

## USER AGREEMENT OF THE FUTURE BAKERS PORTAL

This User Agreement describes the terms on which FUTURE BAKERS, LLC (“we”, “us”) and its website FutureBakers.com (“Site”), a Virginia LLC offers you access to our site. Your use of the Site forms a legally binding contract with us based on this USER AGREEMENT. PLEASE READ THE FOLLOWING TERMS CAREFULLY. If you do not accept this Agreement, do not use this Site. This Agreement is effective on March 1, 2016. Your continued use of the Site after such time will signify your acceptance of this agreement.

### 1. Eligibility

Only parties who can lawfully enter into and form legal contracts may use the Site and our services (the Site is not available for use by Minors). You have to expressly represent to us that you are at least 18 years old and may lawfully enter into and form binding contracts, conditions, obligations, affirmation, representations and warranties. If you reside in a country that is prohibited by law, regulation or treaty from entering into trade relations with the United States, or its citizens, you may not use this Site. The same rule applies to organizations or companies.

You agree to not use the Site if you are not eligible.

### 2. Site

The site provides a service whereby entities with marketing, branding, business and other issues (“CLIENTS”) may post such issues in a form of a “brief” or a “contest” and offer a “monetary reward”, which the CLIENT deems acceptable. Clients will be generally commercial enterprises, marketing agencies, but can be also universities, schools and government agencies. Each “contest” will have a differing level of difficulty, and complexity. On the other side, Creators/Bakers (individuals that register for free to contribute to projects: can be anybody over 18 years of age: college students, stay-at-home parents, retirees, working professionals. etc.) can submit works/solutions to those “contests.” Baker with the selected solution will receive a reward from the Client.

### 3. Use of the Site

You agree that you will use the Site and our services only for lawful purposes and in lawful manner. You agree that you will not: 1) register under a false name or use an invalid or unauthorized email or physical address; 2) use another person’s account or impersonate another person; 3) post the same CONTEST on other websites or through other entities; 4) use an invalid or unauthorized payment method; 5) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, unless you are the owner of such rights or have permission from the owner to post the material and grant us all of the license rights under this Agreement; 6) violate our rights and third party rights; 7) fail to provide the final deliverables required by the Client, if you are the selected Creator/Baker ; 8) award a project to a family member, colleague, employee or an agent; 9) manipulate the price of any project; 9) post false, inaccurate, misleading, defamatory, or libelous content (including personal information); 10) transfer your account and User ID to another party without our consent; 11) distribute SPAM, chain letters, or pyramid

schemes; 12) distribute viruses or any other technologies that may harm the website, or the interests or property of the users; 13) copy, modify or distribute content from the Site and/or our copyrights or trademarks; 14) harvest or otherwise collect information about user, including their email addresses, without their consent; 15) bypass any measures we may use to prevent or restrict access to the Site; or 16) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site.

#### 4. Baker Registration

WE call our creative crowd “BAKERS.”

To be eligible to solve Future Bakers Contests you have to register by filling out our CONTACT FORM on our website. The Contact Form contains the following information:

- First and last name
- Date of birth
- Address
- Email address
- Phone number
- Confirmation of being 18+
- Areas of interest
- Agreement with this USER AGREEMENT and other documents that are part of this agreement (PRIVACY POLICY, CODE OF CONDUCT FOR BAKERS on Future Bakers Site)
- Account number (optional)
- Access password and confirmation of access password (the password must contain at least one upper case letter and one number).

Once you complete the registration process, you are welcome to post your solution to any CONTEST on the Future Bakers site. You agree that your registration information at all times correctly represents your professional affiliation, experience, qualifications and ability to transact business. You may not use a login name of another BAKER. You agree to notify us at [info@futurebakers.com](mailto:info@futurebakers.com) of any unauthorized use of your account or breach of security, including loss, theft, or unauthorized use of your password or login information. YOU ARE RESPONSIBLE FOR MAINTAINING the confidentiality of your passwords.

