The Bolanle Group, LLC

"Master Marketing Agreement"

THIS AGREEMENT is made on the day of signature of Client (hereinafter referred to as "the Effective Date") by and between The Bolanle Group, a Limited Liability Company, having its principal place of business at 128 Knightsbridge Park Ln Houston, Texas 77018 (hereinafter referred to as "Company") as indicated by signature and the Client below (hereinafter referred to as "Client").

BACKGROUND

Client desires to engage the Company as an independent contractor to provide marketing, design, drawings, websites. and branding facilitation services and Company desires to accept such engagement.

Company and Client deem it to be in their mutual best interests to clarify and define their respective rights, obligations and duties under this Agreement.

THEREFORE, the parties hereto, intending to be bound hereby, agree as follows:

ARTICLE I: SCOPE OF SERVICES

1. Scope of Services. Company shall provide such services and materials as shall be set forth from time to time as is mutually agreed and memorialized by a written Statement of Work ("SOW"). Attached to this Agreement is the SOW of services agreed upon with the making of this Agreement. Should additional SOWs be made, each SOW shall be effective, incorporated into, and form a part of this Agreement when duly executed by both parties. If there is a conflict between this Agreement and any SOW with respect to services provided by Company, the terms of the SOW shall govern the manner and type of the services involved.

(a) SOWs shall be named and dated for identification and must include: (i) a complete description of services to be performed, deliverables or other materials to be produced and the SOW for completion of each of the foregoing; (ii) the applicable price for the services (i.e. whether the charges are based upon a fixed price or time and materials); and (iii) any additional terms the parties mutually agree to include.

2. Terms and Termination. This Agreement will be effective as of the Effective Date and will continue in full force and effect for a term of six (6) months from the date of Client signature. Parties shall have an option to renew this agreement in six (6) month increments upon a signed writing by both parties. Failure to renew, shall be the end to the relationship between the parties. Notwithstanding anything herein to the contrary, either party may terminate this Agreement and/or any SOW at any time upon thirty (30) day written notice of termination to the other. If services are being charged on a "time and materials" basis, the Company will submit a final bill for services through date of notice of termination. If services are being charged on a "fixed price" basis, any bill for services shall be adjusted equitably so as to include charges only for that part of the work or services performed prior to the date of notice of termination without penalty to Client for early

termination. Notice of termination of any SOW shall not be considered notice of termination of this Agreement unless specifically stated in the notice. The provisions of paragraphs 9, 10, 11, 12, 14, 18, 19 and 31 of this Agreement shall survive any termination. Following any termination of this Agreement, Company will immediately return to Client all information and materials that were provided to the Company by or on behalf of Client, and all copies thereof, whether in print, electronic or any other form or format.

3. Independent Contractor. It is agreed that, in the performance of this Agreement, Company shall at all times act as an independent contractor with respect to Client and not act as an employee of Client. Nothing contained in this Agreement or otherwise shall be construed to create any other affiliation between the parties. It being specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship as specifically set forth in this Agreement.

(a) Neither Company nor Client shall be liable for the debts or obligations of the other except as otherwise specifically provided in this Agreement. Client shall not have any claim under this Agreement or otherwise against Company for any benefit or policy applicable to Company's employees, including, but not limited to, retirement, Social Security, medical, dental, long-term disability, short-term disability, workman's compensation or unemployment insurance benefits of any kind. Company shall not be treated as an employee of Client for federal, state or local tax purposes. All tax obligations are solely those of Company. In the event that any administrative agency, whether federal, state or local, shall subsequently determine that the relationship between Company and Client is one of employment, then in such event, Client shall bear any and all costs associated with such determination including, but not limited to, past or future income tax, unemployment insurance, Social Security or any other withholding or tax, and any penalty or administration fee or related cost.

(b) Company and Client agree that Client does not control or set procedures or details by which Company will perform the services contemplated by this Agreement. The parties acknowledge and agree that this Agreement merely sets forth the basic business terms of the engagement and that the specific details of the manner in which Company performs the engagement within the parameters of this Agreement are in the discretion of Company. Specifically, Client does not require a minimum number of working hours and shall not provide office space or comprehensive training to Company. From time to time Company may request an allotment of money to cover advertising expenses. Moreover, Company acknowledges that it is engaged in an independently established business and that such business can continue to exist independently of and apart from this engagement. Company shall be free to set their own hours of work although Company shall complete such work in a timely, professional fashion.

4. Acceptance of Deliverables. Each deliverable produced or provided by Company shall be subject to a verification of acceptability by Client to ensure that such deliverable satisfies Company's and Clients' requirements. The acceptability of any deliverable shall be based on Clients satisfaction or non-satisfaction with the deliverable, however non-satisfaction shall be reasonable. Satisfaction shall not be unreasonably withheld.

(a) If any deliverable is not acceptable, Client shall notify Company specifying its reasons in reasonable detail, and Company will, at no additional cost, conform such deliverable to Client's requirements. When any deliverable is acceptable to Client, Client will promptly notify Company

in writing of its acceptance or if no notification is given after delivery, then the deliverable shall be deemed accepted after ten (10) days.

(b) Client further agrees to (i) make decisions that are decisive within a reasonable amount of time regarding the acceptance of deliverables; (ii) provide requested materials within ten (10) business days from the date of such request; and (iii) submit timely payment according to the terms of this agreement. Client understands that failure to provide written notice of delay when providing requested materials to Company or to provide the materials will result in the delay of execution of items outlined in the SOW .

5. Delivery Dates and Delay Issues. All delivery dates and locations for projects and services shall be either set forth in advance in the SOW(s) made by the parties or mutually agreed upon later if the dates and locations are not established in advance. Company shall notify Client of the SOW and location for each service delivery as soon as reasonably practicable. Company shall have no liability whatsoever to Client on account of the cancellation of projects or delivery dates by Clients, delay by Client, or preferred third party vendors that Company may recommend for Clients use to execute the SOW.

(a) Any delay in the production or delivery of materials caused by any civil disturbances, new law, ordinance or governmental regulation, fires, strikes, environmental interruptions, or public enemy are considered "Force Majeure", shall not constitute a breach of this Agreement. However, Client may, due to such delay, terminate this Agreement.

(b) The Company will be responsible for ensuring that only competent staff will be utilized to complete any project within the time period stipulated in this Agreement.

(c) The Company will provide Client with periodic updates of the development process based upon a timeline setting forth firm completion dates for each element/step of the Project as set forth in the applicable SOW. Company's failure to substantially comply with the timeline will not be deemed a breach of its obligations and may be corrected upon request.

ARTICLE II: COMPENSATION & EXPENSES

6. Terms of Payment. The applicable fixed prices and/or time and materials charges shall be specified on the applicable SOW. Unless other payment terms are specified on the applicable SOW, Company shall invoice Client: (i) upon Company's written acceptance for services provided, for any deliverables, products or work performed on a fixed price basis; or (ii) monthly in arrears for services provided on a time and materials basis. Out-of-pocket expenses, including any travel expenses authorized in accordance with paragraph 7 herein shall be invoiced monthly in arrears.

(a) All invoices, except for amounts disputed by Client, shall be payable within fifteen (15) days of receipt. Any disputed amounts shall not affect payment of non-disputed charges and expenses.

(b) Upon the termination of this Agreement, Client shall have no further payment obligation to Company except to pay Company any compensation accrued but unpaid as of the effective date of such termination as otherwise due in accordance with this Agreement.

7. Travel Authorization. Company shall be reimbursed by Client for all authorized travel expenses incurred in connection with the services Company renders hereunder. Company must obtain written approval from Client prior to any business-related trip and submit an estimated

expense report upon return. Receipts are required to substantiate all authorized travel expenses. Any expenses in excess of authorized travel expenses will not be Company's responsibility provided that they are in connection with the services rendered and can be substantiated by reasonable verification.

8. General Expenses. Company will not pay for or be liable for any expenses associated with the execution of this agreement. Client will solely be responsible for all expenses incurred by Company whether prepaid or reimbursed.

