

Mastermind Group Ventures LLC. (a.k.a “Master Vision 3D Tour Services”)

TERMS AND CONDITIONS | August 14 | 2020

DEFINITIONS

By using the “Master Vision” 3D Virtual Tour service, “You” “Your” means the Customer entering into a Service Contract with Mastermind Group Ventures LLC. all of your agents, affiliates, and employees.

“Service Contract” means the contract for services entered into between You and Mastermind Group Ventures LLC.

“3D Virtual Tour” or “3D Showcase” means an application, using the Positional Technology and WebGL or other technologies as specified by Matterport now or in the future, that displays Showcase Imagery within a Standard 3D Model to enable a user to navigate through a virtual depiction of a particular space through a Web browser or mobile application.

“Positional Technology” means Matterport’s proprietary technology that specifies the location of Digital Objects. “Digital Objects” means digital files or metadata such as visual files, annotations, digital media, or other information, which can be displayed in specified locations within a Standard 3D Model.

“Showcase Imagery” means imagery that combines Digital Objects generated on the Matterport Portal, in whole or in part, with a standard 3D model.

AUTHORIZED USER

As a customer of Mastermind Group Ventures LLC. you will be considered an authorized user of Matterport Inc. for all intents and purposes. As an authorized user you must comply with all the applicable terms and conditions of the [Matterport Terms of Use](#). Any breach of the Matterport Agreement will be considered a breach by You, and you will indemnify Mastermind Group Ventures LLC. for the resulting breach.

SHOWCASE IMAGERY COPYRIGHTS

Mastermind Group Ventures LLC. will own the copyrights in all Showcase Imagery. Matterport Inc. will own all digital copies of Showcase Imagery, and You shall only access the Imagery as permitted by Mastermind Group Ventures LLC. and/ or Matterport Inc.

PERMISSION TO USE

You may allow, and are encouraged to allow, third parties to view any of Your Standard 3D Models or 3D Showcases: (a) Directly on the Matterport Portal; (b) in the form of a screen shot of fly-through video file that is captured through functionality provided on the Matterport Portal and/or through third-party screen capture software; (c) on an .OBJ file exported in accordance with Section 7.7 of the [Matterport Agreement](#); or (d) through a link to the Matterport Portal provided by Matterport; provided that Matterport may, but is not obligated to, provide support to any such third parties.

STORAGE, SECURITY, TRANSMISSION

You acknowledge that certain servers and databases are maintained on behalf of Mastermind Group Ventures LLC., by or on behalf of Matterport to store Raw Camera Imagery, Showcase Imagery, Derived Imagery and other data processed by the Matterport Portal, and that Matterport may keep such information indefinitely or delete it following the expiration of the time period set forth in the Service Contract or the Matterport Agreement. You acknowledge that no security measure can guarantee against compromise, and Matterport does not guarantee that the servers and databases underlying the Matterport Portal will not experience any such compromise. You also acknowledge that the Showcase Imagery transmitted by Mastermind Group Ventures LLC. and/ or Matterport Inc. to and from You and Authorized 3rd parties via the internet and other technologies, and that such transmissions cannot be made to be 100% secure or free from risk of compromise.

TECHNICAL SUPPORT SERVICES

Mastermind Group Ventures LLC., is a licensed user of Matterport, Inc. 3D technology and is has access to

Matterport's portal. Mastermind Group Ventures LLC. will maintain the required licenses with Matterport, Inc. for the duration of this Contract. Mastermind Group Ventures LLC. will work with Matterport, Inc. to ensure that Customer's 3D showcase is operating properly, to the extent that Mastermind Group Ventures LLC. is performing the Services above. Technical support for Matterport technology, including

Matterport 3D showcase will be provided by Matterport. Matterport will use commercially reasonable efforts to keep the Matterport Portal operational, exclusive of downtime necessary for scheduled and emergency maintenance.

USAGE DATA AND DERIVED DATA

You acknowledge that Mastermind Group Ventures LLC. and/ or Matterport may aggregate some of the data collected with similar information collected from other Matterport 3D Vision Systems users, and may share that information with third parties; provided however, that any such information shared will not identify You individually.

PRIVACY

Mastermind Group Ventures LLC. and/ or Matterport may use certain information collected through Matterport Portal as set forth in [Matterport's Privacy Policy](#) Through your use of the Matterport Portal, You consent to the collection and use of information Matterport, its service providers, and Mastermind Group Ventures LLC. collect from You, including the transfer of this information within and between the United States and/ or other countries for storage, processing, and use my Mastermind Group Ventures LLC. and Matterport, its affiliates and service providers, and third parties with which it has strategic relationships. By providing Your mobile number, You expressly consent to receive direct dial calls, autodialed calls, and prerecorded calls, and text messages from Mastermind Group Ventures LLC. and/or Matterport relating to our product and services at that number.

