STATE OF NORTH CAROLINA
COUNTY OF JACKSON

Contractor's Tax ID # _____
County Budget Code _____
Compensation Not to Exceed: $10,000.00

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") shall be effective this the 13th day of November, 2026 and is hereby made and entered into by and between: **JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY** ("TDA"), who's Contract Administrator hereunder shall be: Nick Breedlove, Executive Director; and

Matador Ventures, Inc., dba Matador Network [print name] (the "Contractor"),

a corporation [type of business if applicable] duly established under the laws of the State of California with the following contact information: Federico Giusiano (Sales); Kelly Faddis (Billing); Hal Amen (Ad Ops) [contact name(s)]

PO Box 7775 #40021, San Francisco, CA 94120 [address]

Sales (+46) 073.648.96.03; Billing 415.244.1194; Ad Ops 207.347.9887 [phone]

Federico@MatadorNetwork.com; Kelly@MatadorNetwork.com;

Hal@MatadorNetwork.com [email]

Authorized signatory: Ross Borden, CEO, Matador Ventures, Inc. [other]

WITNESSETH:

WHEREAS, the TDA desires to engage the Contractor to perform the "Work" hereinafter described; and

WHEREAS, the Contractor desires to perform such work for the TDA for the consideration described herein.

NOW THEREFORE, for and in exchange of the mutual consideration set forth below and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term: This Agreement shall be deemed effective on the date first stated above, and unless terminated earlier pursuant to this Agreement, shall continue until the last day of January 2028 next occurring thereafter, which coincides with the end of the TDA's fiscal year. Notwithstanding the foregoing:

   a. ☐ Automatic Renewals: If this box is marked, this Agreement shall be deemed to automatically renew for successive additional one (1) year terms,

unless and until either party provides the other with notice that this Agreement shall not automatically renewal.

b. ☒ Termination: If this box is marked, this Agreement may be terminated at any time by either party for any reason or for no reason, by providing written notice thereof to the other party.

2. Work: The Contractor shall provide all of the services described within **Exhibit "A"** attached hereto and incorporated herein by reference which services shall be referred to herein collectively as the "Work".

a. Additional Work: The parties reserve the right to add additional Work to this Agreement at a price agreed upon by the parties. Any such additions shall be in writing and signed by both parties. Any such additions shall become a part of this Agreement and shall be subject to all of the terms and conditions hereof.

3. Compensation/Billing: Unless otherwise described within Exhibit "A", the TDA shall pay the Contractor as follows: **Ten Thousand Dollars ($10,000) per 12-month subscription period** for the satisfactory performance and/or delivery of the Work described herein. The TDA may request itemized invoices or statements reflecting the Work provided in order to help facilitate the processing of payments.

a. ☒Annual NTE Compensation Limit: If this box is marked, the maximum total amount of compensation to be paid to the Contractor for the provision of the Work during the initial term shall not exceed ($10,000.00). The Contractor shall obtain written confirmation from the TDA as to the applicable maximum compensation limits for any subsequent terms thereafter prior to performing any work during any such subsequent terms under this Agreement.

b. Expenses: The TDA shall not be liable for any out of pocket expenses paid or incurred by the Contractor in connection with the work unless otherwise agreed in writing prior to such expenses being incurred.

c. Equipment: Unless otherwise agreed in writing by TDA, the Contractor shall be solely responsible for providing all equipment, tools, materials, and/or supplies required to perform the Work hereunder.

d. Contingent Funding: Notwithstanding anything herein to the contrary, all financial obligations of the TDA under the terms and conditions of this Agreement are dependent upon, and subject to, the continuing allocation of funds by the TDA Board of Directors for such purpose. This Agreement shall automatically terminate if such funds cease to be allocated or available.

4. Contract Administrator: The TDA's Contract Administrator designated above is responsible for monitoring and evaluating the Contractor's performance hereunder, and for approving TDA payments and/or serving as the point of contact for TDA, but does not have independent signatory authority for the TDA under this Agreement.

5. Independent Contractor: Contractor is and shall at all times be considered an independent contractor, and as such shall be solely responsible for compliance with all applicable tax withholding, worker compensation insurance, unemployment insurance, or other licensures or insurances as may be required under local, state, or federal laws. The Contractor agrees to provide the TDA with the Contractor's correct taxpayer identification number upon execution of this Agreement. The Contractor agrees that failure to provide the TDA with a correct taxpayer identification number authorizes the TDA to withhold a certain percentage of any amount due and payable under this Agreement pursuant to the provision of the Internal Revenue Code, Title 26 of the United States Code.

6. Contractor's Employees: No employee of the TDA shall be utilized by the Contractor as an employee, subcontractor, and/or agent thereof without the prior written consent of the TDA. The Contractor agrees to provide the TDA with a list of the names and addresses of all Contractor's employees, subcontractors, and/or agents that will be working upon the premises in performing this Agreement. If the TDA disapproves of any of the foregoing, the Contractor agrees not to use such party upon the premises. The Contractor further agrees to use reasonable care in selecting and supervising trustworthy employees.

7. EEO Provisions: During the performance of this contract, the Contractor agrees that he shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or handicap. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap.

8. Health & Safety: The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees, subcontractors, agents, or other representatives from the Work and other persons who may be affected thereby.

9. General Legal Compliance: The Contractor is and shall remain an independent contractor and, as such, shall be wholly responsible for the Work to be performed under this Agreement, and for the supervision of any employees, subcontractors, or agents. The Contractor shall be responsible for compliance with all state, federal and/or local rules, regulations, codes, ordinances, laws, licensing requirements and/or

other regulatory matters that are applicable to the conduct of the Contractor's business and the performance of the Work under this Agreement.

10. E-Verify. The Contractor shall be solely responsible for complying with the requirements of Article 2 of Chapter 64 of the General Statutes, and for ensuring that any subcontractors utilized also comply therewith. The Contractor shall execute affidavits verifying such compliance if requested by the TDA.

11. Iran Divestment. The Contractor hereby certifies that as of the date listed below, it is not on the Final Divestment List as created by the state Treasurer pursuant to NCGS § 143C-6A-4. In compliance with the requirements of the Iran Divestment Act and NCGS § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Finance Divestment List.

12. General Indemnification. Contractor agrees to hold and save completely harmless, and to fully indemnify TDA (including any and all officials, officers, employees, and/or agents thereof) from any and all litigation, and against any and all actions, liability, claims, suits, damages, cost or other expenses of any kind whatsoever (including without limitation attorneys' fees incurred for actual or threatened litigation) which may be brought or made against, or which may otherwise be incurred by TDA (including any and all officials, officers, employees, and/or agents thereof), or which may otherwise accrue and result to any other person, firm, or corporation furnishing or supplying any work, services, materials, or supplies in connection with any person, firm, or corporation that may be injured or damaged (including both personal and property damages) from the negligent or tortious action(s) or inaction(s) of Contractor (including any and all subcontractors or the respective officers, employees, and/or agents of either and/or all of them), or which TDA must otherwise pay and/or incur by reason of, or in any manner resulting from, any injury, loss or damage to persons or property resulting from any negligent or tortious action(s) or inaction(s) of Contractor (or of any and all subcontractors or the respective officers, employees, and agents of either and/or all of them), in the performance of this Agreement including specifically but without limitation the performance of the Work specifically described herein.

13. ☐Liability Insurance: If this box is marked, the Contractor agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of $_____, which in addition to naming and protecting the Contractor together with Contractor's employees, subcontractors, or agents shall also name as an additional insured the TDA, and shall protect the TDA together with its officials, officers, employees, and/or agents from and against any and all claims, losses, actions and judgements for damage or injury to persons or property arising out of or in connection with the Contractor's acts under this Agreement. The Contractor shall provide proof of liability coverage as set forth above to the TDA prior to commencing its performance as herein provided, and shall require insurer to notify the TDA not less than ten (10) days prior to any cancellation,

reduction or other modification of said policy. Contractor's obligations under this provision may be waived or modified in writing by the TDA.

14. Worker's Compensation Insurance: The Contractor shall obtain and keep in full force and effect worker's compensation for Contractor and any agents, employees and staff that the Contractor may employ, and shall provide proof to the TDA of such coverage, or that such worker's compensation insurance is not required under the circumstances. Under no circumstances shall TDA be responsible for providing such insurance or for covering the Contractor or any agents, employees and staff thereof under any worker's compensation insurance otherwise maintained by TDA for its employees.

15. TDA Property: The Contractor shall be responsible for the custody and care of any property furnished for use in connection with the performance of this Agreement and shall reimburse the TDA for any loss or damage to said property. The Contractor further agrees not to release any information concerning the TDA or its operation provided to or obtained by Contractor without the express written approval of the TDA. All reports, documents, or other products of the work performed pursuant to this Agreement or by the Contractor in the performance of this Agreement shall become the sole property of the TDA, and shall not be released by the Contractor without written approval of the TDA.

16. Notice: All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax or certified United States mail, return receipt requested, addressed as follows:

To the TDA:	**To the Contractor:**
Attn: Legal Notice **TDA Executive Director** **98 Cope Creek Road, Suite D** **Sylva, NC 28779**	**To the name/address stated on the first page of this Agreement**

17. Choice of Law and Forum: This Agreement is made and entered into in Jackson County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. Any claim for breach or enforcement of this Agreement shall be filed in the appropriate court located in the jurisdiction of Jackson County, North Carolina.

