

**Fill in this information to identify the case:**

Debtor Nearside Business Corp.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-10673

**Official Form 410  
Proof of Claim**

**04/22**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Bell Curve Agency</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. From whom? <u>Nearside</u>	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>Bell Curve Agency</u> <u>4460 REDWOOD HWY STE 16-535</u> <u>San Rafael, CA 94903, USA</u>	
	Contact phone _____	Contact phone _____
	Contact email <u>kelsie@kongbasile.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 3144 \_\_\_\_\_

7. How much is the claim? \$ 45,000. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Services performed by Bell Curve to Nearside acquired by Plastiq

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/29/2023  
MM / DD / YYYY

/s/Justin Setzer  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Justin Setzer  
First name Middle name Last name

Title Co-founder and CEO

Company Bell Curve Agency  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 634-7180 | International 001-310-823-9000

<b>Debtor:</b> 23-10673 - Nearside Business Corp.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Bell Curve Agency 4460 REDWOOD HWY STE 16-535  San Rafael , CA, 94903 USA <b>Phone:</b>  <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> kelsie@kongbasile.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> Yes, from Nearside	
<b>Basis of Claim:</b> Services performed by Bell Curve to Nearside acquired by Plastiq	<b>Last 4 Digits:</b> Yes - 3144	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 45,000	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Justin Setzer on 29-Jun-2023 11:50:40 a.m. Eastern Time <b>Title:</b> Co-founder and CEO <b>Company:</b> Bell Curve Agency		



# MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") dated as of December 15, 2021 (the "Effective Date") is entered into by and between the undersigned ("Client") and Bell Curve Agency Inc., a Delaware corporation ("Bell Curve").

WHEREAS, Client wishes to engage Bell Curve as an independent contractor for the purpose of providing the services (collectively, the "Services") set forth in each "Statement of Work", substantially in the form of Exhibit A attached hereto (each a "Statement of Work") on the terms and conditions set forth below; and

WHEREAS, Bell Curve wishes to provide the Services in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. DEFINITIONS

- 1.1. "Business" means the business of the Client as conducted by the Client during the term of this Agreement.
- 1.2. "Confidential Information" means any information provided by the Client or its customers or vendors to Bell Curve in connection with this Agreement and/or Bell Curve's work with the Client, whether orally or in writing, except to the extent such information (i) is available in the public domain; (ii) is independently developed by Bell Curve without access to or use of any Confidential Information; or (iii) is lawfully obtained by Bell Curve from a third party without violation of a confidentiality obligation to the Client. "Confidential Information" includes,

without limitation, any Developments and information related to any third party that is disclosed to Bell Curve during the course of Client's business.

- 1.3. "Developments" means any work product, including designs, business plans, correspondence (printed or electronic), inventions, improvements, software, works of authorship, information, know-how, or other materials made, conceived, reduced to practice or developed in whole or in part by Bell Curve during, or (if applicable) prior to, the term of this Agreement in connection with the Services or that relate to the Confidential Information or the Business.
- 1.4. "Intellectual Property Right(s)" means all intellectual property rights worldwide arising under statutory or common law, and whether or not perfected, including, without limitation, all (i) patents, patent applications and patent rights; (ii) rights associated with works of authorship including copyrights, copyright applications, and copyright registrations; (iii) rights relating to the protection of trade secrets and Confidential Information; (iv) any other proprietary rights relating to intangible property; (v) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired; and (vi) all goodwill associated with any of the foregoing.
- 1.5. "Inventions" means discoveries, developments, improvements, trade secrets, processes, formulas, data, lists, software programs, and all other works of authorship, mask works, ideas, concepts, know-how, designs, methodologies and techniques, whether or not any of the foregoing is or are patentable or registrable under copyright or any other intellectual property laws or industrial property laws in the United States or elsewhere.

