

Tracking Pixel Media LLC Advertiser Agreement, effective date April 26th, 2022

This Tracking Pixel Media Advertiser Agreement ("Advertiser Agreement"), shall govern the relationship between Tracking Pixel Media, LLC, a South Carolina State corporation, and the Advertiser ("Advertiser"), whereby Advertiser may obtain access to the services provided by Tracking Pixel Media in connection therewith ("Services"), are further described in the Services Contract ("Contract") attached hereto and incorporated herein by reference (the Contract, together with this Advertiser Agreement, the "Agreement"). The terms of the Contract shall supersede all contrary terms set forth in this Advertiser Agreement, unless expressly set forth to the contrary. In any instance where Advertiser is an agency entering into the Agreement on behalf of a client, any reference to "Advertiser" shall refer jointly to Advertiser as well as the applicable underlying client.

1. Tracking Pixel Media Services.

Advertiser agrees to accept and pay for, and Tracking Pixel Media agrees to provide, the Services identified and set forth in the Agreement. In connection with the Services, Tracking Pixel Media shall undertake marketing campaigns with Advertiser (each an "Ad Campaign") whereby Tracking Pixel Media will distribute Advertiser's proprietary advertising materials including, without limitation, banners, buttons, text-links, clicks, co-registrations, pop-ups, pop-unders, e-mail, graphic files and similar online media (collectively, "Advertiser Ads") and/or, where applicable, Tracking Pixel Media Ads (as defined below) through the online media network(s) either: (a) on Publisher websites via Third Party Ad Server(s) for impressions-based Ad Campaigns ("CPM"); or (b) by Third Party Vendors for search engine marketing, website based marketing and/or other online marketing means. In connection with such Ad Campaigns, Advertiser shall pay Tracking Pixel Media depending on the compensable activities generated on behalf of Advertiser as set forth in the subject Contract (collectively, "Services"). The applicable Services, the fees due to Tracking Pixel Media for each Service and other applicable terms and conditions of the Ad Campaigns entered into hereunder shall be specified in each Contract. Tracking Pixel Media shall not be held liable or responsible for any actions or inactions of its Third Party Vendors.

2. Third Party Vendors.

Tracking Pixel Media may use the media serving technology and networks associated with Third Party Vendors ("Third Party Vendors") when fulfilling some or all of the obligations of the Contract(s). Examples of Third Party Vendors are, but are not limited to, Google Ads, Facebook, Wix.com, and/or LinkedIn. Tracking Pixel Media does not have any affiliation with any Third Party Vendors and/or does not receive any financial incentives, fees, or payments directly from the Third Party Vendors as a result of using the Third Party Vendors' Services.

3. Rates.

Tracking Pixel Media may charge varying rates depending upon the type of services provided to Advertiser. Rates will be clearly labeled on contract, and the contract will supersede any written or verbal agreement between Advertiser and Tracking Pixel Media. For advertisements created within Facebook, Google Search Ads, LinkedIn, as well as a number of other Third Party Vendors, Tracking Pixel Media charges a percentage fee based upon the advertiser's gross spend. Fee percentages will vary depending upon the total advertiser gross spend and advertiser should refer to the contract.

4. Ads.

Advertiser shall develop all aspects of the Advertiser Ads, other than where the parties agree that Tracking Pixel Media shall assist in the development of Ads. The parties understand and agree that Advertiser is the sole owner of any and all intellectual property rights associated with any Advertiser Ads; other than those portions that Tracking Pixel Media prepares on Advertiser's behalf (such portions hereinafter referred to as, the "Tracking Pixel Media Ads" and together with the Advertiser Ads, the "Ads"). The parties understand and agree that Tracking Pixel Media is the sole owner of any and all intellectual property rights associated with the Tracking Pixel Media Ads, other than Advertiser's trademarks, logos, copyrights and other pre-existing Advertiser intellectual property incorporated in the Tracking Pixel Media Ads. Tracking Pixel Media will not be authorized to use the Ads other than in connection with

