

PREFERRED PROVIDER AGREEMENT

THIS PREFERRED PROVIDER AGREEMENT (“Agreement”) is entered into as of this ___ day of _____, 20___ (“Effective Date”) by and between Sqwire, LLC, a Virginia limited liability company (“Company”) and _____ (“Provider”) (Company and Provider are each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Company owns certain software technology and ancillary intellectual property relating to its online website and platform and financial education and training products and services offering known as “Sqwire” (the “Company Platform”) and is in the business of providing businesses (the “Company Platform Users”) with access to the Company Platform; and

WHEREAS, Provider desires to be listed on the Company Platform as a Preferred Provider (as defined below), and in furtherance of that desire has filed an Application (as defined below) with Company to become a Preferred Provider, which has been review and approved by Company.

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

AGREEMENT

1. Preferred Provider Status. In consideration for the fee, in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) (the “Fee”) paid in connection with that certain preferred provider application, previously delivered to the Company by Provider, incorporated herein by reference (the “Application”), and Provider’s adherence to the terms and conditions as set forth in this Agreement, Company will, during the Term (as defined below), designate and list Provider as being a Preferred Provider on the Company Platform (“Preferred Provider Status”). For the purposes of this agreement, a “Preferred Provider” shall mean the Provider, so long as it is in compliance with the following requirements: (i) has submitted a completed Application to the Company; (ii) has fully paid and delivered the Fee to the Company; and (iii) has received confirmation from the Company that Provider has met those requirements, as determined by the Company in its sole discretion and in accordance with the Application, necessary for Provider to become a Preferred Provider.

2. No Right to Use Company Intellectual Property. Nothing in this Agreement shall be construed as Company granting Provider a right or license to use any of Company’s trademarks, service marks, trade names or other intellectual property owned by Company in any form and for any purpose, including, but not limited to, in any advertising or promotional material, without the prior, express written consent of the Company.

3. Grant of License. During the Term (as defined below), Provider grants to Company a revocable, non-exclusive, non-delegable, non-assignable, non-transferrable, non-sublicensable, limited license during the Term (as defined below) to use Provider’s name, likeness, trademarks, service marks, trade names, or any other intellectual property owned by Provider (“Provider’s Intellectual Property”), for the purpose of posting the same on the Company Platform (“License”).

4. Optional Perks for Company Platform Users. Provider has the option, but not the obligation, to offer benefits to Company Platform Users, including without limitation, discounted services or free or discounted templates (“Optional Perk”). Once Provider offers an Optional Perk, Provider cannot withdraw or cancel the Optional Perk during the Term without the written consent of Company.

5. Term. The Term of this Agreement shall be for one (1) year, commencing on the Effective Date and continuing for Three Hundred and Sixty-Five (365) days thereafter unless sooner terminated in accordance with this Paragraph (the "Term"). If at any time, in the Company's sole discretion, Provider is determined to have committed any act or done anything (whether intentionally or negligently) which might reasonably be considered to injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with the Preferred Provider or the Company (inclusive of its employees, officers, directors, affiliates, subsidiaries, or parents), then Company may immediately suspend or terminate this Agreement, in addition to any other rights and remedies that Company may have hereunder or at law or in equity.

6. Relationship of Parties. The Parties shall remain independent businesses and nothing in this Agreement shall be construed to form an employer/employee, joint venture, partnership, or other similar relationship.

7. Indemnification. Provider agrees to and shall defend, indemnify, and hold Company harmless from and against any claim, loss, costs, suits, allegations, fines, or damages incurred, including, without limitation, attorneys' fees, arising out of or resulting from: (i) any action by a third party based upon any act or omission of Provider or Provider's employees, agents, contractors, managers, officers, directors, or principals, including without limitation, negligent, reckless, or intentionally wrongful conduct; (ii) any allegation of infringement, misappropriation, or other violation by the Company of a third party's intellectual property rights based on Provider's status as a Preferred Provider or Company's use of Provider's Intellectual Property on the Company Platform; or (iii) any claim or allegation brought against Company by a Company Platform User in connection with any good or service provided by Provider.

8. Disclaimers; Limitation of Liability.

(a) **Disclaimer.** **THE COMPANY HEREBY RESERVES THE RIGHT TO WITHDRAW OR AMEND THE COMPANY PLATFORM, IN ITS SOLE DISCRETION WITHOUT NOTICE. COMPANY WILL NOT BE LIABLE TO PROVIDER IF, FOR ANY REASON, (i) ANY PART OR THE ENTIRE COMPANY PLATFORM IS UNAVAILABLE FOR ACCESS BY THE COMPANY PLATFORM USERS AT ANY TIME OR FOR ANY PERIOD, OR (ii) PROVIDER'S NAME DOES NOT APPEAR ON THE COMPANY PLATFORM AS A PREFERRED PROVIDER. COMPANY IN NO WAY MAKES ANY REPRESENTATION, WARRANTY, OR GUARANTEE RELATING TO ANY PURCHASE, ENGAGEMENT, OR USE OF PROVIDER'S GOODS OR SERVICES BY A COMPANY PLATFORM USER.**

(b) **Limitation of Liability.** **COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO PROVIDER BEING LISTED AS A PREFERRED PROVIDER ON THE COMPANY PLATFORM OR RESULTING FROM THE COMPANY'S PERFORMANCE OR FAILURE TO PERFORM THE TERMS AND CONDITIONS OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S LIABILITY TO THE PROVIDER FOR MONETARY DAMAGES HEREUNDER EXCEED THE FEE PAID AND DELIVERED TO THE COMPANY PURSUANT TO THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

9. Further Assurances. Provider shall, upon Company's request, promptly execute and deliver to Company such other documents as may be required by Company to carry out the purposes of this Agreement or to comply with applicable law or the requirements of any agency having or claiming jurisdiction over a Party.

10. Governing Law; Venue; Jurisdiction. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia without regard to its rules regarding conflicts of law. The Parties agree that any dispute or controversy arising out of, relating to, or in connection with the interpretation, validity, construction, performance, breach,

or termination of this Agreement shall be filed, initiated, and resolved exclusively in state or federal courts located in the City of Norfolk, Virginia, United States of America; each Party hereby consents to both the exclusive jurisdiction and venue of the state and federal courts located in the City of Norfolk, Virginia.

11. Force Majeure. The Parties shall not be liable or responsible, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Parties, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions or omissions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes, or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of one hundred twenty (120) days, each Party shall be entitled to give notice in writing to the other Party to terminate this Agreement.

12. Costs and Attorneys' Fees. In any legal action or other negotiation or proceeding brought to enforce the terms of this Agreement, the Prevailing Party shall be entitled to recover its attorneys' fees, fees, and costs. The non-Prevailing Party in any legal action brought pursuant to, or arising out of, this Agreement shall pay to prevailing Party all costs and fees incurred by such Party in such action, including, without limitation, all attorneys' fees and out-of-pocket expenses and all other reasonable costs of enforcement of the terms and conditions hereof. As used herein, the "Prevailing Party" means the Party in whose favor a final judgment, order, or decree is rendered or entered.

13. Notice. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, overnight mail or courier addressed to Company or Provider to the address listed by Provider on the Application. Notices hereunder shall be deemed to have been given on the date of mailing or actual delivery if done by courier, except notices of change of address, which shall be deemed to have been given when received.

14. Counterparts; Headings; Recitals; Gender. This Agreement may be executed in any number of counterparts, whether by original signature, copy, or electronic signature, each of which, when executed and delivered, will be deemed an original, but all of which together will constitute one binding agreement and instrument. The headings provided for herein are for convenience and reference only, and are not to be deemed a substantive part of this Agreement. The recitals contained in this Agreement above are incorporated into and made an integral and substantive part of this Agreement. Whenever used herein, and unless context dictates otherwise, the singular number includes the plural, the plural the singular, and the usage of the masculine, feminine, or neuter gender includes all genders.

15. Severability. If any one or more of the provisions of this Agreement or the applicability and any provision to a specific situation is held invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provisions will not be affected by any such invalidity or unenforceability.

16. Assignment; No Third-Party Beneficiaries. Provider may not assign this Agreement or the duties, obligations, and benefits under this Agreement, in whole or in part without out the prior consent of Company, and any attempted assignment delegation will be voidable and a breach of this Agreement. Company may assign this Agreement. Nothing contained herein is intended, nor shall it be construed, to confer any rights or benefits upon any person other than the Parties, and no such person shall have any rights or remedies under this Agreement.

17. Entire Agreement; Waiver; Construction. This Agreement constitutes the entire understanding between the Parties pertaining to the subject matter of this Agreement, and all prior and contemporaneous agreements, representations, and understandings of the Parties, whether oral or written are superseded and merged in this Agreement.

No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by the Parties. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver. The terms and provisions of this Agreement represent the results of negotiations between the Parties, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each waive the application of any rule of law that ambiguous or conflicting terms or provisions are to be interpreted or construed against the Party whose attorney prepared the Agreement or any earlier draft of the Agreement.

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[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

COMPANY:

Sqwire, LLC

a Virginia limited liability company

By:

Date

Name: Danijel Velicki

Title: Manager

PROVIDER:

By:

Date

Name:

Title: