THIS ZOLVE INSIDERS PROGRAM 2023 AGREEMENT (the “Agreement”) is made and entered into by and between Zolve Innovations, Inc. a Delaware corporation with its principal place of business at WeWork The Jones Building, 708 Main St Houston, TX 77002 (“Zolve”, “we”, or “us”), and the User entering into this Agreement (“Ambassador” or “you”). By accessing or using the Zolve Service described herein or clicking a button or checking a box marked “Submit”, “I Agree”, “I Accept”, or something similar, or by otherwise affirmatively manifesting your assent to this Agreement, you signify that you have read, understood, and agree to be bound by this Agreement.

This Agreement hereby incorporates by reference, and you represent that you have read, understood and agree to be bound by, Zolve’s Terms and Conditions. By accepting this Agreement, you agree that you will perform various services for Zolve (acting for itself or on behalf of its parent or certain of its affiliates), all as described/contemplated in this Agreement (the “Services”).

WHEREAS, Zolve wishes to engage you to provide certain marketing services and deliverables to Zolve, as communicated to you by your Insiders Program Manager at Zolve, for the exclusive use and ownership by Zolve, all subject to certain terms and conditions set forth herein; and

WHEREAS, you wish to accept such engagement; and

WHEREAS, the Parties wish to confirm the terms and conditions governing the engagement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

1. **Services.** By entering into this Agreement, you acknowledge that:

   1.1 (a) you have the right, power, and authority to enter into and to perform your obligations under this Agreement, including performing the Services, and to grant the rights described in this Agreement, (b) you have not made, nor will you make, any agreement or commitment with any third party that would likely prevent or materially interfere in any way with your provision of the Services or the exercise of the rights granted to us (other than as specifically set out in this Agreement), and (c) any factual or opinion-based statement you make in connection with the Services is a true reflection of your beliefs, findings, or opinions.

   1.2 You will perform the Services to our reasonable satisfaction. Specifically, you will perform the Services according to any deadlines on which we mutually agree and in a manner that complies with the terms of this Agreement.

   1.3 You will perform the Services in compliance with federal, state, and local laws, statutes, ordinances, rules, regulations, orders, and requirements, whether now in force or later enacted, relating to this Agreement or the Services (“Applicable Law”) and in a manner that does not, infringe or violate any third party’s personal or property rights. You will perform the Services in compliance with any and all consumer disclosure requirements under federal, state and local laws, statutes, ordinances, rules, regulations, guidance and orders, including without limitation the United States Federal Trade Commission Guidelines Regarding Endorsements and Disclosures 101 for Social Media Influencers, in each case as are made available on www.ftc.gov.

   1.4 Within a reasonable period of time after our written request to you to do so, you will remove any social media posts you made as part of performing the Services for us.

   1.5 You understand that mentioning or including brands other than Zolve in performing the Services would be contrary to the objective of the Services and agree not to do so. If posting photos as part of performing the Services, you will not feature any pronounced logos for another brand other than Zolve in those photos.
1.6 Before posting any photos or marketing materials, you must obtain written permission from any individuals featured in any photos you post.

1.7 All content you post or use to market Zolve under this Agreement must be your own work, original, and unless we mutually agree otherwise, will not contain any third party’s content.

2. **Program Benefits.** In consideration of your performing the Services, we, or our designated agent, will [provide a cashback balance that will be automatically applied to transactions made using your Zolve debit or credit account] (“Benefits”). However, we may reduce any cashback amount that would otherwise have been due if you fail to perform any of the Services and, if we suspend or terminate this Agreement for your uncured failure to provide any material Services or a force majeure (pursuant to Section 18 of the Terms), and we may not be obligated to provide you with the Benefits; provided that, we, or our designated agent, will pay you all accrued but unpaid Benefits due as of the suspension or termination date and will not reduce the Benefits except to reflect any Services not performed or not performed in accordance with this Agreement. For the purpose of this Agreement, if we terminate this Agreement for your uncured failure to provide any material Services or a force majeure, the Benefits will be reduced on a pro-rata basis. You further acknowledge that you shall receive no additional payment or consideration of any kind or nature from Zolve for the Services rendered, the Materials and/or Deliverables provided, or the rights conveyed hereunder. We will have no other financial obligations to you except as specified in this Section (including no obligation with respect to taxes, withholdings, benefits, insurance, or any other financial obligation of any kind). You agree that any tax obligation of yours arising from the benefits will be your responsibility and you will indemnify us from and against any tax liability, interest, and penalties imposed upon us by any taxing authority based on our failure to withhold any amount from such payments.

3. **Expenses.** You are responsible for all costs and expenses incurred by you incident to your performance of the Services, including but not limited to all tools, vehicles, or other equipment you provide, all fees, fines, licenses, bonds, or taxes required of or imposed against you, and all of your other costs of doing business.

