

Melo, LLC

Wedding Photo-Video Contract Terms and Conditions

NOTE: THIS CONTRACT CONTAINS A MANDATORY ARBITRATION CLAUSE IN SECTION 29. PLEASE READ CAREFULLY.

1. By checking the boxes next to each Client name and by clicking the Process Payment button, each Client identified on the Process Payment webpage (collectively, "Client") and Melo, LLC ("Melo") enter into this Wedding Photography & Videography Contract ("Contract") to protect both Client and Melo and to confirm the understanding and agreement of the parties. To the extent Client's selected package does not include certain services or features, such as videography or a Photobooth, the provisions hereof related to such services or features shall not apply. This Contract supersedes and replaces all previous understandings, agreements or contracts, written or verbal, between Melo and the Client. Any modification of this Contract will not be valid unless made in a writing signed or acknowledged by both parties. Client and Melo agree that digital or electronic signatures shall be binding on the parties and sufficient to execute, negotiate and finalize this Contract. If Client wishes to purchase any service or product made available through www.melophotoandvideo.com (the "Site") (each such purchase, a "Transaction"), Client may be asked to supply certain information relevant to your Transaction including, without limitation, Client's credit card number, the expiration date of the credit card, Client's billing address, and Client's shipping information. EACH CLIENT REPRESENTS AND WARRANTS THAT EACH CLIENT HAS THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, each Client grants to Melo the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by Client or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

2. The deposit, payment schedule, times, dates, locations, and other important information specified on the Process Payment webpage and in Client's account webpage at www.melophotoandvideo.com are incorporated into and made part of this Contract. The total

consecutive hours specified in the Contract are consecutive and cannot be stopped, paused or extended once the photographer(s) and/or videographer(s) begin shooting. Time spent in travel from one location to another and time spent eating meals does not stop, pause or extend the total consecutive hours. The hours indicated for the lead photographer and/or lead videographer shall run concurrently with the hours indicated for the associate photographer and/or associate videographer. There shall be no staggering of the hours indicated for the lead and associate photographer and videographer. In addition, the hours indicated for each of the principal and associate photographers and videographers cannot be modified or transferred from one to another. If payments are not received by Melo by the dates specified, Melo may, in its sole discretion, cancel Client's reservation without any prior notice to Client. Upon cancellation of Client's reservation pursuant to Section 2 or Section 3, Melo will be under no obligation to perform services at Client's wedding or event and Client shall pay Melo for all services rendered and expenses incurred prior to and including the date of cancellation plus the Cancellation Fee (as defined in Section 3 below). Client's obligations hereunder shall survive any such cancellation as provided in Sections 2 or 3 of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for Client's performance of Client's obligations. The parties who sign this Contract are responsible for all terms and conditions regardless of whether a third party individual(s) agrees to make payments to Melo. Should the third party payer (such as a parent) dispute any charges and/or refuse to make any payments required by this Contract, the parties to this Contract (i.e., each Client) are legally bound to make all deposits and pay all amounts due to Melo under this Contract.

- (a) Melo must be notified of any changes in the date, time or location of the event or any other changes affecting the services to be provided under this Contract. Upon notice of any changes in the date, time or location of the event (including, without limitation, Client's cancellation of the wedding), it shall be within Melo's sole discretion to (A) deem the change to be a cancellation of this Contract by Client and collect payment for all services rendered and expenses incurred prior to and including the date of cancellation plus the Cancellation Fee as provided herein; or (B) accommodate the changed time, date or location, at the rate in effect at the time of the change. If there is an agreed-upon

change to the wedding date, Client shall pay a rebooking fee equal to \$350 plus any other additional reinstatement or rebooking fees at the time Melo agrees to accommodate the change. If there is an agreed-upon change to the location, Client agrees to pay any additional travel and expense costs associated with the changed location in accordance with Section 19 of this Contract.

