal, its affiliates, subsidiaries, and/or other related entities (the “Proprietary Information”).

The Agent agrees and acknowledges that the Principal has made, or may make, available to the Agent its Proprietary Information including, without limitation, trade secrets, inventions, patents, and copyrighted materials. The Agent agrees and acknowledges that this information has economic value, actual or potential value, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that this information is subject to a reasonable effort by the Principal to maintain its secrecy and confidentiality. The Agent shall comply with any reasonable rules established from time to time by the Principal for the protection of the confidentiality of any Proprietary Information.

18. Ownership of Proprietary Information

All rights, title, and interest of any kind and nature whatsoever, in and to the Proprietary Information made, created, written, discussed, developed, secured, obtained, or learned by the Agent during the Term of this



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Agreement and in perpetuity beyond its Termination, shall be the sole and exclusive property of the Principal for any purpose or use as it deems necessary or fit.

The Agent shall promptly and fully disclose to the Principal, in confidence and in writing: (i) all Proprietary Information that the Agent creates, conceives, or reduces to practice, either alone or in conjunction with others, during the Term of this Agreement, and (ii) all patent applications and copyright registrations filed by the Agent for a period of five (5) years following the Termination of this Agreement, including but not limited to, the materials and methodologies involved in same.

The covenants set forth in this section shall apply regardless of whether the Proprietary Information is made, created, written, discussed, developed, secured, obtained, or learned: (i) solely or jointly with others; (ii) during the usual hours of work or otherwise; (iii) at the request and upon the suggestion of the Principal or otherwise; (iv) with the Principal's materials, tools, or instruments; or (v) on the Principal's premises or otherwise.

The Agent irrevocably appoints the Principal to act as the Agent's representative, agent, and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights, trademarks, and similar rights to any Proprietary Information assigned by the Agent to the Principal under this Agreement. The Agent agrees and acknowledges that the grant of the foregoing power of attorney shall survive the death or disability of the Agent.

There is nothing contained within this Agreement that shall be construed to preclude the Principal from exercising any and/or all of its rights and privileges as sole and exclusive owner of all the Proprietary Information owned by or assigned to the Principal under the provisions of this Agreement. The Principal, in exercising such rights and privileges with respect to any item of Proprietary Information, may decide not to file any patent application or copyright registration on said Proprietary Information, may decide to maintain said Proprietary Information secrecy and confidentiality, or may decide to abandon said Proprietary Information, or dedicate it to the public. The Agent shall have no authority to exercise any rights or privileges with respect to the Proprietary Information described herein that is owned by or assigned to the Principal.

19. Return of Proprietary Information

All documents and records which are related to the Services (the "Service Documents"), and/or any other Proprietary Information shared with the Agent, shall be maintained by the Agent at its primary place of business. The Agent agrees and acknowledges that all Service Documents are Proprietary Information and as such are fully owned by the Principal.

The Principal shall, at any time, have the right to inspect and receive physical and/or electronic copies of the Service Documents, including but not limited to: (i) Sales Leads lists; (ii) Sales Leads names; (iii) Sales Leads business names; (iv) Sales Leads contact information; (v) written communications; (vi) social media communications; (vii) phone transcripts; (viii) video conference recordings; (ix) change or purchase orders; and (x) contract documents.



Upon Termination of this Agreement, or upon the request of the Principal, the Agent shall return and deliver to the Principal all Service Documents and/or any other Proprietary Information shared with the Agent within one (1) day of the Termination Date or request of the Principal, at it applies. The Principal shall, at its sole discretion, determine the method of return and delivery, which may include physical copies, electronic copies, or both.

20. Confidentiality

The Agent hereby agrees and acknowledges NOT TO:

- (i) disclose, divulge, and/or reveal any aspect of this Agreement, including the Terms and Conditions herein, without the express prior written authorization of the Principal;
- (ii) disclose, divulge, and/or reveal any aspect of the Proprietary Information, except when considered essential to the Agent's performance of the Services;
- (iii) duplicate, copy, and/or remove any Proprietary Information without the express prior written authorization of the Principal; and
- (iv) disclose, divulge, reveal, and/or use any of the Proprietary Information to the detriment of the Principal.