## 2. ENGAGEMENT

- 2.1. Client hereby engages Bell Curve as an independent contractor, and Bell Curve accepts such engagement, to provide the Services in accordance with the applicable Statement of Work and the terms and conditions set forth herein. The Services shall be performed by Bell Curve's employees or contractors as agreed via the Statement of Work or email between Bell Curve and Client. For each assignment to be performed by Bell Curve hereunder, the parties shall complete and sign a Statement of Work and each such signed Statement of Work shall become a part of this Agreement. It is understood, however, that neither party is obligated to retain the services of, or furnish services to, the other until, unless, and only to the extent that a Statement of Work is signed by both parties.
- 2.2. In the event of a conflict between this Agreement and any Statement of Work, the terms of the Statement of Work shall govern and control.

## 3. SCOPE OF WORK

- 3.1. The scope of Services for each assignment shall be as described in the applicable Statement of Work, and shall include all materials, articles and other deliverables to be provided by Bell Curve (the "Work Product"). Changes to the

scope of Services under any Statement of Work shall not be effective unless and until agreed upon in writing by both parties.

#### 4. COMPENSATION

- 4.1. Bell Curve shall be paid for the Services and the Work Product in accordance with the applicable Statement of Work.
- 4.2. Client shall reimburse Bell Curve, in accordance with Bell Curve's normal invoice procedure, for all reasonable expenses arising from or relating to the Services, the Work Product, the Statement of Work and/or this Agreement unless otherwise set forth in the applicable Statement of Work.
- 4.3. Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of 1.5% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse Bell Curve for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Bell Curve does not waive by the exercise of any rights hereunder), Bell Curve shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts/fees when due hereunder and such failure continues for fourteen (14) days following written notice thereof.

#### 5. IP AND CONFIDENTIALITY

- 5.1. Ownership of Intellectual Property. Bell Curve hereby irrevocably assigns to Client, in each case without additional consideration, all right, title and interest throughout the world in and to the work product arising from this Agreement, including all Intellectual Property Rights therein. Client shall own all right, title and interest in and to the Developments, and shall be deemed to be the author of the Developments for copyright purposes. Any and all Intellectual Property Rights therein may be registered exclusively in the name of Client in the U.S. Copyright Office, the U.S. Patent and Trademark Office, and other similar registries in other countries. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Bell Curve hereby waives such Moral Rights and consents to any action of Client that would violate such Moral Rights in the absence of such consent. Bell Curve will confirm any such waivers and consents from time to time as requested by Client. To the extent that any right now or in the future existing in the Developments is not specifically granted to the Company by the terms of this Agreement, such right shall be deemed to have been granted hereunder, or, to the extent it may not be under applicable law, Bell Curve hereby grants to Client a perpetual, irrevocable, worldwide, fully paid license to use, reproduce, modify, distribute, publish, perform, display, and create derivative

works of such Developments and to sublicense any of the foregoing rights. Bell Curve agrees to execute such documents and instruments and otherwise cooperate with Client as deemed necessary by Client to perfect its rights in and to all Developments, including without limitation preparation and review of invention disclosures and patent applications in consultation with Client's patent counsel. Bell Curve agrees that, if Client is unable because of Bell Curve's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Bell Curve's signature for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to Client in this Agreement, then Bell Curve hereby irrevocably designates and appoints Client and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and on Bell Curve's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Bell Curve.

5.2. Confidentiality. Bell Curve agrees not to disclose any Confidential Information to any third party, except to parties designated by Client as being party to a confidentiality agreement with Client (provided Bell Curve complies with all procedures required under any such confidentiality agreement) or as may be expressly authorized in writing by Client, and to use the same degree of care to protect the confidentiality of the Confidential Information and to prevent its unauthorized use or dissemination as Bell Curve uses to protect Bell Curve's own confidential information of a similar nature. Bell Curve further agrees to use the Confidential Information only for purposes directly related to the performance of this Agreement. Upon request by Client, or termination or expiration of this Agreement, Bell Curve shall return to Client or destroy all Confidential Information. Bell Curve acknowledges that it will receive significant value and advantage as a result of the access to such Confidential Information, both old and new, which, if used improperly, would cause irreparable harm to Client and negatively impact the good will of Client.

5.3. Immunity Notice. Pursuant to 18 U.S.C. § 1833(b), Bell Curve will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a Federal, State, or local government official, or to an attorney; and (ii) for the sole purpose of reporting or investigating a suspected violation of law. Client understands that Bell Curve has the right to disclose trade secrets in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this agreement is intended to conflict with 18 U.S.C. § 1833(b).

## 6. REPRESENTATIONS AND WARRANTIES

6.1. Bell Curve hereby represents and warrants to Client as follows:



- 6.1.1. Bell Curve has the authority to enter into this Agreement and that this Agreement constitutes its legal, valid, binding and enforceable agreement;
  - 6.1.2. The Services shall be performed in a professional and workmanlike manner;
  - 6.1.3. Execution and performance of this Agreement (A) do not breach any agreement of Bell Curve with any third party, or any duty arising in law or equity, (B) do not violate any law, rule or regulation applicable to it and (C) are within its powers;
  - 6.1.4. Bell Curve (A) is in the business of providing similar services to meet the requirements of its clients and (B) has the qualifications, the experience and the ability to perform the Services.
- 6.2. Client hereby represents and warrants to Bell Curve as follows:
- 6.2.1. Client has the authority to enter into this Agreement and that this Agreement constitutes its legal, valid, binding and enforceable agreement;
  - 6.2.2. Execution and performance of this Agreement (A) do not breach any agreement of Client with any third party, or any duty arising in law or equity, (B) do not violate any law, rule or regulation applicable to it and (C) are within its powers;
  - 6.2.3. There are no legal actions pending or threatened against it that could interfere with the performance of its obligations under this Agreement;  
and
  - 6.2.4. Client shall use commercially reasonable efforts to notify Bell Curve of any changes to its procedures affecting Bell Curve's obligations under this Agreement at least thirty (30) days prior to implementing such changes.
  - 6.2.5. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 6.1 AND ANY WARRANTIES, SPECIFICATIONS OR REQUIREMENTS AS SET FORTH ON THE APPLICABLE STATEMENT OF WORK, THE SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND Bell Curve EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES, WORK PRODUCT AND MATERIALS PROVIDED TO CLIENT UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, Bell Curve PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE SERVICES AND WORK PRODUCT WILL MEET CLIENT'S REQUIREMENTS, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE.

## 7. INDEMNIFICATION

- 7.1. Bell Curve hereby indemnifies and holds harmless Client, and each of its officers, directors, contractors and employees (collectively referred to as the "Client Indemnitees"), and each of them, against and from any and all allegations, demands, claims, liabilities, damages, expenses, costs and reasonable attorneys' fees of any actual or threatened litigation arising out of a third party claim ("Client Claims"), arising out of any breach of any representation or warranty, negligent or wrongful acts or omissions of Bell Curve, its principals, employees, or agents, in connection with Bell Curve's performance of its obligations under this Agreement. If any Client Claim is made or any action or proceeding is brought against Client Indemnitees, or any of them, any such Client Indemnitee may, by notice to Bell Curve, require Bell Curve, at Bell Curve's expense, to resist such Client Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior approval of such Client Indemnitee.
- 7.2. Client hereby indemnifies and holds harmless Bell Curve, and each of its officers, directors, contractors, and employees (collectively referred to as the "Contractor Indemnitees"), and each of them, against and from any and all allegations, demands, claims, liabilities, damages, expenses, costs and reasonable attorneys' fees of any actual or threatened litigation arising out of a third party claim ("Contractor Claims"), arising out of any breach of any representation or warranty, negligent or wrongful acts or omissions of Client, its principals, employees, or agents, in connection with Client's performance of its obligations under this Agreement.. If any Contractor Claim is made or any action or proceeding is brought against Contractor Indemnitees, or any of them, any such Contractor Indemnitee may, by notice to Client, require Client, at Client's expense, to resist such Contractor Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior approval of such Contractor Indemnitee.

## 8. SOLICITATION OF EMPLOYEES AND CONTRACTORS

- 8.1. During the term of this Agreement and for a period of six months following completion of each Statement of Work (the "Restricted Period"), if Client hires any current employee or contractor of Bell Curve, Client shall pay Bell Curve a fee equal to fifteen percent (15%) of such employee or consultant's first year salary Client intends to pay such employee or consultant.

## 9. TERM AND TERMINATION

- 9.1. This Agreement shall become effective on the Effective Date and shall, unless terminated earlier pursuant to any of its express provisions, continue thereafter for a period of six (6) months (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive six (6) month terms, or for such shorter period as may result from termination pursuant

to an express provision hereof, unless either party provides written notice of nonrenewal at least sixty (60) days prior to the end of the then-current term (together with the Initial Term, the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement at any time with thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, and unless otherwise agreed in the applicable Statement of Work, any Services being performed under any Statement of Work that is in progress at the time of such termination shall continue as if this Agreement had not been terminated, and the terms hereof shall continue to apply to the Services and the Work Product contemplated under the applicable Statement of Work.

- 9.2. Client may terminate any Statement of Work (or part thereof), at any time for its convenience upon sixty (60) days' prior written notice to Bell Curve unless otherwise outlined in the Statement of Work. Client's sole obligation to Bell Curve in such event shall be to pay to Bell Curve (i) all amounts due and owing pursuant to the Statement of Work up to the effective date of termination, and (ii) the actual expenses reasonably incurred for any materials specially ordered by Bell Curve to perform the applicable Statement of Work, but which are not separately listed as expense items in the Statement of Work; provided that Client had been previously notified of these expenses and approved such expenses in writing prior to termination.
- 9.3. Either party may terminate any Statement of Work or this Agreement in full if the other party breaches the terms of such Statement of Work or this Agreement and such party fails to cure any such breach within fourteen (14) days of notice of such breach by the non-breaching party.
- 9.4. In addition to those Sections of this Agreement which by their nature are intended to survive any expiration or termination of this Agreement, Sections 5, 6.1, 6.2, 7, 8, 9.4 and 10 - 14 shall specifically survive any expiration or termination of this Agreement.

## 10. INDEPENDENT CONTRACTOR

- 10.1. Bell Curve enters into this Agreement as an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of joint venturers, partners, employer and employee, franchiser and franchisee, master and servant, or principal and agent. Bell Curve is not an agent of the Client and is not authorized to enter into discussions with third parties on the Client's behalf or make any commitments or enter into any agreements whatsoever on behalf of the Client or bind the Client in any way. Bell Curve shall be solely responsible for all taxes, withholdings and other similar statutory obligations, including without limitation, Worker' Compensation Insurance.

## 11. TAXES

- 11.1. Unless otherwise set forth in a Statement of Work or provided by law, Client shall be responsible for any sales or use taxes directly arising in connection with the Services and the Work Product. Bell Curve shall be solely responsible and liable

for all other compensation, taxes, benefits, charges, license fees, expenses and any other costs arising from or relating to the Services, the Work Product, any Statement of Work and/or this Agreement.

## 12. DISPUTE RESOLUTION

- 12.1. If any controversy, claim or dispute arising out of or relating to this Agreement, including the breach or interpretation of this Agreement or any Statement of Work (collectively, a "Dispute") is not resolved within thirty (30) days from the date that either party provides the other party with written notice of the existence thereof, then each party shall designate an executive who is authorized to investigate, negotiate and settle the Dispute. The executives shall exercise good faith efforts to settle the Dispute. If the executives do not resolve the Dispute within thirty (30) days (or an extended period if they so agree), then the parties shall resolve the Dispute in accordance with this Section 12.2. No court or other action pertaining to a Dispute shall be pursued unless this dispute resolution procedure has been exhausted. Nonetheless, either party at any time may pursue equitable relief before any court of competent jurisdiction in order to protect its intellectual property rights or Confidential Information.
- 12.2. Any Dispute that is not resolved in accordance with Section 12.1 shall be determined by, and subject to the exclusive jurisdiction of, the federal and state courts in Marin County, California and the parties agree to the personal and exclusive jurisdiction of these courts. The parties hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder and waive any defenses based upon inconvenient forum or jurisdiction. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY CLAIM OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR ANY STATEMENT OF WORK
- 12.3. In the event that either party institutes any legal suit, action or proceeding against the other party arising out of or relating to any Dispute, the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

## 13. LIMITATION OF LIABILITY.

- 13.1. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR A BREACH OF SECTION 5, OR WITH RESPECT TO ANY OBLIGATION UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER ENTITY FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY ANYONE OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND

ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Bell Curve'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY STATEMENT OF WORK, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO Bell Curve PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The essential purpose of this provision is to limit the potential liability of the parties arising out of this Agreement or a Statement of Work whether for breach of contract, negligence, or otherwise. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## 14. MISCELLANEOUS

- 14.1. Parties in Interest, Assignment. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Except as expressly provided in this Agreement, nothing contained in this Agreement is intended to confer upon any third party any rights, benefits or remedies of any kind or character whatsoever under or by reason of this Agreement. Neither party may assign this Agreement without obtaining the prior written consent of the other party.
- 14.2. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard its conflict-of-laws rules. The parties disclaim the United Nations Convention on Contracts for the International Sale of Goods, which shall not apply to this Agreement, any Statement of Work or the parties' performance hereunder.
- 14.3. Injunctive Relief. Each party acknowledges that for any breach of this Agreement by the other party for which monetary damages are not an adequate remedy, will entitle the non-breaching party to injunctive relief (including specific performance). The rights and remedies provided herein are cumulative and in addition to any other rights and remedies available at law or in equity.
- 14.4. Headings. All section headings are provided for convenience only, and shall not be used for purposes of construction of this Agreement.
- 14.5. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed to be modified so that it is valid and enforceable to the maximum extent permitted by law.
- 14.6. Notices. Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been fully given and received (i) when delivered in writing personally; (ii) when sent by confirmed telex or facsimile, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested,

postage prepaid; (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of such receipt; or (v) when delivered by electronic transmission to the electronic mail address or other proper electronic destination provided to the other party. All communications will be sent to the party's address as set forth herein, or at such address as the parties may later specify in writing for such purposes.

- 14.7. Entire Agreement. This Agreement, including all Statements of Work, exhibits or appendices, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.
- 14.8. Publicity. Bell Curve shall have the right to identify Client as a client and to use its logo on its website and in any other promotional materials. Subject to the foregoing, no publicity releases (including news releases and advertising or solicitation materials) or other public statements relating to this Agreement or the Services to be performed hereunder shall be issued or made by Bell Curve without the prior written approval of Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NEARSIDE BUSINESS CORP.  
PO Box 7775, PMB 68032,  
San Francisco, CA 94120-7775

Bell Curve Agency Inc.  
4460 Redwood Hwy Ste 16-535  
San Rafael, CA 94903

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ian Martins

Title: \_\_\_\_\_

Title: Managing Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A

## Statement of Work

This Statement of Work (“SOW”) is pursuant to and in accordance with the terms and conditions set forth in the Master Services Agreement (the “Agreement”) dated as of December 15, 2021 between NEARSIDE BUSINESS CORP. (“Client”) and Bell Curve Agency Inc., a Delaware corporation (“Bell Curve”). All capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Agreement.

### A. Scope of Services.

## **Paid Acquisition**

### **Project Summary:**

Optimize paid acquisition efforts: Build and manage ‘always on’ customer acquisition optimization.

### **Team**

VP - Growth Strategy

Growth Strategist

Campaign Manager

Designer

Copywriter

### **Cost**

\$15,000 or 10% of net media spend, whichever is greater per month.



## **Deliverables / Outcomes**

### **Campaign Execution**

We set up your accounts and ensure optimal hygiene. We build out campaigns, run tests, share learnings, and drive growth.

Tests & Experiments are run in week long sprints and we average 4-12 meaningful experiments per month.

### **Insights and Action**

- A one hour bi-weekly meeting/reporting cadence
  - Weekly for the first month.
- Real-time access to performance metrics
- Always-On Strategy. We pivot in real-time as required based on the performance of our efforts. This means updating the overarching growth and channel strategy as needed.

### **AI/ML Creative Platform Access - \* Optional based on source material**

Access to Pencil, a creative platform leveraging both artificial intelligence and machine learning.

Our team works on organizing and editing source materials. The creative platform builds the final output. Our team then curates the output of new creative ad units each month as needed.

