

QUINTESSA MARKETING TERMS & CONDITIONS

These Terms and Conditions (these “Terms”) are offered to you by Quintessa Marketing (“Quintessa”, “we,” “us,” “our”) and govern our products and nationwide marketing and intake services (“Services”). Together with each Insertion Order (“IO”), these Terms, as updated from time to time by Quintessa (“Additional Terms”), constitute a binding, legal agreement between you (“you”, “Client”) and Quintessa (collectively, the “Agreement”). Your continued use of the Services after any such change takes effect will be deemed to constitute your acceptance of any changes and your agreement to the new terms. In the event of any conflict or inconsistency between the Terms and Conditions and the provisions of the Insertion Order, the Insertion Order shall prevail unless expressly stated otherwise in this Insertion Order. This Agreement will be effective as of the date you click “I accept” to these Terms or sign an IO that incorporates these Terms (“Effective Date”).

1. DEFINITIONS.

- A. **“Contract Amount”** means the total fixed amount Client agrees to pay to Quintessa for the provision of Leads during each Term of this Agreement. Client’s obligation to pay the full Contract Amount arises and becomes binding upon the commencement of each Term, regardless of the timing or method of payment. For administrative convenience, the Contract Amount shall be invoiced and paid in equal monthly installments over the course of each Term; however, such installment structure shall not affect Client’s unconditional obligation to pay the full Contract Amount in accordance with the terms herein.
- B. **“Client’s Designated Point of Contact”** means the individual identified by Client in the applicable Insertion Order (or subsequently designated in writing) as the primary person authorized to receive all communications from Quintessa regarding the Services. This includes, but is not limited to, updates to the Terms and Conditions, billing and payment matters, account status, performance metrics, operational notices, and any other material or time-sensitive information related to Client’s account or this Agreement. All such communications sent by Quintessa to the Designated Point of Contact shall be deemed received and binding upon Client.
- C. **“Client Portal”** refers to accidentintakeforms.com, which is accessible to the client via the login information provided to Client by Quintessa via the onboarding process.
- D. **“Insertion Order”** or **“IO”** means the mutually executed order form between Client and Quintessa that sets forth the specific terms of Quintessa’s services to Client in each state, including but not limited to pricing, designated territory, Contract Amount, monthly Installment Payment amount, timing of Installment Payments during the initial term, and any other Client-specific parameters. Each Insertion Order is governed by, and incorporates by reference, the Terms and Conditions, and together they form the complete Agreement between the Parties.
- E. **“Installment Payments”** means the equal monthly payments made by Client to Quintessa during each Term as a method of satisfying Client’s obligation to pay the full Contract Amount. Installment Payments are provided solely for the convenience of Client and shall not in any way

alter, reduce, or defer Client's binding obligation to pay the full Contract Amount upon the commencement of each Term. Failure by Client to timely make any Installment Payment shall constitute a default of its obligation to pay the entire Contract Amount due for that Term. Unless otherwise stated in the Insertion Order, the Installment Payments for each term are due on the first day of each month. If the first day of a month falls on a weekend or federal holiday, the Installment Payment shall be due the last business day prior to the weekend or federal holiday.

- F. **"Lead"** refers a potential client ("PC") who has expressed interest in, or has been identified as potentially having grounds for, a personal injury claim.
- G. **"Delivery"** refers to the process by which Quintessa provides Client with Leads. Quintessa will make reasonable efforts to deliver Leads to Client via live transfer. However, in the event that Client fails to answer Quintessa's live transfer attempt, that Lead may instead be delivered to Client via email. Leads are considered delivered to Client either upon the successful completion of a live transfer or upon Quintessa's transmission of an email containing the PC's intake information, in the event the live transfer attempt is unsuccessful due to Client's failure to answer.
- H. **"Moving Violation"** shall be defined as a traffic offense committed when a vehicle is in motion. The parties agree that "Moving Violation" does *not* include (1) citations related to the status of the driver (other than driving under the influence of alcohol, drugs, or a controlled substance), such as driving without a seatbelt, driving without a valid driver's license, driving without insurance or documentation of insurance, etc., or (2) citations related to the condition of the PC's vehicle.
- I. **"Standard Lead"** refers to a Lead whose potential personal injury claim arises from a motor vehicle accident or an incident occurring on or related to a commercial property due to an allegedly dangerous condition on the commercial property or the alleged carelessness of the commercial property owner, operator, or manager. Standard Lead prices are per claimant. For example, a driver and a passenger who were both injured in the same car accident would be priced as two separate leads.
- J. **"Territory"** refers to the state in which the marketing campaign that generates Client's Leads is conducted. A Lead shall be considered to fall within the designated Territory if (1) the accident or incident occurred in that state, (2) the PC resides in that state, **or** (3) PC obtains medical treatment in that state.
- K. **"Wrongful Death Lead"** refers to a PC who is seeking, or is a potential candidate for, legal representation in a wrongful death claim arising from the death of a spouse, child, or family member. Wrongful Death Leads prices are on a per death basis, regardless of the number of heirs or claimants for each death.

2. DELIVERABLES.

2.01 Leads only.

Client understands that it is purchasing Leads, not cases. Quintessa provides no guarantee that any particular Lead will turn into a viable case or will generate a profit for Client. Nor does Quintessa guarantee that any Lead will become a client of Client or need the services they initially sought.

2.02 No Recommendations or Endorsements.

Client understands that by providing Leads Quintessa is not recommending, endorsing, or vouching for Client.

2.03 Lead Delivery Methods and Fees.

- a. “Esigned” Leads. In most cases, Leads will be signed on the retainer provided by Client. Leads that are delivered to Client after already signing Client’s retainer are referred to as “E-signed” Leads.
 - i. Fees for Esigned Leads are charged to Client at the time of Lead Delivery.
- b. “Email Only” Leads are Leads that may not satisfy one or more of the Lead Qualifiers set forth in Section 3.01 below, but, due to the circumstances conveyed by the PC, Quintessa believes that the Lead may still have value and/or be of interest to Client.
 - i. Email Only is a billing designation and does not refer to the method of delivery. Email Only Leads may be delivered to Client via live transfer or solely via email.
 - ii. Email Only Leads are not charged to Client’s account balance upon Delivery but shall become chargeable in the event that Client signs the Lead to Client’s retainer after Quintessa has delivered the Lead to Client.
- c. “Esign Pending” Leads are Leads that satisfy the Lead Qualifiers set forth in Section 3.01 but who are unable to sign Client’s retainer during Quintessa’s intake call (often due to technological limitations) or who are unwilling to sign Client’s retainer (often because they wish to speak to Client first).
 - i. Esign Pending is a billing designation and does not refer to the method of delivery. Esign Pending Leads may be delivered to Client via live transfer or solely via email.
 - ii. Esign Pending Leads are not charged to Client’s account balance upon Delivery but shall become chargeable in the event that Client or Quintessa signs the Lead to Client’s retainer after Quintessa has delivered the Lead to Client.
- d. If Client signs an Esign Pending or Email Only Lead to its retainer after the time of Delivery, Client agrees to notify Quintessa of its engagement of the Lead within seven (7) business days. Client’s failure to notify Quintessa that it subsequently signed an Esign Pending or Email Only Lead shall not affect Quintessa’s right to bill for that Lead pursuant to Section 2.03(e).
- e. Quintessa reserves the right to follow up with Email Only and Esign Pending Leads via calls or texts after the Lead is delivered to determine whether Client signed the PC on its retainer. If either

Client *or* PC notifies Quintessa that Client signed the PC on its retainer, Quintessa shall convert the Lead to a chargeable Lead.

- i. If Quintessa converts an Email Only or Esign Pending Lead to a chargeable status, Client shall have 7 (seven) calendar days from the date the Lead is converted to a chargeable status to dispute the conversion.
- ii. If Client disputes the conversion, Quintessa shall have 7 (seven) calendar days from receipt of the dispute to provide evidence that the PC stated that they signed Client's retainer. Such evidence may consist of email correspondence, text correspondence, or a portion of a recorded phone call with the PC. So long as Quintessa provides such evidence within the 7-day window, the Lead shall remain billable.

2.04 National Marketing Campaign; Territory Limitation by Insertion Order.

Client acknowledges and agrees that, by engaging Quintessa's Services, Client is participating in a national-level marketing campaign that may target a broad audience across multiple states and jurisdictions. For the avoidance of doubt, "national-level marketing campaign" refers to the scope of Quintessa's advertising and promotional efforts and does not guarantee that Client will receive Leads from all states or jurisdictions. Notwithstanding the national scope of the campaign, Client understands and accepts that the specific geographic Territories for which Client will receive Leads are governed exclusively by the applicable Insertion Order(s) executed by Client. Quintessa shall have no obligation to deliver Leads outside the Territories expressly stated in the Insertion Order(s) and shall deliver Leads only within the Territories set forth in the Insertion Order(s). Furthermore, Client shall have no obligation to accept Leads that fall outside of the Territories listed in the applicable Insertion Order(s). The execution of an Insertion Order by Client shall constitute agreement to any such territorial limitations applicable to the delivery and acceptance of Leads.