The Agent shall have the affirmative duty to notify each person to whom any disclosure is made that: (i) such disclosure was made in confidence; (ii) such disclosure must be kept in confidence by said individual; and (iii) said individual shall be legally bound by this Agreement to the same extent as the Agent as it applies to the disclosure of the Agent.

21. Communication Methods

The Principal will use the Slack App (the "Slack App" or "Slack") as the primary method of communication with the Agent. This will streamline all communications between Adqua Team Members (the "Adqua Team Members" or "Adqua Team") and the Agent and will reduce the need for emails and phone calls. Upon completion of the Onboarding, the Principal will send the Agent a Slack invite via email so that the Agent can join the Adqua Slack Workspace (the "Adqua Slack Workspace" or "Slack Workspace").

The Principal will add the Agent to an existing Private Slack Channel (the "Private Slack Channel" or "Sales Agent Slack Channel") in which the Adqua Team Members will communicate with the Agent collectively with all Adqua Sales Agents (the "Adqua Sales Agents"). The Private Slack Channel will only be accessible to the Agent, Adqua Sales Agents, and Adqua Team Members. The Principal may, at its sole discretion and at any



time, add and/or remove any Adqua Sales Agents and/or any Adqua Team Members from the Private Slack Channel.

The Agent agrees to install the Slack App on their communication devices and to use Slack as the primary method of communication with the Principal. The Agent further agrees and acknowledges that the Principal is not required or obligated to communicate with the Agent via other communication methods unless otherwise required by this Agreement. The Principal shall on occasion use other methods of communication with the Agent (ex. email, phone, video conference, etc.) and may use its sole discretion to determine when other methods of communication are appropriate.

To learn more about Slack please visit:

<https://slack.com>

22. Representations and Warranties of Agent

The Agent hereby represents and warrants that:

- (i) it has entered into this Agreement freely and that the duties, obligations, and/or responsibilities of each Party are limited to the Terms and Conditions of this Agreement;
- (ii) all information provided by the Agent in the Onboarding is accurate and truthful at the time of its submission;
- (iii) its compensation in connection with any Adqua Client is limited to the Commission specified in this Agreement;
- (iv) it is solely responsible for paying any Taxes, including but not limited to any federal income Taxes and/or state income Taxes, that are owed in connection with the Commission Payments;
- (v) its use of the Adqua IP License shall be limited to representing the interests of the Sales Agency;
- (vi) it has complied with all federal, state, and local laws regarding business permits, licenses, reporting requirements, Tax withholding requirements, and other legal requirements of any kind that may be required to perform the Services contemplated by this Agreement and shall provide proof of same upon request by the Principal;
- (vii) it shall make all reasonable efforts to protect the secrecy and confidentiality of the Proprietary Information shared by the Principal;
- (viii) its relationship with the Principal will not cause or require that it breach any obligation and/or confidence related to any confidential, trade secret, and/or proprietary information of any other person, business, and/or entity;



- (ix) it will not bring and/or use in its performance of the Services any proprietary and/or confidential information, whether or not in writing, of a former contracted person, business, and/or entity without that person, business, and/or entity's written permission and/or authorization; and
- (x) it shall comply with all federal, state, and/or local laws and/or regulations when performing any duties, obligations, and/or responsibilities contemplated by this Agreement.

23. Representations and Warranties of Principal

The Principal hereby represents and warrants that:

- (i) it has entered into this Agreement freely and that the duties, obligations, and/or responsibilities of each Party are limited to the Terms and Conditions of this Agreement;
- (ii) it has all legal rights to use the Adqua IP including but not limited to the right to use the Adqua IP in association with the Sales Agency and to license the Adqua IP to the Agent;
- (iii) that use of the Adqua IP in association with the Sales Agency shall not infringe upon the intellectual property rights of any person, business, and/or entity; and
- (iv) it shall comply with all federal, state, and/or local laws and/or regulations when performing any duties, obligations, and/or responsibilities contemplated by this Agreement.

24. Suspension

The Principal reserves the right to suspend, delay, and/or interrupt the Services of the Agent at any time to assure its conformity with this Agreement and the Principal's needs (each respectively, a "Suspension"). The Principal may, at any time and without cause, direct the Agent by providing two (2) days prior written notice, to suspend, delay, and/or interrupt the Services, in whole or in part, for such period of time as the Principal in its sole discretion may see fit or necessary.

Any Suspension shall be initiated via a notice to the Agent of said Suspension (a "Suspension Notice") specifying the extent to which the performance of the Services under this Agreement is suspended, and the date upon which the Suspension becomes effective (the "Suspension Date"). In the event of a Suspension, the Agent shall not resume its performance of the Services until expressly directed by the Principal via another notice (a "Resumption Notice").

Any Suspension shall be treated as an excusable delay of the Services. Furthermore, if at any time the Principal believes that the Agent may not be adequately performing its obligations under this Agreement or may be likely to fail to complete the Services as required, the Principal may request that the Agent provide written



assurances of performance and a written plan to correct observed deficiencies in performance. Any failure by the Agent to provide such written assurances constitutes grounds to declare a Default under this Agreement.

25. Termination

This Agreement may be terminated at any time by the Parties (a "Termination"), by one Party notifying the other Party of the Termination in writing (a "Termination Notice") pursuant to the Notices clause. The date of Termination (the "Termination Date") shall be specified in the Termination Notice and must comply with the Termination Conditions.

Any Default by the Agent may be deemed at the sole discretion of the Principal to be a Termination initiated by the Agent without the necessity of a Termination Notice (an "Implied Termination"). In the event of an Implied Termination the Principal shall notify the Agent of the Implied Termination and provide the Termination Date to be determined at the sole discretion of the Principal. An Implied Termination is subject to all the Termination Conditions and is considered a Termination by the Agent. An Implied Termination may occur for reasons including but not limited to the following: (i) misrepresentation of the nature of the Sales Agency and/or its purpose; (ii) infringement of the Adqua IP and/or any intellectual property rights of Adqua; (iii) cessation of communications by the Agent to the Principal; (iv) any threatening, harassing, or belligerent comments and/or behaviors exhibited by the Agent to the Principal; and (v) the Agent's violation, breach, or infringement of any law or regulation that directly or indirectly affects Adqua, Adqua clients, and/or any person, business, and/or entity.

The Termination and/or Implied Termination of this Agreement is subject to the following Termination Conditions (each a "Termination Condition" and collectively, the "Termination Conditions"):

- (i) in the event this Agreement is terminated by the Parties, the Agent shall cease and desist use of the Agency Representation within one (1) day of the Termination Date;
- (ii) in the event this Agreement is terminated by the Parties, the Agent shall cease and desist use of the Adqua IP within one (1) day of the Termination Date;
- (iii) in the event this Agreement is terminated by the Parties, the Agent shall return and deliver to the Principal all Service Documents and/or any other Proprietary Information shared with the Agent within one (1) day of the Termination Date;
- (iv) in the event this Agreement is terminated by the Parties, the Principal shall cease payment of all Commission Payments and deactivate the Stripe Connect Account within one (1) day of the Termination Date;
- (v) in the event this Agreement is terminated by the Parties, and there are any Commission Payments processing on the day of and/or before the Termination Date (individually, a "Processing Commission Payment" and collectively, "Processing Commission Payments"), the Principal may at its sole discretion



maintain the Stripe Connect Account until such time as the Processing Commission Payments have completed processing; and

- (vi) in the event this Agreement is terminated by the Parties, and the Agent is in any way responsible for generating an Adqua Client on the day of and/or after the Termination Date, the Principal is under no obligation or requirement to pay any Commission to the Agent in connection with the Adqua Client.

26. Disclaimers and Limitation of Liability

THE AGENT ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRINCIPAL WILL NOT BE LIABLE TO THE AGENT UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, THE AGENT ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRINCIPAL SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IN THE EVENT THAT THE PRINCIPAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THAT SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SALES AGENCY.

THE PRINCIPAL HAS NO FINANCIAL RESPONSIBILITY TO THE AGENT IN CONNECTION WITH ANY ADQUA CLIENT BEYOND THAT OF THE COMMISSION SPECIFIED IN THIS AGREEMENT.

THE PRINCIPAL IS NOT ENGAGING THE AGENT IN AN EMPLOYER-EMPLOYEE RELATIONSHIP, JOINT VENTURE, PARTNERSHIP, OR OTHER FORM OF JOINT ENTERPRISE BETWEEN THE PRINCIPAL AND THE AGENT AND EXPRESSLY DENIES ANY CLAIMS TO THE CONTRARY.

THE PRINCIPAL IS NOT PROVIDING THE AGENT WITH ANY OWNERSHIP STAKE, SHARES, EQUITY, INTEREST, AND/OR CONTROL IN ADQUA AND EXPRESSLY DENIES ANY CLAIMS TO THE CONTRARY.

THE PRINCIPAL CANNOT AND DOES NOT MAKE ANY GUARANTEE, WARRANTEE, PROMISE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT THE AGENT WILL BE SATISFIED WITH THE PRINCIPAL, OR THAT IT WILL MEET WITH THE AGENT'S PERSONAL EXPECTATIONS OR REQUIREMENTS. THE AGENT THEREFORE UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE AGENT'S SOLE REMEDY AND RECOURSE FOR DISSATISFACTION WITH THE PRINCIPAL IS SIMPLY TO TERMINATE THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE TERMS, AND/OR ANY OF ADQUA'S POLICIES, AND/OR IN ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE TOTAL MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO THE SALES AGENCY WILL IN NO EVENT EXCEED THE AMOUNT OF TEN THOUSAND UNITED STATES DOLLARS (\$10,000 USD) (THE "MAXIMUM LIABILITY").

NOTWITHSTANDING ANY OTHER APPLICABLE STATUTE OF LIMITATION, ANY LEGAL ACTION, LEGAL PROCEEDING, OR DISPUTE RESOLUTION PROCEEDING MUST BE COMMENCED WITHIN TWO (2) YEARS OF THE



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ALLEGED OFFENSE, ACT, EVENT, OR OCCURRENCE GIVING RISE TO THE CLAIM (THE "ACTION COMMENCEMENT LIMITATION").

THERE ARE SOME JURISDICTIONS THAT DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. IF THE AGENT RESIDES IN A LOCATION GOVERNED BY SUCH A JURISDICTION, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO THE AGENT OR MAY ONLY APPLY TO THE AGENT IN PART. IN SUCH INSTANCES THE ABOVE LIMITATIONS AND EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF THE JURISDICTION WHERE THE AGENT RESIDES.

THE PRINCIPAL EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE PRINCIPAL COMPLIES WITH ALL APPLICABLE LAWS AND REGULATIONS OUTSIDE OF THE UNITED STATES. IF THE AGENT PARTICIPATES IN THE SALES AGENCY FROM OUTSIDE OF THE UNITED STATES, THE AGENT AGREES AND ACKNOWLEDGES THAT THE AGENT IS RESPONSIBLE FOR DETERMINING COMPLIANCE WITH DIFFERENT LAWS, REGULATIONS, OR CUSTOMS THAT MAY APPLY IN CONNECTION WITH THE AGENT'S PARTICIPATION IN THE SALES AGENCY.

THE PRINCIPAL CANNOT AND DOES NOT MAKE ANY GUARANTEE, WARRANTEE, PROMISE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ANY COMMUNICATIONS WITH THE AGENT VIA THE SLACK APP WILL BE PRIVATE, CONFIDENTIAL, AND/OR SECURE.

THE PRINCIPAL IS NOT REQUIRED OR OBLIGATED TO WITHHOLD AND/OR PAY ANY TAXES OWED IN CONNECTION WITH THE COMMISSION PAYMENTS.

27. Indemnification

The Parties agree to indemnify, defend, and release the each other, mutually and in good faith, from and against any actual or threatened Claims, lawsuits, legal proceedings, disputes, demands, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable legal and accounting fees and costs of defense of Claims, lawsuits, or legal proceedings) (individually, a "Claim" and collectively, "Claims"), arising out of or related to any: (i) Party's action(s) deemed to be negligent; (ii) Party's Default of this Agreement; and (iii) Party's violation and/or non-compliance with any federal, state, and/or local law and/or regulation (individually, an "Indemnified Claim" and collectively, the "Indemnification").

