

Mocaa - Advisor Partnership Agreement

This is a legal agreement ("Agreement") between you the Advisor user ("Advisor) and Mocaa Inc. ("Mocaa"), a California corporation. The parties agree to transact and enter into this Agreement by electronic means within the terms of the California Consumer Privacy Act (CCPA).

RECITALS

- A. Mocaa provides an Internet-based marketplace for individuals (students) seeking the services of a College Admission Advisor and for advisors to identify and provide the services for individuals (Students) seeking such services.
- B. Advisor is an individual with particular knowledge and/or experience with the requirements of the college admission process and has the skills to effectively assist students in navigating through and completing the college admission process.
- C. Advisor seeks access to Mocaa's marketplace as a way to market and develop his/her/their college admission advisor business.
- D. Mocaa needs advisors for its marketplace to provide individuals with a variety of options from which to select their College Admission Advisor to increase the probability for the individuals to find the best College Admissions Advisor to meet their needs.
- E. Therefore, after reviewing the information provided by Advisor during the screening process, subject to the terms and conditions set forth in this Agreement and Mocaa's Consultant User Terms and Conditions, Mocaa agrees to allow Advisor access to the Mocaa Marketplace as follows:

AGREEMENT

1. Use of Mocaa's Platform

a. Before an Advisor starts business on Mocaa's platform, Advisor hereby authorizes Mocaa Inc. and its designated agents and representatives to conduct a comprehensive background check. Advisor agrees to provide all relevant and necessary information regarding the Advisor's professional background, should Mocaa request such information/documentation. For an Advisor to use Mocaa's platform, the Advisor must go through Mocaa's platform verification process.

b. After completing the verification process, upon execution of this Agreement and the Advisor Terms and Conditions, Mocaa will establish a page on the Mocaa Marketplace in which Advisor will be able to upload his/her/their resume, scope of work ("Services"), portfolios, reviews and other relevant items. Advisor will be given a passcode which will allow him/her/them to access the page and upload items to the page. Subject to the content meeting the terms and conditions set forth in this Agreement and the Mocaa Site Terms and Conditions, as long as the page contains an accurate resume, list of Services and method of contact, the decision as to what items to upload to the page, as well as the Services offered by Advisor, is within the discretion of the Advisor.

c. Once Advisor has completed uploading its documents to the location and is ready to start accepting contracts for Services, he/she/they shall notify Mocaa that the location is ready and Advisor is ready to start providing Services for individuals. Upon receipt of written notice from Advisor that he/she/they is ready to start providing Services, and verification that the page meets the requirements set forth above, Mocaa will activate the link connecting the page with the Mocaa Marketplace.

d. Advisor will have the right to modify and update the scope of Services and items displayed on his/her/their page at any time as long as all such modifications comply with the terms and conditions set forth in this Agreement and in the Mocaa's Consultant User Terms and Conditions. Mocaa reserves the right to monitor the page and to remove any noncompliant items or information. However, the primary responsibility and obligation for compliance with the Advisor Terms and Conditions is with Advisor and Advisor indemnifies Mocaa from any failure to comply with the Consultant Terms and Conditions.

e. Once Mocaa activates the link of Advisor's page to the marketplace, the decision to contact Advisor by an individual seeking Services will be at the sole discretion of the individuals. Mocaa does not direct any individuals to a particular page or influence the decision of an individual to choose a particular Advisor. Mocaa merely provides the location in which individuals can go to look for College Admission Advisors and a platform to make the selection of Services more convenient. The choice of which Advisor to use is entirely up to the individual.

f. When an individual selects Advisor to act as its College Admissions Advisor, once accepting a service request, Advisor hereby acknowledges that he/she/they cannot cancel the Services unless there are special circumstances which must be approved by Mocaa. Unless there are special circumstances approved by Mocaa, the accepted Services must be completely delivered to the individuals ("Clients") as represented. Should the Advisor need to cancel the accepted Services due to any special circumstances, Advisor must first gain approval from Mocaa to cancel the Services. Upon approval by Mocaa, Advisor will deliver a written notice to the Client of the cancellation and seek Client's consent to cancel the Services. If Advisor cancels a Service due to special circumstances, Advisor will work with the Client to resolve any fee dispute and agrees to not only refund Client's payment but also Advisor will be responsible for refunding the Stripe Fees and Mocaa Platform Fees if necessary to resolve

matters with the Client. The return of the amount deducted from the Client payment for Stripe Fees and Mocaa Platform Fees will not be the responsibility of Mocaa and will be the sole responsibility of Advisor when canceling the Services due to special circumstances.

2. Fees

a. In exchange for allowing Advisor to list and promote its services in the Mocaa Marketplace, Advisor agrees to pay Mocaa a fee in the amount of 20% of the total fees received from Client for the Services provided by Advisor. This fee to Mocaa shall be referred to as the "Platform Fee."

b. Platform Fee has tiers and can be reduced to 16% based on the total transactional value Advisor gains through mocaa.com. The Platform Fee calculation is as follows:

- Tier 3 - 20% Platform fee when Advisor reaches transaction total of \$10,000.
- Tier 2 - 18% Platform Fee when Advisor reaches \$10,000.01 - \$30,000.
- Tier 1 - 16% Platform Fee when Advisor reaches \$30,000.01 and onward.

c. Advisor exclusively determines his/her/their fees for the Services offered with the fees specified on Advisor's page inclusive of the Stripe Fee and Platform Fee. The amount of the fees to be charged is to be clearly displayed on the Advisor's page for each service provided. Advisor has the right to adjust his/her/their fees at any time. (Though any contract for a specified fee must be completed for the original fee listed at the time of entering of the contract.)

d. Advisor will require that the client execute the Consulting Agreement provided by Mocaa which will specify the Services to be performed and the fees incurred for such Services. The executed Consulting Agreements shall be forwarded to Mocaa by Advisor. Payment for Services shall be made using Mocaa's third-party payment platform Stripe connected account to conduct all business which arises out of Advisor's use of the Mocaa marketplace. Advisor acknowledges that Stripe charges a fee for use of its services ("Stripe Fee") and agrees to pay that fee from the payments received from Client as set forth below. Advisor agrees and appoints Mocaa, Inc. as the Advisor's limited payment collection agent solely for the limited purpose of accepting payments by Users of the fees for services provided by Advisor which shall be paid as set forth below. Full payment by the User for the Services agreed upon is due at time of execution of the Consulting Agreement.

d. There are two types of payouts depending on the payout method Advisor sets on the Pricing section in Advisor's profile.

1. **Direct payout:** Fifteen (15) days after receipt of payment from Client pursuant to an executed Consulting Agreement with Advisor, Mocaa will release thirty percent (30%) of the fee paid by the Client from the Mocaa account to the Advisor less the Stripe Fee and Platform Fee as more fully described herein. Stripe has the right to change or modify its fee at any time, and as a third-party provider, Mocaa, Inc. has no ability to limit any change in fees. Advisor agrees to pay the Stripe Fee whatever it is at the time the transaction takes place, and agrees and understands the amount of such Stripe Fee can be modified at any time. Stripe currently charges a 3% fee for use of its services based on the entire flat rate paid by Client for the Services. The entire Platform Fee and full Stripe Fee based on the full payment made by Client for the Services selected will be deducted from the initial 30% payment to Advisor and paid to Stripe and Mocaa respectively. Advisor hereby agrees by executing this Agreement to allow the withdrawal of these fees from the funds paid by the Client for Services from the Mocaa Stripe connected account.

2. **Monthly payout:** If Advisor sets any Package Service's duration to more than 2 months, payout for a transaction that includes the Package Service will be scheduled on a monthly basis. First payout begins one month after Mocaa receives the payment (ie: payment received on Jan 20, first payout on Feb 20). If payment is received on the last day of the month (ie: 28th, 30th, 31st), then payout will be scheduled on the last day of every month. The last month's payout will not be released until the service is completed and Mocaa receives confirmation from both parties. If the service is completed prior to the last month, you will receive the remaining amount at once when your ticket is closed. Stripe fee will be deducted on a monthly basis.

e. Upon the completion of the Services, the Client and the Advisor will confirm completion on mocaa.com. The remaining payment received from Client for the Services will automatically transfer to the Advisor once both Parties confirm Services completion on mocaa.com. Advisor agrees that any refunds will be made in conformity to the provisions in the Consulting Agreement, the Mocaa Site Terms and Conditions or this Agreement and further agrees to cooperate in the process of any request for a refund.

f. **For any Client who first contacts Advisor through the Mocaa Marketplace, Advisor agrees that under no circumstances will the Advisor attempt to seek or receive compensation directly from Advisor's Students. All contracts for Services for any Client who first contacts Advisor through the Mocaa Marketplace must be made and conducted through Mocaa. Advisor agrees not to provide any Services, or receive any compensation from, a Client who first contacted him/her/them through the Mocaa Platform, other than through Mocaa for a period of six (6) months from the Client's last contact of Advisor on the Mocaa Marketplace.**

3. Not an Employee or Independent Contractor of Mocaa.

Advisor acknowledges that Mocaa provides only an Internet-based marketplace for individuals (Clients) seeking the services of a College Admission Advisor and for Advisors to identify and provide the services for individuals (Clients) seeking such services. Neither this Agreement nor the Terms & Conditions creates an independent contractor, employee/employer, partnership, joint venture, or franchisor-franchisee relationship between Advisor and Mocaa. Advisor acknowledges and agrees to not approach students offline while using Mocaa as a part of the branding in the conversation.

4. Non-Exclusivity

Advisor and Mocaa acknowledge that this Agreement is nonexclusive and the Advisor is free to engage in and simultaneously perform any employment or other services during the pendency of this Agreement. Nothing herein precludes Advisor from advertising or providing Advisor's services to the general public through other sources other than Mocaa. However, as set forth in Paragraph 2 above, if Advisors first contact with Client is through the Mocaa Marketplace, Advisor shall interact with the Client using the Mocaa Marketplace. Moreover, while Advisor has the right to engage in other businesses and employment while utilizing the Mocaa Marketplace, Advisor may not advertise or offer to sell any goods or services for any commercial purpose on the Site that are not relevant to providing college admission services.

5. Academic Code of Conduct

Advisor agrees not to use the Site to engage in academic dishonesty (e.g., completing assignments, writing papers, taking tests on someone's behalf, or work completion in violation of conduct policies of a school, university, academic institution or workplace) or other misconduct involving an Advisor's Client. Advisor acknowledges and agrees to follow the NACAC's guide to ethical practice and HECA Standard and Ethics Statement when assisting Clients with work related to college admission applications. Any misconduct may result in legal actions taken by Mocaa or others.

6. Use of Stripe

Advisor hereby acknowledges and agrees to use Mocaa's third-party payment platform Stripe connected account to conduct business on Mocaa. Mocaa is not responsible for any changes from Stripe's end that may affect the final platform fee, bugs or crashes of Stripe's site.

7. Expenses

Advisor acknowledges that Mocaa will not reimburse Advisor for any expenses incurred relating to the use of the Mocaa Marketplace, for any Services provided through the Mocaa Marketplace or any other expenses, including, not limited to, expenses associated with any college admission application, material preparation, educational and other materials, and transportation.

8. Insurance

As Advisor is not an employee or independent contractor of Mocaa, Advisor is not covered under any insurance policy of Mocaa. It is the Advisor's responsibility to comply with the Workers' Compensation Law. Advisor further understands it is his/her responsibility to obtain any other insurance coverage applicable to the services Advisor provides to Clients.

9. Confidentiality

Advisor acknowledges that, during the performance of services, Advisor will have access to information relating to student's identity, address, contact information, and other personal information or requests for services ("Confidential Information"). Advisor agrees that Advisor owes a duty to the Client, during the term of this Agreement and thereafter, to hold all such Confidential Information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services consistent with this Agreement.

10. Dispute Resolution

Advisors agree to adhere by the Consulting Agreement guidelines for any dispute resolution between Advisor and Client arising out of the Services provided. For complete information on dispute resolution during Term, please visit the Consulting Agreement. Mocaa is not responsible and shall not be made a party to any lawsuit arising between the Client and the Advisor relating to the Services performed.

Advisors further agree that all disputes arising out of Advisor's use of the Mocaa Marketplace which cannot be resolved between the parties, including any Services provided to Clients through the Mocaa marketplace, should be resolved through alternative dispute resolution. Any controversy or claim arising out of or relating to this Agreement, must first be attempted to be resolved through mediation in good faith of all parties, with a neutral mediator agreed upon by the parties. If a party refuses to comply with the mediation provision, that party will not be entitled to an award of attorney's fees in any subsequent litigation. If resolution is not reached through mediation, any unresolved controversy shall be settled by arbitration administered by an Alternative Dispute Resolution Service agreed upon by the parties. The parties shall be allowed discovery pursuant to the California Civil Discovery Act. The place of arbitration shall be Los Angeles County, California unless otherwise decided upon by mutual agreement of the parties and California law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. Indemnification Clause

Advisor agrees to indemnify and hold harmless Mocaa, its subsidiaries, affiliates, other independent contractors and their respective directors, officers, employees and agents, from and against any and all claims, losses, expenses, costs, liabilities and damages (including any

legal fee and expenses), any and all injuries, whether direct, consequential or incidental in nature, which result from, are connected with or arise out of the performance by Advisor of work performed in relation to this Agreement, or arising out of Advisor's use of the Mocaa Marketplace, including, but not limited to, any act by Advisor inconsistent with Advisor's obligations and duties under this Agreement.

