

## Inkwell Global Marketing Terms and Conditions

Payments will be made on your anniversary date each month, unless otherwise requested by the client. Should a payment not be received, additional work tasks will not be performed until payment has been received.

Contract party will pay via wire transfer and the client will be charged their contracted amount by Inkwell each month on their respective anniversary date.

Inkwell agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the contracted party, or to disclose to any person, firm, or corporation without the prior written authorization of the contracted party, any Confidential Information of the contracted party.

“Confidential Information” means any of contracted party’s proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to Inkwell by contracted party either directly or indirectly.

This Agreement shall be governed by the laws of the state of New Jersey. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party’s reasonable attorneys’ fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

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