



TERMS AND CONDITIONS  
EFFECTIVE DATE: 01/01/2024

Mission First Operations, LLC, is a Florida limited liability company (“MFO”). All current and future dealings and/or transactions between MFO or any of its divisions, related entities and/or successors in interest and any client, customer, or vendor, hereinafter referred to individually or collectively as (“Client”) or any entity related to said Client, shall be subject to the following Standard Terms and Conditions (“Terms and Conditions”) unless modified, in writing, by MFO, and said Terms and Conditions shall supersede any inconsistent terms and conditions submitted by the Client or any other individual or entity unless expressly accepted in writing by MFO.

**BY PURCHASING SERVICES OR OTHERWISE CONDUCTING BUSINESS WITH MFO (HEREINAFTER “SERVICES”) YOU ARE EXPLICITLY ACCEPTING AND AGREEING TO THESE TERMS AND CONDITIONS.**

These Terms and Conditions, as may be amended from time to time, and which are available for viewing on MFO’s website: [www.missionfirstops.com/terms](http://www.missionfirstops.com/terms)

**1. Orders.** Orders for Services must be accepted by MFO, in writing, and shall not be subject to cancellation or change in prices, specifications, schedules or other conditions agreed upon without MFO’s written consent, and then only upon agreement to compensate MFO for loss caused by such cancellation or change, including costs of reasonable profit.

**2. Invoice.** MFO may invoice the Client for Services prior to the date said Services are provided.

**3. Payment.** Terms of payment are as set forth on any invoice; however, in no case shall the terms exceed net thirty (30) days from the date of said invoice. No retainage will be allowed unless agreed to in writing by MFO. Any sum the Client owes under an invoice, but fails to pay when due, shall be subject to a finance charge computed by applying a monthly periodic rate of 1.5% (corresponding annual rate of 18%), or the highest rate permitted by applicable law, if less, to the adjusted balance of an account. Quotations expire thirty (30) days from the date issued and are subject to termination within that period. At its sole discretion, MFO may extend the validity of quotations beyond this thirty (30) day window.

**4. Term.** The term of engagement shall be for twelve (12) months. The engagement shall automatically renew for additional twelve (12) month terms, subject to a 5% increases per renewal term, unless otherwise terminated as permitted herein.

**5. Termination.** Client’s engagement may be terminated upon written notice provided to MFO no later than sixty (60) days prior to any renewal term, or by either Party after thirty (30) days’ notice for a material breach of any provision of the engagement, or any invoice, agreement and these Terms and Conditions. Upon early termination of the engagement, Client shall be responsible for the payment to MFO for MFO’s time and expenses incurred up to the termination date, as well as reasonable time and expenses to bring the engagement to a close in a prompt and orderly manner.

**6. Taxes.** All fees and other charges do not include any applicable federal, state, local sales, occupation, use, tariff,

excise or other similar taxes and/or duties, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by Client without deduction from the fees and charges hereunder.

**7. Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

**8. Force Majeure.** MFO shall not be liable for any loss, damage, failure, inability and/or delay in delivery or performance due to: the acts of any government; acts of civil or military authority; accidents; fires; wars; act of terrorism; insurrections; civil disorders; floods; pandemics; strikes; or other labor disturbances or difficulties; shortages of fuel or power; breakdowns of machinery; acts of G-d; acts of the Client; or any other cause beyond the control of MFO; and MFO shall have the right to cancel any order or pending work, or extend any delivery date, if one or more such contingencies prevent or delay performance hereunder.

**9. Services Provided by Others.** MFO shall not be responsible for products and/or services supplied by others. MFO offers no opinion of a professional nature, including, but not limited to, the preparation or approval of plans, opinions, reports or professional services provided by others.

**10. Electronic Communication.** Client recognizes and accepts the risks associated with communicating by e-mail, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless the Client requests in writing that MFO does not communicate by e-mail, Client assumes all responsibility or liability in respect of the risk associated with its use.

**11. LIMITED WARRANTY.** MFO warrants that it will perform services hereunder in good faith with qualified personnel in a competent and workmanlike manner in accordance with applicable industry standards. MFO disclaims all other warranties, representations, or conditions, either express or implied, including, without limitation, warranties, representations or conditions of merchantability or fitness for a particular purpose.

**12. Liability.** Client agrees that MFO shall not be liable to Client for any actions, damages, claims, fines, penalties, complaints, demands, suits, proceedings, liabilities, costs, expenses, or losses, whether in contract, statute, tort (including, without limitation, negligence) or otherwise, (collectively, “Claims”) in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to MFO under the engagement. In no event shall MFO be liable for consequential, special, indirect, incidental, punitive or exemplary damages, liabilities, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

**13. Remedies.** Upon the failure of the Client to make any payment when due under any invoice or to comply with all provisions of any invoice, any written agreement between the



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parties and these Terms and Conditions, MFO shall have the right to suspend or cancel Services to the Client or terminate any agreement with the Client, and the Client shall not have any cause of action or be entitled to any offset, counterclaim or recoupment against MFO by reason of such action. In addition to any remedies set forth in these Terms and Conditions, MFO shall be entitled to any and all rights and remedies available to it under law, and all rights and remedies available to MFO shall be cumulative. MFO shall be entitled to and the Client responsible for any attorney's fees and costs incurred in connection with the Client's incurred to collect any unpaid invoice or otherwise in enforcing these Terms and Conditions or any other written agreement between the parties.

**14. Confidentiality.** MFO agrees to handle all information provided by the Client with utmost care and confidentiality in accordance with applicable regulations and prescribed industry standards. However, if required by an appropriate government authority or regulations, MFO may have to divulge said confidential information but agrees, if permitted, to provide appropriate notice to the Client before doing so. Client will treat in confidence any information provided by MFO to Client, including but not limited to MFO methodologies, know-how, knowledge, application or software, and will not use or disclose any such confidential information of MFO to others.

**15. Change in Financial Condition.** The Client shall immediately inform MFO of any change in its financial condition or in the structure of its business entity, including, but not limited to, changes to bank accounts, mergers and/or acquisitions, asset purchases or sales, name changes, changes of officers, and any significant litigation to which the Client is a party, including pending and/or threatened actions, both civil and criminal, if such action will negatively impact the Client's ability to pay bills due to MFO. If the financial condition or the business structure of the Client at any time does not, in the sole judgment of MFO, justify the continuance of providing Services, MFO may cancel any part of any order then outstanding, and shall be entitled to payment for reasonable cancellations charges.

**16. Indemnification.** Client agrees to indemnify and hold harmless MFO and its affiliates, agents, and advisors, and their respective directors, officers, employees, agents and controlling persons (each such person is hereinafter referred to as an "Indemnified Party"), from and against any and all losses, claims, damages, liabilities and expenses whatsoever, joint or several, to which any such Indemnified Party may become subject under any applicable federal or state law of the United States of America or otherwise, caused by, relating to or arising out of these Terms and Conditions or the performance of the Services. The Client will reimburse any Indemnified Party for any expenses (including reasonable counsel fees and expenses) as they are incurred by an Indemnified Party in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not resulting in liability; provided, however, that at the time of such reimbursement the Indemnified Party shall have entered into an agreement with the Client whereby the Indemnified Party agrees to repay all such

reimbursed amounts if it is determined in a final judgment by a court of competent jurisdiction that the Indemnified Party is not entitled to indemnity from the Client. Notwithstanding the foregoing, the Client shall not be liable to any Indemnified Party under the foregoing indemnification provision to the extent that any loss, claim, damage, liability or expense results directly from any such Indemnified Party's willful misconduct or gross negligence, subject to the limitation that in no event shall the total contribution of all Indemnified Parties to all such losses, claims, damages, liabilities or expenses exceed the amount of fees actually received and retained by MFO hereunder.

**17. Non-Solicitation.** Except as otherwise agreed in writing, Client agrees that during the Term of the engagement, including any renewal, and for a period of twenty-four (24) months immediately following termination, regardless of the reason for termination, Client will not directly or indirectly hire, solicit, or recruit, or attempt to hire, solicit, or recruit, any current or former employee, contractor or consultant of MFO to leave their employment or contract with MFO, nor will Client contact any current or former employee, contractor or consultant of MFO, or cause an employee, contractor or consultant of MFO to be contacted, for the purpose of leaving employment with MFO. Any violation of this prohibition shall result in the payment of a one-time fee in the amount of four months of the most recent three-month average of monthly fees from Client to MFO due within ten (10) days of notice of the violation.

**18. Potential Conflicts of Interest.** MFO may accept or continue engagements on unrelated matters to MFO's engagement for Client in which MFO may act contrary to Client's interests even if those unrelated matters are materially and directly adverse to Client. In accordance with professional standards, MFO will not use any confidential information regarding Client in connection with its engagements with other clients, and will establish confidentiality and other safeguards to manage conflicts. In no event shall MFO be liable to Client or shall Client be entitled to a return of fees and disbursements incurred on behalf of Client or any other compensation whatsoever as a result of MFO accepting or continuing a conflicting engagement. When, in MFO's sole opinion there exist a conflict that cannot be adequately managed through the use of confidentiality and other safeguards, MFO shall be entitled to terminate the engagement for Client, without liability, immediately upon notice. Client will indemnify and hold harmless MFO and its partners, directors, officers, employees, agents and representatives from any Claim by any third party (including, without limitation, reasonable legal fees) that alleges that MFO was in a conflict of interest by providing services hereunder.

**19. Third-party services.** MFO may from time to time, and depending on circumstances, use certain third-party service providers, including offshore entities who employ foreign nationals, and transmit information to them in serving Client's account. For example, such transmissions might include, but are not be limited to, tax software providers for electronic filing, technical assistance, automated processing of tax forms, online backup services, and file-sharing services. MFO may share



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confidential information about Client with these service providers, but remain committed to maintaining the confidentiality and security of your information.

**20. Miscellaneous.** All clerical errors are subject to correction. None of the Client rights under these Terms and Conditions shall be assigned or transferred by the Client to any other person or entity, whether by operation of law or otherwise, without MFO's prior written approval. The failure of MFO to enforce any rights under these Terms and Conditions or any other written or oral agreement shall not constitute a waiver of any such rights, or any other rights, under these Terms and Conditions or otherwise. Any invoice, agreement and these Terms and Conditions, as set forth herein, or as changed or modified by written instrument executed by persons duly authorized by MFO and the Client, shall constitute the entire agreement between MFO and the Client. All of the provisions of these Terms and Conditions are separate and severable. If any of the provisions hereof are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, and if by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**21. Choice of Law; Venue; Waiver of Jury Trial.** ANY INVOICE OR AGREEMENT TO WHICH MFO IS A PARTY AND THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, NOTWITHSTANDING ANY CONFLICT OF LAW PROVISION TO THE CONTRARY. IN ADDITION, ALL DISPUTES ARISING UNDER ANY INVOICE, THE PERFORMANCE OF SERVICES, THESE TERMS AND CONDITIONS OR RELATED TO ANY DISPUTE BROUGHT BY ANY CLIENT IN WHICH MFO IS A NAMED PARTY SHALL BE RESOLVED IN THE STATE OR FEDERAL COURTS SITTING IN ORANGE COUNTY, FLORIDA. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO ANY ENGAGEMENT, PERFORMANCE OF SERVICES, INVOICE, THESE TERMS AND CONDITIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY.