

## PROFILE AGREEMENT

This Profile Agreement (“Agreement”) is made as of                     Date Signed Up                     (the “Effective Date”), by and between Furry Best Friend, Inc. (“Company”) and [Veterinary Practice] (“Counterparty”).

The parties agree as follows:

- 1. SERVICES PROVIDED BY COMPANY.** Company shall provide to Counterparty the benefits (the “Services”) described on Schedule 1 attached hereto and signed by the parties (the “Profile Schedule”). The Services, as described on the Profile Schedule, will be offered through DogSpotted.com and its affiliated social media accounts (collectively, the “Platform”). The Company reserved the right to modify the Platform at any time.
- 2. FEES, EXPENSES, CLIENT SERVICES & PAYMENT.** For all Services performed under this Agreement, Counterparty shall pay Company in accordance with the Profile Schedule. All payments pursuant to this Agreement are non-refundable. Counterparty is responsible for all taxes, duties, and customs fees which may be assessed on the amounts paid for Services performed hereunder, excluding taxes based on Company’s income or payroll.
- 3. CONFIDENTIAL INFORMATION.** As used in this Agreement, the term “Confidential Information” shall mean: (i) any and all information which is disclosed by either party (“Owner”) to the other (“Recipient”) verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary, including but not limited to documents that preceded this Agreement that were identified or should be reasonably understood to be confidential or proprietary and (ii) the terms, including without limitation, the pricing, of this Agreement and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software). Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section 3 and who need access to the Confidential Information to assist in performing the Services. This Agreement imposes no obligation upon the parties

with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or process of law (including subpoenas), provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure to the extent possible. The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner.

- 4. OWNERSHIP.** No license, transfer, sale, or assignment of the Company's intellectual property has been made to Counterparty.
- 5. PROPER USE OF SERVICES.** The Services will be provided pursuant to the Profile Schedule executed by and between the parties, provided that Counterparty is not in breach of any terms thereof, including payment terms. Company reserves the right to terminate Counterparty's access to the Services and the Platform upon any breach of this Agreement, including non-payment of any fees. Counterparty will not use the Services in any way which violates (a) any law or regulation, (b) the proprietary or intellectual property rights of any person (c) or this Agreement.
- 6. CONDUCT.** The Counterparty will not, directly or indirectly (including through its employees, owners, or agents), whether through the Platform or otherwise, make any statement or take any action which, in the reasonable opinion of Company, may be considered offensive, racist, misogynistic, or otherwise objectionable. Company may, in its discretion, immediately terminate this Agreement upon any breach of this Section 6.
- 7. REPRESENTATIONS AND WARRANTIES.** Each party represents warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. Company warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. The parties agree that no specific result is assured or guaranteed. Company expressly disclaims all other representation or warranties, whether express, implied, or statutory (by any territory or jurisdiction) to the extent permitted by law, and further Company expressly excludes any warranty of non-infringement, title, fitness for a particular purpose, or merchantability to the extent permitted by law.
- 8. LIMITATION OF LIABILITY.** Company's maximum liability for any action arising under this Agreement, regardless of the form of action and whether in tort or contract,

shall be limited to the amount of fees paid by the Counterparty for the Services from which the claim arose. In no event shall Company be liable for indirect, special, incidental, or consequential damages of any kind, including without limitation, lost data or lost profits, however arising, even if Counterparty has been advised of the possibility of such damages. The parties agree that this allocation of risk is fair and appropriate.

- 9. INDEMNIFICATION.** Counterparty agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, or actions brought against or incurred by Company as a result of (i) Counterparty's use of the Services or (ii) any third party's interaction with Counterparty.
- 10. NOTICE.** All notices or other communications referenced under this Agreement shall be made in writing and sent via email to the email addresses listed on the signature page attached hereto, or as designated by the parties in writing from time to time.
- 11. TERM AND TERMINATION.** This Agreement will automatically renew for successive terms equal to the Interval (as defined in the Profile Schedule) unless notice of non-renewal is given within thirty (30) days of the completion of any Interval, upon which such notification, the Agreement will terminate at the end of the Interval; provided, however, that either party may terminate this Agreement at any time upon breach by the other party.
- 12. WAIVER.** No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties.
- 13. FORCE MAJEURE.** Except for Counterparty's obligation to pay Company, neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.
- 14. CHOICE OF LAW; FORUM.** This Agreement and shall be governed, construed, and enforced exclusively in accordance with the laws of the state of New York. Any dispute arising under this Agreement, or related to the subject matter hereof, shall be brought exclusively in the state and federal courts located in New York County, New York, and the parties hereto waive any objection to personal jurisdiction or forum non conveniens therein.
- 15. ELECTRONIC COUNTERPARTS.** This Agreement may be executed in electronic counterparts with the same effect as if each party has signed the same document.

**16. COMPLETE AGREEMENT.** This Agreement and the attached Schedule 1 form the entire understanding between the parties with respect to the subject matter herein and may only be amended or modified by a writing signed by a duly authorized representative of each party. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties regarding the subject matter contained herein.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first above written.

### **SCHEDULE 1 PROFILE SCHEDULE**

This schedule is incorporated into, and made a part of, that certain Profile Agreement entered into by and between Furry Best Friend, Inc. and [Veterinary Practice]. The defined terms appearing in the Agreement will be given the same meanings when used in this schedule.

**1. PROFILE.** Company will provide Counterparty with access to its platform and will:

- a. Promote Counterparty's business through the Platform.
- b. Highlight Counterparty's offerings through the Platform.
- c. Provide Counterparty with the ability to create an easily searchable profile within the Platform.
- d. Provide Counterparty with a listing of photographers and videographers in New York City.
- e. Provide testimonial security services and allow customers to connect with Counterparty through testimonial, in keeping with Company's current guidelines and email matching requirements.
- f. Showcase Counterparty's photos and videos to Platform users.
- g. Allow Counterparty to offer promotions and discounts to Platform users.
- h. Include a link to sponsor's website and address within the Platform.
- i. Include the hours of operations for Counterparty's business within the Platform and provide Counterparty with the ability to easily update the same.

- j. Work to explain to the community, in an easily understood format, the services provided by the Counterparty.
- k. Provide the sponsor with access to the Platform's growing community.

**2. FEES.**

- a. Counterparty will pay to Company a fee of \$[X] per [YEAR/MONTH] (the "Interval") for one of Client's physical business locations. Company will not provide the services described herein for any additional locations unless an additional agreement is signed for each such location. The fee will be automatically billed to the Counterparty's payment method each Interval until termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Schedule as of the date first above written.