

CHIC INFLUENCER LLC

TERMS AND CONDITIONS OF SERVICE

1. Chic Influencer Terms and Conditions Control the Agreement.

- a. These terms and conditions are incorporated into and made a part of the Scope of Services agreement or proposal (“Agreement”) by Chic Influencer LLC, Chic Way Media and any of its affiliates (“Chic Influencer”) to issue to the named Client the services referenced in the Agreement (the “Services”). The Agreement expressly limits Client’s acceptance to these terms and conditions. Client may reject the Agreement by not purchasing Services. The Agreement does not constitute an acceptance by Chic Influencer of any offer or counteroffer of Client, and Chic Influencer hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders, or other documents of Client that already have been or hereafter may be presented to Chic Influencer with respect to the Agreement.
- b. If Client has submitted or will submit additional and/or different terms and conditions to Chic Influencer, or submit a counteroffer to Chic Influencer, Chic Influencer’s subsequent performance will not be construed as either acceptance of Client’s additional and/or different terms and conditions or Client’s counteroffer.

2. Prices.

- a. Unless otherwise agreed to by Chic Influencer in writing, Chic Influencer’s prices for the Services will be the price of stated in the Agreement (the “Media Management Fee”). If such document fails to contain a listed Media Management Fee, then Chic Influencer’s standard prices for such Service as of the date hereof shall be used in calculating the amount owed by Client; provided, however, that Chic Influencer may change the price for the Services in accordance with any change to its standard pricing for such Services prior to the date of performance of Services.
- b. The Media Management Fee for any and all Services shall be confidential, and Client shall not disclose such Media Management Fee to any unrelated third party. Client shall further hold confidential and not disclose any information relating to the pricing of Services offered by Chic Influencer, regardless of whether or not such prices are ultimately applied to, included in, or referenced in the Media Management Fee. Chic Influencer and Client acknowledge and agree that money damages for any and all breaches of Client’s obligation not to disclose the Media Management Fee or price of any other Services is both incalculable and insufficient and that any such breach would irreparably harm Chic Influencer. Therefore, in the event of an actual or prospective breach of the obligation of Client not to disclose the Media Management Fee or prices of any other Services, Chic Influencer shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of the Agreement against Client in addition to any other remedies to which Chic Influencer may be entitled at law or in equity.
- c. Any change to the agreed-to Agreement will be described in a written Amendment prepared by Chic Influencer which describes with reasonable specificity the proposed changes in service. No Amendment shall be effective unless jointly agreed to in writing by Chic Influencer and Client.

3. Specifications.

- a. Unless Chic Influencer has expressly agreed otherwise in writing, it is Client’s responsibility to ensure that the Services provided are the ones that Client has requested and are correct in all regards. CHIC INFLUENCER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT SERVICES CONFORM TO ANY SPECIFICATIONS RELIED UPON BY CLIENT.

- b. In the event of a typographical error relating to price or other contractual term described by Chic Influencer in the Agreement, Chic Influencer reserves the right to refuse to perform Services for the price in error and/or honor such erroneously stated contract terms.

4. Photography.

- a. Client grants Chic Influencer permission to take photographs during Media Management sessions and authorizes Chic Influencer LLC and its assigns and transferees to use and to copyright Client's likeness in print and/or electronically in a photograph, video, or other digital media ("Photos") in any and all of its publications, illustrations, and advertising, including web-based publications. Client understands and agrees that all Photos will become the property of the Chic Influencer and may not be returned. Client irrevocably authorizes Chic Influencer to edit, alter, copy, exhibit, publish, or distribute these Photos for any lawful purpose for which Client waives any right to inspect or approve the publication wherein Client's likeness appears. Client understands that no payment, royalty, fee or other compensation shall become payable to Client by use of the Photos. Client affirms the consent of parent or guardian if necessary.
- b. Client grants authorizes Chic Influencer LLC and its assigns and transferees to take Photos in accordance with Services provided in the Agreement. Client understands and agrees that all Photos will become the mutual property of the Client and Chic Influencer. Client irrevocably authorizes Chic Influencer to edit, alter, copy, exhibit, publish, or distribute these Photos for any lawful purpose for which Client waives any right to inspect or approve the publication wherein Client's likeness appears. Client understands that no payment, royalty, fee or other compensation shall become payable to Client by use of the Photos. Client affirms the consent of parent or guardian if necessary. Chic Influencer hereby grants Client a license to use all mutually-owned Photos on a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free, and perpetual basis to the extent necessary to enable Client to make reasonable use of the mutually-owned Photos.

5. Video Sessions.

- a. Client recognizes and acknowledges that Chic Influencer, at its sole discretion, may independently opt to offer Media Management sessions, classes, and other Services electronically via Zoom, Skype, or other video and audio transmitting software. When possible, Chic Influencer will endeavor to provide Client with seven (7) days advance notice prior to switching formats from in-person Services to electronic Services. Client understands that such advance notice may not always be possible, practical, or convenient for Chic Influencer, and failure on the part of Chic Influencer to provide seven (7) days advance notice will in no case constitute a breach of its duties owed to Client in the Agreement.
- b. Client expressly agrees, at its own expense, to purchase, maintain, and install all computer equipment, accessories, and software necessary for participation in electronically-offered Services. Failure of Client to promptly be ready to participate in electronically-offered Services at their scheduled times will not constitute a valid excuse for nonpayment of those Services, and Client will remain fully bound and obligated under the Agreement to pay for any and all electronically-offered Services that are delayed, interrupted, or otherwise prevented for technical reasons.
- c. Client grants express permission to Chic Influencer to record, transmit, and archive electronically-offered Services for any and all lawful purposes.
- d. Failure of Client to speak, respond, or otherwise affirmatively demonstrate its presence by speech or writing during the course of an electronic video or audio call will permit Chic Influencer, at its sole discretion, to independently cancel the session, class, or other Service in progress. Chic Influencer will have no duty to reschedule, reattempt, or resume the canceled electronic Service. Client will remain fully bound and obligated to fully pay that portion of the Media Management Fee corresponding to the canceled electronic Service.

6. Payment.

- a. All payments for Services must be made in United States currency unless specified in writing by Chic Influencer. Payments for Services will be made by such means as Chic Influencer may specify, such as by cash, check, credit card or wire transfer provided that Chic Influencer may refuse, in its sole discretion, payment by any means.
- b. Chic Influencer shall have the right to offset any and all amounts due and owing from Chic Influencer to Client under the Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Client to Chic Influencer under the Agreement.
- c. By signing the Agreement, Client agrees to pay the Media Management Fee in full. Payment of the full Media Management Fee is due and payable regardless of whether Client completes the package(s), session(s), or other Services contained in the Agreement.
- d. If Client elects to pay the Media Management Fee in monthly payments, all payments shall be charged to the credit card provided, and Client authorizes Chic Influencer to make all charges at the time they are due without separate authorization. Client acknowledges that no prior notification will be provided for recurring payments. In the event any payment due under the Agreement is late, Client's participation in the package(s), session(s), or other Services contained in the Agreement will be suspended until payment is made.
- e. It is Client's responsibility to maintain a current credit card on file and update its information if said credit card expires during the term of the Agreement. Approval of monthly payments does not convert the package to a month-to-month package. The full amount of the Media Management Fee is due and payable upon signing the Agreement, regardless of how payments are made. In the case of default, Client will be liable for all collection costs incurred by Chic Influencer including, without limitation, attorneys' and collection agency fees, and all related disbursements.
- f. Past due amounts are subject to service charges of one and a half percent (1 ½%) per month or the maximum percentage rate permitted by law, whichever is less.

