



Master Services Agreement

Version 1.1 · Published October 15, 2026

This Master Services Agreement (the "Agreement") is between Voltr, Inc. , a Delaware corporation with its principal place of business at 800 Johnson St, North Andover, MA 01845 ("Voltr"), and the client named in the applicable Statement of Work ("Client"), effective as of the Effective Date of the first Statement of Work. Voltr and Client are each a "Party" and together the "Parties."

1. Structure and Platform Terms. The services, fees, and term for each engagement are set out in one or more Statements of Work (each an "SOW"), each incorporated into and governed by this Agreement. An SOW controls as to scope, fees, and term; this Agreement controls in all other respects. Use of the Voltr platform is subject to the Terms of Service at getvoltr.com/termservice, incorporated by reference; as to platform use, data, and content licensing the Terms of Service control, and as to the Services and fees this Agreement controls.

2. Services. Voltr will provide the creator marketing services described in the SOW, which may include creator recruitment and training, operation of Client's TikTok Shop and affiliate program, content coordination and review, paid media management on Meta and/or TikTok, reporting, and access to the Voltr platform (the "Services"), performed in a professional manner consistent with industry standards. At the end of an SOW's Initial Term, the Parties will review performance and determine how to proceed, including any extended term or revised pricing (Review & Renewal).

3. Term and Termination. This Agreement continues until terminated. Each SOW runs for its stated Initial Term and then month-to-month; after the Initial Term, either Party may terminate an SOW for convenience on thirty (30) days' written notice. Either Party may terminate this Agreement or any SOW for material breach not cured within fifteen (15) days of written notice. Fees accrued through termination remain payable. Termination of an SOW does not terminate this Agreement.

4. Fees and Payment. Client will pay the fees in the applicable SOW. Retainer fees are invoiced monthly in advance and due within seven (7) days of invoice unless the SOW states otherwise; paid media management fees are calculated on the prior month's managed advertising spend and invoiced monthly. Performance fees are calculated on the prior month's attributed GMV and invoiced monthly in arrears. The following pass-through costs are Client's responsibility and are not included in Voltr's fees: (a) product samples and shipping; (b) affiliate and creator commissions; and (c) advertising spend, which runs through Client's own accounts. Overdue amounts accrue interest at 1.5% per month or the maximum lawful rate, whichever is less, and Voltr may suspend Services while any undisputed amount is more than fifteen (15) days past due. Fees exclude applicable taxes and are nonrefundable.

5. Client Responsibilities. Client will (a) keep product in stock; (b) ship samples to approved creators within three (3) business days; (c) fund affiliate commissions and the monthly sample allotment stated in the SOW; (d) provide product assets, approved claims, and brief inputs; (e) provide reasonable access to its TikTok Shop, Shopify, Meta, and related accounts; (f) fund advertising spend through its own accounts; and (g) respond to approval requests promptly. Client will comply with applicable law, including CAN-SPAM, TCPA, and CCPA, and will not direct spam, false advertising, or promotion of regulated products without prior approval. Client acknowledges that delays in the foregoing may affect delivery of the Services.

6. Content and Intellectual Property. Client retains all rights in its trademarks, products, and pre-existing materials. Content produced by creators ("Creator Content") is subject to the usage rights obtained from creators; Creator Content is licensed to Client on the terms in the Terms of Service, which grant Client a worldwide, non-exclusive, transferable, sublicensable license for the full duration of the applicable intellectual property rights, for organic and paid use. Creators may separately authorize use of their handles for Partnership Ads under the Terms of Service; where a creator provides that authorization, Client may run approved Creator Content from that creator's handle, subject to the scope and duration of the authorization and the applicable platform permissions. Voltr retains all rights in the Voltr platform, methodologies, tools, and aggregated data. Client grants Voltr a limited license to use Client's marks and materials solely to perform the Services and permission to identify Client as a customer.

7. Advertising Accounts and Data. Advertising runs through Client's own accounts. Client owns its advertising accounts, pixels, and first-party data; Voltr will have access as reasonably necessary to perform the Services.

8. No Guarantee of Results. Voltr will use commercially reasonable efforts but does not guarantee any particular sales, revenue, return on advertising spend, creator participation, or other results, which depend on factors outside Voltr's control, including platform policies, Client's product and pricing, and market conditions.

9. Confidentiality. Each Party will keep the other's non-public information confidential, use it only to perform under this Agreement, and protect it with reasonable care during the term and for two (2) years thereafter, excluding information that is or becomes public through no fault of the receiving Party, was already known to it, or is independently developed or lawfully obtained from a third party.

10. Independent Contractor. Voltr is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship.

11. Limitation of Liability. Neither Party is liable for indirect, incidental, consequential, special, or punitive damages or lost profits arising out of this Agreement. Voltr's total aggregate liability will not exceed the greater of the fees paid by Client in the twelve (12) months preceding the event giving rise to the claim or one hundred dollars (\$100).

12. Indemnification. Each Party will defend and indemnify the other against third-party claims arising from its material breach of this Agreement. Client will additionally defend and indemnify Voltr against third-party claims arising from Client's products, product claims, or materials furnished to Voltr.

13. Governing Law and Disputes. This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. Any dispute arising out of or relating to this Agreement will be resolved by mandatory, binding, individual (not class) arbitration in Wilmington, Delaware, consistent with the Terms of Service, and the Parties waive class actions and jury trial to the extent permitted by law.

14. General. This Agreement and all SOWs are the entire agreement regarding their subject matter and supersede prior discussions. Amendments must be in writing signed by both Parties. Neither Party may assign this Agreement without consent, except in a merger or sale of substantially all assets. If any provision is unenforceable, the remainder stays in effect. This Agreement may be executed in counterparts and by electronic signature. Notices to Voltr may be sent to contact@getvoltr.com.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) below.

VOLTR, INC.

By: _____
Name: Jake Elbeery
Title: CEO
Date: _____

CLIENT: _____

By: _____
Name: _____
Title: _____
Date: _____