3. LEAD QUALIFICATION STANDARDS.

3.01 Lead Qualification Process.

During the Lead generation process, a Quintessa intake representative will speak with each Lead or potential client ("PC") by telephone to obtain information about the PC and the potential claim(s). Quintessa's intake representative will conclude the call with a "Recap" of the PC's potential claim(s). Unless otherwise agreed by Quintessa in writing, the Lead shall be treated as valid and qualified if the PC advises Quintessa during the call Recap, that:

- a. Injury-Related Criteria:
 - i. If the accident occurred within 7 (seven) days of the time of intake, PC is willing to be seen by a medical provider.
 - ii. If accident occurred more than 7 (seven) days prior to intake but within 30 (thirty) days, PC is experiencing physical pain symptoms *and* PC is willing to be seen by a medical provider.
 - iii. If accident occurred more than 30 (thirty) days prior to date of intake, PC must have suffered an injury from the accident and has already been seen at least once by a medical provider for the injury.
- b. Liability: PC does not believe he or she was at fault for the incident
- c. Timing: Accident occurred within one (1) year from the date of intake;
- d. Insurance Coverage: PC has not been informed by an insurance adjuster, insurance agent, or attorney that no insurance coverage exists for his or her injury;

- e. Citations (MVA Leads only):
 - i. PC did not receive a citation for a Moving Violation; or
 - ii. Any Moving Violation was later dismissed or dropped.
- f. Representation: PC is not represented by another attorney at the time of signing Client's retainer.
- g. Prior Representation: PC was not dropped or discharged by a prior attorney due to lack of insurance coverage or because the PC was determined to be at fault; and
- h. Uninsured/Underinsured Motorist Coverage (for hit-and-run accidents only):
 - i. PC believes he or she has uninsured/underinsured motorist coverage; and
 - ii. PC cannot provide identifying information for the at-fault party (e.g., name, license plate, or company name).

3.02 Lead Qualification Review and Remedies.

Client shall have no more than seven (7) calendar days (168 hours) from the date a Lead is delivered to request a review of the Lead's qualification status. Requests must be submitted through the Client Portal.

Upon timely submission, Quintessa shall review the recording or Recap in its sole discretion to determine whether the Lead satisfied the qualification criteria at the time of intake. If Quintessa determines the Lead does not meet the criteria, Quintessa will issue a replacement Lead, which shall constitute Client's **sole and exclusive remedy**.

Failure by Client to request a review within the seven (7) day period shall constitute an absolute waiver of Client's right to contest the qualification of the Lead or seek any remedy—whether at law or equity—related to the qualification, quality, or accuracy of the Lead in question.

If Client signs a Lead delivered as "Email Only" or "E-sign Pending," such Lead shall not be eligible for credit or replacement, even if it would otherwise fail to meet the qualification criteria.

3.03 Provisional Credits.

Notwithstanding the foregoing, Quintessa may, in its sole discretion, elect to issue replacement Leads ("Provisional Credits") for Leads that otherwise do not qualify for credit under this Agreement. The issuance of any Provisional Credit shall not constitute a waiver of Quintessa's rights under this Agreement or create any entitlement to future credits. Quintessa retains absolute discretion to deny any request for Provisional Credits.

3.04 Acknowledgment of Risk and Limitations on Remedies.

Client acknowledges and agrees that Quintessa qualifies Leads solely based on the information provided by PCs during the call Recap. Quintessa does not independently verify the truthfulness or accuracy of this information and makes no guarantees regarding the truth or accuracy of information provided by a PC.

Client further acknowledges and agrees that it may have internal preferences, subjective business considerations, or strategic objectives with respect to Leads, including but not limited to preferences based on severity of injury, treatment history, insurance coverage, or other factors not expressly set forth in Section 3.01. Such internal preferences or considerations shall not form a valid basis for disputing a Lead's qualification or requesting a credit, refund, replacement, or any other remedy under this Agreement. Quintessa makes no representations, warranties, or guarantees, express or implied, that any Lead will meet Client's internal preferences, business objectives, case acceptance standards, or strategic considerations. Client expressly assumes all risk that any given Lead may not meet its subjective expectations or business requirements.

Client further acknowledges and agrees that Leads are human individuals who may, for any number of personal or unpredictable reasons, change their mind about seeking legal representation or choose to cease communication with Client after being delivered as a Lead. Quintessa's obligations with respect to any Lead shall be deemed fully satisfied upon delivery of the Lead to Client in accordance with the terms of this Agreement. Quintessa shall bear no responsibility and shall not be liable in any manner for any Lead who later withdraws interest, refuses to proceed, or otherwise becomes unresponsive, and such circumstances shall not entitle Client to any credit, refund, replacement, or other remedy under this Agreement.

The remedies expressly set forth in this Section constitute the sole and exclusive remedies available to Client with respect to any alleged issues concerning the qualification, quality, or characteristics of any Lead delivered pursuant to this Agreement.

4. PAYMENT.

4.01 NO REFUNDS.

Client agrees and understands that it is not entitled to any cash refund, in whole or in part, of the Contract Amount, Installment Payments, or incurred Lead fees.