Advertiser's Ad Campaigns as set forth in the Contract(s), unless permission is granted by Advertiser. Advertiser will provide the Advertiser Ads to Tracking Pixel Media in accordance with the Tracking Pixel Media Advertising Guidelines as same are updated from time to time ("Ad Guidelines"). Advertiser shall submit all Advertiser Ads to Tracking Pixel Media for approval prior to the commencement of the subject Ad Campaign set forth in the applicable Contract. Advertiser shall not alter, modify or otherwise change the Ads, or any other Ads-related feature, in any manner whatsoever, without obtaining Tracking Pixel Media's prior express written consent, after the applicable Ad has been approved by Tracking Pixel Media. Tracking Pixel Media reserves the right, in its sole discretion and without liability, to: (a) change any of its Ad Guidelines at any time; and (b) to reject, omit, exclude or terminate any Ad for any reason at any time, with subsequent notice to the Advertiser, whether or not such Ad was previously acknowledged, accepted, or used by Tracking Pixel Media. Such reasons for rejection, omission or exclusion of Ads include, but are not limited to, where Tracking Pixel Media deems, in its sole discretion, that the Ads, including the applicable products and/or services promoted by such Ads ("Advertiser Products"), and any website linked to from such Ads, are in violation of any applicable law, rule, regulation or other judicial or administrative order or where the content thereof may tend to bring disparagement, ridicule or scorn upon Tracking Pixel Media or any of its Third Party Vendors. Advertiser reserves the right to reject, omit, exclude, terminate or request a change to the Ads at any time and Tracking Pixel Media shall, subject to the provisions set forth herein, comply with such request as soon as practical but in no event later than fifteen (15) business days after its receipt thereof.

5. Placement.

The positioning, placement, frequency and other placement decisions related to Ads shall be made by Tracking Pixel Media and/or its Third Party Vendors, as applicable, in their respective sole discretion. The applicable Contract may set forth the particular place(s) where Ads may appear and/or be distributed. Advertiser agrees that in a case where no points of placement or distributions are set forth in the applicable Contract or, in cases where "Run of Network" or similar designation is specified in the applicable Contract, the Ads may appear at any point of placement and/or distribution that Tracking Pixel Media and/or its Third Party Vendors may determine, in their respective sole discretion.

6. Facebook Content Creation.

Tracking Pixel Media offers: a) the ability, for the benefit of its Advertisers, to outsource the creation of content to be used in Advertisers' Facebook pages. b) Facebook "Content Creation," "Facebook Content Services" and/or any other similar reference (Content Services) in any Tracking Pixel Media contract shall refer to any action done within the Facebook platform on the Advertiser's behalf using the Advertiser's Facebook account. c) Advertiser consents to Tracking Pixel Media's use of the Advertiser's Facebook account and will grant full access to the Advertiser's page to Tracking Pixel Media. d) Any content created and/or action taken by Tracking Pixel Media, once approved by Advertiser and executed by Tracking Pixel Media, shall become the property of the Advertiser, and all responsibility therein belongs to the Advertiser. e) Examples of content are, but not limited to, posts to Advertiser's news feed, events, responses in Facebook Messenger to questions posed to Advertiser, adding photos, hours of operation, pricing, and other business related details. f) Advertiser consents to Tracking Pixel Media responding to comments and/or messages within the Facebook platform as the Advertiser, and holds harmless, any and all responses created by Tracking Pixel Media within the Provisions set forth in this Agreement applies to all aspects of any Content Services. g) All Content Services campaigns will include the creation of a "Content Calendar" (Calendars). h) Calendars will be used for the purpose of showing the details of the created content on a specific day in a calendar month. i) Unless stipulated on the contract, Tracking Pixel Media does not guarantee a specific number of posts per month, character length of a post, or any other aspect of content. j) Calendars are created and open for Advertiser's review at a minimum of five (5) business days before any content is created within Facebook, otherwise known as the "Review Period" (Review Period). k) Advertiser can request two (2) revisions to a Calendar within the Review Period. l) If a revision is not requested, Tracking Pixel Media will begin creating content on the date specified on the Calendar. m) If a request is made, Tracking Pixel Media will revise Calendar within two (2)

business days and provide the revision for Advertiser's review. n) If revision period goes beyond the Calendar start period, Tracking Pixel Media will make every effort to ensure content follows the Calendar as closely to the dates labeled, but might adjust one or more of the content delivery dates. Any changes to dates will not be deemed a breach of contract. o) Any replies and/or comments made by Tracking Pixel Media on behalf of Advertiser will rely on readily available knowledge and/or will refer to scheduling an appointment with Advertiser for more detailed information. p) Tracking Pixel Media reserves the right to not respond to any comments that it deems as defamatory, harassing in nature, and/or for any other reason. Q) Any reference in a contract to budgets allocated to "promoting posts," "boosting posts," and/or any similar verbiage will adhere to Tracking Pixel Media's thirty (15%) percent management fee for Facebook advertising.

7. Website Development.

7.1 Definitions.

"The Site" means a series of linked Web pages under common control and developed by Developer for Client under this Agreement.

"Client Content" means all data, code, trademarks, and copyrighted content provided by Client for use by Developer on the Site.

"Developer Content" means all data, code, trade secrets, patents, designs, drawings, text created by Developer for use on the Site, including any modifications or enhancements provided by Developer.

"Template" means any structural and design layout created to be used for by the Developer for the Client's website.

7.2 Developer Services

Developer will perform the development services described below. There are four stages of development services: Concept, Design, Initial Development, and Final Development. Before delivering the Site to Client, Developer will test its components to make sure the Site and its components work as intended. Developer may complete any and/or all of the following four stages before the written timeline, as deemed necessary by the Developer.

- **Concept.** The parties will discuss and agree upon the basic concept for the Client website and Developer may prepare a written summary of the basic elements of the website's functionality and appearance, or an example or mockup version. However, this is not required.
- **Design.** The parties will discuss and agree upon the design of the Client website and Developer may prepare a detailed summary of the proposed appearance, operation, and functionality, including a list of all necessary software and materials necessary to launch the Site. However, this is not required. If developer prepares summary, developer reserves the right to request a written approval before moving forward to Initial Development.
- **Initial Development.** During Initial Development, Developer shall prepare the Web pages as listed in the approved Concept and Design plans.
- **Final Development.** Developer will complete all requirements for the Site and host it in a manner that Client can view it for a period of at least 3 business days.

7.3 Evaluation and Acceptance

Once Final Development is completed and submitted by Developer, Client will have 5 business days to approve the completed materials or provide corrections and comments.

Developer will have 5 business days after receiving Client's comments and corrections to make the further changes. Developer will make every attempt to make any changes received by Client, as long as changes do not deviate from the plan agreed upon during the Concept and Design stages. The Client agrees that any changes that deviate from the approved plans will not affect the payment terms stipulated in the following section labeled "Compensation & Payments."

7.4 Development of Templates

Developer may create templates for use in the creation of Client's website(s). Client is prohibited from using any template created by Developer for any other use, including other websites, without the Developer's written permission.

7.5 Delays

Developer shall use reasonable efforts to meet the delivery schedule set. However, at its option, Developer can extend the due date for any deliverable by giving written notice to Client. The total of all such extensions shall not exceed 15 business days. If delay is a result of a delay by Client or a third-party site, such delay will not add to the total of maximum days allotted in this clause.

7.6 Domain Name

Developer has no legal or financial interest in the domain name chosen by Client for the site.

7.7 Developer Representations and Warranties

THE DEVELOPER CONTENT FURNISHED UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED, OR STATUTORY; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE SITE WILL BE CONTINUAL, UNINTERRUPTED, OR ERROR FREE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR DEVELOPER CONTENT.

