

TERMS OF USE

Terms and Conditions Applicable to Partnership Elements:

- **Partnership Elements.** As a participant ('Partner') with RIGHTSURE, INC. ('RIGHTSURE'), RIGHTSURE will provide automated social media services from APPLICA Solutions (www.applica-solutions.com). Partner will be able to customize the type and frequency of social media posts. Partner will prominently display RIGHTSURE promotional materials, such as pens and flyers, to their customers. One RIGHTSURE branded social media post may be included by APPLICA Solutions every fourteen days.
- **Partnership Cost.** RIGHTSURE will provide APPLICA marketing tools at **no cost** to the PARTNER.
- **Duration.** RIGHTSURE or Partner may terminate this program at any time, at their own discretion. RIGHTSURE reserves the right to change these Terms of Use at any time.

Advertising and Promotions:

- **Use of RIGHTSURE, INC. Logo.** RIGHTSURE, INC. hereby grants Partner complimentary usage of the RIGHTSURE, INC. Logo for marketing purposes to support the partnership. All usage of the RIGHTSURE, INC. Logo in marketing and advertising materials requires prior written approval from RIGHTSURE, INC.
- **Advertising or Promotion Approval.** All costs and content for advertising or promotional items not specifically outlined in this Agreement are at the Partner's sole discretion and are the sole responsibility of the Partner. This includes, but is not limited to radio spots, print advertising, etc., and requires prior approval from RIGHTSURE, INC.
- **Use of Partner's Marks.** PARTNER hereby grants RIGHTSURE, INC. complimentary usage of the Partner Logo for marketing purposes to support the partnership. RIGHTSURE, INC. shall submit such materials to Partner for Partner's approval in advance of production or execution. Such submission shall be in writing and shall clearly indicate that it is being submitted for approval under the terms of this Agreement.

Miscellaneous:

- **Confidentiality.** Both parties shall maintain in confidence the terms of this agreement. Both parties further agree and acknowledge that either party may disclose to the other party certain "Confidential Information," which may include information or communications, in any form, including but not limited to, oral, written, graphic or electronic, models or samples, which a party desires to protect against unrestricted disclosure or use or which is otherwise proprietary to the business, financial information, or marketing strategies of such disclosing party. All such Confidential Information shall remain the sole property of such disclosing party, and its confidentiality shall be maintained and protected by the receiving party with the same degree that the receiving party uses for its own confidential and/or proprietary information. Neither party shall use or disclose any such Confidential Information to any other person, except for its own partners, advisors, representatives, and employees on a need-to-know basis, and all such persons shall be subject to the same confidentiality obligations set forth herein. Confidential Information shall not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party or its representatives; (b) becomes available to the receiving party or its representatives on a non-confidential basis from a source other than the disclosing party, provided that such source is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from transmitting the information to the receiving party by a contractual, legal or fiduciary obligation; or (c) was known to the receiving party or its representatives on a non-confidential basis prior to disclosure to the receiving party or its representatives by the disclosing party, or that such receiving party can demonstrate is developed by such receiving party wholly independently of information furnished by the disclosing party. The provisions of this Section shall survive the termination of this Agreement.
- **Trademark Ownership of RIGHTSURE, INC.** No trademark, service mark or copyright involving the Licensed Marks may be procured by or at the direction of Partner without the written consent of RIGHTSURE, INC., and any such intellectual property rights in and to the Licensed Marks that may accrue to Partner shall inure to the benefit of RIGHTSURE, INC. and shall be assigned to RIGHTSURE, INC. upon request. Any trademark, copyright, or other property right in or to the Licensed Marks and all incidents of ownership therein shall remain vested in RIGHTSURE, INC.. Partner further agrees that all RIGHTSURE, INC. identified materials, as well as promotional themes developed hereunder, shall be used solely during the term hereof and in furtherance of this Agreement, unless otherwise agreed to in writing by the parties.
- **Trademark Ownership of Partner.** No trademark, service mark or copyright involving the Partner Marks (as defined below), including the Partner Logo, may be procured by or at the direction of RIGHTSURE, INC. without the written consent of Partner, and any such intellectual property rights in and to the Partner Marks that may accrue to RIGHTSURE, INC. shall inure to the benefit of Partner and shall be assigned to Partner upon request. RIGHTSURE, INC. further agrees that all Partner-identified materials, as well as promotional themes developed hereunder, shall be used solely during the term hereof and in furtherance of this Agreement, unless otherwise agreed to in writing by the parties. This Agreement is not intended to convey any trademark, copyright, or other property right in or to the trademarks, logos, trade names, service marks, or symbols of Partner, including without limitation, the Partner Logo, and all incidents of ownership therein shall be and remain vested in Partner.
- **Goodwill of RIGHTSURE, INC.** Partner recognizes the significant value of the goodwill associated with the Licensed Marks and acknowledges that the goodwill associated thereto belongs to RIGHTSURE, INC., and that such Licensed Marks have secondary