4.02 Timing of Installment Payments.

All Installment Payments are due by 5:00 p.m. Central Time on the due date listed in the Insertion Order.

4.03 Obligation to Pay Installments Regardless of Account Balance.

All Installment Payments shall be paid on the dates set forth in the Insertion Order and herein regardless Client's account balance on the date an Installment Payment becomes due (*i.e.*, whether Client's balance is positive or negative).

4.04 Payment Method Required; Credit Card or ACH Authorization.

Client shall be required to keep a current credit card on file with Quintessa or provide ACH information to Quintessa along with an executed ACH authorization form.

4.04(a) Failed ACH Transactions.

In the event of one or more failed, blocked, or returned ACH payment attempts for any reason, Quintessa shall have the right, in its sole discretion, to require Client to provide and maintain a valid credit card on file as the primary method of payment. Client authorizes Quintessa to charge such credit card for all amounts due under this Agreement.

4.05 Authorization for Scheduled Charges.

Quintessa shall be authorized to charge Client's credit card or ACH on the date the Installment Payment is due per this Agreement.

4.06 Additional Service Fee.

In addition to the monthly Installment Payment amount, Client will be responsible for paying a monthly fee equal to 3% of its Installment Payment amount, as payment for Quintessa's call intake and live transferring services. However, this service fee is waived if Installment Payments are made via ACH transfer.

4.07 Additional Funding.

From time to time, Client may request to make an additional one time payment in order to receive additional leads in a given month ("Additional Funding"). Quintessa, in its sole discretion, has the right to

allow or refuse Additional Funding. If Quintessa allows Client to provide Additional Funding, the Parties agree and understand that the payment of Additional Funding does not in any way impact, modify, or excuse the timing or amount of Client's monthly Installment Payments, which are set forth in this Agreement.

4.08 Late Payment Fee.

If Law Firm's Installment Payment is not made to Quintessa within forty-eight (48) hours of the due date, a late fee equal to the lesser of (a) five percent (5%) of the unpaid amount, or (b) the maximum amount permitted by applicable law will be assessed. The accrual of late fees is in addition to, and not in lieu of, any other rights or remedies available to Quintessa under this Agreement or at law.

4.09 Modification of Contract Amount and Installment Payments.

Any proposed increase or decrease to the Contract Amount and/or the Installment Payment amount must be agreed upon by both parties in writing through an Addendum to this Agreement. Client expressly acknowledges and agrees that once its Installment Payment amount has been increased, it may not subsequently decrease the Installment Payment amount without the prior written consent of Quintessa. If the parties agree to modify Client's Installment Payment amount during an ongoing Term, the modified Installment Payment amount shall apply to all remaining Installment Payments due in the then-current Term. The Contract Amount for the then-current Term shall be automatically adjusted on a prorated basis to reflect the modified Installment Payment amount, based on the number of Installment Payments remaining in such Term at the time of modification. Thereafter, the modified Installment Payment amount shall automatically apply to all subsequent Terms and corresponding Contract Amounts, unless and until otherwise modified through a subsequent Addendum or this Agreement is terminated by either party in accordance with its terms.

4.10 Credit Card Disputes, Chargebacks, and ACH Payment Disputes.

- a. **Requirement to Resolve Disputes Directly with Quintessa.** Client agrees to resolve all billing and payment disputes related to this Agreement directly with Quintessa in good faith before initiating any chargeback, reversal, or dispute through its bank, financial institution, or payment processor.
- b. **Advance Notice Requirement.** Client further agrees not to initiate or authorize any chargeback, reversal, or ACH block unless it has first made a reasonable and documented effort to resolve the matter directly with Quintessa and provided written notice of the dispute at least ten (10) business days prior to taking such action.
- c. **Acknowledgment of Harm from Improper Disputes.** Client acknowledges that initiating a chargeback, reversal, or blocked ACH payment without first complying with this process may cause substantial harm to Quintessa, including administrative burdens, disruption of services, and financial losses.
- d. **Breach and Forfeiture of Services.** If any chargeback, reversal, or blocked payment is initiated without prior good-faith resolution efforts, such action shall be deemed a material breach of this Agreement. In that event, Client shall forfeit any remaining services under this Agreement, and Quintessa shall have no further obligation to Client.
- e. **Liability for Disputed Amounts and Interest.** Client shall remain liable for the full amount of the disputed payment, plus any applicable interest at a rate of 1.5% per month (18% annually), or the maximum permitted by law.

- f. **Recovery of Damages and Legal Fees.** Quintessa shall be entitled to recover from Client all damages and costs, including consequential damages and reasonable attorneys' fees and costs incurred in connection with the improper chargeback, reversal, blocked ACH payment, or any related collection efforts.