7.8 Ownership of Developer Content

Developer shall retain all copyright, patent, trade secret, and other intellectual property rights Developer may have in Developer Content, specifically with regards to any template created on behalf of Client. Subject to payment of all compensation due under this Agreement, Developer grants Client a perpetual, nonexclusive, nontransferable, royalty-free license to use Developer Content. This license shall authorize Client to:

- Operate the Site on its host server;
- update or revise the Site; and

- advertise and promote the Site.

7.9 Website Credits and Links

Developer may take the following actions:

- Developer can state on the Site that Developer developed the Site
- Developer can place hypertext links on Client's Site to Developer's website
- Developer can place hypertext links on Developer's website to Client's Site as an example of Developer's services

7.10 Intellectual Property Infringement Claims

THE DEVELOPER CONTENT FURNISHED UNDER THIS AGREEMENT IS PROVIDED WITHOUT EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AGAINST INFRINGEMENT, AND DEVELOPER SHALL NOT INDEMNIFY CLIENT AGAINST INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, TRADE SECRETS, OR OTHER PROPRIETARY RIGHTS.

8. Compensation & Payments.

8.1 Website Development Compensation

An upfront payment of one-half (1/2) of the total is needed in order for Developer to begin any work on said services. Final payment of the remaining balance will occur within 15 business days after the completion of the Approval stage. Failure to pay will result in Developer removing content of the Web site until payment is received.

8.2 Third-Party Paid Media Payments

The rates for Services shall be set forth in the applicable Contract(s). Tracking Pixel Media will invoice Advertiser once monthly. Unless otherwise set forth in the applicable Contract, payment will be due to Tracking Pixel Media by the sixteenth (16th) of the prior month of any media services being rendered. If payment is not made by the 16th of the prior month, Tracking Pixel Media may, at its option, immediately terminate the Agreement and/or any applicable Contract(s). Interest will accrue on any past due amounts – in the event a past due balance is incurred – at the rate equal to the lesser of one and one half percent (1.5%) per month or the maximum amount permitted by law. In addition, Advertiser shall be liable to Tracking Pixel Media for all attorneys' fees and other costs of collection incurred in collecting such unpaid amounts. Advertiser agrees and acknowledges that the rates set forth in the applicable Contract(s) is inclusive of all fees, taxes, and any other expenses associated with the rendering of services.

9. Term/Termination.

The Agreement shall continue for the term set forth in any underlying Contract, provided that either party may terminate the Agreement and/or any Contract at any time, upon thirty (30) business days' prior written notice. Upon termination or expiration of the Agreement for any reason: (a) Advertiser will pay Tracking Pixel Media all outstanding amounts, should there be any outstanding amount, then due and owing as of the termination date within thirty (30) days as set forth in Section 5 herein above; (b) any and all licenses and rights granted to either party in connection with the Agreement shall immediately cease and terminate; and any and all Confidential Information or proprietary information of either party that is in the other party's possession or control must be immediately returned or destroyed. Notwithstanding any termination of the Agreement, any provisions of the Agreement that may reasonably be expected to survive termination of the Agreement, shall survive and remain in effect in accordance

with their terms.

