

MASTER SERVICE AGREEMENT

This agreement is dated September 24, 2025 (the Effective Date).

BETWEEN

ONE NET CAPITAL INC.

a British Columbia corporation doing business at:

1-1007 Johnson Street
Victoria, BC
V8V 3N8

(One Net)

and

Haywood County Tourism Development Authority (HCTDA)

a North Carolina Public Authority
doing business at:

91 North Lakeshore Drive
Suite 2
Lake Junaluska, NC 28745

(Client)

BACKGROUND

One Net is a creative and digital marketing agency that provides creative and digital marketing services such as websites, web applications, branding, videos, ad creative, ad campaigns, and content marketing, SEO and GEO that generate demand and new customers. One Net is based in Victoria (the capital of British Columbia) and primarily services DMO and technology brands.

The Client wants One Net to provide digital marketing services (the Services) that, under the terms and conditions set out here, will lead to the provision of one or more projects (each a Project) that are set out in one or more Statement(s) of Work (each a SOW).

One Net will provide the Services for the Client in accordance with the terms and conditions of this agreement.

THE PARTIES AGREE AS FOLLOWS

1. SERVICES

Subject to the terms and conditions of this Master Service Agreement and each SOW (collectively the Agreement), One Net will perform the Services. Each SOW will be distributed as a schedule to this Master Service Agreement. In the event of a conflict between the terms of this Master Services Agreement and terms in an SOW, the terms in the SOW will prevail.

2. PAYMENT & EXPENSES

In exchange for the Services, the Client will pay to One Net the fees set out in the SOW (the Fees). In addition to the Fees, the Client will reimburse One Net for all expenses related to completing the Services as set out in the SOW (the Expenses).

3. METHOD & DELIVERY OF PAYMENT

Unless otherwise specified in the SOW, payment for all invoices is due within 30 days of receipt of an invoice from One Net (the Invoice Due Date), the Client must pay the Fees and Expenses to One Net as follows:

US Clients must submit invoice payments via ACH transfer or credit card. ACH transfer instructions will be included in each invoice. If paying by credit card a 3% transaction fee will be added to the invoice total.

Canadian Clients can submit payment via Interac eTransfer, direct deposit or via credit card. If paying by credit card a 3% transaction fee will be added to the invoice total.

If the Client is unknown to One Net, a credit check or deposit may be required before extending payment terms.

4. PAYMENT DEFINED

Payment is considered to have been made when the payment has arrived in One Net's bank account and the payment has been cleared by One Net's bank.

5. RIGHT TO WITHHOLD OR RETRACT WORK

Barring natural disasters, or state of emergency, if Client does not make payment on or before the Invoice Due Date, One Net maintains the right to withhold the delivery of work completed, to stop all Services, or both after the following steps to remedy have been exhausted:

- A. One Net, will email and call the Signatory on this MSA to inform them of the past due invoice payment(s).
- B. If payment has not been made within 7 days from (A), One Net will email and call all decision markers listed in the active SOW(s) to inform them of the past due invoice payment(s).
- C. If all outstanding payment(s) have not been made within 14 days from (B), One Net will email and call the signatory on this MSA, and all decision markers listed in the active SOW(s) to inform them of the withholding and/or retraction of work. This includes stopping website hosting and removing Client logins. In the event One Net delivers work to the Client and payment is not made before the due date, One Net maintains the right to retract work with no additional notice. This may involve removing One Net's work from the Client's website, the Client's web server or the Client's social media pages. Under no circumstances will One Net be held liable for any damages related to the removal of unpaid work. In the event that One Net retract work and the Client pays all past-due invoices, One Net may agree to restore the work at the Agency Rate.

6. INTEREST ON LATE PAYMENT

Interest of 2% per month, compounded monthly, applies to all late invoices. Interest is applied starting on the date the invoice is due. If the Client has multiple outstanding invoices with One Net and the Client sends a payment to One Net that does not cover all of the outstanding invoices then One Net may apply such payment to any of the outstanding accounts that One Net chooses.

7. INTELLECTUAL PROPERTY

The following definitions apply to this section:

- A. **One Net Components** means any components owned by One Net and in existence prior to the start of this Agreement or developed independently of this Agreement that are incorporated into the One Net Deliverable(s).