In the event that a Party becomes aware of an Indemnified Claim, the Party who becomes aware shall notify the other Party promptly of the existence of the Indemnified Claim. The Party receiving indemnification (the "Indemnified Party") shall provide the Party giving indemnification (the "Indemnifying Party") with reasonable assistance, when appropriate, in defending the Indemnified Claim at the Indemnifying Party's own expense. In return the Indemnifying Party agrees to allow the Indemnified Party to participate in the defense and will not settle any such Indemnified Claim without the Indemnified Party's express prior written authorization. The Indemnified Party reserves the right, at the Indemnified Party's own expense, to assume the exclusive defense



of any matter otherwise subject to Indemnification. In that event, the Indemnifying Party will have no further obligation or responsibility to defend the Indemnified Party in that matter.

28. Governing Law and Jurisdiction

This Agreement and any action arising in connection with the Sales Agency will be governed by the laws of the State of Washington, United States, without regard to or application of its conflict of law provisions or the Agent's state or country of residence. Unless submitted to arbitration pursuant to the Arbitration clause, all claims, legal proceedings, or litigation arising in connection with the Sales Agency will be brought solely in King County, Washington, United States, and the Agent consents to the jurisdiction of and venue in such courts and waives any objection as to inconvenient forum.

29. Arbitration

In the event of a claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than TEN THOUSAND UNITED STATES DOLLARS (\$10,000 USD), the Party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration.

When choosing arbitration, the Party requesting relief may initiate the arbitration through an established Alternative Dispute Resolution ("ADR") provider. The ADR provider must be mutually agreed upon by the Parties. The Parties and the ADR provider must comply with the following rules: (i) the arbitration shall be conducted by telephone, video conference, and/or be solely based on written submissions, as selected by the Party initiating the arbitration; (ii) the arbitration will not involve any personal appearance by the Parties or witnesses unless otherwise mutually agreed upon by the Parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

30. Default

Any violation, breach, infringement, and/or non-compliance of/with the Terms of this Agreement, in whole or in part, is a Default (a "Default" or "Default Event").

In the event of a Default by the Agent, the Agent acknowledges and agrees that: (i) the Principal is entitled to seek legal action and remedies, in any jurisdiction, to the maximum extent permitted under applicable law; (ii) the Principal is entitled to apply for injunctive remedies or an equivalent type of urgent legal relief, in any jurisdiction, without providing notice of opportunity to cure; (iii) no failure or delay of the Principal in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power; and (iv) the rights and remedies of the Principal hereunder are cumulative and are not exclusive of any rights or remedies which the Principal would otherwise have hereunder.



31. Injunctive Relief

The Agent hereby agrees and acknowledges: (i) the unique nature of the protections and/or provisions contained within this Agreement; (ii) that the Principal will suffer irreparable harm if the Agent were to Default any of said protections and/or provisions contained within this Agreement; and (iii) that monetary damages may be inadequate to compensate the Principal for such a Default. Therefore, if the Agent were to Default any of the provisions of this Agreement, the Principal shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

32. Force Majeure

A Party will not be considered in Default of this Agreement and will not be liable to the other Party for any delay or failure to perform its duties, obligations, and/or responsibilities under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or other similar event beyond that Party's reasonable control (each respectively, a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable: (i) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and (ii) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this Agreement.

33. Amendments

The Principal may change, edit, or amend the Agreement at any time, and at its sole discretion, including any of the Terms and Conditions that are incorporated therein (each, an "Amendment" and collectively, "Amendments"). If an Amendment to the Agreement, at the Principal's discretion, is material, the Principal will notify the Agent of such Amendment (an "Amendment Notice"), and those material Amendments will become effective immediately upon notification. If the Principal is required by law to obtain the Agent's consent prior to making certain Amendments to the Agreement, the Principal shall first obtain the Agent's consent and provide the Agent with the opportunity to opt out of the Amendments.

The Principal reserves the right to determine the form and means of providing an Amendment Notice to the Agent, and the Agent agrees to receive legal notices electronically if that's what the Principal decides. The Agent's continued participation in the Sales Agency after receiving an Amendment Notice shall constitute the Agent's agreement and acceptance of the Amendments and the amended Agreement. If the Agent does not agree to the Amendments or to any of the Terms and Conditions of this Agreement, the only recourse of the Agent is to terminate the Agreement and cease participation in the Sales Agency.

The Principal shall maintain a current revision of the Agreement, inclusive of all Amendments, for the Agent to view and/or download at any time throughout the Term of this Agreement.

To view the current revision of the Agreement please visit:



https://adqua.com/agreements/sales_agency_agreement.pdf

34. Survival

All Terms and Conditions of this Agreement shall survive the expiration or Termination of this Agreement in their entirety to the maximum extent permitted under applicable law.

35. Notices

All notices permitted or required under this Agreement, unless otherwise specified in this Agreement, must be sent in writing using one of the following delivery methods to be valid: (i) if sent to the Agent by the Principal via email, to the Legal Email Address specified in the Agent Legal Information section of the Onboarding; (ii) if sent to the Agent by the Principal via postal mail, to the Legal Mailing Address specified in the Agent Legal Information section of the Onboarding; (iii) if sent to the Principal by the Agent via email, to the email address Legal@adqua.com; and (iv) if sent to the Principal by the Agent via postal mail, to the mailing address Adqua, LLC, PO Box 85, North Bend, WA 98045, United States.

Notices will be deemed to be delivered as follows: (i) if sent to the Agent by the Principal via email, when the notice is emailed by the Principal; (ii) if sent to the Agent by the Principal via postal mail, when the notice is mailed by the Principal; (iii) if sent to the Principal by the Agent via email, when the notice is received by the Principal; and (iv) if sent to the Principal by the Agent via postal mail, when the signature confirmation of the postal mail is signed by the Principal.

The Parties agree and acknowledge that all notices sent via postal mail: (i) may use a shipping carrier chosen by the sending Party; (ii) must have a guaranteed delivery timeframe not to exceed ten (10) days; and (iii) must include signature confirmation.

36. Electronic Communications

The Principal has the right to send the Agent agreements, notices, disclosures, Amendments, and other communications electronically using email, Slack, or by another electronic method of their choice. The Agent consents to receive communications from the Principal electronically in accordance with this Agreement and applicable law. The Agent agrees and acknowledges that electronic communications the Principal sends to the Agent will satisfy any legal requirements that such communications be in writing.

37. Counterparts and Electronic Signatures

The Parties may execute this Agreement, agreements ancillary to this Agreement, annexes to this Agreement, and related documents entered into in connection with this Agreement, in any number of counterparts, each of which is an original but all of which constitute one and the same legal instrument. This Agreement, agreements ancillary to this Agreement, annexes to this Agreement, and related documents entered into in



connection with this Agreement, are signed when a Party's signature is delivered by facsimile, email, electronic signature, or another electronic medium. These signatures have the same force and effect as the original and/or non-electronic signatures.

38. Electronic Records

The Principal shall maintain an electronic record of the Agreement (the "Agreement Electronic Record") during the Term of this Agreement and for a minimum of one (1) year following the Termination Date. The Agreement Electronic Record shall include: (i) all Onboarding entries made by the Agent (the "Agent Onboarding Entries"); (ii) all Onboarding meta data including but not limited to the Onboarding Submission Timestamp, user entry ID, user IP address, user geolocation, and user journey (collectively, the "Onboarding Meta Data"); (iii) the current revision of the Agreement; and (iv) all past revisions of the Agreement.

Upon successful submission of the Onboarding the Agent shall automatically receive an email containing the Agent Onboarding Entries and the Authorized Signature (the "Onboarding Submission Email"). A link to the current revision of the Agreement shall also be provided in the Onboarding Submission Email for viewing and downloading by the Agent.

The Agent may request an electronic and/or paper copy of the Agreement Electronic Record, in whole or part, during the Term of this Agreement and for a maximum of one (1) year following the Termination Date (each respectively, an "Agreement Electronic Record Request"). The Principal shall provide the Agreement Electronic Record to the Agent within seven (7) days of the Agreement Electronic Record Request when requested in electronic form and within fourteen (14) days of the Agreement Electronic Record Request when requested in paper form.

To view the current revision of the Agreement please visit:

https://adqua.com/agreements/sales_agency_agreement.pdf

39. Assignment

The Agent may not assign or transfer this Agreement, or any of their rights or obligations under this Agreement, without the Principal's express prior written authorization. Any attempt to assign or transfer this Agreement without the Principal's express prior written authorization will be in violation of this Agreement and deemed void. The Principal reserves the right to freely assign or transfer this Agreement at any time and at their sole discretion. This Agreement inures to the benefit of and is binding upon the Parties and their respective legal representatives, successors, and assigns.

40. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the Principal (except as to services that require a separate written agreement with the Principal, in addition to this Agreement). This



Agreement is the complete and exclusive expression of the Parties' agreement about the subject matter of this Agreement. All prior and contemporaneous communications, negotiations, and agreements between the Parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement.

The provisions of this Agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither Party was induced to enter this Agreement by the other Party, and neither Party is relying on any statement, representation, warranty, or agreement of the other Party except those set forth expressly in this Agreement. Except as set forth expressly in this Agreement, there are no conditions precedent to this Agreement's effectiveness.

41. Severability / Blue Pencil

If any one or more of the provisions contained in this Agreement is for any reason deemed to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement. In such instances this Agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change as to cause completion of the transactions contemplated by this Agreement to be unreasonable.

In addition, if any provisions are held to be unenforceable because of their scope, duration, or area of applicability, the court or tribunal making such determination will have the power to modify such scope, duration, or area of applicability, or all of them, and such provisions will then be applicable in such modified form, and every other provision of this Agreement will remain in full force and effect.

42. Waiver

No failure or delay of any Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a Party hereto to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such Party.

43. Relationship

This Agreement does not create an employer-employee relationship, joint venture, partnership, or other form of joint enterprise between the Principal and the Agent. Except as expressly provided herein, neither Party has the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.



44. Further Assurances

In the event that the Principal is required, compelled, or decides to confirm the effect and intent of this Agreement as it applies to the Agent and any of the Agent's rights and obligations under this Agreement, the Agent agrees to execute a hard copy of this Agreement and any other relevant documents, and to take any relevant actions that the Principal may request at the Principal's expense.

45. Interpretation

When interpreting or construing the Terms and Conditions of this Agreement: (i) the descriptive headings of the provisions, clauses, sections, and sub-sections of this Agreement are for convenience purposes only, and do not affect this Agreement's construction and/or interpretation; (ii) no rule of construction will apply to a clause to the disadvantage of a Party merely because that Party put forward the clause or would otherwise benefit from it; (iii) "includes" means includes without limitation; (iv) if a word or phrase is defined, its other grammatical forms have corresponding meanings; (v) this Agreement includes all policies, guidelines, appendixes, schedules, annexures, and exhibits to it; (vi) a clause, appendix, schedule, or annexure is a reference to a clause, appendix, schedule, or annexure, as the case may be, of this Agreement; and (vii) a reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced.

46. Plural and Gender

Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. Words used in the masculine or the feminine, where the context so permits, shall be deemed to mean the other and vice versa. The definitions of words in the singular in this Agreement shall apply to such words when used in the plural where the context so permits and vice versa. The definitions of words in the masculine or feminine in this Agreement shall apply to such words when used in the other form where the context so permits and vice versa.

47. References

In the event that any Terms and Conditions of this Agreement incorrectly reference the number, letter, and/or identifier of the section and/or sub-section of any other Terms and Conditions contained within this Agreement, the incorrectly referenced number, letter, and/or identifier will be deemed as automatically reassigned to its correct number, letter, and/or identifier, and the purpose, intent, and/or interpretation of the Terms and Conditions referencing the incorrect number, letter, and/or identifier and that of the referenced Terms and Conditions shall remain intact, in force, and unencumbered, under the exclusive condition that the incorrectly referenced number, letter, and/or identified is further defined by the correct section and/or sub-section heading and/or name.

48. Contact Us



Sales Agency Agreement

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For questions pertaining to this Agreement please contact:

Legal@adqua.com

For all other inquiries please contact:

Support@adqua.com

Mailing Address:

Adqua, LLC
PO Box 85
North Bend, WA 98045
United States

Adqua hereby agrees to all the Terms and Conditions of the Agreement and has executed the Agreement on the Effective Date.

A handwritten signature in blue ink, appearing to read "Michael Samson". The signature is stylized with large, overlapping loops and a long horizontal stroke at the end.

Michael Samson

Co-Founder & CEO