#### 5. Client Registration

To be eligible to participate as a CLIENT on the FUTURE BAKERS portal, you will need to submit a “BRIEF” describing your project/contest (either online or by sending it to [info@futurebakers.com](mailto:info@futurebakers.com). You will also need to submit the following information

- Name of the company and your TAX ID
- Name of the individual representing the company
- Date of birth
- Email address
- Telephone number

- Agreement with this USER AGREEMENT and other documents that are part of this agreement (PRIVACY POLICY, CODE of CONDUCT FOR CLIENTS)

The BRIEF that the client will submit either directly online or via email to [info@futurebakers.com](mailto:info@futurebakers.com) must contain at least the following:

- a) Identification of the client and logo
- b) Specification of the project/name of the project
- c) Complete description of the project
- d) Deadline for submitting the solution
- e) Deadline for analyzing and selecting the winning solution
- f) Suggestion of the reward that the client will pay to the selected baker and transfer of intellectual property rights
- g) Any other important details

#### 6. Reservation of Rights

We retain the right, but do not have an obligation, in our sole and absolute discretion, to immediately stop any project or transaction, prevent or restrict access to the Site or to our services, or take any other action, in case of technical problems, objectionable material, inaccurate project listings, inappropriately categorized projects, inaccuracies, unlawful projects or content, procedure or action otherwise prohibited by our policies and rules, or for any other reason. We do not endorse any user submitted content to the Site, or any opinion, recommendation, or advice expressed by users. We expressly disclaim any and all liability in connection with content submitted by users.

#### 7. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THIS SITE SHALL BE AT YOUR SOLE RISK. THIS SITE AND THE SERVICES PROVIDED BY US ARE PROVIDED "AS IS", AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING THE SERVICES. WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EXPRESSED OR IMPLIED, AS TO QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE SITE BY ANY THIRD PARTY. WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO OUR SERVICES OR THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS. OPERATIONS OF THE SITE MAY BE AFFECTED BY EXTERNAL FACTORS.

#### 8. Release of Liability

While Future Bakers believes that the information posted on the Site is accurate, Future Bakers does not control the information provided by others that is made available through the Site. We do not guarantee the quality, safety or legality of Baker services, the truth or accuracy of project listings or user information. You will not hold us, our affiliates or employees responsible for other users' actions or inactions, including their posts. Except when purchasing Baker Services for its own use, Future Bakers is not a party to any contract for those Services. Each User ("YOU") is responsible for the

content of the information, postings, Contests/Briefs and Solutions submitted. Each Client and Baker must look solely to the other for enforcement and performance of all the rights and obligations pursuant to the transactions it entered into with the other on futurebakers.com, and any other terms, conditions, representations, or warranties associated with such transactions. If you have a dispute with another user of our Site, you hereby release Future Bakers from all claims of any kind arising out of such dispute. If you are a California resident, you waive California Civil Code, Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

You will not hold us liable to you or any other user for any special, indirect, consequential or punitive damages pursuant to this agreement, including but not limited to, loss of profits, loss of business opportunities or loss of goodwill or reputation, even if advised of possibility of such damages. Under no circumstances will Future Bakers be liable for any INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES IN EXCESS OF 100\$ REGARDLESS OF THE CAUSE.

9. Compliance With Rules.

Much of the information on the Site is updated on a real-time basis and is proprietary to us, our users or third parties. You agree not to use any device, software or routine to interfere with the proper working of the Site or which is intended to damage, interfere with, intercept or expropriate any system, data or personal information. You agree not to take any action (including spamming) that imposes an unreasonable load on our infrastructure. You agree not to take any action which may undermine the integrity of our system or the Services, such as: leaving feedback or material that violates the intellectual property rights of any third party. You are solely responsible for compliance with all applicable laws and regulation regarding your use of the Services and the transfer of the technologies or information with which you are involved, including without limitation, import/export requirements, and Future Bakers expressly disclaims any liability or responsibility thereto.

10. Legal Relationship and Obligations of Parties

- (a) The site is an online venue where the clients post projects for creators/bakers. Bakers submit works in response to the client's "brief", and clients choose the entry(s) they like. In providing an online venue ("Services"), we do not source or deliver projects or entries (unless it is expressly stated in the project).
- (b) By registering as a User, you acknowledge and agree that you contract directly with other members to buy or sell services.
- (c) When clients post projects, they are obligated to post as much detail as possible about the requirements and the reward/s/ for the project. Those are going to constitute the basis for the Buyer Contract.
- (d) BAKERS can preview the terms in the Sale of Intellectual Property agreement prior to submitting entries to site.

- (e) BAKERS are not required to participate in any projects if they choose not to.
- (f) By submitting entries, bakers agree that if their solution is selected, they will be entering into a binding agreement with that client, pursuant to the terms of the Sale of Intellectual Property Contract. They also agree to transfer the intellectual rights to the product or solution to the Client once the Client pays for their solution.
- (g) When a client selects a winning baker(s), the client agrees to purchase all the selected projects (if there is more than one solution selected), and the Baker agrees to deliver services in accordance with the terms of the Buyer Contract and this Agreement.
- (h) You agree to act in good faith and engage in fair dealing in connection with the Sale of Intellectual Property Agreement.
- (i) No agency, franchise, partnership, joint-venture, or employee-employer relationship is intended or created by this agreement.
- (j) You may find on the Site links to other sites. You acknowledge and agree that we are not responsible or liable for the availability and reliability of such sites or resources or their content, advertising or products on or available from such sites and resources. The fact that a link is included on the Site does not imply that we endorse it. You use the link at your own risk and expressly relieve us from any and all liability arising from your use of any third-party website.
- (k) YOU SHALL BE SOLELY RESPONSIBLE FOR YOUR OWN ENTRIES and all content that you post on the Site, and the consequences of posting and publishing entries and content. When uploading entries or comments to the Site, you affirm, represent and/or warrant that: you own or have the necessary licenses, rights, consents and permissions to use and authorize us to use all patent, trademark, trade secret, copyright, or all other proprietary rights in and to any and all of your entries of content, to enable inclusion and use of your entries and content in the manner contemplated on the Site and in this Agreement.

11. Taxes and Reporting

Each user is solely responsible for satisfying all income tax, payroll tax, payroll withholding, sales and use tax requirements and other reporting and legal requirements under applicable law. You acknowledge that Future Bakers will not issue 1099 tax forms and further agree that if you are a U.S. buyer purchasing services from U.S. creators, you are solely responsible to issue 1099 tax forms to those creators.

12. Fees

There is no cost associated with being a Baker on the site. We charge fees to the Clients who use our services. When you post a project as a client or use a service that has a fee

associated with it, you will always have an opportunity to review and accept the fees that you will be charged. All fees are quoted in US dollars and are part of a separate agreement between the Client and Future Bakers. You agree to pay in a timely manner and with a valid payment method.

13. You agree to defend, hold and indemnify FUTURE BAKERS from and against any and all losses, costs, expenses, damages or other liabilities incurred by us from and against any cost, liability, damage, loss, cause of action, claim, suit, proceeding, demand or action brought by a third party against us: A) in connection with your use of our Services or the use of the Service using your account, including any payment obligations incurred through use of the Services; or B) resulting from: your use of Site, your violation of the terms of this User Agreement, your decision to supply credit information via the Site, including personal financial information; your decision to submit postings and accept offers from other members, any breach of contract or other claims made by users with which you conducted business through the Site, any breach of this Agreement, any negligent or intentional wrongdoing, any act of omission of yours with respect to the payment of fees and/or your obligations to another user. This indemnification will survive this Agreement and your use of this Site.

#### 14. Intellectual Property

All content included on this Site, is the property of Future Bakers or its Clients protected by United States and international copyright laws. All software used on this Site is the property of Future Bakers or its software suppliers and protected by United States and international copyright laws.

##### (a) Ownership and Limited License

When you submit content to the Site, you grant Future Bakers a non-exclusive, worldwide, perpetual, irrevocable, royalty-free sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display and perform the content in connection with this site. Subject to and conditioned on compliance with this Agreement, we grant you a limited license to access and to use the Site for the purpose of buying and selling services. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content found on the Future Bakers website in any way for any public or commercial purpose without the prior written consent of either Future Bakery or the rights holder. This site or any portion of it may not be reproduced, sold, duplicated, copied or otherwise exploited for any commercial purpose without our written consent.

When your solution is selected and paid for, it becomes the intellectual property of the respective Client (a separate Sale of Intellectual Property Agreement will be signed).

We and our licensors retain all right, title and interest in and to all patent rights, inventions, copyrights, know-how and trade secrets related to the Site. You

acknowledge that the FUTURE BAKERS logo and name are our trademarks and you agree that you will not use FUTURE BAKERS logo and name without our express written permission. Other product names, company names, brands, logos and symbols on our website may be the trademarks of their respective owners.

(b) Abuse of Rights

Please report any problems, offensive or infringing content and policy violations to us at [info@futurebakers.com](mailto:info@futurebakers.com). We will investigate.

(c) Copyright Policy

We treat any copyright infringement claims in accordance with Digital Millennium Act ("DMCA") – [www.copyright.gov/legislation/dmca.pdf](http://www.copyright.gov/legislation/dmca.pdf).

To file a copyright infringement notification with us, you will need to send us a written communication that includes substantially the following information (see 17 U.S.C 512 C (3) for further detail, or consult your legal counsel to confirm these requirements): 1) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; 2) identification of the copyrighted work claimed to have been infringed; 3) identification of the material that is claimed to be infringing and that is to be removed; 4) information sufficient to be able to contact you, such as an address, telephone number and/or email; 5) A statement that you have a good faith belief that the material in the manner complained is not authorized; 6) a Statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Only notices under the DMCA notices should go to the Copyright Agent. Your feedback, comments and other communication should be sent to [info@futurebakers.com](mailto:info@futurebakers.com).

Please note that under Section 512 (f) of the DMCA act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. You acknowledge and agree that if you fail to fully comply with all of the requirements listed above, your DMCA notice may not be valid.

13. Notices

Unless you otherwise tell us in writing, we will communicate with you via email, or by posting communications on the site, or our Facebook page. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communication be in writing. You must keep your email address updated, and check the site for new postings. We may also give you legal notice to the address provided during the registration process (as amended by you). In such All notices to us intended to have a legal effect

concerning this Agreement must be in writing and delivered to us by means evidenced by a delivery receipt, to the following address

Future Bakers, LLC  
4900 Augusta Ave.  
Richmond, Virginia 23230

16. Resolution of Disputes.

If a dispute arises between you and us, our goal is to resolve such disputes in an efficient manner. Accordingly, you and we agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or Services (a "Claim") in accordance with this section entitled "Resolution of Disputes". Before resorting to the below mentioned option, you agree to first contact us directly.

(a) Law and Forum for Disputes

We agree that the laws of the Commonwealth of Virginia shall govern this Agreement without regard to conflict of law provisions that may require the application of the laws of another jurisdiction. Both parties further agree that any controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement, shall be subject to binding arbitration by a mutually agreed upon arbitrator with the McGammon Group, Richmond, Virginia. The decision of the arbitrator shall be binding and final, without any right of appeal. Each party shall bear their own costs, including attorneys' fees, associated with the arbitration of their claims. To the extent that any conflict must be heard in a court of law, we agree that any such suit will be filed in United States District Court Eastern District of Virginia (Richmond Division) or in a court of competent jurisdiction in Richmond, Virginia.

(b) Improperly filed claims. Should you file a claim contrary to this section, we will be entitled to recover attorneys' fees and costs up to \$2,000.

17. Termination

This agreement shall become effective upon your acceptance or your use of the Site, and shall continue until terminated by us or you as provided for under the terms of this Section. Unless otherwise agreed to in writing between the parties, either party may terminate the Agreement at any time upon notice to the other party. In such case we shall continue to perform those services necessary to complete any open transaction between you and another user, and you shall continue to be obligated to pay us and any creators for any services for which you have either already engaged us or the creator to be able to finish these transactions. When your membership is terminated, you may no longer have access to data, messages, files and other material you keep on the Site.



18. Site policies

The following policies are part of the User Agreement and you are subject to all the posted policies, rules and contracts applicable to the services you use:

- PRIVACY POLICY
- CODE OF CONDUCT FOR CLIENTS
- CODE OF CONDUCT FOR BAKERS

We reserve the right to change each of the Site Policies. Changes take effect when we post them on the Site.