- meanings in the minds of the public. Partner shall not, during the term of this Agreement or otherwise, take any action or fail to take any action that would have a materially adverse effect on the Licensed Marks or the rights of RIGHTSURE, INC. in and to the Licensed Marks. The provisions of this Section shall survive the termination of this Agreement.
- **Goodwill of Partner.** RIGHTSURE, INC. recognizes the significant value of the goodwill associated with the Partner Logo and all other trademarks, copyrights, logos, trade names, service marks, symbols, and other property rights of Partner (“Partner Marks”) and acknowledges that the goodwill associated thereto belongs to Partner, and that such Partner Marks have secondary meanings in the minds of the public. RIGHTSURE, INC. shall not, during the term of this Agreement or otherwise, take any action or fail to take any action that would have a materially adverse effect on the Partner Marks or the rights of Partner in and to the Partner Marks. The provisions of this Section shall survive the termination of this Agreement.
 - **Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction (or arbitrator) to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court (or arbitrator) will replace such illegal, void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void, or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.
 - **Indemnification.** Partner agrees to indemnify and hold RIGHTSURE, INC. and APPLICA Solutions harmless from any and all liability, claims, demands, actions, losses, or damages that may arise from or in any manner be connected with Partner’s activities pursuant to this Agreement, except to the extent caused by the willful misconduct of RIGHTSURE or APPLICA Solutions. In no event will either party be liable to the other party for any lost profits or any indirect, consequential, special, contingent, exemplary, or punitive damages incurred by the other party.
 - **Attorney’s Fees.** If any dispute arises under this Agreement necessitating a legal remedy or if either party is required to specifically enforce this Agreement, then, in all such events, the prevailing party shall be entitled to collect from the losing party or parties its reasonable attorneys’ fees and court costs incurred in connection therewith.
 - **Authority to Bind.** Each of the parties hereto represents and warrants to the other that (i) it has the full exclusive right and authority to enter into this Agreement; (ii) all necessary corporate or other action has been taken to make this a fully binding and enforceable contract; and (iii) when executed by both RIGHTSURE, INC. and Partner, this Agreement will constitute a legal, valid and binding obligation of such party, enforceable in accordance with its terms.
 - **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to the principles of conflicts of laws thereof. IN THE EVENT ANY PARTY HERETO INSTITUTES ANY LEGAL ACTION IN CONNECTION WITH ANY MATTER CONTAINED HEREIN, THAT LEGAL ACTION SHALL BE INSTITUTED ONLY IN THE DISTRICT COURT OF PIMA COUNTY, ARIZONA. EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY SUCH COURT AND, FURTHER, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO ANY SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY.
 - **Independent Contractors.** The parties hereto are independent contractors and shall be solely responsible for the conduct of their respective operations, employees, and agents in connection with the performance of their obligations under this Agreement. Nothing in this Agreement will be interpreted to: (i) make either party a partner, joint venturer, agent, or representative of the other party; (ii) grant either party any right or authority to assume or create any obligation on behalf of or in the name of the other; or (iii) authorize either party to accept summons or legal process for the other.
 - **Notices.** Any notice required or permitted to be given under the terms of this Agreement shall be in writing with proof of successful delivery to all parties.
 - **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, either oral or written. There are no other agreements, arrangements, understandings, or representations, either oral or written, between the parties hereto relating to the subject matter hereof which are not fully contained or expressed herein. This Agreement may not be amended or modified except by a written agreement signed by both parties.

April 2, 2024