

# Amptek, LLC

## Services Agreement

This **Services Agreement** (this "**Agreement**"), dated as of the date you authorize these terms and digitally sign for them (the "**Effective Date**"), is between **Amptek, LLC** ("**Service Provider**") and **your name as digitally signed** ("**Customer**" and together with Service Provider, the "**Parties**", and each a "**Party**").

**WHEREAS**, Service Provider has the capability and capacity to provide certain campaign-related technology services; and

**WHEREAS**, Customer desires to retain Service Provider to provide the said services;

Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide to Customer the services set out in a "Statement of Work" to be issued by Customer and accepted by Service Provider. The initial Statement of Work is attached as Exhibit A. Revised statements of work must be provided in writing.

2. Service Provider shall maintain complete and accurate records relating to the Services provided under this Agreement. During the Term, upon Customer's written request, Service Provider shall allow Customer or Customer's representative to inspect and make copies of such records in connection with the Services at Customer's expense.

3. Customer shall Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Customer Coordinator**").

4. Fees and Expenses. Customer shall pay the fees set out in the applicable Statement of Work. Payment to Service Provider of fees and the reimbursement of any agreed upon expenses shall constitute payment in full for the performance of the Services. Unless otherwise provided in the Statement of Work, said fees will be payable in full upon receipt of an invoice in advance of the Services to be provided.

4.1 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4.2 Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts when due.

5. Limited Warranty and Limitation of Liability.

5.1 Service Provider warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (not more than 60 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination.

(b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, Service Provider shall within 60 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a prorated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 10 days after delivery of such Service or Deliverable to Customer.

6. Intellectual Property. Except as explicitly set forth in a Statement of Work, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or a Statement of Work prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") shall be owned by Customer.

7. Confidentiality. During the Term of this Agreement, either Party may disclose to the other Party, non-public, proprietary, and confidential information. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; not use the Disclosing Party's Confidential Information, or permit it to be accessed or used for any purpose other than to exercise its rights or perform its obligations under this Agreement; and not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

## 8. Term and Termination.

8.1 This Agreement shall commence as of the Effective Date and shall continue until the completion of TERM set forth in the Statement of Work unless sooner terminated pursuant to Section 8.2.

8.2 Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder.

## 9. Limitation of Liability.

9.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Limitation. This Agreement, including the Statement of Work, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of the Statement of Work shall supersede and control.

11. Notices. All notices and other communications under this Agreement must be in writing and addressed to the other Party at the email address set forth:

Notice to Customer: **your email as digitally signed**

Notice to Service Provider: nate@amptekgrowth.com

12. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement are governed by the laws of the State of Tennessee, United States of America (including its statutes of limitations).

14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 11, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Force Majeure. The Service Provider shall not be liable or responsible to Customer, 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 Service Provider including, without limitation, acts of God, fire, explosion, governmental actions, war, terrorist threats or acts, civil unrest, national emergency, telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 120 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

[SIGNATURE PAGE FOLLOWS]

## EXHIBIT A

### INITIAL STATEMENT OF WORK

**Service:** Service Provider will provide Customer with a service to improve their LinkedIn marketing by identifying, connecting and interacting with prospects over time, as well as to improve their visibility on LinkedIn as a knowledgeable industry participant.

By building long-term, personal, relationships with your prospects, we increase the odds that you will stay top-of-mind, and that they will think of you when the time is right. The community and databases we systematically build and maintain will also serve as a powerful platform for distribution of your content, positioning you as a thought leader in your targeted industries. This will ultimately save you personal time and generate interested prospects.

Our system for cultivating specific prospects through personal LinkedIn campaigns will also generate a consistent, predictable volume of leads for you. We are projecting, after a brief set up period, dozens of leads matching your ideal prospect profile will be generated per month. Note: Consultant services stop at the point of a prospect replying to one of the messages. Client is responsible for managing LinkedIn inbox.

**Package Selected:** Determined based on what you choose to sign up for.

**Fees:** Fees will be charged on a monthly basis and are due in advance of provision of the Service by the Service Provider to Customer

**Customer Fee:** The amount you digitally sign and pay for

**Customer Coordinator:** The name you digitally sign for

**Term:** The term of this Statement of Work will be 1 month, and will be renewable for an unlimited number of consecutive terms of 1 month at the advance written agreement of both parties prior to the end of any particular term.

**Service Disclaimer:** Customer acknowledges and agrees that Service Provider cannot guarantee any particular results from the service, and that the results are subject to many factors including variables relating to LinkedIn such as service outages, changes in LinkedIn's business model, etc.