

**Master Agency Membership Agreement
(Hereinafter referred to as the "Agreement")
between Clickafy Media Group, LLC d/b/a "The Aviation Agency"
& its Advertising Agency Members**

This Agreement is made between Clickafy Media Group, LLC, doing business as "The Aviation Agency" (herein referred as "Agency". "we" and/or "us") and the specified member listed on the invoices to which this Agreement applies, (herein referred to as "you," "your," or "Member,"). Each shall be a party, and collectively parties.

The purpose of this Agreement is to define the terms and conditions that Agency provides its professional services to Member as well as the obligations and responsibilities both parties have in the execution of the selected benefits provided to the member. The Membership Coverage Agreement contains the substantive details of the activities, services, delivered reports, tangible products, as well as the compensation, anticipated expenses, and key milestones in achieving the objectives of Member work.

This Master Agreement shall govern all provision of work and benefits throughout the duration of the engagement between Agency and Member until either party gives notice of termination. This Agreement may only be modified in writing and by amendment. Specifically, no emails, oral claims, or other representations made by the parties, can modify this Agreement.

1.0 Services rendered under this Agreement.

Member engages Agency to perform advertising, marketing, public relations, media buying, communications, and other professional business services necessary to accomplish the objectives defined, by the Member, and as described in the Membership Coverage Agreement (provided to the Member and approved by Member in advance, this Agreement incorporates the latest version of the applicable Membership Coverage Agreement by reference). Agency shall be compensated according to the rate(s) described in each Membership Coverage terms and reimbursed for authorized expenses according to the terms of this Agreement.

2.0 Agency Compensation, Expenses, Invoices, and Payment

2.1 *Invoices*

Member will be invoiced periodically, according to the terms specified in the Membership Coverage Agreement, for the Agency activities performed. Members are invoiced at regular intervals,

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typically monthly, but may be invoiced according to other terms agreed upon in advance. Payment of undisputed amounts shall be made before the provision of services.

Undisputed amounts on past due invoices are subject to finance charges of one-half percent (0.5%) per month or \$250, whichever is greater. Should the Member fall in arrears on invoices past 90 days, that act is a breach of this Agreement and termination shall result, if Agency has given seven (7) business days written notice for Member's right to cure.

2.2 Payment of invoices or expenses by credit cards

Members may elect to pay invoices using a standard bank card (American Express, VISA, Mastercard, etc.) accepted by Agency's payment processor. Agency may charge a four percent (4%) convenience fee on top of invoiced amounts to cover the expenses associated with processing credit cards. When paying by credit card, Member agrees to waive all rights of dispute with the credit card issuer with respect to any payments of Agency's invoices after a period of fifteen (15) days from the date of the charge.

Member may also elect to pay invoices of third-party expenses using a standard bank card. Agency will charge a four percent (4%) convenience fee on top of invoiced amounts to cover the expenses associated with processing credit cards. When paying by credit card, Member agrees to waive all rights of dispute with the credit card issuer with respect to any payments of invoices that are for reimbursement of third-party expenses.

2.3 Payments by check, ACH, or wire

Member may elect to pay invoices using checks, bank drafts, or wire transfers. Members residing outside of the United States and all invoices over \$25,000 can only remit payment for invoices by ACH or wire. Members are credited for payments on the date Member remits payment. There is no surcharge for payment via check, ACH, or wire.

2.4 Reimbursement of third-party expenses & allowable direct costs

Agency will prepare for Member an estimated budget as part of a statement of work (SOW) for third-party expenses or direct costs necessary to execute a SOW associated with a Membership Coverage Level. Upon Member's approval, Agency may proceed without further authorization in the execution of the SOW. Member will be obligated to reimburse Agency for these pre-approved expenses.

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3.0 Agency operates solely as an independent contractor

Member acknowledges that Agency is independent in the performance of this Agreement. Agency is not an employee of Member. Member may direct Agency only with respect to goals and objectives defined in Membership Coverage Agreement. Agency uses its judgment and expertise in what methods, procedures, or tactics may be best suited to achieve the objectives of each Member's request.

4.0 Expanded definition of "Member"

The term "Member" also shall include any existing or future subsidiaries of Member that are operating during the time periods described herein and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with Member during the periods described herein.

5.0 Cooperation & timely participation

Member shall assist Agency in the performance of its obligations under this Agreement and shall undertake the responsibilities specified in this Agreement and the applicable Statement of Work.

Provided Agency has provided adequate notice to Member of data needed, a failure to provide materials, information, or other participation by Member, may result in delays and adjustments of deliverables. In such cases, failure of Agency to deliver as specified shall not constitute a breach on the part of Agency. Provided Agency has provided written notice of Member's failure to provide data, delays of deliverables under Membership Coverage Agreement resulting from Member inattentiveness, delay, deferral, demurrer, or other inactivity will result in an Agency notifying the Member that the benefits, services, or items cannot be delivered because of this provision.

After delivering such notice to Member, the Agency is authorized to adjust deadlines for deliverables resulting from delays for the same period in which Member delayed providing the requested data. Following Agency's written notice to Member, and a reasonable period for Member to cure, if Member's acts or omissions make it impossible for the Agency to complete the requirements of the membership, Agency may terminate the membership, and the provisions of this Agreement regarding termination for Member breach are applicable.

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6.0 No Warranty

Except as expressly provided for in this Agreement, Agency and its officers, directors, employees, successors, assigns, and affiliates provided services under the Agreement “as is, with all faults,” and make no representations or warranties of any kind, express or implied, and expressly disclaims all warranties of title, merchantability, fitness for a particular purpose, and non-infringement.

No oral or written information or advice given by Agency, its partners, or its representatives may modify this section, or create a warranty.

Agency does not warrant that any software, script, or online applications developed by it are free from viruses or other harmful components or will operate in an uninterrupted or error-free manner, or that functions contained within any software, scripts, or applications, will function appropriately with other software, hardware, systems, or applications of the Member.

7.0 No guarantee of result

To the maximum extent permitted by applicable law, except as expressly provided for in this Agreement, Agency and its officers, directors, employees, successors, assigns, and affiliates providing services explicitly disclaim that they can guarantee a specific result, or type of result with respect to the performance of any media channel.

Agency will use its best efforts, intellect, and means at its disposal to execute the strategies and plans agreed upon. Agency will act transparently with respect to the achievement of the objectives of each membership coverage agreement requirements.

8.0 Limitation of Liability

To the maximum extent permitted by applicable law, and without regard of whether any remedy fails of its essential purpose, in no event shall Agency or its agents, officers, directors, employees, successors, assigns, or affiliates be liable to the Member or any other person for any indirect, incidental, consequential, punitive, exemplary, or other special damages, including, but not limited to, lost profits, loss of data, compromise of computer systems, lost time, lost savings, lost confidential or other information, business interruption, incurred losses, incurred costs, or for any matter arising from or relating to this Agreement even if Agency was previously advised of the possibility of such loss or damage.

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Member agrees that Agency's aggregate liability for any claims arising out of or relating to this Agreement shall be limited to the amount paid by Member to Agency over a six (6) month period, subject to and offsets for breach by Member, and/or as provided for by law.

The limitation of liability contained in this clause is subject to the provisions of sections 9 (Liability for taxes) and 12 (Requirements to indemnify.)

9.0 Liability for taxes on services or goods purchased or provided.

9.1 Taxation of services offered by Agency.

Interstate taxation is a complex issue. In general, most states of the United States do not impose taxes on the services provided by the Agency. Minnesota does not require that advertising agencies collect or remit ad valorem taxes for their consulting and creative services.

However, the Agency may provide Member with tangible property, software, or other items that are subject to taxation in various states, including Minnesota. In such a circumstance, Agency may be required to collect and remit taxes to proper taxing authorities. Members should expect that Agency will collect taxes on the provision of any goods when the means of expressing the advertising message is through tangible personal property that has a primary functional use independent of its advertising message as most state taxing authorities impose an ad valorem tax on those transactions.

9.2 Reimbursement and indemnification of taxes.

Agency may purchase items on Member's behalf that are subject to taxation. Taxes imposed by third parties as required by regulatory authorities is a direct expense and reimbursable as such under the section regarding direct member expenses. If the Member believes it is not subject to taxes imposed by third parties, it assumes the obligation of demonstrating such to such vendors.

In all cases, the Member agrees to indemnify Agency for any taxes incurred or levied according to the scheme asserted by any relevant taxing authority claiming the imposition of tax. If the Member is exempt from taxation, the Member shall provide that information to Agency, and bears full responsibility for tax incidence. Member will indemnify Agency for Member's incorrect assertions of tax-exempt status.

10.0 Rights of ownership in intellectual property

10.1 Intellectual property developed by the Agency.

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Agency and its partners (for the purposes of this section - collectively "Agency") retain intellectual property rights in all original works, methods, tools, and data (together, the "IP"), created or developed by it prior to the execution of this Agreement.

All IP specifically developed and created by Agency under this Agreement for the Member shall be transferred to Member upon discharge of its payment obligations under this Agreement. Such property right includes both original elements that are displayed (art, copy, design,) and elements not seen publicly (back-end processes, coding, database manipulation, etc.) developed by Agency for Member.

Any coding, software, or data processing operations developed by Agency prior to the date of this Agreement remain the intellectual property of Agency, but Agency hereby grants Member a non-exclusive and free license to use such coding, software, or data processing if needed, to use the IP transferred to Member.

Any art, music, or other creative elements are transferred to Member only in their final edited form as applied in the campaigns and work product transferred to the Member. Agency retains its rights and interests in all rejected ideas and work, all original work not utilized, and all stock assets acquired during the project.

10.2 *Intellectual Property of Others Purchased during the Agreement.*

Agency will maintain records of all intellectual property purchased on behalf of Member and transfers, to the extent such Agreement allows Member to use such works after this Agreement has ended. The provision to use such IP will be clearly communicated to Member by Agency. Upon completion of work, Agency will provide Member with the licenses and guidance as to how, where, and restrictions if any, of the intellectual property work of others. Member will indemnify Agency against claims asserted by third parties that Member violated the intellectual property rights of a third party after Agency provides Member with the underlying licensing information after work has been completed.

Member may not use any material developed by Agency, or any part or portion contained within such material, in a manner that is defamatory, pornographic, obscene, fraudulent, as ad hominem, or in any other manner prohibited by statute.

10.3 *Termination of licenses because of Member breach.*

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Agency's license to Member of its intellectual works automatically terminates in the event of a breach of this Agreement by the Member. Member's interest in transferable intellectual or artistic property vests only upon completion of all obligations of Member under this Agreement.

10.4 *Warranty and indemnification for Agency developed IP.*

Agency warrants those creative marks, campaigns, works, or other intellectual property developed by it, for Member, represent the original creative works of the Agency. In general, such creative works delivered to a Member are "work for hire" and the right of intellectual property in such works becomes the Members upon satisfaction of the terms of the Agreement. This Agreement automatically assigns the right in any Agency IP developed to Member upon satisfaction of all Member obligations under this Agreement.

Agency will take all reasonable affirmative steps to ensure that no creative elements developed by it infringe on the registered protected intellectual property of others.

11.0 Covenant not to solicit or disparage.

11.1 *Agreement not to solicit or interfere with either party's relationships.*

The parties agree that during the term of this Agreement, and for a period of one (1) year after notice of termination of this Agreement, either party will not in any way, directly or indirectly: Induce or attempt to induce any current or former employee, contractor, or other service providers of the other party to quit employment or provision of services for or on behalf of the other party; otherwise interfere with or disrupt the other party's relationship with its employees, independent contractors, or service providers; discuss employment opportunities or provide information about competitive employment to any of the other party's employees, independent contractors, or service providers; or solicit, entice, or hire away any employee, independent contractor, or another service provider of the other party.

11.2 *Agreement not to solicit or interfere with Agency's members.*

Member agrees that during the term of this Agreement, and for a period of one (1) year after notice of termination of this Agreement, Member will not in any way, directly or indirectly induce or attempt to induce any member of the Agency to terminate its relationship.

11.3 *Agreement not to disparage.*

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The parties agree that during the term of this Agreement, and for a period of two (2) years after notice of termination of this Agreement, they will not make any disparaging statements or commentary about the other party to others, or make any disparaging statements or commentary about the other party's employees, partners, independent contractors, or affiliates.

11.4 Resolution of Agency conflict of interest.

Agency works in a small industry of aviation, aerospace, and defense companies. Member and Agency agree that this industry is a "tight knit" community of companies, leaders, and affiliated partners. As a result, it is not uncommon for the Agency to work with multiple companies within a niche of the industry.

Agency agrees that it shall not solicit Member's competitors for business if Member appoints Agency as its Agency of Record ("AOR") for the purposes of negotiating contracts with media or other vendors. Agency acknowledges that as a Member's AOR it has obligations and duties beyond what would typically be considered an "arm's length" transaction as the Agency will function as the Member's agent and thus owes Member a higher burden of duty.

The appointment of the Agency as Member's AOR must be in writing. When appointed the Member's AOR, Agency will publicly notify (through normal press release activity) its appointment as the AOR to put the public and media vendors on notice. In the case of withdrawal or termination of the appointment, Agency will notify media channels appropriately and direct them to whomever the Member selects.

Absent the appointment, Member acknowledges that Agency may be engaged by any corporation, including competitors, and that such does not represent a conflict.

Finally, Member acknowledges that Agency's fiduciary responsibility as the AOR ends when this Agreement is terminated or the appointment of Agency as the AOR is withdrawn, or the Agency recuses or declines to continue to serve as Member's AOR.

12.0 Requirement to indemnify.

12.1 Member solely responsible as the final decisionmaker in all works

Member shall indemnify, defend, and hold harmless Agency, its subsidiaries, affiliates and their directors, officers, employees, agents, successors and assigns from and against all claims relating to this Agreement arising out of acts or omissions by the Member, including, but not limited

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to, any financial obligations incurred by Agency on behalf of Member, and attorneys' fees required to defend Agency against liability for Member's actions or omissions.

Without prejudice to the provisions of this Agreement, Member is solely responsible for reviewing all creative materials and advertisements to ensure the accuracy of statements or claims made and with respect to compliance with all federal, state/provincial, and local laws and regulations.

Member is responsible to ensure its activities, claims, and representations are consistent with any regulatory requirements and all applicable laws. The final determination as to compliance with applicable law or regulatory requirement lies with the Member and not the Agency. Any reviews conducted by Agency, or its partners, agents, attorneys, etc., are for Agency's internal use and benefit, although such costs may be billed to Member under the terms of a SOW as a third-party expense.

Agency will cooperate fully with any attorneys, partners, or other agents of the Member, in evaluating potential issues related to campaigns, marks, or work, but the final decision to communicate any creative works, statements, advertising, releases, or other work product created by the Agency, to the public, and any consequences therein, are the sole responsibility and obligation of the Member. Member will indemnify and hold harmless the Agency for claims or liability (other than that described in this Agreement) asserted by any party arising out of the Member's decisions to utilize any advertising or communication developed by the Agency.

12.2 *Agency requirement of reciprocity under this provision*

Agency shall indemnify, defend, and hold harmless Member from and against all claims relating to this Agreement arising out of the unauthorized acts or omissions of Agency, including, but not limited to, attorneys' fees required to defend Member against liability for Agency's actions or omissions including any third-party claims.

13.0 Termination.

13.1 Termination for failure to cure an alleged breach.

Either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and, upon written notice of such alleged breach, fails to cure such within thirty (30) days after receipt of written notice of the same. Failure to adhere to this provision constitutes a breach of the Agreement.

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13.2 *Termination with notice of termination.*

Either party may terminate its relationship by providing a thirty (30) day written notice to the other party. Member will be responsible for all financial obligations under this Agreement and applicable Statement of Work for Service(s) provided through the date of termination,

13.3 *Wind down of affairs.*

Agency will provide the Member with a proper wind-down strategy of its obligations (to limit interruption for the Member). Member agrees to pay normal agency fees (typically one month's billing) and third-party expenses until the wind down period is concluded. Agency will not undertake any new work or incur any new expenses on Member's behalf during the wind down period. Agency will provide Member with its wind down strategy within seven (7) days of receipt of notice from Member. If Agency elects to terminate the Agreement, Agency will provide Member notice at the time of its termination notice.

14.0 Governing Law, Severability, Force Majeure

14.1 *Jurisdiction and governing laws*

Jurisdiction is a complex issue. The parties agree that either party has the right to file a claim or initiate legal action with any state or federal court of competent jurisdiction to resolve any legal claims made under this Agreement.

Unless the parties have amended this Agreement or specific provisions to comply with a specific state requirement or statute, the parties agree the terms and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Minnesota, without reference to its conflict of law provisions (other than those amended or modified) of other States or jurisdictions, and the obligations, rights, and remedies of the parties thereunder shall be determined in accordance with the applicable law.

14.2 *Severability*

It is expressly agreed to by the parties that although they consider the provisions in this Agreement to be reasonable if any provision herein is determined by a court of competent jurisdiction to be indefinite, invalid, illegal or otherwise unenforceable, in whole or in part, for any reason, the remainder of this Agreement shall continue in full force and effect and shall be construed as if such indefinite, invalid, illegal or unenforceable provision had not been contained herein.

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14.3 Force Majeure

Either party shall not be liable for any delay or failure in performing any obligation under this Agreement or in a SOW where the cause is beyond the other party's reasonable control or results from unforeseeable acts. Specifically, but not exclusively, the parties agree to hold the other harmless for failures of performance resulting from: acts of war, terrorism, natural catastrophe, pandemic, biological/radiological crisis, widespread interruption of community services (electricity, telephone, food, fire, and police, e.g) that results from acts described in this section, severe weather events that occur resulting in damage to its facilities or operations, extended utility outages as a consequence of acts under this provision, acts of "civil commotion," riot, sedition, or any other civil unrest that make the performance of the Agreement's obligations impossible or dangerous.

Any determination to discontinue work in light of such acts rests solely with each party. Such party will notify, to the extent practicable, the other party of delays and anticipated resolutions.

Attorney Fees & Non-Waiver

14.4 Attorney Fees

If either party is required to seek redress for breach of this Agreement, in law or in equity, or to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which it may be entitled, as provided for by Law. In case the award stipulates that a party prevails or loses only partially, then such costs and expenses shall be allocated among the parties in the same ratio.

The determination of attorney's fees shall be predicated on the prevailing market rates of attorneys' fees at the time of entry of judgment as determined by a Court of competent jurisdiction. An award of fees by the Court shall be added to any entry of judgment.

14.5 Non-Waiver

Either party's failure at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement.

A waiver of any default shall not be deemed a continuing waiver but shall apply solely to the instance to which such waiver is directed.

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15.0 Notice Requirements

Any notice permitted or required by this Agreement must be in writing and shall be deemed given when delivered to the applicable address set forth below:

MEMBER'S ADDRESS PROVIDED WHEN ONBOARDING
AND PROVIDED FOR THE PAYMENT OF INVOICES VIA AGENCY'S
AUTOMATED PORTAL

Notices to Agency may be made to the following address:

The Aviation Agency
8500 Normandale Lake Boulevard Ste 350
Bloomington, Minnesota, 55437

16.0 Entire Agreement

This Agreement and any schedules or amendments attached hereto constitute the entire Agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous Agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no warranties, representations, or other Agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

No alteration, amendment, addition, or modification of or to this Agreement shall be binding unless the same is in writing executed by each of the parties. Parties specifically agree that electronic mail, or electronic text, shall constitute a "written agreement" when all elements of a change to this Agreement or to the services provided are fully memorialized in a single electronic message between the parties.

17.0 Effective Date.

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This Agreement shall be deemed to be in effect when the Member has submitted its first payment on a monthly in voice and shall continue indefinitely until terminated in writing or as a consequence of Member breach of this Agreement.