### **What's in & Out of Scope**

#### **In Scope:**

- Up to 2 paid digital media channels
  - Additional channels require additional \$5k fees above floor \$15k.
- Ad copywriting iterations as required
- Iterative static design and editing work based on existing source material.

#### **Not In Scope:**

- Engineering / Developer time
  - Pixel/Tag implementation
  - Product side engineering
  - Landing Page Development
- Net-new creative production
  - This means no new images or videos will be produced. The work done here is all iterative based on existing source material

- Organic content posting & community management

## **Risks / Watch Outs / Caveats**

- Creative accounts for 50% of paid media success. Not having access to quality source materials (ad creative, videos, copy) will limit our ability to drive performance.
- Making paid media perform effectively can take a lot of time and money.
  - We will always be transparent with the process and our confidence level that any given channel will be effective at driving growth.

If the parties wish to modify the Scope of Work, Bell Curve and Client shall agree in writing (by email or otherwise) on the scope of work modifications (“SOW Modifications”), and the related fees and expenses. The terms and conditions of the Agreement and this SOW shall apply to any such SOW Modifications unless otherwise reflected in a separate SOW executed by the parties.

## **B. Fees.**

As full compensation for the Services and Work Product provided pursuant to the Agreement and this SOW, Client shall pay Bell Curve according to the following fee schedule:

- \$15,000 (USD) - Billed upon contract signing
- \$15,000 (USD) - *Billed 1st of each month in advance of services provided*

## **C. Payment Terms.**

Client shall pay all invoices within fifteen (15) business days after receipt of the applicable invoice.

If there is any dispute regarding an invoice, the parties shall work in good faith to resolve the dispute as soon as possible.

## **D. Acceptance.**

Bell Curve shall provide Client with a reasonable opportunity to inspect the Work Product at each milestone (if applicable) and upon completion of the Services for conformity with the requirements set forth in this SOW and Client’s specifications, at Client’s reasonable discretion.

Client shall promptly provide Bell Curve with its evaluation of all such Work Product, and in the event of any deficiencies, Bell Curve shall promptly correct such deficiencies. Upon correction of such deficiencies as determined by Client, Client shall provide Bell Curve with written notice that it has accepted the Work Product at a milestone and/or at completion ("Acceptance"). The parties shall continue this process until Acceptance has been achieved.

### E. Contract Manager.

Bell Curve shall appoint a primary contact to act as its authorized representative with respect to all matters pertaining to this SOW (the "Contract Manager"). Bell Curve shall not change the Contract Manager without the prior written consent of Client, which consent shall not be unreasonably withheld.

Contract Manager - Ian Martins

### F. Additional Terms and Conditions.

The minimum term of the statement of work is for six (6) months.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NEARSIDE BUSINESS CORP.  
PO Box 7775, PMB 68032,  
San Francisco, CA 94120-7775

Bell Curve Agency Inc.  
4460 Redwood Hwy Ste 16-535  
San Rafael, CA 94903

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Ian Martins

Title: Managing Partner

Date: \_\_\_\_\_



**Bell Curve Agency Inc.**  
**A/R Aging Detail**  
As of June 14, 2023

	<b>Date</b>	<b>Transacti on Type</b>	<b>Num</b>	<b>Customer</b>	<b>Due Date</b>	<b>Amount</b>
<b>91 or more days past due</b>						
	10/12/2022	Invoice	1146	NEARSIDE BUSINESS CORP.	10/27/2022	15,000.00
	12/15/2022	Invoice	1171	NEARSIDE BUSINESS CORP.	12/15/2022	15,000.00
	12/16/2022	Invoice	1173	NEARSIDE BUSINESS CORP.	12/16/2022	15,000.00
<b>Total for 91 or more days past due</b>						<b>\$ 45,000.00</b>
<b>TOTAL</b>						<b>\$ 45,000.00</b>

Wednesday, Jun 14, 2023 12:30:25 PM GMT-7

**Open  
Balance**

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15,000.00

15,000.00

15,000.00

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**\$ 45,000.00**

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**\$ 45,000.00**