NO WARRANTY & LIMITED WARRANTY

THE MATTERPORT PORTAL IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. MATTERPORT DISCLAIMS, ON BEHALF OF ITSELF AND ITS AFFILIATES AND LICENSORS, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MATTERPORT DOES NOT REPRESENT OR WARRANT THAT THE MATTERPORT PORTAL WILL MEET YOUR NEEDS OR REQUIREMENTS, THAT ANY CONTENT GENERATED BY THE MATTERPORT PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR THAT ANY DEFECTS IN THE MATTERPORT PORTAL WILL BE CORRECTED.

LIMITED WARRANTY

Mastermind Group Ventures LLC. shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Mastermind Group Ventures LLC.’s community and region, and will provide a standard of care equal to, or superior to, case used by service providers similar to Mastermind Group Ventures LLC. on similar projects. Mastermind Group Ventures LLC. provides NO WARRANTY that the Matterport portal will be operational and will be able to satisfy the Customer’s needs under this Contract. This includes, but is not limited to, that the use of the Matterport portal will be uninterrupted, timely, secure, free from error, or that any defects in the Matterport portal will be corrected.

WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”) developed in whole or in part by Mastermind Group Ventures LLC. in connection with the Services will be the exclusive property of Mastermind Group Ventures LLC., and/or Matterport, Inc.. Upon request, the Customer will have executed, all documents necessary to confirm or perfect the exclusive ownership of Mastermind Group Ventures LLC. to the Work Product.

CONFIDENTIALITY

Mastermind Group Ventures LLC, and its employees, agents, or representatives will not at any time or in any matter, either directly or indirectly, use for the personal benefit of Mastermind Group Ventures LLC, or divulge disclose or communicate in any manner, any information that is proprietary to the Customer. Mastermind Group Ventures LLC and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after termination of this Contract.

Mastermind Group Ventures LLC, and its employees, agents, or representatives may disclose the Customer's information as is necessary to fulfill the terms of this Contract and/ or to fully perform under this contract.

Any oral or written waiver by the Customer of these confidentiality obligations which allows Mastermind Group Ventures LLC to disclose the Customer's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect on all other occurrences.

DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days (10) from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE

If performance of this Contract of any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, or other labor disputes, or supplier failures or service providers (including Matterport, Inc.). The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION

Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding Arbitration in accordance with the then- current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and

the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place in the County of Henrico . All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any Virginia court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of Virginia.

NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ATTORNEY'S FEES TO PREVAILING PARTY

In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in trial court and on appeal.

CONSTRUCTION AND INTERPRETATION

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties with mutual effort.

INDEMNIFICATION

You acknowledge that by providing You access to the Matterport Portal, Mastermind Group Ventures and/ or Matterport does not assume any responsibility or liability for any risks associated with Your business. You shall defend, indemnify and hold harmless Mastermind Group Ventures LLC. and/ or Matterport, its affiliates, and their respective officers, directors, employees, and representatives from and against all claims by any third party arising out of or relating in any way to the conduct of Your business or the use of or inability to use the Matterport 3D Vision System, and all associated losses, costs, damages, and settlements, including reasonable legal fees and expenses. In the event of a claim report of which Mastermind Group Ventures LLC. seeks indemnification from you, Mastermind Group Ventures LLC. will promptly notify You in writing of the claim, cooperate with You in defending or settling the claim at Your expense, and allow You to control the defense and settlement of the claim, including the selection of attorneys; provided, however, that You shall not settle any claim unless such settlement completely and forever releases the indemnified Mastermind Group Ventures LLC. party from all liability with respect to such claim or unless the indemnified Mastermind Group Ventures LLC. party consents to such settlement in writing.

TERMINATION

You may terminate this Agreement and Service Contract at any time upon 30 days prior written notice to Mastermind Group Ventures LLC.. Mastermind Group Ventures LLC. may terminate this Agreement and Service Contract at any time if You have failed to pay any fee when due, Mastermind Group Ventures LLC. may also terminate this agreement prior to the Service Contract date if You have committed any other material breach of this Agreement or Service Contract and failed to cure the material breach within 10 days after receiving written notice of the breach from Mastermind Group Ventures LLC..

INVALIDITY; SEVERABILITY

This Agreement shall not be construed against either party. If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

LIMITING LIABILITY

BY SIGNING THIS AGREEMENT, OR BY OTHERWISE ACCESSING OR USING THE MASTERMIND GROUP VENTURES LLC. (i.e. Master Vision) WEBSITE OR PORTAL, YOU SIGNIFY YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO SUCH TERMS, CONDITIONS AND/ OR NOTICES, YOU MAY NOT ACCESS OR USE THE MASTERMIND GROUP VENTURES LLC. WEBSITE OR PORTAL, OR THE MATTERPORT WEBSITE OR PORTAL.

Mastermind Group Ventures LLC. reserves the right to revise any portion of this Contract in its sole discretion at any time and without prior notice to the Customer by updating this posting, such changes to be effective prospectively. Thus, Customers should visit the Mastermind Group Ventures LLC. web page at www.mastervisionrva.com for changes. If the Customer disagrees with any changes to this Contract, the Customer's sole remedy is to discontinue the Customer's use of the Service.

The Customer's continued use of the Service after a change has been posted constitutes the Customer's acceptance of the change thereafter.

IN NO EVENT WILL MASTERMIND GROUP VENTURES LLC. OR MATTERPORT OR ITS AFFILIATES OR LICENSORS BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST DATA, LOSS OF BUSINESS; GOODWILL OR REPUTATION, OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND, EVEN IF MATTERPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF MASTERMIND GROUP VENTURES LLC. OR MATTERPORT AND ITS AFFILIATES AND LICENSORS UNDER THIS AGREEMENT FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT, CONTRACT, NEGLIGENCE AND STRICT LIABILITY, EXCEED THE AMOUNTS

PAID TO Mastermind Group Ventures LLC. BY YOU UNDER THE SERVICE CONTRACT.

Mastermind Group Ventures LLC.

3D VIRTUAL TOUR SCAN CONTRACT | December 31st | 2015

This Contract ("Contract") for Services is made effective as of _____, by and between _____ ("Customer") located at _____, and Mastermind Group Ventures LLC. located at 1806 Summitt Avenue, Suite 300 # 1014, Richmond, Virginia 23230.

SECTION 1. DESCRIPTION OF SERVICES

Beginning on _____, Mastermind Group Ventures LLC will provide the Customer with a 3D virtual tour scan where images will be captured and created for a Matterport 3D showcase tour. The Services provided to the Customer by Mastermind Group Ventures LLC will include one of the following packages:

Pricing for a 3D tour scan is based on SqFt and options" SqFt prices are as follows:

Packages:

- ☐ Package 1 - 3D Virtual Tour Production - 0-1000 Sq. ft. **\$79**
- ☐ Package 2 - 3D Virtual Tour Production - 1001-1500 Sq. ft. **\$99**
- ☐ Package 3 - 3D Virtual Tour Production - 1501-2500 Sq. ft. **\$129**
- ☐ Package 4 - 3D Virtual Tour Production - 2501-3500 Sq. ft. **\$149**
- ☐ Package 5 - 3D Virtual Tour Production - 3501-4500 Sq. ft. - **\$249**
- ☐ Package 6 - 3D Virtual Tour Production - 4501-5500 Sq. ft. **\$299**
- ☐ Package 7 - 3D Virtual Tour Production - 5501-7000 Sq. ft. **\$359**
- ☐ Package 8 - 3D Virtual Tour Production - 7001+ Sq. ft. **\$359***
***(0.10/Sq ft over 7000)**

Add-Ons

- ☐ Schematic B&W Floor Plan **\$59**
- ☐ 4K Photos for MLS from our 3D Camera **\$49**
- ☐ Promotional Video of Property **\$20**
- ☐ Full Mattertag™ Post Service **\$10**

All 3D Tour Packages listed above will include the following:

- *3D Matterport Scanning Branded and MLS friendly Single Property
- *Site with property details and agent info (branded)
- *Dollhouse View
- *Virtual Walk Through Tour Overhead Floor Plan Highlight Reel
- *Matterport Direct URLs
- *6 Months of hosting free. (\$60/yr thereafter)
- *First five Mattertag™ posts free

TECHNICAL SUPPORT SERVICES. Mastermind Group Ventures LLC, is a licensed user of Matterport, Inc.

3D technology has access to Matterport's portal. Mastermind Group Ventures LLC will maintain the required licenses with Matterport, Inc. for the duration of this Contract. Mastermind Group Ventures LLC. will work with Matterport, Inc. to ensure that the Customer's 3D showcase is operating properly, to the extent that Mastermind Group Ventures LLC is performing the Services above.

Technical support for Matterport technology, including Matterport 3D showcase will be provided by Matterport. Matterport will use commercially reasonable efforts to keep the Matterport Portal operational, exclusive of downtime necessary for scheduled and emergency maintenance.

SECTION 2. PAYMENT, DEPOSIT, FEES AND COSTS

Payment shall be made to Mastermind Group Ventures LLC, 1806 Summit Avenue, Suite 300 # 1014, Richmond, Virginia 23230.

The Customer agrees to pay Mastermind Group Ventures LLC as follows:

FEES. Rescheduling of the 3D virtual tour scan requires 24 hours notice.

If the Customer reschedules the 3D virtual tour scan less than 24 hours in advance there will be a twenty-five dollar (\$25.00) rescheduling fee.

COSTS. Total cost of services provided by Mastermind Group Ventures LLC to the Customer will be determined by the total square footage and additional options chosen in SECTION 1.

PAYMENT. Payment in full is due upon completion of the 3D virtual tour scan. Following full payment, the Customer receives the iframe embedded code and URL of the virtual tour from Mastermind Group Ventures LLC.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 10 percent per year, or the maximum percentage allowed under applicable Virginia laws, whichever is less.

If the Customer fails to pay in full within 10 days from the time payment is due, Mastermind Group Ventures LLC will remove the Customer's access to the 3D virtual tour, iframe emended codes, URL's, and all other access to Matterport and the virtual tour, until the Customer pays the full amount due.

The Customer shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Customer fails to pay for the Services when due, Mastermind Group Ventures LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/ or seek legal remedies.

SECTION 3. TERMS

This contract will terminate:

_____ 1) automatically at the end of the period for which Mastermind Group Ventures LLC will provide hosting of the Customer's Matterport 3D showcase, as described in SECTION 1.

_____ 2) automatically on _____, 20____.

_____ 3) upon the sale of the Customer's property as described in SECTION 1.

SECTION 4. WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Mastermind Group Ventures LLC in connection with the Services will be the exclusive property of Mastermind Group Ventures LLC, and/or Matterport, Inc. Upon request, the Customer will have executed all documents necessary to confirm or perfect the exclusive ownership of Mastermind Group Ventures LLC to the Work Product.

SECTION 5. CONFIDENTIALITY

Mastermind Group Ventures LLC, and its employees, agents, or representatives will not at any time or in any matter, either directly or indirectly, use for the personal benefit of Mastermind Group Ventures LLC, or divulge, disclose or communicate in any manner, any information that is proprietary to the Customer. Mastermind Group Ventures LLC and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after termination of this Contract.

Mastermind Group Ventures LLC, and its employees, agents, or representatives may disclose the Customer's information as is necessary to fulfill the terms of this Contract and/ or to fully perform under this contract.

Any oral or written waiver by the Customer of these confidentiality obligations which allows Mastermind Group Ventures LLC to disclose the Customer's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect on all other occurrences.

SECTION 6. LIMITED WARRANTY

Mastermind Group Ventures LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Mastermind Group Ventures LLC's community and region, and will provide a standard of care equal to, or superior to, case used by service providers similar to Mastermind Group Ventures LLC on similar projects.

Mastermind Group Ventures LLC provides NO WARRANTY that the Matterport portal will be operational and will be able to satisfy the Customer's needs under this Contract. This includes, but is not limited to, that the use of the Matterport portal will be uninterrupted, timely, secure, free from error, or that any defects in the Matterport portal will be corrected.

SECTION 7. DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

SECTION 8. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contracts by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days (10) from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

SECTION 9. FORCE MAJEURE

If performance of this Contract of any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures or service providers (including Matterport, Inc.). The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance

and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

SECTION 10. ARBITRATION

Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding Arbitration in accordance with the then- current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place in the COUNTY OF HENRICO, VIRGINIA. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any Virginia court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

SECTION 11. TERMS AND CONDITIONS

This Contract is subject to, includes, and encompasses, the Terms and Conditions to this Contract. Mastermind Group Ventures LLC will provide the Customer, in writing, the Terms and Conditions. By signing this Contract, and entering into this agreement, the Customer admits that the Customer has read, understands, and accepts the Terms and Conditions.

I HAVE BEEN PROVIDED, IN WRITING, THE TERMS AND CONDITIONS OF THIS CONTRACT. I HAVE READ THE TERMS AND CONDITIONS. I UNDERSTAND THE

TERMS AND CONDITIONS. I ACCEPT THE TERMS AND CONDITIONS TO BE INCLUDED AS PART OF THIS CONTRACT.

Date: _____

Customer name: _____

Customer Signature: _____

SECTION 12. ENTIRE AGREEMENT

This Contract along with the TERMS AND CONDITIONS, contain the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SECTION 13. SEVERABILITY

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

SECTION 14. AMENDMENT

This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

SECTION 15. GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of Virginia.

SECTION 16. NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

SECTION 17. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SECTION 18. ATTORNEY'S FEES TO PREVAILING PARTY

In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in trial court and on appeal.

SECTION 19. CONSTRUCTION AND INTERPRETATION

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties through mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above _____, _____ for the Customer, and Adolph White Jr., President of Mastermind Group Ventures LLC., effective as of the date first above written.

Service Recipient: _____

By: _____ Customer Name:

Service Provider: Mastermind Group Ventures LLC

By: _____