7. Termination.

- a. Chic Influencer may terminate the Agreement before the expiration date stated therein on written notice if Client fails to pay any amount when due thereunder: (i) and such failure continues for ten (10) days after Client's receipt of written notice of nonpayment; or (b) such failure occurs two (2) or more times in any three (3) month period.
- b. Chic Influencer may additionally terminate the Agreement before the expiration date if Client fails to complete assignments or other responsibilities, or is otherwise not adequately participating in the process, as Chic Influencer may determine at its sole discretion. In accordance with Section 6(c), Client will remain fully bound and obligated to pay the full Media Management Fee in the case of termination, whether or not that termination should occur as a result of conditions described in this section of the Agreement.

8. Survival.

The rights and obligations of Chic Influencer and Client as set forth in the Agreement shall survive its termination or expiration. With respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 18 hereof will survive such termination or expiration of the Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party.

9. Cancellation.

- a. Client may cancel its scheduled session(s), appointment(s), or other individually-scheduled Services with Chic Influencer, but only if forty-eight (48) hour advance written notice is provided by Client.

- b. All further cancellations made in violation of the above forty-eight (48) hour advance written notice requirement shall result in the forfeiture of the scheduled session, appointment, or other Service, and Client shall be fully bound and obligated to pay the agreed-upon contract price for such Service.
- c. If Chic Influencer decides to extend the above one-time pass for cancellations made in violation of the forty-eight (48) hour cancellation policy to cover and apply to additional improper cancellations, such extensions shall not restrict, and shall not be construed to reduce in any capacity, the ability of Chic Influencer to strictly enforce its cancellation policy in the event of future improper cancellations.

10. DISCLAIMER OF WARRANTIES.

- a. CHIC INFLUENCER MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING PERFORMANCE OTHER THAN THOSE SPECIFICALLY WRITTEN IN THE AGREEMENT.
- b. BECAUSE OF THE NATURE OF THE SERVICES PROVIDED BY CHIC INFLUENCER, THE RESULTS EXPERIENCED BY CLIENTS VARY SIGNIFICANTLY. CLIENT ACCEPTS RESPONSIBILITY FOR THIS VARIANCE. CHIC INFLUENCER IS NOT RESPONSIBLE FOR ANY DECISIONS CLIENT MAKES AS A RESULT OF THE SERVICES OR FOR ANY CONSEQUENCES OF THOSE DECISIONS.
- c. CHIC INFLUENCER WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER. CHIC INFLUENCER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, WHETHER ARISING BY CONTRACT LAW OR IN EQUITY, WITH RESPECT TO THE SERVICES. CHIC INFLUENCER EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Remedies.

- a. Client's sole remedy for all damages, which Client may select to pursue at its own discretion, but that must still remain subject to the limiting language of Section 12, shall be either (i) a refund of all monies paid by Client to Chic Influencer on the date that the conduct giving rise to the claim occurred or, if the conduct occurred on a series of dates, on the most recent date on which such conduct occurred, or (ii) credit redeemable for future Chic Influencer Services equal to the full Media Management Fee listed in the Agreement.
- b. If Client or Chic Influencer has a claim or issue relating to the Services of the Agreement, such claim or issue will be disclosed by written notice to the other party within thirty (30) days of either the date of the occurrence of such claim or issue, or the date that such claim or issue becomes known, whichever is later. If any claim or issue is not disclosed to the other party within the timeframe stated above, then such claim or issue shall be deemed unenforceable and all rights to a remedy shall be totally forfeited.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) CHIC INFLUENCER BE LIABLE TO CLIENT FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES (EVEN IF CHIC INFLUENCER IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); OR (B) CHIC INFLUENCER'S TOTAL LIABILITY RELATED TO ANY SERVICE EXCEED THE PURCHASE PRICE OF SUCH SERVICE.

