

Hooche Media Inc. Master Services Agreement

THIS AGREEMENT is made as of the day of agreeing to the Registration form and terms located at [Hooche.com/vendor](https://hooche.com/vendor), "Vendor Form" by and between Hooche Media Inc., a Delaware Corporation, having its principal place of business at [Complete Address] (hereinafter referred to as "Company") and The "client" as defined by the information in the Vendor Form.

WHEREAS, Company is in the business of providing marketing and video advertising services;

WHEREAS, Client desires to engage Company to provide certain services as detailed in the Vendor Form, and Company desires to be so engaged.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Services. Company agrees to provide marketing services including:

- Featured business Listing on Hooche.com
- A "Deal" or "Offer" promoted to the Hooche.com membership and Nash Pass subscriber base
- Optional opt-in, add-on services including but not limited (paid but not required to participate)
 - Video Production
 - Video Marketing
 - Email Marketing
 - Social Media Marketing
 - Other marketing efforts

1.A - Discount

- Client agrees to provide a discount to their business and services with a minimum of 10% to participate. The client will be required to honor this discount for the term of the agreement.

1.B - Changes

- Hooche Media Inc. reserves the right to offer the discount for the full term, but will use good faith and discretion to work with the client in the case where a deal or offer needs to be changed or adjusted

1. C - Term

- The initial term of this agreement is for 12 months and will be automatically renewed unless canceled within 60 days prior to the end of the initial term.

2. Fees. Company agrees the listing is "Free" and only requires the Client to provide a deal or discount offer for registered Nash Pass vendors. There are no fees to participate in the Nash Pass program as a Vendor.

3. Mutual Indemnification. a. Client shall indemnify, defend, and hold harmless Company, its officers, directors, employees, agents, and successors and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Client of any representation, warranty, covenant, or obligation under this Agreement.

b. Company shall indemnify, defend, and hold harmless Client, its officers, directors, employees, agents, and successors and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Company of any representation, warranty, covenant, or obligation under this Agreement.

4. Confidentiality. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms of this Agreement ("Confidential Information"). Each party agrees that it will not disclose or use the other party's Confidential Information, except as expressly permitted under this Agreement.

5. Limitation of Liability. Notwithstanding any provision to the contrary, in no event shall company (hooche media inc.) be liable to client or any third party participating in the services rendered, for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, revenue, goodwill, use, data, or other intangible losses, arising out of or relating to this agreement, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if company has been advised of the possibility of such damages.

a. In no event shall company's total aggregate liability to client or any third party arising out of or related to this agreement or the services rendered, whether based on warranty, contract, tort (including negligence), or any other legal theory, exceed the total amounts paid by client to company under the specific order form relating to the services from which the claim arose, in the twelve (12) months immediately preceding the event giving rise to such liability.

b. acknowledgement and agreement

client acknowledges and agrees that the limitations set forth above are fundamental elements of this agreement and the services would not be provided without such limitations.

6. Use of Client's Brand. Company is granted the right to use Client's brand, logo, and the results arising out of Company's services, for Company's marketing purposes to illustrate its capabilities, including but not limited to, in case studies, marketing material, advertising campaigns and sales presentations.

7. Arbitration. Any dispute arising out of or related to this Agreement shall be settled by arbitration in the State of Tennessee, in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8. Privacy Policy. Client and Company agree to comply with Company's privacy policy, which is available at [Company's website] and is incorporated herein by reference, as it may be amended from time to time.

9. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of law principles. This Agreement may be amended only in writing signed by both parties.

10. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between the Parties relating thereto.

IN WITNESS WHEREOF, each of the Parties has executed, or caused their duly authorized representatives to execute, this agreement effective as of the Effective Date by opting in to the form located at Hooche.com/vendors