Examples include but are not limited to: video editing macros, audio scores, music, sound effects, fonts, images, and actor's appearances.

- B. **Third Party Components** means components owned or licensed by third parties that the One Net incorporates into the One Net Deliverables.

Examples include but are not limited to: software libraries, fonts, graphics, icons, illustrations, stock images, stock footage, open source technologies, and algorithms.

- C. **One Net Deliverables** means any and all of One Net's deliverables under a SOW.

Examples include but are not limited to: works of authorship, inventions, technology, keyword lists, ad copy, campaign strategy, logos, designs, icons, graphics, animations, illustrations, motion graphics, videos, techniques, presentations, sales decks, programs,

specifications, white papers, reports, market research, documents, software code, and website copy.

- D. **Received Components** means any and all components received by One Net from the Client.
- E. **Ownership of Rights in Client Deliverables.** Subject to the Client paying the Fees for the corresponding One Net Deliverables, the Client shall:
- i. own all rights in the One Net Deliverables which are not intellectual property rights; and
 - ii. own all intellectual property rights in any One Net Deliverables (other than the One Net Components and Third Party Components), and One Net assigns the intellectual property in the One Net Deliverables to the Client.
- F. **Ownership of Intellectual Property in Received Components.** One Net acknowledges that it does not have any intellectual property rights in the Received Components, unless specifically set out in this Agreement.
- G. **Grant of License.** Upon payment by Client for the One Net Deliverables, One Net grants the Client:
- i. a perpetual, worldwide, fully paid, royalty-free, non-exclusive, sublicensable, transferable license to exercise the rights set out in the *Copyright Act (Canada)* including the right to use, reproduce, modify, publish and distribute One Net's Components; and
 - ii. the right to sublicense to third-parties any or all of the rights granted to Client in subsection i.
- H. **Incorporation of Third Party Components.** One Net may incorporate Third Party Components into the One Net Deliverables provided that prior to inclusion it:
- i. seeks written permission from the Client, and identifies which parts of the One Net Deliverables are Third Party Components;
 - ii. obtains the licensing required to incorporate such Third Party Components into the One Net Deliverables for the benefit of the Client, as instructed and approved by the Client; and
 - iii. provides the relevant licensing information to Client via email to the designated contact in the applicable SOW.

Hypothetical example A: One Net may propose the use of the React (an open source Javascript framework) for a website Project. React is governed under the MIT License. In this fictitious example One Net would seek written permission from Client to include React in the Project and would send to client the corresponding MIT License information. If approved by the Client, One Net would incorporate React into the Project and the Client

would be bound to terms set forth in the MIT License.

Hypothetical example B: One Net may propose a specific audio track, available for purchase from the Vimeo Music Store, for use in a video Project. In this fictitious example One Net would seek written permission from the Client to include the audio track in the Project and would send the client the corresponding Vimeo Music Store license information as well as the relevant pricing. If approved by Client, One Net would purchase the license on behalf of the Client and incorporate the sound track into the Project. The Client would be bound by the terms set forth in the Vimeo Music Store license.

8. ATTRIBUTION & PUBLICITY

Notwithstanding anything to the contrary in this Agreement, the Client may, upon written permission, permit One Net (and its subcontractors provided such subcontractors have contributed to the particular Services delivered to the Client) to:

- A. reproduce, modify, publish, and display samples of creative work completed for the Client on its website, social media, and promotional materials, and for the purposes of recognition of creative excellence;
- B. use the Client's name and logo on its website, social media, and promotional materials;
- C. include statistics related to any marketing campaign delivered by One Net on its website, social media, and promotional materials for promotional purposes; and
- D. describe its role in relation to a Project to third parties.

9. CONFIDENTIALITY AND SAFEGUARD OF INTELLECTUAL AND PROPRIETARY INFORMATION.

The Client and One Net (together "the Parties") each agree to keep in confidence, and to not disclose or use for its own respective benefit, or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any Confidential Information of the other party in its possession. One Net and the Client will each take reasonable precautions to safeguard the Confidential Information of the other entrusted to it and shall not disclose the Confidential Information of one another to any third party without the authorization of the disclosing party.

