

PLAYING CARDS KEEPSAKE AGREEMENT

This Agreement (the "Agreement") is made between MAC BUSINESS HOLDINGS d/b/a YEAR ON DECK (the "Keepsake") located at 1516 E Tropicana Road, Suite #240-2, Las Vegas, Nevada 89119 and (the "Organization").

RECITALS

****WHEREAS****, the Keepsake Partner specializes in Year on Deck playing cards keepsake creation, and community engagement,

****WHEREAS****, the Organization wishes to engage the Keepsake Partner to provide specialized managerial, marketing, and keepsake services to aid in fulfilling the objectives of the Organization.

****THEREFORE****, in consideration of the mutual covenants, conditions, and promises herein, the parties agree as follows:

1. Services

- a) Keepsake Partner will manage and produce a Year on Deck keepsake edition, which involves designing and selling customized Year on Deck playing cards. The target audience will include the Organization's students, faculty, staff, and other interested parties.
- b) Periodically, the Keepsake Partner will offer advisory counsel and technical support for the Organization. This also includes designing and producing promotional materials, an operation dashboard, and a Voting app.
- c) Keepsake Partner shall abide by all relevant laws and maintain regular communication with the Organization regarding the project's status.

2. Compensation

The compensation model is as follows:

- 100 to 499 decks: \$15.00 per deck.
- 500 to 999 decks: \$11.32 per deck.
- 1000 to 1499 decks: \$10.28 per deck.
- 1500+ decks: \$10.00 per deck.

3. Project Expenses

The Keepsake Partner will bear all project-related expenses without reimbursement from the Organization.

4. Duties of the Organization

The Organization will provide all pertinent information and facilitate communication as reasonably necessary.

5. Representations and Warranties

Both parties provide warranties and representations concerning their respective legal standings and compliance with relevant laws.

6. Limited Liability and Indemnification

Both parties mutually restrict their liability concerning the services rendered and commit to shield each other from certain designated claims.

7. Confidentiality

Keepsake Partner shall maintain confidentiality regarding the Organization's proprietary information.

8. Independent Contractor Status

Keepsake Partner is an independent contractor and may not claim employee benefits.

9. Term and Termination

The Agreement commences upon signature and can be terminated under specified conditions.

10. Notices

All official notices must be in writing and sent via certified mail.

11. Assignment

Rights under this Agreement are not transferable by the Keepsake Partner.

12. Entire Agreement

This document constitutes the full Agreement between both parties.

13. Validation of Terms

Both parties acknowledge their understanding of this Agreement.

14. Waiver of Breach

Waiver of breach by either party does not constitute a waiver of future breaches.

15. Severability

Any invalid provisions do not affect the rest of the Agreement.

16. Attorney's Fees and Costs

The losing party in any legal dispute will bear the costs.

17. Arbitration

Disputes will be settled by arbitration through the American Arbitration Association.

18. Governing Law

The laws of the State of Nevada govern this Agreement. IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates listed below.

MAC Business Holdings, LLC d/b/a Year on Deck (Keepsake)

By: Marcellus Curtis Date: _____

Title: CEO

_____ (Organization)

By: _____ Date: _____

Title: _____