These Standard Terms, together with the Project Terms (collectively, the “Agreement”), collectively: (a) represent the complete agreement of Company and Client with respect to the subject matter hereof; (b) are fully binding on the Parties hereto; and (c) supersede all previous documents and negotiations. By using the Services of Company, or by executing any Project Terms, Client agrees to be bound by and comply with all of the terms of the Agreement.

**Standard Terms & Conditions**

**(“Standard Terms”)**

1. Engagement. Client hereby engages Company, and Company hereby agrees, to provide Client with the Services during the Term, as specified in the Project Terms, on the terms and conditions of this Agreement, including, without limitation, payment of the Fee. Client acknowledges that Company may sub-contract some or all of its Services, including, without limitation to third-party printers. During the Term and for a period of one (1) years thereafter, Client shall not, directly or indirectly: (a) hire, solicit, or encourage to leave the employment or engagement of Company, any employee or consultant of Company (“Company Teammate(s)”), or knowingly participate in any such discussions with any such Company Teammate regarding the possibility of his or her employment or engagement by any entity other than Company, or the possibility of such employee terminating his or her employment or engagement with Company, or (b) attempt to influence, persuade or induce any Company Teammate, client, contact, consultant, manufacturer, vendor or customer to terminate its relationship (contractual or otherwise) with Company, or to refrain from extending its agreement, arrangement or other relationship with Company. With respect to the Fee, interest, compounded monthly, at the rate of one and one-half percent (1.5%) per month shall accrue on any amount due to Company from and after the date upon which said payment is due until the date payment is actually received, plus Twenty United States Dollars ($20 USD) as a late payment charge.

1. Termination. Either Party may terminate this Agreement, upon written notice to the other Party and without any further obligation to the other Party after the date of termination (other than payment and delivery to Company of the Fee), upon the occurrence of a material breach of this Agreement by a Party, which breach is not cured within five (5) business days of the date of Notice from the non-breaching Party specifying the nature of the breach. Company may additionally terminate this Agreement immediately, upon written Notice to Client and without any further obligation to Client after the date of termination, in the event that: (a) Client, or anyone authorized by, or on behalf of, Client, makes any negative public statement about Company, any of its owners, shareholders, employees or consultants; (b) Client, or any senior-ranking member of Client, commits a scandalous, reprehensible or depraved act that, in Company’s reasonable determination, could shock or offend the morals and decency of the reasonable public (e.g., driving under the influence, public intoxication, assault, lewd behavior, contributing to the delinquency of a minor, etc.); and/or (c) Client, or any senior-ranking member of Client, is the subject of publicity, takes any public action or makes any public statement (or fails to take an action or make a statement where such failure has the same impact) that, in Company’s reasonable determination, could have an adverse effect upon the status or reputation of Company. In the event of any termination of this Agreement pursuant to this Section, the entire Fee shall become immediately due to Company, and shall be paid by Client within five (5) business days of the effective date of termination. Sections 3, 5, 6, 7, 8, 9, 10 and 11 of this Agreement, and any other obligations under the provisions of this Agreement which, by their term or implication, have a continuing effect, shall survive any expiration or termination of this Agreement.
2. Intellectual Property. Company shall own all rights of every kind, whether now known or hereafter created, in and to all results and proceeds of Company’s Services, including, without limitation, all copyrights, trademarks, designs, logos, slogans, developments, processes and trade secrets which Company may develop relating to the Services, including any of the foregoing as may be included in proposed designs as part of the Design Services (whether th4e same bcome Approval Designs or not), but specifically excluding Client’s pre-existing copyrights, trademarks and other intellectual property (such pre-existing rights of Client defined as the “Client IP”), and any memoranda, notes, lists, records and other documents (and all copies thereof) made or compiled by Company or made available to Company concerning the Services (collectively, “Results & Proceeds”), throughout the world in perpetuity, and Client hereby irrevocably transfers and assigns to Company all right, title, and interest of any kind, character, or description whatsoever, including any claim to moral rights, in and to the Results & Proceeds that Client may have otherwise claimed. Client will sign any documentation which Company requires to document Company’s ownership in and to any of the above. Client shall not, during the Term or at any time thereafter: (a) attack any right, title or interest of Company in and to Company’s company name and/or logo and any and all other intellectual property rights of Company, including, without limitation, the Results & Proceeds, copyrights, trademarks, designs, logos, slogans, developments, processes and trade secrets owned and/or controlled by Company, whether arising from or relating to Company’s business, the Services or otherwise (collectively, Company’s “Property”), whether by way of application for and/or an opposition of any right relating to the Company’s Property or anything confusingly similar thereto, or by way of lawsuit, cancellation proceeding or action or otherwise; or (b) misuse, disparage or bring into disrepute Company’s name and/or the Property, nor shall Client make any negative or unfavorable statements concerning Company, and Company Teammate and/or the Property. Client shall have no right to use the Results & Proceeds or Property other than as explicitly stated herein, in connection with the Services, and all rights not otherwise granted or addressed herein are hereby reserved by Company. Company acknowledges Client’s ownership of the Client IP, and Client hereby grants to Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide and assignable right and license to use the Client IP, as used in connection with the Services, on or in connection with the advertising and promotion of Company’s business (including, without limitation, on Company’s website, in Bobby Becker’s portfolio, posting and re-posting on Company social media accounts, including boosting, sponsored and paid).
3. Force Majeure. If, at any time during the Term, Company is prevented, hampered or interrupted by, or interfered with in, in any manner whatsoever, fully performing any duties hereunder, by reason of: an emergency or illness in an Company Teammates’ immediate family; any Company Teammates illness, injury, or treatment for illness or injury; any present or future statute, law, ordinance, regulation, order, judgment or decree, whether legislative, executive or judicial (whether or not valid); any act of God, earthquake, fire, flood, epidemic (including, without limitation, any pandemic), accident, explosion or casualty; any lockout, boycott, strike, labor controversy (including, without limitation, any threat of any of the foregoing); any riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces or act of public enemy; any embargo, delay of a common carrier, inability without default on Company or any Company Teammate’s part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of its business; any cause beyond the reasonable control of Company or any Company Teammate; or any other cause of any similar nature (each of the foregoing, a “Force Majeure Event”), then: (a) such of Company’s Services hereunder shall be suspended as often as any such Force Majeure Event occurs, (b) during such period(s) of time as such Force Majeure Event(s) exist, such non-performance by Company as it pertains to such Services shall not be deemed to be a breach of this Agreement by Company or a forfeiture of any of Company’s rights hereunder, and (c) Company will nonetheless be entitled to retain any and all amounts due, and payable to, Company hereunder (including, without limitation, the Fee).
4. Confidentiality.

* 1. Obligations. Each Party acknowledges that it may have access to the other Party’s non-public and/or proprietary information relating to such Party’s business or operations, whether written, oral or maintained in electronic or any other form (including, without limitation: finances, technology or other technical data, trade secrets, inventions, processes, formulas and know-how; designs, drawings, services, products, product plans, product development, marketing, marketing plans and information, customers, potential business partners, market information, suppliers, vendors, retailers, manufacturers, factories; and all documents, analyses, reports, research, business plans, studies, diagrams, marketing information or other materials that contain information), including the existence of this Agreement and the terms hereof (collectively, “Confidential Information”), the value of which may be impaired by misuse, or by disclosure to a third party. The receiving Party agrees that it will not disclose such Confidential Information, except to perform the its obligations under this Agreement, but solely to those who have a "need to know" the same and have agreed, in writing, not to disclose the Confidential Information, or use the Confidential Information for any purpose other than pursuant to the terms of this Agreement. The receiving Party shall take reasonable precautions to protect the confidentiality of the other Party’s Confidential Information, which may include, without limitation, the use of separate written confidentiality agreements. Following the expiration or termination of this Agreement, no Party shall disclose or use any of the other Parties’ Confidential Information for any purpose, unless otherwise agreed in writing by the disclosing Party. Each Party agrees to notify the other Party of the circumstances surrounding any inadvertent disclosure of Confidential Information by the receiving Party, and all Confidential Information is and shall remain the property of the disclosing Party.
  2. Exclusions; Mandatory Disclosure. As used in this Agreement, the term ‘Confidential Information’ shall not include any information that: (i) now or hereafter becomes, through no unauthorized act by or on behalf of the receiving Party, generally known or available to the public; (ii) known to the receiving Party, by lawful means, at the time the receiving Party receives the same from the disclosing Party; (iii) furnished to the receiving Party by a third party that does not have an obligation of confidentiality to the disclosing Party with respect thereto; or (iv) independently developed by the receiving Party without use of or access to the disclosing Party’s Confidential Information. Nothing in this Agreement shall prevent the receiving Party from disclosing Confidential Information of the disclosing Party to the extent the receiving Party is required to do so by the rules of an applicable securities market or exchange, or is legally compelled to do so by any governmental investigative or judicial agency or court pursuant to proceedings over which such agency or court has jurisdiction; provided, however, that prior to any such disclosure, the receiving Party shall (i) assert the confidential nature of the Confidential Information to the market, exchange or agency or court; (ii) promptly notify the disclosing Party in writing of the requirement, order or request to disclose; and (iii) at the disclosing Party’s sole cost and expense (excluding the receiving Party’s outside attorney fees), cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting the confidentiality of the Confidential Information. Any Confidential Information that is disclosed under this Section shall otherwise remain subject to the provisions of this Agreement.

1. Representations & Warranties. Client hereby represents and warrants to Company that: (a) it has the full right, power, and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) it shall comply with and act in accordance with any and all applicable laws, regulations, codes, ordinances, treaties, statutes, or judgments, and that there is no pending or threatened litigation which may affect Client’s ability to fully perform its obligations herein; (c) the Project, Products and Client IP will not infringe on the statutory rights, contractual rights, common law right, trademark, copyright, right of publicity, intellectual property right, privacy right, proprietary right or other right of any third party; and (d) the provisions of this Agreement are not in conflict with and do not violate any commitment, agreement, obligation or understanding that Client now has or will in the future have with any other person or entity.

1. Indemnification. Client agrees to defend, indemnify and hold harmless both Company and all Company Teammates, individually and/or collectively, and each of their respective officers, directors, employees, associated or affiliated companies, successors, assigns, licensees (hereinafter referred to as “Indemnitees”) from and against any and all third party liabilities, damages, costs and expenses of any kind, including reasonable attorney’s fees, which may be obtained against, imposed upon or suffered by the Indemnitees or any of them by reason of any breach or alleged breach by Client of this Agreement, any of Client’s representations or warranties hereunder, or any injury or damage sustained by any Indemnitee in connection with the Project, Products and/or Services.
2. Legal Proceedings. This Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of New York applicable to agreements wholly made and to be performed within New York, notwithstanding any conflict of law provisions to the contrary. The Parties hereby agree that any action which in any way involves the rights, duties and obligations of any Party under this Agreement shall be brought in courts located in Nassau County, New York, and the Parties hereby submit to the personal jurisdiction of such courts. Each of the Parties waives any objection that it may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court. Each of the Parties hereby waives the right to trial by jury in any and all actions or proceedings in any court, whether the same is between them or to which they may be Parties, and whether arising out of, under, or by reason of this Agreement, or any acts or transactions hereunder or the interpretation or validity thereof, or out of, under or by reason of any other contract, agreement or transaction of any kind, nature or description whatsoever, whether between them or to which they may be Parties.
3. Assignability. Neither Party shall assign, encumber or transfer this Agreement or any of its rights or obligations hereunder, directly or indirectly, whether pursuant to any transaction or series of transactions, without the other Party’s prior written approval. Any attempted assignment, encumbrance or transfer in violation of the foregoing shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

1. Notices.
   1. Requirements for Notices. All notices, requests, demands and other communications required or permitted to be made hereunder (“Notices”) shall be in writing and signed by a duly authorized signatory of the Party delivering such notice. All such Notices shall be deemed duly given: (i) at the time of delivery, if hand delivered to the corporate office for the Party to whom Notice is being delivered, against a signed receipt therefor; (ii) one (1) day after dispatch, if sent to the Party at the address and/or contact listed in this Agreement for such type of Notice, by: (A) registered or certified mail, return receipt requested, first class postage prepaid, or (B) nationally recognized overnight delivery service (e.g., FedEx, UPS, etc.); or (iii) at the time of transmission, if sent to the Party at the address and/or contact listed in this Agreement for such type of Notice by e-mail transmission. Either Party may alter the address to which Notices are to be sent hereunder by giving Notice of such change to the other Party in conformity with the provisions of this Section. All Notices to Client shall be delivered to Client at the address for Client specified in the Project Terms, and all Notices to Company shall be delivered to Company as follows:

Address: dBb Group, LTD

67 Bond Court

Manhasset, NY 11030

Attention: Bobby Becker

Email: bobby@thedbbgroup.com

1. Miscellaneous.
   1. All Rights Cumulative. All rights and remedies conferred upon or reserved by the Parties in this Agreement shall be cumulative and concurrent and shall be in addition to all other rights and remedies available to such Parties at law or in equity or otherwise. Such rights and remedies are not intended to be exclusive of any other rights or remedies and the exercise by either Party of any right or remedy herein provided shall be without prejudice to the exercise of any other right or remedy by such Party provided herein or available at law or in equity.

* 1. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR FOR LOSS OF GOOD WILL OR BUSINESS PROFITS, REGARDLESS OF THE FORM OR ACTION, WHETHER IN CONTRACT OR IN TORT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES OR LOSSES.
  2. Relationship of the Parties. Client and Company agree that Company shall perform hereunder as an independent contractor, not as an employee of Client. Nothing herein contained shall constitute a partnership or a joint venture between Client and Company. Neither Party hereto shall hold itself out contrary to the terms of this provision, and neither Client nor Company shall become liable for any representation, act or omission of the other Party contrary to the provisions hereof.
  3. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, whether express or implied, oral or written, except as herein contained. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. This Agreement may only be amended or modified by written agreement, duly executed by authorized signatories of, and delivered by, each of the Parties hereto. The express terms of this Agreement shall control and supersede any course of dealing or performance, and/or usage of trade, that is inconsistent with any of the terms hereof.
  4. Waiver & Delays. A waiver by any Party of any provision, breach or default of, or rights under, this Agreement, shall: (i) only be effective if signed by an authorized signatory of the Party waiving the same, (ii) not bar the exercise of the same right on any subsequent occasion or any other right at any time, and (iii) not constitute a continuing waiver of such or any other provision, breach, default or right. Neither the failure of nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege.
  5. Severability. If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, then: (i) such provision shall be eliminated to the minimum extent necessary, and (ii) such provision shall be reformed and rewritten so as to most closely reflect the intention of Client and Company, such that this Agreement shall otherwise remain in full force and effect and enforceable.
  6. Further Assurances. Client shall execute and deliver to Company any and all documents requested by Company to effectuate the purpose and intent of this Agreement, including, without limitation, Company’s ownership in and to the Property and the Results & Proceeds. In the event Client fails to so execute and deliver any of the foregoing within five (5) business days of Company’s request therefor, Client hereby appoints Company as Client’s attorney-in-fact for the purposes of executing such documents in Client’s name. This appointment is couple with an interest.
  7. Form & Construction. Section and Sub-Section headings in this Agreement are included for ease of reference only and do not constitute substantive matter to be considered in construing the terms of this Agreement. Each Party has cooperated in the drafting and preparation of this Agreement, and no dispute with respect to this Agreement should be resolved based on the conclusion that either Company or Client was the drafter.
  8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. Each of the Parties agrees that electronic signatures evidencing a Party’s execution of this Agreement shall be effective as an original and may be used in lieu thereof for any purpose.