18. Assignment: This Agreement or any interest therein shall not be assigned or transferred by the Contractor. The Contractor shall not subcontract any work to be performed pursuant to this Agreement without the written approval of the TDA.

19. Advertising: This Agreement shall not be used for any advertising by the Contractor.

20. Entire Agreement: This Agreement and any exhibits and amendments annexed hereto represent the entire Agreement between the parties and supersede all prior oral

and written statements or Agreements. This Agreement may be amended only in writing duly executed by the TDA and Contractor.

21. Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

IN WITNESS WHEREOF, the TDA and the Contractor have caused this Agreement to be executed by their duly authorized agents or officers, or if applicable have personally executed this Agreement, effective as of the date specified above.

CONTRACTOR

By: _____
SIGNATURE (SEAL)

Ross Borden
PRINT NAME CLEARLY ABOVE

Its: CEO
PRINT TITLE IF APPLICABLE

JACKSON COUNTY TOURISM DEVELOPMENT AUTHORITY

By: _____
Nick Breedlove, Executive Director and
Contract Administrator

By: _____
Dale Collins
Chairman of the Board

"This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act."

By: _____
Darlene Fox
Jackson County Finance Officer

EXHIBIT "A"

"Work" Description

Project: Jackson County GuideGeek Subscription. The following is drawn from Contractor's GuideGeek Subscription and Services Agreement and its Exhibit A dated November 13, 2026.

Description: Contractor shall customize, install and administer a TDA-specific GuideGeek program (an AI travel assistant operating through WhatsApp, the TDA's website and the TDA's social channels) for visitors to the TDA's sites.

Schedule: The Set-Up Period begins November 13, 2026 and runs for ten (10) weeks. The 12-month Subscription Period begins January 22, 2027 and runs through January 21, 2028 (Subscription Renewal Date: January 22, 2028).

Set-up steps: (i) the TDA provides Contractor with access to the TDA's Meta business account; (ii) Contractor creates an original WhatsApp number from which the TDA's GuideGeek will operate; (iii) the parties create one (1) Introductory Message displayed to all users; (iv) the parties adjust the Global Prompt to the TDA's needs, including preferred destinations, local culture and local rules; and (v) after joint testing, Contractor provides the TDA with access to the GuideGeek Admin (conversations and user information) and the TDA's GuideGeek goes live.

Services and fees (USD):

Service	What is included	Cost
GuideGeek Setup	Up to ten (10) user seats / logins One (1) custom WhatsApp number and WhatsApp setup One (1) hour-long training session Tracking asset packet, including custom QR codes Global prompt customizations Promotional advisory service and user acquisition best practices guide	$0
GuideGeek Subscription (annual fee)	Unlimited tokens for AI requests Unlimited user logs Custom human takeover tool	$5,000
GuideGeek Site Indexing Service (annual fee)	GuideGeek software crawls and indexes the TDA's website so that TDA data is prioritized as the "first answer" before answers are fetched from large language models (LLMs)	$5,000
Website Chatbot Integration	Contractor integrates GuideGeek technology into a chatbot interface on the TDA's primary website	$0
Social Channel Integration	Contractor integrates GuideGeek technology into the TDA's social channels (e.g., Instagram, Facebook) as desired	$0

Total		**$10,000**

Compensation terms: Set-Up Fee $0; Annual Subscription Fee $5,000; Annual Site Indexing Fee $5,000; other fees N/A; Fee Total $10,000. Contractor invoices the Fee Total upon execution; payment is due no later than thirty (30) days after the TDA's receipt of invoice. WhatsApp and any other third-party platform through which GuideGeek operates may charge usage fees; those fees are billed by the third party directly to the TDA and are not included in the Fee Total.

GuideGeek Subscription and Services Agreement

1. **Overview**. This GuideGeek Subscription and Services Agreement ("Agreement") is made and entered into as of __November 13, 2026__ (the "Effective Date") by and between Matador Ventures, Inc. ("Matador"), with an address of PO Box 7775 #40021 San Francisco, CA 94120, and __Jackson County Tourism Development Authority__ ("Client"), with an address of __98 Cope Creek Road, Suite D, Sylva, NC 28779__ (each separately a "Party" and together, "Parties"), for the purpose of customizing, installing and administering a Client-specific GuideGeek program ("Client's GuideGeek") for visitors to Client's sites ("User(s)").