4.11 Nature of Lead Generation.

Law Firm understands and agrees that, due to the nature of lead generation, the timing of Lead review requests and credits, and other operational factors, Quintessa may generate and deliver more Leads than can be covered by Law Firm's standard campaign funding in a given month. Quintessa will make every effort to not exceed overages of 15% client's monthly balance. Client understands and agrees that it may be liable for up to 15% monthly budget of overage.

Law Firm expressly provides advance authorization for Quintessa to automatically charge such overage amounts—up to fifteen percent (15%) of the Installment Payment—to Law Firm's payment method (ACH or credit card) on file, pursuant to the Payment Authorization Form provided by Law Firm.

5. TERM AND TERMINATION.

5.01 Initial Term.

The initial term of this Agreement shall commence on the commencement date and continue until the end date, each as set forth in the applicable Insertion Order (the "Initial Term").

5.02 Automatic Renewal.

Upon expiration of the Initial Term, this Agreement shall automatically renew for successive three (3) month renewal terms (each, a "Renewal Term") unless and until terminated in accordance with this Section.

5.03 Notice Period.

Either party may terminate this Agreement effective as of the end of the then-current Term by providing the other party with written notice of its intent to terminate not less than forty-five (45) days prior to the expiration of such Term. For the avoidance of doubt, if either party provides written notice of intent to terminate fewer than forty-five (45) days prior to the expiration of the then-current Term, termination shall instead become effective at the end of the next Renewal Term. For the avoidance of doubt, except as otherwise set forth in Section 5.06 if either party elects to terminate this Agreement, Client shall remain obligated to fund the full Contract Amount for the then-current Term.

5.04 Converted Term and Notice Period.

Notwithstanding the foregoing, if at any time during the Term of this Agreement Client's Installment Payment amount is increased to \$500,000.00 or more, this Agreement shall automatically convert to a six (6) month term (a "Converted Term"), commencing on the date Client first funds an Installment Payment of \$500,000.00 or greater. Following such conversion, this Agreement shall automatically renew for successive six (6) month Renewal Terms unless and until terminated by either party in accordance with this Section. After such conversion, either party may terminate this Agreement effective as of the end of the then-current Converted Term or Renewal Term by providing written notice of intent to terminate not less than ninety (90) days prior to the expiration of such Term.

5.05 Use of Remaining Funds Upon Termination.

Upon the termination of this Agreement, any remaining funds in Client's account will be expended by Quintessa continuing to send Leads to Client under the terms of this Agreement. In the event Client has a remaining balance ninety (90) calendar days after this Agreement terminates, those remaining funds will be reimbursed to Client, unless Client has demanded that Quintessa stop sending Leads or otherwise

attempts to prevent Quintessa from exhausting the account balance (in which case Client fully waives any right to redeem its remaining account balance and forfeits the same).

5.06 EARLY TERMINATION FEE.

If Client terminates this Agreement prior to the end of its then-current contractually obligated Term, Client shall pay an early termination fee equal to: (i) thirty percent (30%) of the unpaid portion of the Contract Amount, and (ii) any unpaid amounts otherwise owed by Client to Quintessa pursuant to Section 4.11 (collectively, the “Early Termination Fee”).

If Client fails to pay any Installment Payment within seven (7) calendar days after the due date, Quintessa shall have the right, in its sole discretion, to treat such failure as an early termination by Client, and Quintessa shall provide written notice to Client stating that the failure to pay constitutes an early termination and triggers the Early Termination Fee.

The Early Termination Fee shall be due and payable within seven (7) calendar days following (1) Client’s delivery of written notice of its intent to terminate the Agreement early, or (2) Quintessa’s written notice to Client of early termination due to nonpayment of the Installment Payment.

If Client fails to timely pay the Early Termination Fee in full when due, the unpaid portion of the Early Termination Fee shall accrue interest rate of 1.5% per month (18% annually), or the maximum rate allowed by law, whichever is less, beginning on the first day after the payment due date and continuing until the Early Termination Fee is paid in full. In addition, Quintessa shall be entitled to recover from Client all reasonable attorney’s fees, costs of collection, and any other legal or equitable remedies available under law in connection with the nonpayment of the Early Termination Fee.

6. CONFIDENTIALITY, NON-DISPARAGEMENT, AND REMEDIES FOR BREACH.

6.01 Confidentiality.

Each party agrees that, during the Term of this Agreement and at all times thereafter, it shall maintain in strict confidence and not disclose to any third party, without the prior written consent of the other party, any non-public, proprietary, confidential, or trade secret information disclosed or made available by the other party, whether orally, in writing, electronically, or by other means, and whether or not marked as confidential (“Confidential Information”).

Confidential Information includes, but is not limited to:

- a. the Terms of this Agreement, including any attachments, insertion orders, exhibits, addenda, and related pricing or payment information;
- b. business operations, strategies, plans, financial information, pricing, and contractual terms; customer, client, or lead data and information;
- c. marketing strategies and materials;
- d. internal processes, technical data, and know-how; and
- e. any other information a reasonable person would understand to be confidential under the circumstances of disclosure.

Each party shall use the same degree of care to protect the other party’s Confidential Information as it uses to protect its own similar information, but in no event less than a reasonable standard of care. Confidential Information shall be disclosed only to those employees, agents, or contractors who have a legitimate need to know such information and who are bound by confidentiality obligations at least as restrictive as those set forth herein.

This Section shall not apply to information that:

- a. was lawfully in the receiving party's possession before disclosure by the disclosing party;
- b. becomes publicly available through no fault of the receiving party;
- c. is lawfully obtained from a third party who has the right to disclose it; or
- d. is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

Notwithstanding the foregoing, either party may disclose Confidential Information if required to do so by law, regulation, or valid legal process, provided that the receiving party gives prompt written notice (to the extent legally permitted) to the disclosing party to allow it to seek a protective order or other appropriate remedy.

Each party acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm for which monetary damages may be inadequate, and the disclosing party shall be entitled to seek injunctive relief in the event of any actual or threatened breach of this Section, in addition to any other legal or equitable remedies available.

6.02 Non-Disparagement.

During the Term of this Agreement and for a period of two (2) years following its termination or expiration, neither party shall, directly or indirectly, make, publish, or cause or encourage any other person or entity to make or publish, any statement—whether oral, written, or communicated through any medium, including social media—that is false, misleading, or made with reckless disregard for the truth, and that a reasonable person would view as derogatory or disparaging about the other party, its affiliates, subsidiaries, officers, directors, employees, agents, products, or services.

This prohibition includes statements that, while framed as opinion, are nonetheless intended to harm the other party's business reputation or goodwill.

This prohibition includes any statement that could reasonably be expected to harm the other party's reputation, business interests, goodwill, or relationships with current or prospective clients, vendors, partners, or the public.

Notwithstanding the foregoing, nothing in this provision shall be construed to prohibit either party from providing truthful information as required by law, including in response to a valid subpoena, court order, or other legal process. However, any such disclosure shall, to the extent legally permissible, be limited to what is strictly required and, where practical, made with prior notice to the other party.

Each party agrees that a breach of this provision shall constitute a material breach of this Agreement and entitle the non-breaching party to pursue all available legal and equitable remedies, including injunctive relief without the need to post bond or prove actual damages.

6.03 Liquidated Damages for Breach of Confidentiality or Non-Disparagement.

THE PARTIES ACKNOWLEDGE THAT ANY BREACH OF THE CONFIDENTIALITY OR NON-DISPARAGEMENT PROVISIONS IN THIS AGREEMENT WOULD RESULT IN SIGNIFICANT AND IRREPARABLE HARM THAT WOULD BE DIFFICULT TO QUANTIFY. THEREFORE, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, THE BREACHING PARTY AGREES TO PAY THE NON-BREACHING PARTY \$25,000 PER VIOLATION OF THIS SECTION. THE PARTIES AGREE THAT THIS AMOUNT REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES LIKELY TO RESULT FROM SUCH A BREACH.

The payment of liquidated damages shall not preclude either party from seeking injunctive relief, specific performance, or any other legal or equitable remedies in connection with a breach or threatened breach of Sections 6.01 or 6.02.

7. DISPUTE RESOLUTION.

7.01 ARBITRATION.

Except as otherwise provided below, in the event of any dispute, claim or controversy between or among the parties to this Agreement arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, whether such dispute, claim or controversy sounds in contract, tort, equity or otherwise, and whether such dispute, claim or controversy relates to the meaning, interpretation, effect, validity, performance or enforcement of the Agreement, such dispute, claim or controversy shall be settled by and through an arbitration proceeding to be administered by the American Arbitration Association in Oklahoma City, Oklahoma, in accordance with the American Arbitration Association's Commercial Arbitration Rules. However, the Parties shall be permitted to attend any portion or all of the Arbitration via remote means. Each of the parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto. The arbitrability of any such dispute, claim or controversy shall likewise be determined in such arbitration.

Such arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association. The parties shall share equally the administrative costs of the AAA and the Arbitrator's fees. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction.