13. Indemnification.

- a. Client will indemnify, defend and hold harmless Chic Influencer, its members, officers, directors, employees, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, without limitation, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death (“Losses”), that may arise pursuant to or in connection with the Agreement or the Services, regardless of whether such Losses are suffered directly by Client or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a “Claim”) and regardless of whether or not Chic Influencer or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Client need not indemnify Chic Influencer for Chic Influencer’s obligation, if any, to Client under the remedies described herein. For the avoidance of doubt and without limitation, this indemnification obligation requires Client to pay any judgments against Chic Influencer or any other indemnified party resulting from any Claim, any court costs of Chic Influencer or any other indemnified party in connection with any Claim, and any reasonable attorneys’ fees and disbursements incurred by Chic Influencer or any other indemnified party in Chic Influencer’s defense of any Claim. Chic Influencer will have the sole and exclusive right to conduct the defense of any Claim at Client’s sole and exclusive cost and expense. Client’s indemnification obligation does not depend on the truth or accuracy of any allegations made against Chic Influencer, Client or any third party.

14. Insurance.

During the term of the Agreement and for a period of 1 year after the last date of Services performed under the Agreement, Client shall, at its own expense, maintain and carry insurance, in full force and effect that includes, but is not limited to, commercial general liability, cyber, privacy and other applicable liability policies, each in a sum no less than \$2 Million per occurrence with financially sound and reputable insurers. Upon Chic Influencer’s request, Client shall provide Chic Influencer with certificates of insurance from Client’s insurer(s) evidencing the insurance coverage specified. The certificates of insurance shall name Chic Influencer as an additional insured. Client shall provide Chic Influencer with 60 days’ advance written notice in the event of a cancellation or material change in any Client’s insurance policy. The Parties shall assess and adjust insurance needs and requirements every 6 months or as frequently as the Parties agree.

15. Intellectual Property.

- a. 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, trade dress, trade names, logos, company 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 provided to Client under the Agreement in the course of performing the Services (collectively, the “Owned Intellectual Property”) shall be owned by Chic Influencer.
- b. If Client makes any changes, suggestions, enhancements or improvements (each, a “Change”) to any materials that compose the Owned Intellectual Property, Client hereby assigns to Chic Influencer, for no additional consideration, all of Client’s rights, including copyrights, in all works prepared by Client under the Agreement. Client agrees to promptly sign and deliver any documents and take any actions that Chic Influencer reasonably requests to establish and perfect the rights assigned to Chic Influencer under this provision.
- c. Chic Influencer hereby grants Client a license to use certain Intellectual Property Rights in the Owned Intellectual Property, as defined in the Agreement, free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free, and perpetual basis

to the extent necessary to enable Client to make reasonable use of the Owned Intellectual Property and the Services.

16. Laws.

Client hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of any and all Services. For purposes hereof, "Laws" means any national, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidance having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

17. Interpretation of the Agreement.

- a. None of Chic Influencer's or Client's members, shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms and conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of Chic Influencer and Client or by language included on the Scope of Services. Regardless of how many times Client purchases, or has purchased, services from Chic Influencer by whatever means, each time Client accepts the Agreement, Client and Chic Influencer enter into a separate agreement that will be interpreted without reference to any other agreement between Client and Chic Influencer, or what Client may claim to be a course of dealing or course of performance that has arisen between Client and Chic Influencer. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement.
- b. The Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Services hereunder, (except for any contemporaneous writing agreed to in writing both by Chic Influencer and Client expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters.
- c. Failure by Chic Influencer to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of Chic Influencer to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Client's default under the Agreement will not constitute a waiver of that right or any other rights.

18. Confidentiality.

- a. From time to time during the Term of the Agreement, either Chic Influencer or Client (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 5 days thereafter, is summarized in writing and confirmed as confidential, specifically including the Owned Intellectual Property ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by Receiving Party without using any Confidential Information.

- b. In taking possession of or otherwise acquiring Confidential Information in the manner described above, the Receiving Party shall: (i) 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 use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) 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 the Agreement; and (iii) 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 the Agreement.
- c. 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, Receiving Party shall mean the Receiving Party's affiliates, employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

19. Force Majeure.

- a. Chic Influencer shall not be liable or responsible to Client, nor be deemed to have defaulted or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Chic Influencer including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), severe personal illness, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage (each the "Force Majeure Event").
- b. If any Force Majeure Event prevents Chic Influencer from performance of any of its obligations under the Agreement, Chic Influencer will have the right to (i) change, terminate or cancel the Agreement, or (ii) omit during the period of the Force Majeure Event all or any portion of the quantity of the Services due to be performed during that period. If Chic Influencer is unable to supply the total demands for any Services to be performed under the Agreement due to a Force Majeure Event, Chic Influencer will have the right to allocate its available Services among its customers in whatever manner Chic Influencer deems to be fair and equitable. In no event will Chic Influencer be obligated to purchase services or materials from other than its regular sources of supply in order to enable it to supply Services to Client under the Agreement. No change, cancellation or proration by Chic Influencer will be deemed to be a breach of any clause, provision, term, condition, or covenant of the Agreement.

20. Electronic Consent.

- a. Client acknowledges that Client's electronic submissions constitute Client's agreement and intent to be bound by the Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including, without limitation, the Electronic Signatures in Global and National Commerce Act, P.L. 106-229 ("E-Sign Act"), the Pennsylvania Electronic Transactions Act, or other similar statutes, CLIENT HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, APPLICATIONS AND OTHER RECORDS AND ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED WITH CHIC INFLUENCER. Further, Client hereby waives any rights or requirements under any statutes, regulations, rules, ordinances

or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means. Client may obtain a copy of the Agreement and these Terms and Conditions of Service by printing them now at no additional cost to Client or by contacting Chic Influencer.

21. Travel.

Client is responsible for all expenses incurred in traveling and otherwise carrying out the terms of the Agreement.

22. Non-Solicitation.

Client expressly agrees not to, directly or indirectly, hire or induce, solicit or encourage any employee, agent, independent contractor or consultant of Chic Influencer to terminate or alter his, her or its relationship with Chic Influencer and/or to become employed by or associated with, whether as a consultant, partner, employee, shareholder, joint venturer, investor or otherwise, the Client or any other person or entity.

23. Non-Disparagement.

Chic Influencer and Client agree that neither shall engage in any conduct or communications, public or private, designed to disparage, discredit, or malign the other party.

24. Choice of Law.

The Agreement and all related documents and all matters arising out of or relating to the Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

25. Mediation.

Chic Influencer and Client will attempt to resolve any dispute in connection with the Agreement on an amicable basis through prompt, good faith discussions and non-binding mediation.

26. Arbitration.

Any dispute that cannot be resolved by Chic Influencer and Client will be determined by final and binding arbitration within 50 miles of Pittsburgh, Pennsylvania, before a sole arbitrator who will award attorneys' fees and other costs to the substantially prevailing party. The arbitration award will be in writing and will specify the factual and legal bases for the award. Judgment on the award may be entered in any court having jurisdiction. Notwithstanding anything in the Agreement to the contrary, if either Chic Influencer or Client initiates arbitration before mediation, that party will be responsible for the other party's attorneys' fees and costs of arbitration.

27. Choice of Forum.

In the case that mediation and arbitration prove insufficient for resolving a dispute, Chic Influencer and Client irrevocably and unconditionally agree that neither party will commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to the Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Western District of Pennsylvania or, if such court does not have subject matter jurisdiction, the courts of the Commonwealth of Pennsylvania sitting in Allegheny County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Western District of Pennsylvania or, if such court does not have subject matter jurisdiction, the courts of the Commonwealth of Pennsylvania sitting in Allegheny County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

28. WAIVER OF JURY TRIAL.

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

29. Counterparts.

The 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. A signed copy of the Agreement delivered by electronic delivery is deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

30. Severability.

If any term or provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in f. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

31. Binding Authority.

Any director, officer, employee, representative, or agent of Client signing or otherwise entering into the Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into the Agreement on behalf of Client.

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