4. **Materials.** Zolve engages you to prepare research, reviews, surveys and/or other materials, which may include text, editing, photographs, drawings, images and other graphics, designs, logos, musical works, sound recordings, audio-visual works, including film and/or video, lighting, voice recordings, production, and direction (collectively, the “Materials”) as “works made for hire” for exclusive ownership and use by Zolve, including but not limited to in and in connection with content for inclusion on Zolve’s website and/or other platforms and for marketing purposes, whether or not on social media or other Internet-based platforms, and for Zolve’s business purposes. The Materials shall be prepared in a timely, professional manner in accordance with Zolve’s schedule requirements as communicated with you.

5. **Deliverables.** You shall deliver to Zolve all tangible copies of the Materials as well as all embodiments, drafts, and versions of the Materials (collectively, the “Deliverables”). Zolve shall own all Deliverables, regardless of the form or format.

6. **Grant of Rights.**

6.1 All rights, including without limitation, all trademark and trade dress rights as well as the worldwide copyrights and all other rights in and to the Materials, including its component parts, and all Deliverables, shall belong completely and in all respects to Zolve; you shall retain no rights in and to the same. The Parties further expressly agree that the Materials and Deliverables shall be considered and deemed “works made for hire,” as that term is defined by U.S. copyright law, for the benefit and exclusive ownership of Zolve, to the fullest extent permitted by law; provided, however, that if said Materials and/or Deliverables, in whole or in part, shall not be legally qualified for any reason as a “work made for hire,” then you hereby assign to Zolve all of your rights, title and interest throughout the world, including all copyrights, in and to the Materials, including its component parts, as well as the Deliverables. Such assignment shall include the irrevocable and exclusive rights for the worldwide reproduction, distribution, transmission, adaptation, public performance, and public display of the Materials and Deliverables, in whole or in part, in any form or format now known or yet to be discovered.

6.2 You waive any moral rights and similar provisions of law that may be applicable to the Materials and/or Deliverables, including without limitation, the rights of Attribution and Integrity as provided by U.S.
6.3 Zolve has no obligation or duty of any kind to use the Materials and/or the Deliverables, in whole or in part; use of the rights granted herein to Zolve is at Zolve’s sole discretion.

7. **Confidentiality and Restricted Use.** You shall keep the Materials and Deliverables in strict confidence and shall not directly or indirectly disclose or use any portion thereof from the Effective Date and thereafter in perpetuity. Under no circumstances shall you use any of the Materials or Deliverables for your benefit or the benefit of any third party without the express prior written approval of Zolve. You represent and warrant that you shall make no copies of the Materials or of the Deliverables, in whole or in part, by any means, including without limitation, making any digital or electronic copies by means of any computer, scanning or recording device, camera, CD, diskette, smartphone or any other device or method. Notwithstanding the foregoing, the restrictions shall not apply to: (a) material that at the time of disclosure by Zolve is a part of the public domain or thereafter becomes a part of the public domain through no violation of this Agreement; (b) material obtained on a non-confidential basis from a third party who did not violate an obligation of confidentiality to Zolve or any law by disclosing the material; or (c) material that is developed or acquired independently as shown by pre-existing written records without reference to any material.

8. **Written Authorization.** You shall not reproduce, distribute, transmit, adapt, publicly perform, publicly display, or otherwise copy and/or disseminate the Materials or Deliverables to any third party without the prior express written authorization of Zolve.

9. **Consent & Release.** You irrevocably grant to Zolve the right to film, tape, record, and photograph you at Zolve’s expense and to reproduce and distribute copies of the material created (the “Photographs”), including but not limited to in and in connection with materials related to audio-visual projects currently in existence or that may be created in the future and also in the advertising, marketing, and promotion relating to such materials and/or relating to Zolve. You grant a worldwide, royalty-free, exclusive, irrevocable license to Zolve for use of the Photographs depicting you as well as your name, likeness, voice, and/or biographical information (collectively, with the Photographs, “Ambassador’s Likeness”); such license shall allow Zolve to reproduce, adapt, distribute, transmit, publicly display, publicly perform, publish, and other wise use and reuse Ambassador’s Likeness, in whole or in part, in any media now known or yet to be developed, including without limitation, in electronic and digital format, on Internet websites, and in printed materials. Zolve has no duty to use Ambassador’s Likeness in any manner; use of Ambassador’s Likeness is at the sole discretion of Zolve. You waive any right you may have to inspect or approve of Zolve’s use of Ambassador’s Likeness. You release Zolve, its officers, directors, representatives, agents, employees, affiliates, successors and assigns from any liability whatsoever in connection with or relating to Ambassador’s Likeness, in whole or in part, including without limitation, claims under federal copyright law or any other federal or state law, including the laws of the right to privacy and/or right of publicity.

10. **Authorship.** To create the Materials and Deliverables, you shall use only the following resources: (a) materials provided by Zolve; (b) your own personal authorship; (c) materials you obtain from a third party, provided that, in each instance, (i) you have obtained all rights and permissions necessary to grant the rights and to make the assignments described in Section 6, and (ii) you properly identify and cite the owner(s) and/or originator(s) of such materials in writing to Zolve; and/or (d) materials you obtain from the public domain, provided that, in each instance, (i) you have obtained any necessary licenses (including without limitation Creative Commons licenses) and permissions, and is in compliance with all requirements (including attribution requirements), necessary for Zolve’s lawful exercise of the license granted to it in Section 6, and (ii) you properly identify and cite the owner(s) and/or originator(s) or such materials in writing to Zolve. You acknowledge and agree that materials that are publicly available, including materials available on the Internet, may not be in the public domain, and that your use of such materials will be subject to Section 10(c) herein.

11. **Warranties.** You represent and warrant that the Materials and the Deliverables are the original works of your independent authorship, except as to any materials provided by Zolve and/or any other matter specifically identified in writing to Zolve, and that neither the Materials nor the Deliverables shall violate any right of any third party, including without limitation, any copyright, trademark, patent, right of publicity and/or right of privacy. You
represent and warrant that you do not have any obligations, contractual or otherwise, that might conflict with or impair Zolve’s rights under this Agreement or the law.

12. **Indemnity and Limitation of Liability.** Sections 11, 12 and 13 of the Terms is hereby incorporated by reference into this Agreement, with the proviso that references in Section 11, 12 and 13 of the Terms to “these Terms” will mean this Agreement, and together with any other necessary conforming changes.

13. **Additional Documents.** You shall execute any such additional documents as Zolve may require to establish or confirm Zolve’s sole and complete ownership of the rights, including the worldwide copyrights, in and to the Materials and Deliverables, including, without limitation, such waivers and/or assignments as Zolve may deem appropriate.

14. **Binding Nature.** This Agreement shall be binding upon the Parties, their successors, assigns and all others acting by, through or under their direction, and all those acting in privity therewith.

15. **Term & Termination.**

   15.1 This Agreement shall be effective as of the Effective Date and shall continue in effect until the later of the completion of the Services, the submission of the Materials and Deliverables and the termination by Zolve.

   15.2 In the event of a breach, the non-breaching Party may terminate this Agreement immediately with written notice to the other Party.

   15.3 Either Party may terminate this Agreement for any reason at any time by providing written notice to the other Party.

16. **Independent Contractor.** Your relationship to Zolve is that of an independent contractor. You are not an employee, agent, partner or joint venture of Zolve.

17. **Governing Law; Dispute Resolution.** Section 14 of the Terms is hereby incorporated by reference into this Agreement, with the proviso that references in Section 14 of the Trust Terms to “these Terms” will mean this Agreement, and together with any other necessary conforming changes.

18. **Miscellaneous.** Section 18 of the Terms is hereby incorporated by reference into this Agreement, with the proviso that references in Section 18 of the Trust Terms to “these Terms” will mean this Agreement, and together with any other necessary conforming changes.
SCHEDULE I
SCOPE AND BENEFITS FOR ZOLVE INSIDERS PROGRAM

Validity: This Schedule I to the Insiders Program 2023 Terms executed between Zolve Innovations Inc and You, as amended, and supplemented from time to time, shall be valid for a period of 15 weeks from June 12th 2023, Ending date: Sep 30th, 2023), unless renewed by mutual agreement between the parties.

Referral based incentive:

<table>
<thead>
<tr>
<th>Per Referral</th>
<th>Every 10 Referral Slab</th>
<th>Referee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25</td>
<td>$150</td>
<td>1 Month free MINT sim worth of $15</td>
</tr>
</tbody>
</table>

Testing based Incentive:

<table>
<thead>
<tr>
<th>Testing</th>
<th>Incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product &amp; Beta product testing</td>
<td>$20 per hour</td>
</tr>
<tr>
<td>Social media, Testimonial videos</td>
<td>$50</td>
</tr>
</tbody>
</table>

Scope of the Program:
As defined by the Zolve Insiders Program Manager and communicated in writing to You.

Fees:
As part of your participation in the Insiders Program, we will provide you with rewards in the form of cashback that will be applied to future purchase transactions made with your Zolve Debit Card and Credit Card and Zolve Azpire Secured Credit Card. Your additional referrer eligible rewards will be aggregated once every 15 days and automatically applied to future purchase transactions until all rewards amounts are used or we terminate this offer. Rewards generally posit within 30 days of a transaction. In the event a transaction for which rewards are applied is reversed or refunded, we will reverse the application of rewards and apply it to a future transaction, subject to the terms governing the Insiders Program Terms.