The Parties agree that the scope of discovery for the Arbitration shall be strictly limited as follows:

- a. financial information about either party is not relevant and shall not be discoverable except to the extent that it relates to Client's Contract Amount, Installment Payments, account balance, or the billing history of Client's account with Quintessa,
- b. either party may serve on the other one set of five (5) interrogatories (including sub-parts) and one set of ten (10) requests for production/inspection of documents/tangible things, no requests for admission may be served,
- c. each Party is entitled to take two (2) oral depositions and each deposition may last no longer than six (6) hours, and
- d. if the quality or characteristics of any Lead(s) are deemed by the Arbitrator to be relevant to either party's claims or defenses in the Arbitration, the Parties agree that *only* the "call recap" portion of any call recording for any lead in dispute shall be relevant and admissible in the Arbitration, particularly given that leads are qualified solely on the basis of the "call recap" pursuant to Section 3.01 of this Agreement, and, consistent with the cost saving and streamlining goals of arbitration, the Parties shall each be limited to submitting a sample of 15 "call recaps" into evidence in support of the party's claims or defenses.

Both the foregoing Agreement of the parties to this Agreement to arbitrate any and all such disputes, claims, and controversies, and the results, determinations, findings, judgments, and/or awards rendered through any such arbitration, shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings.

Notwithstanding the foregoing, either party may seek injunctive relief or other equitable remedies through a court of competent jurisdiction, without resorting to arbitration, in the event of an actual or threatened breach of this Agreement that could result in immediate or irreparable harm. This carve-out allows either

party to pursue appropriate injunctive relief without waiving its right to proceed with arbitration for all other disputes.

In the event Client files suit against Quintessa in lieu of demanding arbitration, and Quintessa is successful in getting the action dismissed or compelled to arbitration, Client agrees to immediately pay Quintessa's costs and attorney fees incurred to obtain the dismissal or order to arbitration, with 10% compound interest to accrue for each month these costs and fees remain unpaid. **THE PARTIES UNDERSTAND THAT BY AGREEING TO ARBITRATE ALL DISPUTES, EXCEPT AS OTHERWISE SET FORTH HEREIN, THEY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY.**

7.02 Mandatory Mediation Prior to Arbitration.

Before initiating arbitration, the Parties shall make a good faith effort to resolve any disputes arising from this Agreement through mediation. Quintessa shall propose three (3) potential mediators, and Client shall select one from those three mediators to conduct the mediation. Each Party will designate a representative with full settlement authority. Mediation will take place remotely (e.g., via Zoom) unless otherwise agreed by the Parties. Mediation costs, including the mediator's fees, will be shared equally by the Parties. The Parties agree to keep the existence and details of the mediation confidential, except as necessary to enforce any settlement or as required by law. All mediation communications will be treated as settlement negotiations under applicable rules of evidence.

Mediation is a condition precedent to arbitration. Any Party seeking arbitration must first attempt mediation. If a Party files suit or initiates arbitration without attempting mediation, the arbitration will be stayed until mediation occurs, and the filing Party will bear the costs of the mediation.

7.03 Governing Law.

The validity, construction, and interpretation of this Agreement, and the parties' business relationship and conduct with respect to this Agreement, shall be governed and enforced in accordance with the laws of the State of Oklahoma, without regard to any choice of law principles.

7.04 Forum Selection.

Any dispute arising in any way from this Agreement or the parties' business relationship that is found not to be subject to binding arbitration (for any reason) shall be subject to resolution exclusively in the State District Court of Oklahoma County, Oklahoma. If the above arbitration provisions are not enforced for any reason, Client agrees to this venue as the exclusive venue and waives any defenses based on in personam jurisdiction or forum non conveniens. In the event Client files suit against Quintessa in any forum or jurisdiction other than the State District Court of Oklahoma County, Oklahoma, and Quintessa is successful in getting the action dismissed or transferred to said forum, Client agrees to immediately pay Quintessa's costs and attorney fees incurred to obtain the dismissal or transfer of venue, with 10% compound interest to accrue for each month these costs and fees remain unpaid.

7.05 CLASS ACTION WAIVER.

CLIENT EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING, PARTICIPATE IN, OR OPT INTO ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION AGAINST QUINTESSA OR ITS AFFILIATES, SUBSIDIARIES, AGENTS, OFFICERS, OR PRINCIPALS, IN CONNECTION WITH ANY SERVICES OR PERFORMANCE UNDER THIS AGREEMENT. THIS WAIVER APPLIES TO ANY CLAIMS OR DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN LAW OR EQUITY.

8. MISCELLANEOUS.

8.01 No Attorney-Client Relationship Established by Quintessa.

When Leads are signed on the retainer provided by Client, no attorney-client relationship is established until and unless Client countersigns the retainer and establishes the attorney-client relationship through communications with the PC. Client alone has the responsibility for establishing the amount of fee to be charged for the legal services provided to the client.

8.02 No Direct Solicitation.

Quintessa warrants that it does not directly solicit potential clients in pursuing Leads. Quintessa is never the first to initiate contact with a potential client, but rather only responds to inquiries made by potential clients.