- (b) In the event of a cancellation as provided in Section 2 or this Section 3, Client shall pay Melo for all services rendered and expenses incurred or advanced prior to and including the date of cancellation (including, without limitation, any fees already paid to Melo photographers or videographers subcontracted by Melo or its affiliate) plus 50% of the total Contract amount as liquidated damages for Client's breach of this Contract and not as a penalty (the "Cancellation Fee"). If this Contract is cancelled pursuant to Section 2 or Section 3 less than six (6) months prior to the wedding date, the Cancellation Fee due to Melo shall include an additional 10% of the total Contract amount for each additional month the cancellation is closer to the wedding date (in addition to payment for all services rendered by Melo or its affiliates or its contractors and expenses incurred or advanced prior to and including the date of cancellation). For example, if Client cancels this contract four months prior to the wedding date, the Cancellation Fee payable by Client to Melo shall be equal to 70% of the total Contract amount (plus Client shall pay Melo for all services rendered by Melo or its affiliates or its contractors prior to and including the date of cancellation). For weddings cancelled less than one (1) month prior to the wedding date, the Cancellation Fee payable by Client to Melo shall be equal to the entire Contract amount. If Client cancels this Contract (due to a cancelled wedding, postponement or for any other reasons) and wishes to reinstate this Contract, Client shall pay a reinstatement fee to Melo equal to \$250 plus all other applicable fees, including, without limitation, the fees payable under Section 3(a) for changes to the wedding date or location.
- (c) Melo shall retain the amounts payable to Melo pursuant to Sections 2 and 3 from any deposit made by Client prior to cancellation. The Cancellation Fee may exceed the deposit made by Client. If the Cancellation Fee exceeds the deposit, Client remains responsible for all amounts due and owing to Melo pursuant to Sections 2 and 3 of this

Contract. If the deposit provided by Client to Melo is insufficient to cover the amounts due for the services rendered by Melo prior to and including the date of cancellation and the Cancellation Fee as provided in Sections 2 and 3, Client shall pay any additional amount required hereunder within seven (7) days of such cancellation. Notwithstanding any contrary provisions in this Contract, the initial payment or deposit made by Client under this Contract is not refundable under any circumstances. If there is a deposit balance remaining after all payments required hereunder are made to Melo, the balance shall be refunded to Client. If applicable, and at the direction and designation of Melo, Client shall pay all amounts due to Melo pursuant to this Agreement to Melo's affiliate.

4. The Client has had opportunity to critically view samples of Melo's work, and has retained Melo to provide the exclusive photography services and videography services (if included in Client's package) to cover the event. Melo photographer(s) and videographer(s) (including any third party contractors engaged by Melo to provide such services) will be the sole professional photographer(s) and videographer(s) shooting the wedding and will have priority over any other type of photographer or videographer, whether professional or not in connection with the event and retains exclusive control over the positioning of cameras and equipment.

5. All digital negatives/negatives and all video content remain at all times the property of Melo or its affiliates and are subject to federal copyright laws. Melo and its affiliates reserve all rights in and to the digital negatives/negatives and all video content. Melo will release the digital negatives to the Client for the Client's own personal use upon Melo's posting the photos for online release. Prior to Melo's release of digital negatives, no person shall reproduce, publish or exhibit photographs taken in connection with this event without the written consent of Melo. Client does not have the right to use the negatives for profit or in any commercial, advertising, or third party publication.

6. Client grants Melo and its affiliates full production and editorial control regarding all aspects of production. Melo makes no guarantee either expressed or implied in regard to aesthetic qualities of the products and services offered. Melo makes no guarantee concerning any particular effect, request, specific pose, photograph or videotaped segments. Melo warrants that

all album products (to the extent included in Client's package) shall be free from material defects in materials or workmanship for a period of one year, excluding normal wear and tear, cosmetic aging and damage caused by mishandling or improper storage. EXCEPT AS SET FORTH IN THIS SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND GOODS, INCLUDING PHOTOGRAPHS AND VIDEO, PROVIDED HEREUNDER ARE PROVIDED "AS-IS", WITHOUT ANY WARRANTY OF ANY KIND AND Melo HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. IN NO EVENT SHALL MELO NOR ANY OF ITS AFFILIATES, THIRD PARTY SERVICERS OR CONTRACTORS BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER ALL CIRCUMSTANCES, THE LIABILITY OF MELO AND ITS AFFILIATES, THIRD PARTY SERVICERS AND CONTRACTORS IS LIMITED TO A PRO RATA REFUND OF AMOUNTS PAID BY CLIENT UNDER THIS CONTRACT. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO CLIENT, AND CLIENT MAY HAVE RIGHTS ADDITIONAL TO THOSE CONTAINED HEREIN.