12. Copyright and Intellectual Property

All work, essays, resumes, and other materials produced between the Client and the Advisor arising from the Services provided, is a "work made for hire" and will be the sole property of the Client ("Client Work"). The Advisor agrees to not claim ownership of such materials and the use of such materials by the Client will not be restricted in any manner. (Any materials prepared by the Advisor without participation of Client remains the work of Advisor and any intellectual property rights attached thereto remain with Advisor.)

The Advisor may not use the Client Work for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Advisor will be responsible for any and all damages resulting from the unauthorized use by him/her/them of the Client Work.

Advisor shall be permitted to display certain parts of the Client Work in Advisor's professional portfolio, also known as Case Studies on mocaa.com, with Client's written or verbal approval. The Advisor shall not disclose any private information that will identify the Client. All work displayed for portfolio purposes must remain anonymous and only be displayed after acquiring Client's written consent for such display.

13. Termination or Suspension of Access to Mocaa Marketplace.

Advisor's access to Mocaa and its related services may be terminated or suspended for the following reasons:

- a. Failure to meet the Mocaa's verification requirements;
- b. Advisor's material breach of this Agreement, the Mocaa Adviser Terms & Condition, the Consulting Agreement, or misuse of the Mocaa Marketplace;
- c. Mocaa's good faith belief of Advisor's misappropriation of Advisor's Clients from the Mocaa Marketplace for Advisor's own pecuniary gain;
- d. Mocaa's good faith belief of entry of a restraining order or conviction of any felony or misdemeanor involving violence, sexual conduct, conduct involving a minor, abuse, fraud, larceny, or endangerment;
- e. Advisor's failure to cooperate in good faith to resolve a paid Client's complaint or excessive complaints;

f. Advisor's repeated failure to respond in a timely manner to direct contacts made by prospective and paid Clients;

g. Upon the receipt of three negative reviews from Clients that have paid for Services provided by such Advisor that comprise at least 25% of the total reviews received.

h. For any other reason on 14 days written notice to an Advisor.

Advisor can write a letter of appeal to Mocaa in an attempt to reactivate his/her/their page. Meanwhile, the Advisor's account will remain suspended until a more thorough investigation determines the final decision as to whether the Advisor's page will be terminated or whether the page should be reactivated.

14. General Provisions.

a. Notices. Notices relating to this Agreement must be in writing and sent to the addresses set forth below with the signatures. A party may change its address for notices by giving written notice to the other party of the change of address. A written notice will be considered given (i) when personally delivered, (ii) three (3) business days after deposit in the U.S. Mail as first class mail, certified or registered, return receipt requested, with postage prepaid, or upon electronic service and (iii) one (1) business day after deposit with a reputable overnight delivery service for next business day delivery.

b. Assignments. The Advisor does not have the right to, assign or otherwise transfer the obligations under this Agreement without the prior written consent of Mocaa.

c. Entire Agreement; Modification; Waiver. This Agreement along with the Mocaa Advisor Terms and Conditions executed between the Parties contains the entire agreement between the parties with respect to use of the Mocaa Marketplace, including all representations and warranties between them. Any modification of this Agreement must be in writing and signed by both parties. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

d. Governing Law. The laws of the State of California govern this Agreement.

e. Interpretation. The captions appearing in this Agreement are for convenience of reference only, and they do not affect the meanings of the provisions of this Agreement. In this Agreement, each gender includes the other gender. Words in the singular include plural and

vice versa, when appropriate. The word "person" includes natural individuals and all other entities.

f. Attorney's Fees. In the event legal action becomes necessary to enforce any of the terms and provisions hereof, including any appeals or bankruptcy proceedings, the prevailing party shall be entitled to recover all reasonable costs and attorney's fees incurred in connection therewith without reference to a court schedule or attorney's fees.

g. Counterparts. The parties may sign this Agreement in counterparts. The signature pages from the separately signed counterparts may be attached to one copy of this Agreement to form a single document.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this AGREEMENT to be duly executed by their respective authorized officers as of the day and year first above written.