8.03 No Agency.

Nothing in this Agreement shall be construed as creating an agency, partnership, or joint venture relationship between the parties. Neither party shall have the authority to bind or obligate the other party in any manner or to incur any liability or obligation on behalf of the other party without the prior written consent of the other party.

8.04 Limitation of Liability.

QUINTESSA SHALL NOT BE HELD RESPONSIBLE FOR DELAYS AND NONPERFORMANCE CAUSED BY ACTIVITIES OR FACTORS BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO NONPERFORMANCE CAUSED BY VIRUSES, DENIAL OF SERVICE ATTACKS, OTHER ACTS OR OMISSIONS BY THIRD PARTIES, INTERNET SERVICE PROVIDERS, STRIKES, LOCKOUTS, WORK SHORTAGES OR STOPPAGES, ACCIDENTS, FIRES, ACTS OF GOD, OR TERRORISM. FURTHER, QUINTESSA SHALL NOT HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE HEREUNDER, OR THE PARTIES' BUSINESS RELATIONSHIP. IN NO EVENT SHALL QUINTESSA BE LIABLE TO CLIENT FOR ANY DAMAGES OR FEES EXCEEDING THE AMOUNT OF CLIENT'S LAST INSTALLMENT PAYMENT BEFORE THE TERMINATION OF THIS AGREEMENT OR THE INITIATION OF THE DISPUTE RESOLUTION PROCESS SET FORTH IN SECTION 5, LESS (1) THE VALUE OF ANY LEADS MARKED AS "KEPT" IN THE CLIENT PORTAL EITHER BY CLIENT OR BY QUINTESSA BASED ON DATA PROVIDED BY CLIENT TO QUINTESSA, (2) THE VALUE OF ANY LEADS FOR WHICH QUINTESSA HAS ALREADY ISSUED A CREDIT PURSUANT TO SECTION 3.02 OR 3.03, AND (3) THE VALUE OF ANY LEADS FOR WHICH CLIENT DID NOT TIMELY OR PROPERLY REQUEST REVIEW OF LEAD QUALIFICATION PURSUANT TO THE TERMS OF SECTION 3.02.

8.05 Non-Solicitation / Non-Circumvention.

Client agrees that, during the term of this Agreement and for a period of two (2) years thereafter, it shall not knowingly 1) interfere with or circumvent Quintessa's business relationship with any existing customer, client, firm, vendor, marketing affiliate, or contractor, or 2) solicit for employment or hire any then-current employee of Quintessa.

8.06 Revisions to Terms; Client Right to Reject.

From time to time, Quintessa may update or modify these Terms and Conditions ("Updated Terms") in its sole discretion. Such Updated Terms shall become effective on the date specified therein ("Effective Date of Updated Terms"). Updated Terms will be communicated to Client's Designated Point of Contact via

email or through the Client Portal.

Client's continued use of the Services on or after the Effective Date of Updated Terms shall constitute Client's acceptance of and agreement to be bound by such Updated Terms. If Client does **not** agree to be bound by the Updated Terms, Client must notify Quintessa in writing within ten (10) calendar days of the Effective Date of Updated Terms (the "Rejection Notice"). Failure to provide a timely Rejection Notice shall constitute acceptance of the Updated Terms.

Upon receipt of a timely Rejection Notice, Quintessa shall have the option, in its sole discretion, to (a) continue providing Services to Client under the previously applicable Terms and Conditions for the remainder of the then-current term of the Agreement, or (b) terminate the Agreement upon written notice to Client. In the event of such termination, Quintessa shall apply any remaining, unused account balance (after deduction of all fees incurred to date) to send additional Leads under the previously applicable Terms until the balance is exhausted, or, at Quintessa's election, refund such balance to Client.

8.07 Interpretation.

Client acknowledges that it has carefully reviewed this Agreement, has had full opportunity to clarify any ambiguities that exist, and otherwise participated in drafting and finalizing this Agreement. As such, the parties shall be considered co-drafters of the Agreement, and any ambiguities or questions of interpretation that hereafter arise shall not be resolved in favor of or against either Quintessa or Client.

8.08 Severability.

If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

8.09 No Waiver.

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. The parties further agree that none of the terms contained in this Agreement are mere "boilerplate" terms, and that all terms are to be given full effect.

8.10 Paragraph Headings.

All headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

8.11 Integration.

This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement shall not be amended, modified, or supplemented in any manner whatsoever except by a written instrument signed by each of the parties hereto. The parties further represent and warrant that, in executing and performing this Agreement, they are not relying on any oral or written representation, promise, or statement by any other person or party, including but not limited to any representations about the quality of leads, the type or nature of leads, exclusivity of leads, lead conversion rates, the dates or times during which Leads may be delivered, types of marketing employed by Quintessa, etc.