

Master Services Agreement

Effective date: May 1st, 2022

This Master Services Agreement is entered into by and between users ("**Vendor**"), and iFocus Media Inc at 4789 Yonge St #209, Toronto, ON M2N 0G3 ("**Service Provider**"), and together with Vendor, the "**Parties**," and each, a "**Party**").

WHEREAS, the Vendor wishes to engage the services of the Service Provider, and the Service Provider agrees to provide services to the Vendor with respect to the Products (as defined in Section 1.1) under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definition.

1.1 Products mean cosmetics, medical aesthetic goods and services and such similar items of the Vendor.

2. Services.

2.1 Service Provider may list descriptive information of the Vendor and the Vendor's Products including contact information, logos, photos, address, phone numbers, business hours, names of its health professionals and such other similar information on its website(s), mobile and internet application. Vendor hereby grants to the Service Provider the right and applicable consent to do in accordance with this Section 2.1.

3. Status as Independent Contractor. Service Provider is an independent contractor pursuant to this Agreement. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, the other Party or to bind the other Party to any contract, agreement, or undertaking with any customer or other third party.

4. Service Provider.

4.1 Costs and Expenses. Except as otherwise agreed to by Vendor, the Service Provider will perform services under this Agreement at the Service Provider's sole cost and expense.

4.2 No Liability. Service Provider shall have no liability for any loss, damage or claim of the Vendor that occurs or arises from the Service Provider performing services under this Agreement.

5. Vendor Obligations.

5.1 Vendor shall provide Service Provider with any information and support about the Products as may reasonably be requested by Service Provider to carry out the Service Provider's responsibilities under this Agreement.

5.2 The Vendor's Products shall be limited only to cosmetics, medical aesthetic goods, medical aesthetic services and such similar items.

6. Vendor Representations and Warranties.

6.1 Vendor agrees and warrants that it shall not pursue or institute legal action, mediation, arbitration or any such similar processes against the Service Provider in any jurisdiction contrary to section 4.2(No liability), or any other provision in this Agreement.

6.2 Compliance with Laws. Vendor warrants that it shall at all times comply with all applicable federal, provincial, territorial and local laws and regulations in performing their respective responsibilities hereunder.

7. Risk. The Vendor agrees to and assumes all risks of engaging and utilizing the Service Provider's services under this Agreement, including but not limited to the risk of: the Vendor's intellectual property rights in the Products being infringed, or loss of potential gain from a directory listing on other websites, mobile or internet applications.

8. Intellectual Property.

8.1 Ownership. Service Provider acknowledges and agrees that Service Provider shall not acquire any ownership interest in any patents, trademarks, copyrights, domain names, works of authorship, trade secrets, or any other intellectual property (collectively, "**Intellectual Property**") owned by or licensed to Vendor under this Agreement. Service Provider shall use Vendor's Intellectual Property solely for the purposes of performing its obligations under this Agreement.

8.2 Vendor's Intellectual Property License Grant. Vendor hereby grants to Service Provider a non-exclusive, non-transferable, and non-sublicensable license to use Vendor's trademarks or any other applicable intellectual property right during the term of this Agreement solely in connection with performing the Services under this Agreement.

9. Term. This Agreement shall commence as of the Effective Date hereof and shall continue unless sooner terminated pursuant to Section 10.

10. Termination. Either Party may terminate this Agreement with or without cause by providing written notice to the other Party at least thirty (30) days prior to the effective date of the termination.

11. Indemnification.

11.1 General Indemnification. The Vendor (as "**Indemnifying Party**") shall indemnify, defend, and hold harmless Service Provider and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "**Indemnified Party**")

against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to any claim of a third party or Indemnified Party (collectively, "**Losses**") arising out of Indemnifying Party's negligence, wilful misconduct, or breach of this Agreement. Indemnifying Party shall not enter into any settlement without the Indemnified Party's prior written consent.

11.2 Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless the Indemnified Party against any and all against any and all Losses arising out of: (a) any third party claim alleging that the Intellectual Property used in performing Services hereunder infringes any intellectual property rights of any third party. In no event shall Vendor enter into any settlement without Service Provider's prior written consent.

12. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) epidemics or pandemics (including the 2019 novel coronavirus disease (COVID-19) pandemic; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (e) Law; (f) actions, embargoes, or blockades in effect on or after the date of this Agreement; (g) action by any Governmental Authority; (h) national or regional emergency; (i) strikes, labour stoppages or slowdowns, or other industrial disturbances; and (j) shortage of adequate power or transportation facilities (each a "**Force Majeure Event**").

13. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

14. Survival. Section 4.2 (No liability), Section 7 (Risk), Section 8.1 (Intellectual Property-Ownership), Section 11 (Indemnification), Section 24 (Notices), Section 20 (Governing Law) and Section 21 (Choice of Forum) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination.

15. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Amendments and Modifications. The Parties may not amend this Agreement except in writing signed by the Parties. Except that section 1.1 of this Agreement may be amended by both parties agreeing in writing only without signatures required.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
18. Assignment. Vendor may not assign any of its rights or delegate any of its obligations under this Agreement without the Service Provider's written consent. Any purported assignment or delegation in violation of this Section is null and void. No purported assignment or delegation relieves the Vendor of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations under this Agreement to any Person (meaning any individual, corporation or legal entity) at the Service Provider's discretion.
19. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
20. Governing Law. This Agreement and all related documents including all exhibits and schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario in Canada and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.
21. Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario in Canada and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, 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. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
22. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding Section 24 (Notices), a signed copy of this Agreement delivered by email is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
23. Any reference to the singular in this Agreement shall include the plural and vice versa.