Confidential Information shall include, without limitation, marketing, technical, financial and business information and models, names of potential customers or partners, proposed business deals, reports, plans, market projections, software programs, data, or any other confidential and proprietary information relating to the work, and all of One Net's proprietary information including original proposals, recommendations, concepts or ideation related to Client's business, and the financial terms of this agreement.

The term Confidential Information excludes:

- A. any data or information that is already known by or in possession of the receiving party at the time it is disclosed to the receiving party;
- B. has become generally known to the public through no wrongful act of the receiving party;
- C. has been lawfully obtained by the receiving party from a third party without restriction on disclosure of it;
- D. is required to be disclosed by operation of law;
- E. is independently developed by the receiving party without use, directly or indirectly, of the Information received from the other party; or
- F. is furnished to a third party by the disclosing party hereunder without restrictions on the third party's right to disclose the information.

All Confidential Information shall be kept confidential by the Parties following the termination or expiration of this Agreement. One Net will not use any Confidential Information of Client for any purpose other than to perform its work and obligations to Client pursuant to this agreement.

10. INDEPENDENT CONTRACTOR

The Client and One Net agree that they are independent contractors and not agents, employees, servants, representatives, partners, or co-venturers of each other. The Client and the Project do not have any endorsement from or affiliation with One Net.

11. NON SOLICITATION

Neither party will solicit any of the other party's employees or contractors during the term of the Agreement or for a period of one year thereafter.

12. REPRESENTATION & WARRANTIES

One Net represents and warrants that it will:

- A. take all reasonable precautions to ensure that the Project will not, under ordinary use and circumstances, contain: (i) any virus, trojan horse, worm, backdoor, malware or other software, the effect of which is to permit unauthorized access or to disable, erase, corrupt or otherwise harm any computer, systems or software, or (ii) any time bomb, drop dead device or other software designed to disable a computer program automatically with the passage of time or under the positive control of any person; and

- B. perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

The Client hereby warrants that:

- A. the information and materials it provides to One Net are accurate, are not proprietary to any third party, and that Client is authorized and lawfully permitted to provide such information and materials to One Net; and
- B. it does and will continually comply with all the laws, regulations, rules and contractual obligations concerning the form, content, or usage of any information and materials provided to One Net.

13. TERMINATION

This Agreement may be terminated under any of the following conditions:

- A. Upon 60 days' written notice by either party; or
- B. Immediately by a party if the other party breaches any material term of this agreement and that other party fails to cure such breach within 10 days following written notice requesting cure of the breach; or
- C. Immediately by One Net if the Client sells or promotes products or services that involve pornography, illegal drugs, gambling, hatred, or ethnic or religious intolerance.

14. EFFECT OF TERMINATION

After this Agreement is terminated:

- A. Client will immediately pay One Net amounts payable in accordance with any active SOW(s) prior to the effective date of expiration or termination, or if a SOW is silent as to amounts payable, Client will pay One Net's fees prorated based on One Net's reasonable estimation of percentage of work completed on the Project.
- B. One Net will:
 - i. Upon receipt of amounts outlined in subsection 14(A), and upon Client request, deliver to Client all work product(s) related to active SOW(s) including all work in progress and all versions and portions thereof; and
 - ii. Immediately cease performing additional Services; and

- iii. Upon Client's request, promptly notify Client of all Confidential Information in One Net's possession or control and, will destroy or deliver all such Confidential Information to Client, in accordance with Client's reasonable instructions.

In the event of Termination, Client will not be entitled to a refund of any payment already made to One Net.

15. MISCELLANEOUS

This Agreement and all SOWs hereunder, shall constitute the only written agreement(s) between the parties and all written agreement(s) entered into prior hereto are hereby declared null and void.