8. Melo shall have sole discretion as to the recording and inclusion of any portions of the event in the final edited digital copy of Client's video (the "Edited Digital Copy of Video"), which will be delivered to Client through a digital download, and shall have no liability or reduction in fees for the failure to record or include any portion of the event in the Edited Digital Copy of Video or in any unedited or other video footage. Images and video footage are edited at Melo's discretion, and delivered proofs may not include all images shot. Melo reserves the creative right to edit and release only those deemed credible as professional in quality and within Melo's artistic standards. Every effort will be made to assure satisfaction according to Melo's professional standards. Melo is not responsible for Client's or any third party's subjective interpretations or opinions of the photography or videography.

9. Melo will provide Client with access to an online "Wedding Guide Planner". In most circumstances, this "Wedding Guide Planner" access will be given to the Client within one month of signing of the contract. If the Client is not given access, it is his or her responsibility to obtain one from Melo. This is the Client's opportunity to furnish Melo with a list of persons, groups, or occurrences specifically desired to be photographed and/or videotaped (if applicable), and any photos or other materials requested to be included in the video production. If Client's package includes videography services, any such materials for inclusion in the video production must be supplied to Melo AT LEAST THIRTY DAYS prior to the wedding. Production of the video may proceed without these materials if the Client has not supplied them in a timely manner, with no reduction of fees due under this Contract. Melo reserves the right to terminate this Contract if Client does not respond to requests to complete the Wedding Guide Planner. All such materials will be returned to the Client with the delivery of the finished product. Although all possible care will be taken to safeguard these materials, Melo is not responsible for any materials lost or damaged while in possession of Melo or in transit. Melo will only accept digital files of any photographs to be used in a photo montage. Melo recommends that the Client designate an "event guide" to inform Melo of important individuals for informal or candid photographs or videotaping and recommends that the Client designate a personal friend or family member to assist in identifying people or gathering people for photographs or videotaping. Melo will make its best efforts to obtain the requested photographs or video but makes no guarantee that Client's requests will be fulfilled.

10. Client is responsible for determining whether any permits or licenses are required for any location or venue where photography and/or videographer services will be performed. Client is also responsible for payment of any fees and costs associated with such permits or licenses. Client agrees to obtain all necessary permits and licenses before the wedding date and before the engagement session (if applicable). The photographers and videographers (if included in Client's package) are limited by the guidelines of the ceremony official or reception site management. Among other restrictions, Melo and its third party servicers and contractors are not responsible for lighting restrictions imposed at any of the ceremony, reception or other venues, whether known or unknown by Client prior to the wedding day. Client agrees to accept

the technical results of their imposition on the photographer and videographer. Negotiation with the officials for alteration of guidelines is Client's responsibility; Melo will offer technical recommendations only.

11. Client is aware that restrictions imposed by others (e.g., church, reception hall, guests, etc.) and the constraints of the physical environment can affect the quality and extent of photography and videography coverage possible. Melo's failure to perform any term or condition of this Contract as a result of conditions beyond its control such as, but not limited to, restrictions imposed by others, the lateness of the bride, groom, family members and bridal party members or other principals, schedule complications, traffic, rendering of decorations, restrictions of the venues or officiate, constraints of the physical environment, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Contract or relieve Client of its obligation to make full payment under this Contract. Melo cannot guarantee coverage of outside events during inclement weather. Client is responsible for obtaining all permissions and clearances, etc., and adequate shelter from inclement weather and extreme temperatures as required by Melo to perform this Contract. Melo shall not be held responsible for damage to Garments during environmental events or portraiture. Client is responsible to arrange personal assistance for wedding garments.

12. If Client's package includes videography services, Client warrants that the Client has the legal rights and any required licenses to any property delivered to Melo for inclusion in the Edited Digital Copy of Video, including photos, musical recordings, videotapes, or any other materials. The Client agrees to defend, indemnify and hold Melo and its affiliates and third party servicers harmless for any loss, damage, claim or liability for infringement or violation of any rights, including, without limitation, privacy, publicity or intellectual property rights, arising from the use, creation or sales of the Edited Digital Copy of Video or any other unedited video footage produced, edited and/or duplicated by Melo or its affiliates or third party servicers, whether in digital format or in any other format or media whatsoever.

13. If Client's package includes videography services, Client may request changes to the Edited Digital Copy of Video within fourteen (14) days after Melo makes the Edited Digital Copy of Video available for digital download. Melo or its third party servicers or affiliates will perform one hour of complimentary editing of the Edited Digital Copy of Video as requested by Client. Additional editing time will be billed to Client in half hour increments at the current billing rate of \$60 per half hour. If no changes are requested within this fourteen (14) day period, Client has confirmed that the Edited Digital Copy of Video is in good working order, admits that Client is fully satisfied with the Edited Digital Copy of Video, and accepts the Edited Digital Copy of Video as delivered and relieves Melo and its third party servicers and affiliates from responsibility for any problems, defects, or imperfections thereafter in regard to the Edited Digital Copy of Video and any edited or unedited video footage delivered to Client.

14. In signing this Contract, Client, individually and as agent for all members of the party and guests, hereby grants to Melo and its affiliates all rights for display, airing, exhibition, promotion, newsletter, contests, and advertising use of all photos and video (if applicable) produced under this Contract, including the images, likenesses and voices, and, on behalf of their legal representatives, heirs and assigns, hereby release(s) Melo and its affiliates, legal representatives, employees and assigns from all claims and liabilities relating to use of said photos or video (and, without limitation, the images, likenesses and voices contained therein). Client waives any right to inspect or approve the photographs or video or the use to which it may be applied, including any written copy that may appear in connection therewith.

15. It shall remain within Melo's sole discretion to comply with Client's requests for an extension of photography and/or videography coverage in the event that activities extend beyond the agreed-upon length of time.

16. Normal delivery of Client's proofs is six (6) to eight (8) weeks and normal delivery of Client's Edited Digital Copy of Video is within sixteen (16) weeks of the event. This delivery schedule is only approximate, and depends on various factors, including Client's provision of production materials for inclusion in the Edited Digital Copy of Video. Melo makes no guarantee of any delivery date and reserves the right, within its sole discretion to extend the delivery schedule, as

necessary for proper completion of the event proofs, Edited Digital Copy of Video, without any reduction in fees or other obligations of Client hereunder.

17. Client authorizes Melo and its affiliates to sell any photos, edited or unedited video footage, the Edited Digital Copy of Video, of the event to third parties, including, but not limited to, guests at the event or family members of Client. Client shall not be responsible for payment of the price of the photos, the Edited Digital Copy of Video, video footage, or digital downloads sold to third parties.

18. Melo and its affiliates shall assume no responsibility for loss or destruction of the digital downloads, negatives, prints, unedited video footage, Edited Digital Copy of Video, hard drive, or flash drives when they are out of Melo's possession. Due to the potential loss of information from hard drives or flash drives, Melo recommends that Client back-up the images, video footage (edited and unedited) and Edited Digital Copy of Video on another media format other than hard drives, flash drives, or the drive on which the digital download was initially saved and recommends that Client make multiple copies of flash drives or hard drives every year to maintain and save the images and video footage for years to come. Melo and its affiliates shall not be held responsible for the failure of digital downloads, hard drives, or flash drives due to mishandling. It is Client's responsibility to keep several copies of any photos, video footage (edited and unedited), Edited Digital Copy of Video, digital downloads, hard drives, or flash drives in more than one location, and back the images up on another format such as a hard drive or cloud-based storage location.

- (a) Client is responsible for all travel expenses incurred by Melo or its affiliates or third party contractors in connection with the photography and/or videography services. Specifically, Client shall reimburse Melo for the following expenses incurred or to be incurred by each photographer and/or each videographer: (1) tolls, (2) parking (for each parking fee incurred in connection with the wedding event and engagement session), (3) taxi and other transportation costs (such as Uber or Lyft), and (4) the long distance and overnight accommodation fees referred to below. Any travel costs payable by Client shall be paid to Melo no later than fifteen (15) days after the date of invoice.

- (b) If the wedding location is beyond Melo's Service Area, certain additional travel fees will be added to the amounts payable by Client under this Contract in accordance with this Section 19(b). All travel fees will be charged per shooter and Client may be subject to one or both of the travel fees described below depending on the wedding location.
 - (i) Client agrees to pay a long distance travel charge (the "Long Distance Fee") if the photographer(s) and/or videographer(s) needs to travel 90 miles or more round trip, beginning at (the "City Center"). The Long Distance Fee is equal to \$90.00 plus \$1.00 for each additional mile in excess of 90 miles.
 - (ii) Client also agrees to pay a talent overnight accommodation charge (the "Accommodation Fee") if the wedding location is 2 or more hours away from the City Center as determined by Melo using mapping technology which takes into account, without limitation, traffic patterns, ferry crossing, and road conditions, as applicable. The Accommodation Fee is applied to the costs of overnight accommodations for each shooter. If the wedding location is more than 2 hours but less than 3 hours away from the City Center, Client agrees to pay an Accommodation Fee for one night for each shooter. If the wedding location is more than 3 or more hours away from the City Center, Client agrees to pay an Accommodation Fee for two nights for each shooter covering the evening before and the evening of the wedding. Except as provided in the following sentence, the Accommodation Fee is equal to \$200.00 per shooter per night and is payable at the time of signing this Contract. If the hotel room costs (including the room rate and all applicable taxes and fees charged by the hotel) exceed the amount paid by Client at the time of signing this Contract, Melo will invoice Client for the difference between the actual costs and the amount already paid by Client; this amount will be due and payable by Client within 15 days from the invoice date.
 - (iii) These travel charges also apply for any portrait session, any Multi Day Session or any other session a Melo or its affiliate or contractor is shooting for Client if the mileage or travel times exceed the amounts specified above. Travel fees are subject to change.

20. Client is not required to provide the photographer(s) and/or videographer(s) or any additional staff working with Melo a meal. However, if no meal is offered to the photographer(s) and videographer(s) and/or staff, the photographer(s) and videographer(s) and/or staff is allowed one (1) hour to leave the event for lunch and/or dinner, the timing being at their sole discretion and with no reduction in fees. The time spent by the photographer(s) and videographer(s) for meals does not pause or extend the total consecutive hours included in Client's package. The one hour spent for lunch and/or dinner will count towards the total consecutive hours included in Client's package. Melo is not responsible for any photography and/or videography coverage missed during such times.

21. All print and album orders, if included as part of Client's Contract, are considered nonrefundable custom orders. Normal delivery of the completed album production is 6 to 8 weeks after the design is approved. The cost of album design stated herein includes ten (10) individual changes requested by Client, such as swapping images, adding or deleting images, arranging individual images, changing options, colors or text. Client will be charged \$40 (plus applicable tax) per change for any change beyond these ten (10) changes.

22. If applicable, Client acknowledges that in order for Melo or its affiliates to create a custom album design and to complete other products ordered by Client, it is necessary for the Client to provide Melo with design instructions, feedback and final approval. Melo will make a reasonable attempt to obtain Client's instructions, feedback and approval of the album design and other products that require Client feedback. If Client is unresponsive to Melo's attempts to obtain Client's instructions, feedback and approval regarding the album or other products, Client and Melo will consider Melo's obligations under this Contract to be complete and such album order or other product order shall be cancelled. In such an event, Melo will retain all payments made by Client but will issue a credit to Client for the amount of the album or other product, which credit can be used by Client toward the purchase of a new album or other product during the next twelve months at the then current pricing subject to availability. Any such credit shall expire after twelve months. If Client purchases a new album or other product at that time, Melo reserves the right to charge an de-archiving fee of \$250.00 to Client.

23. It shall be the responsibility of Client to contact Melo to schedule a mutually agreeable date and time for a portrait session, at least three weeks' prior to the proposed portrait date.

Cancellation or rescheduling of an on-location portrait session within 5 days of the scheduled date will result in the loss of the on-location portrait session with no reduction in fees and cancellation or rescheduling of an in-studio portrait session within 48 hours of the scheduled date will result in the loss of the in-studio portrait with no reduction in fees. On-location portraits choice of site must include an alternative site to accommodate inclement weather. Inclement weather is not a legitimate reason for the cancellation of an on-location portrait.

24. The charges in this Contract reflect Melo's Price Lists and are guaranteed until three months after receipt of the proofs. Receipt of proofs is defined as the time when the wedding photographs are released for viewing to Client online. Orders placed more than three months after receipt of proofs will be charged the prices in effect at the time the order is placed.

25. Melo may use affiliates or third party contractors to provide any of the services described in this Contract and such affiliates may process Client's payments due to Melo hereunder. Melo or its affiliates may substitute another photographer to take the photographs in the event of the assigned photographer's unavailability. Melo will provide adequate backup means to perform the photography services.

26. Client is responsible for all shipping costs. The shipping costs are determined by the items included in the Contract and subsequently ordered by the Client. The estimated shipping amount on page one of this Contract covers standard ground shipping to one address within the continental US for any of the following items ordered on page one: albums, canvas prints, frames, digital negatives, guest books, greeting cards, signature boards, event cards, and Edited Digital Copy of Video. If the actual shipping costs exceed the estimated amount collected at the time of the Contract execution, the Client will be billed for any excess shipping amounts at the time of shipping. Any additional items ordered at a later time will incur separate additional shipping costs. Expedited shipping requests will also incur an additional charge.

27. Except as explicitly stated otherwise, any notices Client sends to Melo shall be sent by mail to Melo, LLC, 401 N Michigan Ave, Suite 1200, Chicago, IL 60606. In the case of notices Melo sends to Client, Client consents to receive notices and other communications by Melo posting notices on the Site, sending Client an email at the email address listed in Client's account profile, or mailing a notice to Client at Client's billing address listed in Client's account profile. Client agrees that all agreements, notices, disclosures, and other communications that Melo provides to Client in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. Notice shall be deemed given (i) 24 hours after the notice is posted on the Site or an electronic message is sent, unless the sending party is notified that the message did not reach the recipient, or (ii) in the case of mailing, three days after the date of mailing. Client agrees that a printed version of these Terms & Conditions and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms & Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

28. Client is responsible for all sales, use or similar taxes related to the goods or services described in this Contract. The amount of sales, use or similar taxes shall be determined and calculated on the date of the wedding or such other date as required by applicable law. Consequently, the amount of sales, use or similar tax specified in this Contract on the date of execution, if any, may subsequently change based on applicable law and Client remains responsible for all such taxes. Client agrees to pay any and all such taxes to Melo within seven (7) days after Melo invoices or otherwise requests payment from Client.

29. AGREEMENT TO ARBITRATE – READ CAREFULLY. EXCEPT AS PROVIDED BELOW, any and all disputes, demands, claims or controversies hereto arising out of or relating to this contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, SHALL BE DETERMINED AND SETTLED BY ARBITRATION before one arbitrator THROUGH RESOLUTE SYSTEMS, LLC IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF RESOLUTE SYSTEMS, LLC. the parties agree that the arbitration shall be conducted in the City of Chicago, Illinois.

The prevailing party IN THE ARBITRATION shall be awarded all of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this Contract.

This Contract shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of laws provisions. Any award RENDERED BY THE ARBITRATOR shall be final and enforceable by a court, in which case Client and Melo hereby consent to the non-exclusive jurisdiction of the courts located in the City of Chicago, Illinois.

THE MAKING OF CLAIMS OR RESOLUTION OF DISPUTES PURSUANT TO THIS CONTRACT SHALL BE IN EACH CLIENT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. CLIENT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTRACT WILL BE RESOLVED INDIVIDUALLY IN THE FORUM DESIGNATED IN THIS SECTION, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

NOTWITHSTANDING ANY CONTRARY PROVISIONS IN THIS AGREEMENT, MELO MAY FILE A LAWSUIT IN A COURT OF COMPETENT JURISDICTION IN ORDER TO COLLECT PAYMENTS DUE FROM CLIENT PURSUANT TO THIS CONTRACT. If Client breaches this Contract (including, without limitation, due to Client's failure to make timely payment hereunder), Client shall be required to reimburse Melo's and its affiliates' costs and reasonable attorneys' fees incurred in the enforcement of this Contract.

30. In the event any provision of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such provision or term of such contract shall be amended and interpreted to accomplish the objects of such provision to the fullest extent possible under applicable law and all other provisions and terms shall remain valid and binding. Melo's waiver of any breach or failure to enforce any term of this Contract will not be deemed a waiver of any

subsequent breach or right to enforce this Contract which may thereafter occur. This Contract contains the complete and exclusive agreement of Client and Melo relative to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements relative to the subject matter hereof.

By checking the boxes next to each Client name and by clicking the Process Payment button, each Client identified on the Process Payment agrees to accept the terms and conditions of the Contract with Melo, LLC.