

# **Customer Agreement and Disclosures Contract**

This **Customer Agreement and Disclosures Contract** (hereinafter referred to as the "Agreement") is made by and between the following parties:

**AI Executives LLC**, a company with EIN 92-2857476, with phone number (561) 559-6425, with email address info@ai-executives.com and with its office located at 2000 PGA Blvd Suite 4440 Palm Beach Gardens Florida 33408 (hereinafter referred to as the "Company")

And

**[INSERT Company name]**, a company with registration number [INSERT registration number], with phone number [INSERT phone number], with email address [INSERT email address] and with its office located at [INSERT Office Address] (hereinafter referred to as the "Client")

**WHEREAS**, this Agreement commences on [INSERT Date] (hereinafter referred to as the "Effective Date")

**WHEREAS**, the Company will supply the Client with sub-account access to and support for the WooSender platform, a software communication tool with the following website address: <https://woosender.com/> (hereinafter referred to as the "WooSender platform"). The Company, thus, is serving as a Reseller of the WooSender platform, offering a white-glove service as a custom solutions provider, integrating and managing WooSender sub-accounts for clients.

**NOW, THEREFORE**, In consideration of the mutual promises and undertakings made by the parties herein, the Company and the Client (individually, each a "Party" and collectively, the "Parties") agree to the following terms and conditions:

## **Terms and Conditions**

### **1. Scope of Services.**

The Parties hereby agree and acknowledge that the Company will supply the services to the Client, in particular:

- a) Provision of access to the WooSender platform.
- b) Onboarding support and guidance throughout the implementation process.
- c) Ongoing technical assistance and maintenance of the WooSender platform.
- d) Training and documentation to help the Client in utilizing the WooSender platform effectively and efficiently.

(Hereinafter referred to as the "Services")

- The Services will take place remotely and all meetings with Client will be held virtually.
- The Services will be rendered as an on-going monthly subscription until cancelled by Client with a minimum of 30 days advanced notice in writing.

The Company will be able to use the work that it has done on behalf of the Client as a result of the Services, for promotional and advertising purposes for the intention of attracting further clientele on a portfolio and/or other similar things.

### Limitations of Services

The Company hereby understands that it must make reasonable efforts to ensure the availability and functionality of the WooSender platform. However, the Client hereby agrees and understands that the Company does not guarantee uninterrupted access or the absence of errors or defects within the WooSender platform. The Company cannot be liable, under any circumstances whatsoever, due to any such errors or defects of the WooSender platform.

## **2. Compensation.**

In consideration for the Services, the Client agrees to pay the Company as per the invoices that will be sent to the Client by the Company or via the Company's subscription checkout page.

If not via the Company's subscription checkout page, the Company shall invoice the Client with payment due upon the receipt of the invoice for the platform usage and Services supplied by the Company. If the Client does not pay the relevant invoice within 14 days, the Client shall be obligated to pay a late fee in the amount of USD \$250 as a penalty for the delayed payment. Sub-account access for the Client is subject to cancellation should an outstanding monthly subscription remain unpaid in excess of 30 days from date of invoice.

The method of payment for all transactions shall be via check, bank wire, Zelle, recurring debit/credit card or Automated Clearing House (ACH) configured online.

## **3. WooSender Terms and License Agreement.**

### 3.1 Client Agreement to WooSender Terms

By signing this Agreement below, the Client understands and agrees to be bound by the WooSender Terms and License Agreement. The WooSender Terms and License Agreement can be found at <https://woosender.com/terms-and-services/>.

### 3.2 Client Responsibilities under WooSender Terms

The Client must comply with all obligations and responsibilities stated in the WooSender Terms and License Agreement. Failure to comply might result in the termination of the Services and the termination of this Agreement.

## **4. Client Obligations.**

### 4.1 Implementation and Management

The Client understands to be exclusively responsible and liable for the implementation and management of the WooSender platform within the Client's organization or general operations. This includes without limitation to:

- Supplying accurate and the latest information needed for the onboarding process.

- Ensuring the proper configuration and utilization of the WooSender platform.
- Assigning and managing user access rights to the WooSender platform.

#### 4.2 Cooperation and Provision of Access

The Client also agrees to cooperate with the Company and supply access to relevant systems, data, and information mandatory for the supply of the Services. The Client must promptly and timely respond to requests for information and supply accurate and complete data to facilitate the effective use of the WooSender platform.

### **5. Duration and Termination.**

#### Duration:

This Agreement shall begin on upon date of completion for a paid subscription and continue until terminated by either Party.

#### Rights to Terminate:

This Agreement can terminate if either party provides 30 days written notice to the other party or the parties mutually agree by written consent to the termination of this Agreement.

### **6. Indemnification and Limitation of Liability.**

The Parties acknowledge that any breach of this Agreement could cause significant and continuing harm, and therefore, agree that if a breach occurs, the non-breaching Party shall be entitled to seek damages for any losses incurred as a result of such breach.

In the event of a breach of this Agreement, the breaching party shall indemnify the non-breaching party for its reasonable legal fees and out-of-pocket expenses which in any way relate to the breach. However, AI Executives LLC shall not be held liable for claims, losses, damages, or penalties suffered or incurred as a result of a breach of this Agreement.

Nothing in this Agreement shall be construed as constituting an admission by AI Executives LLC of any breach of the Agreement, and AI Executives LLC expressly disclaims any liability arising out of, or related to, any breach of this Agreement.

Compliance with this Agreement is necessary to protect the goodwill and other proprietary interests of the Parties. The Parties accept and agree that this limitation of liability is reasonable and necessary for the execution of this Agreement.

### **7. Warranties.**

Each Party warrants that each has the authority and power to enter into and perform the obligations agreed upon in this Agreement.

Both Parties hereby warrant and represent that they will comply with all relevant laws and regulations associated with this Agreement.

Each Party hereby warrants to act with integrity and with an ethical manner without deceiving or misinforming the other Party.

The Company also warrants that:

it will perform the Services hereunder in a professional, timely, ethical and workmanlike manner, and it will meet the requirements and conform with any specifications agreed between the parties, it has all necessary permits and is authorized to do business in all jurisdictions where the Services are to be performed, and it will comply with all applicable federal and other jurisdictional laws in performing the Services.

#### **8. Non-Compete.**

Both Parties are strictly prohibited from carrying out any other activities which are designed to or could be reasonably expected to interfere with the customers, business relationships and business operations of the other Party or its affiliates.

#### **9. Confidentiality.**

Both Parties must not disclose to any third party any details concerning the other party's business, including, without limitation any information concerning any of the other party's trade secrets, customer information, financials, pricing, business plans, among other things (the "Confidential Information"), unless required by law.

Both Parties must also not make copies of any Confidential Information, or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the other party.

#### **10. Intellectual Property Rights.**

The Parties herein agree that the Client will own all intellectual property rights as a result of the work and the Services conducted under this Agreement, including but not limited to contact records, Client's company logo files and proprietary information. Therefore, the Client will be the sole and absolute owner of anything related to the Services.

#### **11. Data Protection.**

##### 11.1 Adherence with Data Protection Laws

The Company and the Client agree to abide by all applicable data protection laws and regulations related to the performance of this Agreement.

##### 11.2 Obligations for Data Protection

The Client shall be solely responsible for obtaining any necessary consents, permissions, or approvals from data subjects and ensuring the lawful processing of personal data through the WooSender platform. The Client must not hold such personal data for longer than necessary under applicable laws. The Company shall process personal data only as instructed by the Client and with regard to applicable data protection laws.

## **12. Final Product Testing.**

After the completion of the Services, the Parties agree to test the final product together to ensure the satisfaction of the Client.

## **13. Non-Defamation.**

Both Parties must not disparage, defame and discredit the other Party in any way, whether directly or indirectly, explicitly or implicitly, including by creating or disclosing any declaration and comment, written, verbal, digital, online or virtual, that could harm the other Party's operations, public perception, credibility, reputation or goodwill, including its processes, staff, executives, board members and previous, existing, or contemplated products or services.

## **14. Non-Solicitation.**

Both Parties cannot solicit anyone associated, either directly or indirectly, with the other Party, whether that is an employee, a supplier, a client/customer, a partner, an affiliate of the other Party or anyone else associated with the other Party.

## **15. Limitation of Liability and Indemnification.**

### 15.1 Limitation of Liability

The Company will not be liable for any indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement, including but not limited to loss of profits or loss of data, even if the Company has been advised of the possibility of such damages. Therefore, it is important to emphasize that the Company will act to the best of its capability, capacity and knowledge to perform the Services to the Client as best as reasonably possible by the Company, but the Company cannot be liable for any injury, harm, loss, loss of revenue/profits, damage or anything else that occurs while conducting the Services.

### 15.2 Indemnification

The Client agrees to indemnify and hold the Company harmless from any claims, damages, losses, or expenses arising out of or in connection with the Client's use of the WooSender platform or any breach of this Agreement.

## **16. Force Majeure.**

Neither party shall be responsible or liable for or deemed in breach of this Agreement because of any delay or failure in the performance of this Agreement due to any event or circumstance, which the occurrence and the effect of which the party affected thereby is unable to prevent and avoid, including, without limitation, acts of God; pandemics, government regulation, curtailment of transportation facilities, strikes, lock-outs or other industrial actions or trade disputes of whatever nature (whether involving employees of a party or a third party), terrorist attacks, haze, sabotage, riots, civil disturbances, insurrections, national emergencies (whether in fact or law), blockades, acts of war (declared or not), etc. (a "Force Majeure Event").

The non-performing party shall give the other party written notice describing the particulars of the Force Majeure Event as soon as possible.

**17. Assignment.**

The Company reserves the right to assign the Services, or part of the Services, to subcontractors, among other things.

**18. Governing Laws and Dispute Resolution.**

This Agreement shall be governed by the federal laws of the United States of America (USA) and the state laws of the State of Florida.

The Parties agree to make reasonable efforts to resolve any disputes arising from or relating to this Agreement through good faith negotiations. If the Parties are unable to reach a resolution, they shall pursue mediation or another mutually agreed-upon alternative dispute resolution method before initiating litigation. Any such potential disputes that are arising between the Parties must be settled in the State of Florida.

**19. Entire Agreement.**

This Agreement represents the entire agreement between the Parties, completely replacing any other previous written or verbal agreements concerning the relationship of the two Parties.

**20. No Variation Unless in Writing.**

No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the Parties or by their duly authorized representatives.

**21. Severability.**

If any Clause, or part of a Clause, of this Agreement, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Clause or Paragraph which contains the relevant provision shall not be affected, unless otherwise stipulated under applicable law. If the remainder of the provision is not affected, the Parties shall use all reasonable endeavors to agree within a reasonable time upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the Clause, or the part of the Clause, in question.

This Agreement has been signed by the duly authorized representatives of the Parties as of the dates set forth below.

This Agreement shall be binding on each Party's representatives, assigns and successors.

Nothing contained within this Agreement shall create an employer and employee relationship between the Parties.

**SIGNED AND ACCEPTED BY:**

Braedon Young, President  
\_\_\_\_\_  
Name of Company Representative

*Braedon Young*  
\_\_\_\_\_  
Signature of Company Representative  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name of Client

\_\_\_\_\_  
Signature of Client  
**Date:** \_\_\_\_\_