16. LIMITATION OF LIABILITY

THE CLIENT AGREES TO INDEMNIFY AND DEFEND ONE NET FROM ANY CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, JUDGMENTS, OR ARBITRATION AWARDS INCLUDING LEGAL FEES AND COSTS WHICH HAVE BEEN OR MAY BE INCURRED BY ONE NET AS A RESULT OF ANY CLAIM BASED ON ALLEGATIONS OF BREACH BY THE CLIENT OF THIS AGREEMENT, ANY OF CLIENT'S ACTS OR OMISSIONS, OR OF CLIENT'S BREACH OF WARRANTIES DESCRIBED ABOVE. THE CLIENT FURTHER AGREES TO INDEMNIFY AND DEFEND ONE NET FROM ANY THIRD PARTY CLAIMS ARISING FROM ALLEGATIONS THAT ONE NET IS IN VIOLATION OF THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY THIRD PARTY. IF ONE NET IS RESPONSIBLE TO THE CLIENT FOR ANY DAMAGES THEN, NOTWITHSTANDING ANYTHING ELSE STATED IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, ONE NET'S LIABILITY IS LIMITED TO FEES PAID BY THE CLIENT UNDER THIS AGREEMENT AND; IN NO EVENT WILL ONE NET BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF REPUTATION OR GOODWILL) OF ANY KIND IN CONNECTION WITH THIS AGREEMENT.

17. NO ADDITIONAL WARRANTIES

Except for the express representations and warranties stated in the Agreement, One Net makes no warranties whatsoever. One Net explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or compliance with any particular laws, legislation or regulations. One Net's Services shall not be construed as legal advice, or as the provision of legal services.

18. GOVERNING LAW

Background:

All One Net employee contracts are governed under the laws of British Columbia, Canada. Our employment contracts cover confidentiality, non-disclosure, intellectual property, assignment of rights and regulatory cooperation to protect our Clients. For congruency and alignment, we prefer our MSA to have the same governing law. Our US Clients such as Google and Uber have all agreed to British Columbia law for this reason.

Governing Law:

This Agreement will be governed by and construed and interpreted in accordance with the laws, excluding the conflict of law rules, applicable in British Columbia. Any matter regarding the interpretation and application of this Agreement, and all disputes arising under or in connection with this Agreement will be within the sole and exclusive jurisdiction of the courts of Victoria, British Columbia. The parties irrevocably covenant and agree not to commence any action or bring any claim in any other forum relating in any way to this Agreement.

19. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

20. FORCE MAJEURE

Neither party will be responsible to the other party for any delay in performance of, or failure to perform, this Agreement where such delay or failure is caused by circumstances beyond the reasonable control of the affected Party including, without limitation, causes including labour disruptions, war, natural disaster, or acts of God ("Force Majeure"). The affected party must notify the other party in writing upon the occurrence of the Force Majeure event. The affected party will be granted an extension of time in performance that is equitable in light of the cause of the delay, provided the affected party makes reasonable efforts to prevent, control, or limit the effect of the Force Majeure event. If the Force Majeure event continues beyond a period of three months, either party may terminate this Agreement upon written notice to the other.

21. NOTICES

All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile or transmission, by courier or overnight delivery service, or by certified mail, or by electronic mail (if to One Net, to legal@onenetinc.com), and in each instance will be deemed given upon receipt.

22. SURVIVAL

Sections 5, 6, 7, 8, 9, 11, 14, 16, 17, and 18 of this Master Service Agreement, any accrued but unpaid payment obligations, and any other sections of this Agreement which, by their terms or nature, are intended to survive termination or expiration of the Agreement, or are required to interpret surviving provisions, will continue in force indefinitely even after this agreement ends.

22. ENTIRE AGREEMENT

This Agreement, together with any SOW, constitutes the complete and exclusive understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.

23. ASSIGNMENT

Neither party may not assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except in the event of an acquisition or merger, in which case either party may assign this Agreement, together with any SOWs, without written consent of either party.

24. AMENDMENTS

No modification to this Agreement or SOW is effective unless in writing and signed by both parties.

25. HEADINGS & EXAMPLES

The headings and examples in this Agreement are for convenience only and will not limit or affect the meaning of the sections.

26. WAIVER

The waiver of any breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same other provisions hereof.

27. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. Either party may execute this Agreement by affixing to a digital copy of the same that party's electronic signature. An electronic or facsimile copy of this agreement shall be deemed to be an original copy of this Agreement.

28. SIGNATURES

The parties have signed this Agreement effective as of the Effective Date.

**HAYWOOD COUNTY TOURISM
DEVELOPMENT AUTHORITY (HCTDA)**

ONE NET CAPITAL INC.

Per:

Per:

Printed:

Printed:

Corrina Ruffieux

Dylan Touhey

Title:

Title:

Executive Director

CMO / Principal

Date:

Date: