

# RAADR Inc.

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into on \_\_\_\_\_ by and between RAADR Inc., ("RAADR Inc.") located at 7950 E Redfield Rd., Unit 210 Scottsdale, AZ. 85260 and client \_\_\_\_\_ ("CLIENT") at \_\_\_\_\_, phone number \_\_\_\_\_.

### 1. PURPOSE OF AGREEMENT:

This Agreement sets forth the terms and conditions applicable to all Services and Work Product ("Services" and "Work Product") to be provided by RAADR Inc. to Client as more fully described in the Statement of Work attached hereto as Exhibit A and executed by an authorized representative of each Party to this Agreement ("SOW"). RAADR Inc. is in the business of providing its Clients with Smartphone Application Creation & Customization. Client wishes to enter into this Agreement with RAADR Inc. to perform such services for Client.

### 2. DEFINITIONS:

"RAADR Inc." means RAADR Inc.. "Parties or Party" shall refer to RAADR Inc. and Client collectively or singularly as applicable. "Confidential Information" means all confidential information disclosed by a Party ("RAADR Inc.") to the other Party ("CLIENT"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include the terms and conditions of this Agreement, as well as business plans, software, company and client information, technology and technical information, product plans and designs, know-how, and business processes disclosed by a Party. "Work Product" means any items RAADR Inc. will provide to Client as specified in the SOW, including any ideas, forms, plans, business documents, processes, inventions, methods, concepts, know-how, and/or other techniques. "Services" shall mean any services listed in the SOW that RAADR Inc. has agreed to provide for the Client. "Client Data" shall mean information provided by Client to RAADR Inc. for the purposes of rendering Service to the Client.

### 3. STATEMENTS OF WORK:

Each SOW shall contain an itemized list of all Services or Work Product to be provided, together with the price to be charged and shall be signed by an authorized representative of each Party to this Agreement. Each SOW shall incorporate this Agreement by reference as though the Agreement is fully set forth therein. Each SOW shall include, at a minimum: (i) a description of the Services and/or Work Product to be provided by RAADR Inc. under the SOW; (ii) performance schedules and payment terms; and (iii) any other information the Parties deem necessary or appropriate to be included in the SOW. The terms and conditions of this Agreement shall be applicable to all Work Product. In the event of a conflict between any SOW and this Agreement, the terms and conditions set forth in this Agreement shall govern unless the Parties specifically and expressly state otherwise in such SOW.

### 4. PAYMENT TERMS:

(a) Fees. In consideration for the Services and/or Work Product, subject to the terms of this Agreement, Client shall pay RAADR Inc. the fees and/or other consideration for the Services and/or Work Product ("total invoice price") set forth in the SOW. Unless otherwise agreed by the Parties in writing, the currency to be used for payment of the Fees is the United States Dollar. The payment terms and the method of payment shall be listed in the SOW.

(b) Expenses. Client shall reimburse RAADR Inc. for any expenses incurred in connection with performing the Services and/or Work Product ("Expenses"), but only to the extent the Expenses are listed in the SOW or authorized in advance by Client. Notwithstanding anything to the contrary in any document, reimbursable Expenses shall be on a pass-through basis only, and in no event shall Client pay RAADR Inc. a mark-up or process fee of any kind with respect to such Expenses.

(c) Taxes. Client shall be responsible for paying all applicable taxes, if any, due in connection with RAADR Inc. sale of Services and delivery of any Work Product to Client.

## **5. TERM AND TERMINATION**

(a) Term. Except as otherwise stated in the SOW, this Agreement shall commence as of the Effective Date. This Agreement will remain in effect until terminated based on the date listed within the SOW or terminated pursuant to Section 5.

(b) Termination of Agreement. This Agreement may be terminated: (i) in whole or in part, without cause, by RAADR Inc. by providing thirty (30) calendar days written notice to the Client; (ii) immediately by RAADR Inc. upon any violation of the law by Client; (iii) immediately by Client if RAADR Inc. breaches this Agreement or fails to fulfill its obligations in accordance with the terms of this Agreement, and such failure continues for fifteen (15) business days after written notice is provided by Client to RAADR Inc.; (iv) upon any insolvency or suspension of Client's operations or any petitions filed or proceeding made by or against Client under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings; (v) upon Client's failure to comply with the payment terms as listed within the SOW within ten (10) days of the due date listed within the SOW; (vi) upon disclosure of any Confidential Information by Client; (vii) upon written agreement of both Parties; or (viii) as otherwise provided herein.

(c) Effect of Termination. Upon termination of the Agreement, Client shall be responsible for payment for all Services and/or Work Product provided by RAADR Inc. through the effective date of termination, this includes any good faith estimates for any work undertaken but not completed by RAADR Inc.. Upon termination of the Agreement, Client shall receive a refund for any prepaid Services and/or Work Product not provided by RAADR Inc. Client understands and agrees that it may be liable to RAADR Inc. for compensation, loss or damage resulting from termination of this Agreement based on Section 5(b)(ii),(iv),(v) or (vi), including any loss of actual, prospective profits, consequential damages, indemnification or any damage occasioned by loss of goodwill or by reason of any expenditures, investments, leases or other commitments made in anticipation of the continuance of this Agreement.

(d) Survival. The Parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding indemnification, insurance, compliance with laws, warranties, or confidentiality shall survive any termination or expiration of this Agreement

## **6. TIME FOR PERFORMANCE:**

RAADR Inc. will in good faith attempt to meet all deadlines listed within the SOW. However, Client acknowledges and agrees that there may be delays as to any Services or Work Product provided by RAADR Inc.. If Client deems any deadline or milestone to be absolutely critical, such date(s) must be clearly noted within the SOW.

## **7. OUTSIDE SERVICES:**

This Agreement does not preclude RAADR Inc. from providing services to other Parties so long as such services do not interfere with RAADR Inc. performance of its obligations under this Agreement and provided any such other relationship(s) is/(are) consistent with this Agreement.

#### **8. EMPLOYEES, AGENTS AND SUBCONTRACTORS:**

Client agrees that RAADR Inc. may employ subcontractors or third parties to assist in the provision of Services or Work Product to the Client. RAADR Inc. shall require each subcontractor or third party to execute a written non-disclosure agreement no less restrictive than the confidentiality obligations of this Agreement.

#### **9. WORK PRODUCT OWNERSHIP:**

(a) Assignment of Work Product. Provided Client has paid in full all amounts due under this Agreement any Work Product developed in whole or in part by RAADR Inc. in connection with the Services, will be "works made for hire" and will be the exclusive property of the Client. Upon request, RAADR Inc. will execute all documents necessary to confirm or perfect the exclusive ownership of the Client to the work product. Except in the case of early termination by the Client or RAADR Inc. in which case, the Client would be granted ownership rights as long as the Client has paid for all work completed up until that point. If RAADR Inc. has provided billable service in excess of what has been covered by monies issued by the Client, the Client will be obligated to issue a final payment based on the number hours above and beyond what has already been covered by money issued by the Client.

(b) RAADR Inc. IP. It is understood that each Party shall be free to use its general knowledge, skills and experience outside the scope of this Agreement. RAADR Inc. shall retain the sole and exclusive ownership of all intellectual property rights in RAADR Inc. materials, ideas, inventions, concepts, know-how, techniques, methods and processes ("RAADR Inc. IP"). RAADR Inc. hereby grants to Client, and Client hereby accepts, a non-exclusive, worldwide, non-transferable, non-assignable, non-sub licensable license to use all RAADR Inc. IP provided by RAADR Inc. as part of the Services and/or Work Product under an SOW. If the Client attempts to modify or alter any RAADR Inc. IP in any way, the aforementioned license shall be revoked

#### **10. DATA:**

(a) Client Data. RAADR Inc. agrees that Client will own all Client Data. RAADR Inc. shall not use Client Data except directly in furtherance of the purposes of this Agreement or as needed to conduct its business. RAADR Inc. shall not disclose Client Data to any third party unless directed by the Client; unless (i) such disclosure is made by RAADR Inc. in response to a court order, and provided that RAADR Inc. has given Client reasonable notice of such court order if it is able to, or (ii) such disclosure is in aggregate, anonymous in form. Client is entitled to and upon Client's request RAADR Inc. will provide to Client, at Client's expense, all Client data, in an industry recognized format. Nothing in this agreement will be deemed to transfer ownership of any pre-existing intellectual property or other property owned by RAADR Inc.. Client agrees that it is providing RAADR Inc. with a license to utilize any Client data and to incorporate the data into its Service or Work Product during the course of this Agreement.

(b) RAADR Inc. Data. Client Data specifically does not include any information and/or methodologies generated by the RAADR Inc., regardless of whether or not the information or methodology was generated as a result of Client's use of the RAADR Inc. C. All data that is not Client Data belongs to RAADR Inc. Client agrees that RAADR Inc. owns all RAADR Inc. Data. Client shall have a non-exclusive license to use any RAADR Inc. Data provided to Client by RAADR Inc..

#### **11. RESOURCES AND EQUIPMENT:**

Except as otherwise provided in this Agreement or any SOW, RAADR Inc., at RAADR Inc. sole expense, shall supply all elements, rights, material, supplies, personnel, equipment, facilities and other resources necessary or appropriate for the provision of the Work Product and the performance of the Services. Any equipment owned, supplied, and utilized by RAADR Inc. in the performance of the Services herein shall remain the sole property of RAADR Inc.. Any equipment or property owned by Client that may be used in accordance with the fulfillment of this Agreement shall remain the sole property of Client and be returned to Client upon its demand, but in no event later than upon completion of the Services.

## **12. PERSONNEL:**

(a) Removal of Personnel. Unless otherwise specified in the SOW, RAADR Inc. shall have the right to remove, reassign or take any other employment-related action in regard to any of its personnel furnished pursuant to this Agreement. In the event of such removal or reassignment, RAADR Inc. will furnish to Client a qualified replacement personnel as soon as reasonably possible, which shall not exceed ten (10) calendar days.

(b) Responsibility for Personnel. Both Parties shall at all times be solely liable for the acts and omissions of their own personnel. At no time shall personnel of either Party be deemed an employee or under the control of the other Party. Both Parties shall indemnify, defend, hold harmless and release the other Party from any claims made by any personnel against the other Party alleging claims of personal injury or rights or benefits as an employee, contractor, subcontractor or agent, including any payroll related claims and other such claims, including but not limited to, wages, benefits, taxes, withholdings and social security claims.

## **13. WARRANTIES:**

(a) RAADR Inc. Warranty. All Services and/or Work Product shall be performed and/or delivered in accordance with generally accepted industry practices. All Personnel of the RAADR Inc. shall have the necessary training and expertise and be qualified to provide the Services and/or Work Product under this Agreement. RAADR Inc. further expressly represents and warrants that: (i) it has the authority and the right to enter into this Agreement; (ii) each of its employees, agents or representatives assigned to provide Services under this Agreement to Client shall have the proper skill, training and background so as to be able to perform such Services in a competent and professional manner; (iii) neither the Services nor the Work Product shall be in violation of any applicable law, rule, ordinance and regulation, and RAADR Inc. shall have obtained all licenses or permits required to comply with such laws, rules, ordinances and regulations.

(b) Disclaimer of Warranties. CLIENT EXPRESSLY AGREES THAT IT'S USE OF RAADR Inc. SERVICES IS AT ITS OWN RISK. THE SERVICES PROVIDED BY RAADR Inc. ARE ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, RAADR Inc. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, RAADR Inc. llc DISCLAIMS ANY WARRANTY REGARDING THE AVAILABILITY, ACCURACY OF THE SERVICES OR WORK PRODUCT OR ANY ECONOMIC BENEFIT THE CLIENT MAY GAIN FROM USE OR PROVISION OF THE SERVICES OR WORK PRODUCT. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. RAADR Inc. does not warrant that the Work Product or Services provided to Client will be uninterrupted, error-free or secure. In addition, the security mechanisms implemented by RAADR Inc. may have inherent limitations, and the Client must determine whether the RAADR Inc. Service or Work Product sufficiently meets Client's requirements.

While RAADR Inc. shall make COMMERCIALY reasonable efforts to protect and backup Client information, RAADR Inc. is not responsible for any loss of Client's information.

(c) Client Warranty. Client represents, warrants and covenants (i) that it has sufficient authority to enter into this Agreement.; (ii) that it will fully comply at all times with all laws, rules and regulations applicable to its business and its use of the RAADR Inc. Service; (iii) that it shall not be in violation of any obligation, contract or agreement by entering into this Agreement, by performing its obligations under this Agreement or by authorizing and permitting RAADR Inc. Service to perform its obligations hereunder; (iv) that it shall comply with all of the terms and conditions of this Agreement, as amended from time to time; (v) that all information provided by Client is truthful, accurate, and complete, and is not misleading in any way; and (vi) that Client's content, goods, services, 5 materials provided to RAADR Inc. Service or communicated to RAADR Inc., and Client's use of the RAADR Inc. Service will not infringe upon the intellectual property rights or other proprietary rights of any third party, as a result of the Client's actions or intellectual property.

#### **14. LIMITATION OF LIABILITY:**

Both Parties agree IN NO EVENT WILL RAADR Inc. be liable for any consequential, incidental, indirect, special, PUNITIVE, or exemplary damages of any kind, including without limitation any loss of use, loss of business, or loss of profit or revenue, arising out of or in connection with this Agreement, regardless of the form of action whether in contract, tort (including WITHOUT LIMITATION negligence, strict liability or otherwise), even if RAADR Inc. has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy. Additionally, RAADR Inc. shall not be liable for any act or omission of Client or any other third party and that no agent, employee, or representative of RAADR Inc. has any authority to bind RAADR Inc. to any representation, warranty, guarantee or assurance, relating to any Service or Work Product, except as expressly stated in this Agreement. RAADR Inc. total cumulative liability, regardless of the form of action, will not exceed an amount equal to all amounts actually RECEIVED by RAADR Inc. from Client PURSUANT TO THE SERVICE AGREEMENT GIVING RISE TO SUCH LIABILITY during the twelve (12) month period immediately preceding any such liability. THE LIMITATIONS UPON DAMAGES AND CLAIMS SET FORTH IN THIS AGREEMENT ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN HELD TO BE INVALID OR INEFFECTIVE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. Client acknowledges that these limitations are reasonable, that they are an essential element OF THE BASIS OF THE BARGAIN hereof and that absent such limitations, RAADR Inc. would not enter into this Agreement.

#### **15. CONFIDENTIALITY:**

(a) Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein, (iii) each Party shall not disclose Confidential Information outside of the scope of this Agreement or to a third party without written consent from the other Party.

(b) Non-Confidential Information. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a Party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

(d) Destruction of Confidential Information. Both Parties shall return to the other Party or with permission destroy (and certify in writing such return or destruction) any and all Confidential Information upon termination or expiration of this Agreement and upon request of the other Party. This Section shall survive termination or expiration of this Agreement.

(e) Non-Waiver. Despite any other provision herein, the failure of either Party to identify information as Confidential Information is not an acknowledgement or admission by either Party that the information is not confidential or a waiver by either Party of any of its rights with respect to such information.

(f) Release of Confidential Information. Client understands and acknowledges that RAADR Inc. Confidential Information has been developed or obtained through the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of RAADR Inc. which provides a significant market advantage. Client further acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of Client's obligations hereunder, that any such breach may result in irreparable harm to RAADR Inc., and therefore, Client agrees that upon any such breach or any threat thereof, RAADR Inc. may immediately obtain injunctive relief against such breach or threatened breach. Accordingly, RAADR Inc. shall be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies RAADR Inc. might have at law.

(g) Material Breach. Any breach of this Section entitled "CONFIDENTIALITY" shall constitute a material breach of this Agreement. Both Parties agree that nothing in this Agreement grants any ownership, intellectual property or other rights by license or otherwise to any Confidential Information disclosed by either Party

## **16. COMPLIANCE WITH LAWS AND POLICIES:**

Both Parties shall comply with all applicable current and future local, state, and federal laws, regulations and ordinances with respect to the Services and Work Product.

## **17. RELATIONSHIP:**

Both Parties agree that RAADR Inc. status is that of an independent contractor and nothing in this Agreement or related to RAADR Inc. performance of any obligation hereunder shall be construed to create an employee relationship between Client and RAADR Inc. or any of RAADR Inc. employees.

Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties.

**18. GOVERNING LAW AND FORUM:**

Unless otherwise expressly set forth herein, any dispute or action shall be governed by this section. The laws of the State of Utah, without giving effect to its conflicts of law principles or rules, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Superior Court of Salt Lake City County, in the State of Utah or in the United States District Court for the District of Salt Lake City. For the purposes of all legal actions and proceedings arising out of or relating to this Agreement, each Party to this Agreement submits to the exclusive jurisdiction of: (i) any court of the County of Salt Lake City, Utah and its appellate courts; and (ii) the United States District Court for the District of Wasatch and its appellate courts.

**19. GENERAL PROVISIONS:**

(a) Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the advance written consent of the other Party. However, RAADR Inc. may delegate performance under this Agreement.

(b) Corporate Authority. Each Party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of its respective entity and that this Agreement is binding upon said entity in accordance with this Agreement's terms.

(c) Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

(d) Entire Agreement. This is the entire agreement between the Parties relating to the subject matter herein and supersedes any prior or contemporaneous representations or agreements, whether oral or written and all other 7 communications. This Agreement will not be varied except in writing and signed by both the Parties. Except as otherwise explicitly provided in this Agreement, the provisions of this Agreement shall control and prevail over any conflicting provisions in any SOW, proposal, order, acceptance notice or other document attached hereto and/or related to the subject matter of this Agreement.

(e) Force Majeure. Neither Party shall be liable to the other for any acts of God, governmental orders or restrictions, terrorism, riot, fire, flood or other natural disaster ("Force Majeure Event"), that prevents a Party (the "Non Performing Party"), in whole or in part, from: (i) performing its obligations under this Agreement; or (ii) satisfying any conditions to such Party's obligations under this Agreement, where the unforeseen Force Majeure Event is beyond the reasonable control of and not the fault of the Non Performing Party and the Non Performing Party has been unable to avoid or overcome the Force Majeure Event by the exercise of due diligence. A Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds. The Party claiming to be affected by the Force

Majeure Event shall provide immediate notice to the other Party setting forth the particulars of the Force Majeure Event. Upon cessation of the Force Majeure Event, the Non Performing Party agrees promptly to perform or complete the performance of its obligations as set forth in this Agreement. In the event the delay exceeds thirty (30) calendar days, the Party that is not the Non Performing Party shall have the right to immediately terminate this Agreement and recover any amounts paid in advance for the delayed Services and Work Product.

(f) Headings and Captions. The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

(g) Interpretations. The Parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguities shall be reasonably construed as to its fair meaning and not strictly for or against one Party regardless of who authored the ambiguous language.

(h) No Waiver. The Parties may not waive any provision of this Agreement in whole or in part, except pursuant to a writing executed by both Parties. The failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder, nor will the failure by either Party to strictly enforce any provision of this Agreement prejudice the right of that Party to take any action in the future to enforce any provisions hereunder.

(i) Marketing. With the prior written consent of the Client (which shall not be unreasonably withheld, delayed or conditioned) in each instance, RAADR Inc. may utilize any and all work that it produces, designs, creates or develops for marketing purposes in efforts to promote the capabilities, resources, expertise and experience of RAADR Inc.. Additionally, Client agrees to allow RAADR Inc. to list Client as a customer on its website or within other promotional materials.

(j) Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a competent court or tribunal, the validity and enforceability of the remaining provisions will not be affected and, in lieu of such illegal, invalid or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms and effect as may be legal, valid and enforceable under applicable law.

(k) Notices. Notices permitted or required under this Agreement shall be deemed to have been given on the date actually received when personally delivered or when sent by electronically confirmed facsimile or email followed by written confirmation sent by mail as provided herein, or three (3) business days after mailing if mailed by registered or certified U.S. mail, return receipt requested. The notice address for each Party is on the signature page of this Agreement, and may be changed by giving notice as provided herein.

(l) Third Party Beneficiaries. This Agreement is for the benefit of Client and RAADR Inc. only and not for the benefit of any other third party.

(m) Binding Nature. All terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the Parties to this Agreement.



IN WITNESS WHEREOF, The Parties have executed this Agreement as of the Effective Date.


RAADR Inc.	Client:
Address 7950 E Redfield Rd., Unit 210 Scottsdale, AZ. 85260	Address
Signature 	Signature
Printed Name Jacob DiMartino	Printed Name
Title CEO	Phone Number
Date	Date

EXHIBIT A  
STATEMENT OF WORK

<p>Service(s) Provided by RAADR Inc.</p> <p>RAADR Silver Amazon Store Package</p> <p>Initial Consultation</p> <p>One-on-One Consultation: Discuss your brand, products, and goals to tailor the e-store to your specific needs.</p> <p>Market Analysis: Evaluate your target market and competitors to ensure your store stands out.</p> <p>Storefront Design</p> <p>Custom Design: Create a unique and visually appealing storefront using Amazon's Store builder with drag-and-drop tiles.</p> <p>Brand Integration: Incorporate your brand's logo, colors, and style to maintain brand consistency.</p> <p>Responsive Design: Ensure the storefront is optimized for desktop, mobile, and tablet browsers.</p> <p>Content Creation</p>	
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Rich Media Integration: Add high-quality images, videos, and text to showcase your products and tell your brand story.

Product Listings: Create detailed product listings with descriptions, features, and benefits.

#### Technical Setup

Amazon Seller Account Setup: Assistance with setting up your Amazon seller account and enrolling in Amazon Brand Registry.

SEO Optimization: Optimize your storefront and product listings for search engines to increase visibility.

#### Training and Support

User Training: Provide training on how to manage and update your Amazon store.

Ongoing Support: Offer 60 days of post-launch support to address any issues or questions.

Additional Features:  
Enhanced Marketing Tools

Advertising Campaign Setup: Create and manage Amazon campaigns to drive traffic and increase sales.

Social Media Integration: Connect your Amazon store with your social media accounts to boost visibility and engagement.

#### Advanced Analytics

Detailed Performance Reports: Access in-depth analytics to track sales, customer behavior, and marketing effectiveness.

#### Professional Photography

Product Photography: High-quality images of your products taken by professional photographers to enhance your listings.

Lifestyle Images: Create lifestyle images that show your products in use, helping customers visualize their benefits.

#### Enhanced Content Creation

A+ Content: Develop enhanced product descriptions with A+ Content to improve conversion rates and customer trust.

Video Production: Produce professional product videos to showcase features and benefits effectively.

#### Customer Engagement

Email Marketing Setup: Set up automated email marketing campaigns to engage with customers and promote new products.	
Customer Reviews Management: Implement strategies to encourage and manage customer reviews, enhancing your store's reputation.	Total Amount: <del>\$3,999.00</del> \$2,999.00

Services will begin and complete once all contracts have been updated and submitted on or before contract date. Completion date will depend on communication and prompt responses from clients and on average will take 30 to 45 days.

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Additional contract stipulations or codes above; agreed to by RAADR & CLIENT. Leave blank if none.

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Client Name

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Client Signature