ARTICLE III: PRIVACY & OWNERSHIP RIGHTS

9. Confidential Information. Company acknowledges that Client and/or Clients' Clientele may during the course of this agreement disclose confidential or proprietary trade secret information to the Company. For purposes of this agreement, "Confidential Information" shall mean all information or material that has or could have commercial value or other utility in the business in which the disclosing party is engaged, including, but not limited to, trade secrets, know-how, technical and other business information (such as information concerning suppliers, customers, potential customers, products and personnel), inventions, proprietary information and business matters or affairs (including, but not limited to, information relating to inventions, disclosures, processes, systems, methods, business proposals, product cost data, contracts, forms, information concerning competitive strengths and weaknesses, promotional methods, customer lists, customer and supplier account preferences and requirements, business plans and strategies, procedures, sales and pricing information, advertising information, as well as information of a confidential or proprietary nature received from customers, suppliers, contractors, joint ventures and other collaborators), and computer programs, software and documents relating to any of the foregoing, regardless of the form or medium contained or stored in (including hard copy, electronic or digital form), as well as copies or multiple versions of each. The parties mutually agree to enter a confidential relationship of trust with respect to the disclosure of such information for the benefit of Client and/or Clients Clientele. Such confidentiality shall not extend to information that is: (i) publicly known at the time of disclosure under this agreement or subsequently becomes publicly known through no fault of the receiving party; (ii) discovered or created by the receiving party prior to the time of disclosure by disclosing party; or (iii) otherwise learned by Company through legitimate means other than from the disclosing party.

(a) In connection with the performance of the services, Company agrees that, except as directed or approved by Client, Company will hold and maintain the Confidential Information in strictest confidence for the exclusive benefit of Client, and will not, at any time during or after the term of this Agreement, without prior written approval of Client, use for the Company's own benefit or the benefit of anyone other than Client, publish, copy, or otherwise disclose to others, directly or indirectly, or permit the use by others for their benefit or to the detriment of Client, any of the Confidential Information.

(b) Company acknowledges and confirms that all Confidential Information which is conceived, developed, or made by Company in performing services under this Agreement, or disclosed to or otherwise acquired by it in the course of performing services under this Agreement, are and shall remain the sole and exclusive property of Client; that she shall not retain, copy or otherwise appropriate any of such Confidential Information for its own use or the use or purposes of any third party, without the prior written consent of Company; and that, upon the termination

of this Agreement, for any reason whatsoever, Company shall promptly return all tangible items in which Confidential Information is stored or contained, including all copies or multiple versions thereof (regardless of the form or medium contained or stored in (including hard copy, electronic or digital form), to Client and, in the case of intangible information, shall continue to hold them as the confidential property of Client and not disclose them, directly or indirectly, or use them for any purpose, without the prior written consent of Client.

(c) The Company shall extend these protections of Confidential Information and the proprietary interests of Company by restricting all employees, consultants, contractors, vendors, and support staff by the same covenants before disclosure of confidential or proprietary trade secret information to them.

10. Intellectual Property. Company shall retain all intellectual property rights in the Work including all deliverables, until full payment is made to Company for its services. Upon such payment being rendered, Company reserves a license in the work according to Section 11(a) below, and agrees to irrevocably assign in perpetuity all rights, title, and interest, including copyright interest, in any data, deliverable, artwork or other work done by Company that is system discovered, developed, learned, created, produced, or provided by our designers, alone or in combination with any contractor or employee of Company, arising in connection with the Services or including any Confidential Information. Clients failure to render in full amounts owed to Company will forfeit Clients right to assert all intellectual property rights.

(a) With respect to the paragraphs below, websites in which Company creates will be marked as "Site Created by Bolanle, unless additional consideration is provided to Company for the removal of such credit. Additional consideration will be negotiated at the time of Clients request for the removal of credit.

11. Inventions And Ownership Materials. Company will disclose to Client necessary materials and information relating to the matters performed in the SOW and that are developed, conceived or first reduced to practice by Company, either alone or jointly with others (1) during the term of this agreement, and (2) for a period of three months thereafter, including, without limitation, all data, discoveries, formulas, improvements, inventions, methods, models, processes, systems, techniques, trade secrets, works of authorship or any other intellectual proprietary information and know-how, whether or not patentable, copyrightable or subject to other legal protection (collectively, "***Work Product***").

(a) To the extent that any Work Product constitutes copyrightable or similar subject matter that is eligible to be treated as a "work made for hire," as defined in the Copyright Act of 1976, as amended, or as having similar status in the United States or elsewhere, it shall be treated as the intellectual property of Company until all work invoices and outstanding payments have been made. Upon which all amounts have been rendered to Company, Company agrees to irrevocably assign in perpetuity all intellectual property rights making Client the sole and exclusive owner of all rights, title and interest in and to the copyright thereto. However, Company reserves an irrevocable license in the work Company creates for the right to display, disclose, deliver, publish, perform, translate, or reproduce provided that it does not unreasonably interfere with Clients assignment.

(b) Upon Clients request, after all invoices and monies are paid, or at any time thereafter, Company agrees to promptly and with reasonable compensation assist with the execution of any patent applications, copyright registration applications, waivers of moral rights, assignments, or

other instruments that Client deems necessary or appropriate to apply for or obtain Letters Patent of the United States or any foreign country, copyright registrations or otherwise to protect its interest in such Work Product, the expenses for which will be borne by Client.
(c) Once rendered, Compensation for the services Company is to render will be limited to the services price set forth in the applicable SOW, and Company shall not share in any income received by Client from the use, sale, license, publication or any other exploitation of the materials or information Company furnishes to Client.

12. Advertising. Company shall not, without first providing written notice to Client, exercise its right to display, disclose, deliver, publish, perform, translate, reproduce, advertise or publish or make known the fact that Client has furnished or contracted to furnish to Company, or to any Clients, the materials and/or services provided hereunder.

13. Company's Freedom to Provide Services. Company represents and warrants that Company is under no obligation or restriction, nor will Company assume any such obligation or restriction, which would in any way interfere or be inconsistent with the services to be furnished by Company under this Agreement.
(a) Company further agrees that during the term of this Agreement, or at any time thereafter, Company will not disclose material facts or other pertinent data relating to the scope of the work hereunder, or any methods or procedures formulated by Company for Client in the course of performing the work hereunder.

14. Clients Trademarks. Notwithstanding any other provision of this Agreement, Client gives Company a revocable license during the term of this agreement to use Clients trademarks and copyright(s) in furtherance of the applicable SOW or if the material provided to Company contains the marks of Client. Company's license to use may be revoked at any time and will immediately end at the termination of this agreement.

15. Domain Names and Website Hosting. Client agrees and understand that it is solely responsible for the renewing of all domain names and website hosting expenses. Company is not responsible for the costs or notification of the domain name renewal or website hosting requirements.
(a) In the event, that the chosen hosting site crashes or experiences complications, Company will not be responsible to fix the incurred problems. It is understood that if the hosting site crashes then Clients website will crash and/or be impacted, such an occurrence is outside of Company's control.

16. Account & User Information. Company will not be held liable for the privacy and security passwords/usernames in which Client provide to it. Company representatives will not change a password/username unless given expressed written consent to make such a modification. Company agrees to use all due diligence for the protection of Clients information.

ARTICLE IV: THIRD PARTY RELATIONSHIPS

17. Third Party Vendors. From time to time, Company may refer Client to a third-party vendor in which it has a relationship with. If Client chooses to use the recommended vendor,

Company will manage the relationship for Client as it pertains to the vendors work assisting with the completion of the SOW. Any work outside of the executed SOW will not be the responsibility of Company to manage. Work contracted by Client, who is not a recommended third-party vendor, will be the sole responsibility of Client to manage and control. Company will make its knowledge and background reasonably available to assist Client with this relationship, but will not be responsible for a non-recommended parties work product or lack of professionalism. Additionally, Company does not guarantee or make any warranties as to the work product of a recommended third party vendor, but will use best efforts to ensure satisfaction of Client according to Section 4 of this agreement.

18. Restrictions During and After Agreement Term. Both parties agree that they will not, during the term of the Agreement, and for a period of three (3) months after the termination thereof, for any reason whatsoever, without the written consent of the other, directly or indirectly:
(a) hire or employ any employee or contractor of the other , before, during or after the term of this Agreement, on behalf of any individual, corporation, or entity;
(b) induce or attempt to induce any employee or person associated with the other party before, during or after the term of this Agreement, to leave the employ of or cease doing business with the other; and,
(c) induce or attempt to induce any customer, client, supplier, manufacturer, association, organization, vendor or any other person or entity, to cease doing business with the other.

Company may however:

(d) Work with and or provide services to and individual or Company who is a customer of Client during the term of this Agreement, provided that (i) they were not actively solicited by Company, its agents, representatives, or employees meaning the customer requested and/or pursued Company, (ii) the Confidential information of Client is not disclosed, (iii) working with customer does not interfere with the work being done on behalf Client.

ARTICLE V: GENERAL PROVISIONS

19. Indemnification. Company further agrees, warrants and guarantees to indemnify, defend and hold Client, its and its respective officers, directors, employees and agents (the "Indemnified Parties") harmless from and against any and all loss, damage, costs, legal fees, recoveries, judgments, settlements, penalties and expenses imposed, incurred or suffered or obtained against the Indemnified Parties, arising from (i) any actual or alleged infringement of any patent, copyright, intellectual or industrial property right or any other similar right (including, but not limited to, misappropriation of trade secrets) based on any deliverables Information, materials and/or any services furnished by Client to Company or obtained by Company from Client or the use thereof by Company; (ii) Company's or Clients failure to make any payments, withholdings or benefits described in Section 3 of this Agreement, if any; and (ii) any breach by Company of any of the representations, warranties and/or covenants contained in this Agreement.

20. Warranty. Company represents and warrants the originality of any work product and other materials that it personally submits to Client under this Agreement, and that, other than its disclosure to Client, there has been no publication or use thereof, or any part thereof. Company

cannot and does not warrant the work of any third party or vendor Client agrees to use as a part of the services provided hereunder. Company only warrants the intellectual property that it created for the benefit of Client. Company further represents that to the best of its knowledge and belief, neither its work nor any part thereof is in the public domain, and no one else has any rights therein.

(a) Company warrants that (i) it has the authority and the right to enter into this Agreement and each SOW, to perform services and provide materials, information and deliverables hereunder, and that its obligations hereunder are not in conflict with any other Company obligations; (ii) it (and each of its employees and/or consultants) has the proper skill, training and background necessary to accomplish their assigned tasks; and (iii) all services will be performed in a competent and professional manner.

(b) Company represents and warrants for a period of thirty (30) days from the date of Client's acceptance of completed Services and Materials (the "Warranty Period"), any electronic or digital programming or media product in any format (i.e. on CD, disk, tape, web site) will function and perform satisfactorily as per the specifications set forth in this Agreement or governing SOW, and in accordance with the user documentation. In the event Client discovers a "bug" in the programming or media product (i.e. a failure to perform in accordance with specifications or a failure to perform in accordance with the user documentation), during the Warranty Period, the Company shall promptly fix the problem following notice from Client during the Warranty Period at no additional cost to Client; provided, that Company shall not be responsible for bugs caused solely as a result of Client modifications or parties other than Company and its vendors.

21. Sole Agreement. This instrument contains the only agreement of the parties relating to the marketing services being provided to Client and correctly sets forth the rights, duties, and obligations of each to the other in connection with the agreement as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

22. Binding on Successors and Assigns. The provisions of this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Neither this agreement nor any interest of either of the parties herein may be assigned, pledged, transferred, or hypothecated, without the prior written consent of the parties hereto. Any attempted assignment in breach of this paragraph shall be null and void.

23. Amendment. This Agreement may be amended or modified in any way by an instrument in writing, stating the amendment or modification, and executed by both parties.

24. Governing Law and Consent to Jurisdiction. This Contract shall be governed by the laws of the State of Texas both as to interpretation and performance. Company and Client hereby irrevocably consent to the jurisdiction of the Courts within Harris, County Texas for all purposes in connection with any action or proceeding which arises from or relates to this agreement.

25. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegibility or invalidity shall not affect the validity or legality of the remainder of this agreement.

26. Incorporation by Reference. Every exhibit, schedule, and contract document referenced by this Agreement and referred to herein are incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

27. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

28. Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. The terms of this Agreement are intended to embody the economic relationship among the parties and shall not be subject to modification by, or be conformed with, any actions by the Internal Revenue Service except as this Agreement may be explicitly so amended and except as may relate specifically to the filing of tax returns.

29. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if the parties had signed the same document at one time. All counterparts shall be construed together and shall constitute one agreement.

30. Waiver. The waiver by Company of any breach of any term, condition or covenant, of this agreement shall not be deemed to be a waiver of such provision or any subsequent breach of the same or any other term, condition or covenant of herein. The subsequent acceptance of payment hereunder by either party shall not be deemed to be a waiver of any preceding breach at the time of acceptance or making of such payment. No covenant, term or condition of this agreement shall be deemed to have been waived by Company unless such waiver is in writing signed by Company as applicable.

31. Mediation. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration.

(b) BY SIGING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT CLIENT IS AGREEING TO HAVE ANY ISSUE OF ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL MEDIATION, AND THAT BY AGREEING TO MEDIATION CLIENT IS GIVING UP VARIOUS RIGHTS CLIENT MIGHT HAVE IN AN LEGAL ACTION, INCLUDING THE RIGHT TO A JURY AND RIGHT TO APPEAL.

SIGNATURES

INTENDING TO BE BOUND, *the parties have caused this Master Marketing Agreement to be executed as of the date Client signs below.*

Client:

Signature: _____

Printed Name:_____

Address:_____

Date:_____

The Bolanle Group, LLC

Signature:_____

Authorized By: Roselyn Omaka, *Founder*