10. Warranty/Limitation of Liability.

TRACKING PIXEL MEDIA SERVICES, SOLUTIONS, WEB DEVELOPMENT, TRACKING PIXEL MEDIA ADS, AD GUIDELINES, ACTIONS AND COLLECTION TECHNIQUES PROVIDED BY TRACKING PIXEL MEDIA UNDER THE AGREEMENT AND/OR ANY APPLICABLE CONTRACT ARE SUPPLIED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT OF THE LAW, TRACKING PIXEL MEDIA MAKES NO WARRANTIES (INCLUDING IMPLIED WARRANTIES OF PURPOSE AND NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, EXPRESSED, IMPLIED, ORAL OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRACKING PIXEL MEDIA DOES NOT WARRANT OR GUARANTY ACTIONS, CONVERSION RATES, PAGE-LOAD TIMES, AUDIENCE SIZE AND/OR REACH, AND/OR RESPONSE RATES. TRACKING PIXEL MEDIA SERVICES, SOLUTIONS, TRACKING PIXEL MEDIA ADS, AD GUIDELINES, ACTIONS AND/OR COLLECTION TECHNIQUES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. TRACKING PIXEL MEDIA HAS NO LIABILITY, WHATSOEVER, TO ADVERTISER OR ANY THIRD PARTY, FOR ANY OTHER PARTY’S SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES AND TRACKING PIXEL MEDIA DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT ANY OTHER PARTY’S SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES WILL BE UNINTERRUPTED OR ERROR-FREE. TRACKING PIXEL MEDIA MAKES NO GUARANTEES, AND ACCEPTS NO RESULTING LIABILITY, FOR FAILURE TO MEET SCHEDULED DELIVERY DATES. IN NO EVENT SHALL TRACKING PIXEL MEDIA BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, EVEN IF TRACKING PIXEL MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRACKING PIXEL MEDIA WILL NOT BE LIABLE, OR CONSIDERED IN BREACH OF THE AGREEMENT, ON ACCOUNT OF A DELAY OR FAILURE TO PERFORM UNDER THE AGREEMENT AND/OR ANY CONTRACT AS A RESULT OF CAUSES OR CONDITIONS THAT ARE BEYOND TRACKING PIXEL MEDIA’S CONTROL. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, TRACKING PIXEL MEDIA’S LIABILITY UNDER ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNTS PAID TO TRACKING PIXEL MEDIA BY ADVERTISER DURING THE PRIOR SIX (6) MONTH PERIOD PURSUANT TO THE AGREEMENT. TRACKING PIXEL MEDIA SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY ACTIONS OR INACTIONS OF THIRD PARTY VENDORS.

11. Representation and Warranties.

Advertiser represents and warrants that: (a) it has the power and authority to enter into and perform its obligations under the Agreement; (b) at all times, the Ads (and their transmission), the Advertiser Products, any Advertiser website linked to from the Ads and Advertiser itself will comply with all applicable foreign, federal, state or local laws, rules, regulations and ordinances including, without limitation, the Gramm-Leach Bliley Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, CAN-SPAM, the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, Regulation (EU) 2016/679 General Data Protection Regulation, the Federal Communications Act, and all rules and regulations promulgated under any of the foregoing, as well as all applicable state laws including, without limitation, the California Financial Privacy Act and the Vermont Consumer Protection Act, and all rules and regulations promulgated under such state laws (collectively, “Laws”); (c) it owns and/or has any and all rights to permit the use of the Advertiser Ads and, where approved, Tracking Pixel Media Ads, by Tracking Pixel Media, as contemplated by the Agreement; (d) at all times, the Ads (and their transmission), the Advertiser Products, any Advertiser website linked to from the Ads and Advertiser itself will not violate any applicable rights of any third party including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary, property or other intellectual property right; (e) it will not disable “back” browser functionality to prohibit end-users from returning to the website from which the Ad was selected, if applicable; (f) Advertiser has a reasonable basis for any and all claims made within the Ads and possesses

appropriate documentation to substantiate such claims; (g) for CPA and Leads Campaigns, the Ads, and/or the landing page from each Ad where an Action is completed (for example, Advertiser's website page where an end-user is directed when such end-user clicks on the Ad, fills in a registration form or takes a similar action in connection with the Ad) contains a prominent link to Advertiser's privacy policy, which policy provides, at a minimum, adequate notice, disclosure and choices to end users regarding Advertiser's use, collection and disclosure of their personal information; (h) Advertiser shall fulfill all commitments made in the Ads; (i) no Ad is targeted to end-users under the age of eighteen (18); (j) prior to loading any computer program onto an individual's computer including, without limitation, programs commonly referred to as adware and/or spyware, but excluding cookies (provided that cookies are disclosed in Advertiser's privacy policy and end-users are instructed on how to disable such cookies), Advertiser shall provide clear and conspicuous notice to, and shall obtain the express consent of, such individual to install such computer program; (k) the Ads, Advertiser Products, any Advertiser website linked to from the Ads do not: (i) contain any misrepresentations or content that is defamatory; (ii) contain content that is violent, obscene, offensive, including content that contains nudity or implied nudity or content that is morally or ethically offensive or sexually suggestive; (iii) promote or support gambling or sweepstakes or contests; or (iv) contain any "worm," "virus" or other device that could impair or injure any person or entity; (l) Advertiser is not, nor is Advertiser acting on behalf of any person or entity that is, prohibited from engaging in transactions with U.S. citizens, nationals or entities under applicable U.S. law and regulation including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control ("OFAC"); and (m) Advertiser is not, nor is Advertiser acting on behalf of any person or entity that is, a Specially Designated National ("SDN"), as OFAC may so designate from time to time.

12. Indemnification.

Advertiser shall irrevocably defend, indemnify and hold Tracking Pixel Media and each of their respective employees, officers, directors, members, managers, shareholders, contractors and agents harmless from and against any and all liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees, costs and expenses) arising out of or related to any allegation, claim or cause of action, involving: (a) Advertiser's breach of the Agreement, any and all applicable Contract(s) or any representation or warranty contained therein; (b) the Ads, Advertiser Products and/or Advertiser websites; and/or any claim that Tracking Pixel Media is obligated to pay any taxes in connection with Advertiser's participation hereunder.

13. Force Majeure.

Other than with respect to payment obligations arising hereunder, neither party will be liable, or be considered to be in breach of this Agreement, on account of such party's delay or failure to perform as required under the terms of this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence (a "Force Majeure Event"). If any such Force Majeure Event occurs including, without limitation, acts of God, fires, explosions, telecommunications, Internet or network failure, results of vandalism or computer hacking, storm or other natural occurrences, national emergencies, acts of terrorism, insurrections, riots, wars, strikes or other labor difficulties, or any act or omission of any other person or entity, the affected party will give the other party notice and will use commercially reasonable efforts to minimize the impact of any such event.

14. Miscellaneous.

14.1 Assignment.

Neither party may assign, transfer or delegate any of its rights or obligations under the Agreement or any Contract without the prior written consent of the other party, and any attempts to do so shall be null and void; provided, however, that either party may assign the Agreement, any Contract or any portion hereof/thereof, to: (a) an acquirer of all or substantially all of such party's equity, business or assets; (b) a successor in interest whether by merger,

reorganization or otherwise; or any entity controlling or under common control with such party.

14.2 Choice of Law/Venue.

The Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina, without regard to its choice of law rules. In the event that any suit, action or other legal proceeding shall be instituted against either party in connection with the Agreement, each hereby submits to the jurisdiction of either the United States District Court for South Carolina or any South Carolina court of competent jurisdiction, located in Beaufort, and further agrees to comply with all the requirements necessary to give such court jurisdiction.

14.3 Modification.

The Agreement, any exhibits attached hereto and any and all applicable Contract(s) represent the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties. The Agreement, any exhibits attached hereto and any and all applicable Contract(s) may be amended only by a written agreement executed by an authorized representative of each party. To the extent that anything in or associated with any Contract is in conflict or inconsistent with the Agreement, the Contract shall take precedence.

14.4. Non-Waiver/Severability.

No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision contained in the Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the real intention of the parties, and the remaining provisions of the Agreement will remain in full force and effect.

14.5 Relationship of the Parties. The parties hereto are independent contractors. There is no relationship of partnership, agency, employment, franchise or joint venture between the parties. Neither party has the authority to bind the other, or incur any obligation on its behalf; provided, however, that Tracking Pixel Media acts as a limited agent of Advertiser for the sole purpose of performing the Services set forth in applicable Contract(s).