Client	Jackson County Tourism Development Authority
Matador	Matador Ventures, Inc. dba Matador Network
Subscription Period	12 months
Subscription Start Date	January 22, 2027
Subscription End Date	January 22, 2028
Set-Up Fee	$0
Annual Subscription Fee	$5,000
Annual Site Indexing Fee	$5,000
Other Fee(s)	N/A
Fee Total	$10,000

2. **License and Use**: Matador hereby grants to Client a non-exclusive, worldwide, revocable, limited license for the installation and use of Client's GuideGeek, only during the Subscription Period, and any renewal term mutually agreed to in writing by the Parties. Client and Matador will retain access to Client Data in perpetuity to the extent allowed by law. Client may not charge a fee or otherwise receive any renumeration from Users for use of GuideGeek. Client's rights under this License will terminate automatically if Client fails to comply with any term(s) of this Agreement.

3. **Services**: Only those Services specifically enumerated in **Exhibit A** shall be included under this Agreement.

4. **Fees & Payment Terms**: Client will pay Matador a total of $__10,000__ ("Fee Total") for the Services described on Exhibit A. Payment shall be received by Matador no later than 30 days after Client's receipt of invoice;
    a. The Fee Total will be invoiced by Matador to Client upon execution of this Agreement;
    b. WhatsApp and any other platform through which GuideGeek operates may charge usage fees. Client acknowledges and agrees that any such third-party fees will be Client's sole responsibility and will be charged by the third parties directly to Client.

5. **Installation, Removal and Termination**:
    a. Set-Up Period: The Set-Up Period begins on the Effective Date of this Agreement and runs for 10 weeks. Client's Subscription Period begins immediately upon the conclusion

of the Set-Up Period. The following criteria must be completed prior to GuideGeek going live:

i. Upon execution of this Agreement and any attachments, exhibits, addendums and schedules, Client will provide Matador with access to Client's Meta business account to begin the set-up process;
ii. Matador will create an original WhatsApp number from which Client's GuideGeek will operate;
iii. Client and Matador will work together to create one (1) unique Introductory Message to be displayed to all Users of Client's GuideGeek;
iv. Client and Matador will work together to make adjustments to the Global Prompt in order to cater to Client's specific needs, including but not limited to preferred destinations, local culture, and local rules;
v. Once Matador and Client have tested Client's GuideGeek and are satisfied with the results, Matador will provide Client with access to the GuideGeek Admin which will allow the Client access to conversations and User information (altogether, "Client Data") and Client's GuideGeek will go live.

b. Subscription Period:
    i. The Subscription Period shall run for 12 months and will begin immediately upon completion of the Set-Up Period (for clarity, Subscription Period begins 10 weeks following the Effective Date of this Agreement);
        1. The Subscription Period will always begin 10 weeks after the Effective Date of this Agreement regardless of when Client's GuideGeek actually goes live.
    ii. Client's right to use and operate Client's GuideGeek is limited to the number of Seats provided by Client's Subscription; Client may not authorize more workers to access Client's GuideGeek than the number of Seats listed in Exhibit A
c. Termination, Expiration and Renewal:
    i. Parties may terminate this Agreement only for a material breach of this Agreement, bankruptcy, insolvency or corporate merger. In the event of termination, all fees paid are considered wholly earned and will not be refunded to Client;
    ii. The Subscription will not automatically renew and will expire at the end of the Subscription Period on the Subscription End Date. The Subscription may be renewed for an additional term only by a written amendment or new agreement signed by both Parties. Matador may provide Client with a written renewal letter, including any proposed fees, no later than sixty (60) days prior to the Subscription End Date;
    iii. Client will continue to have access to all Client Data after expiration of the Subscription and removal of Client's GuideGeek, only to the extent that Client has exported Client Data.
d. Removal:
    i. Upon expiration of the Subscription or termination of this Agreement per Section 5(c)(i), Client may not use, nor authorize others to use, Client's GuideGeek, and Matador will uninstall and terminate Client's GuideGeek;

ii. Client is solely responsible for exporting Client Data from Client's GuideGeek and saving Client Data to Client's servers. Matador is not responsible for and will not provide support for the exporting and saving of Client Data.

6. **Sublicense, Transfers and Assignments**: Client may not rent, lease, sublicense, lend, redistribute or assign GuideGeek to any other entity.

7. **No Reverse Engineering**: Client may not, and Client agrees not to or enable others to, copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code or design of, decrypt, modify, or create derivative works of GuideGeek or any software, code, data or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or by licensing terms governing use of Open-Sourced Components that may be included GuideGeek).

8. **Open Source**: Certain components of GuideGeek may contain third party open source programs. Matador is not obligated to provide any maintenance, technical or other support for open source material.

9. **Data, Privacy and GDPR**: All data derived from GuideGeek will remain on Matador's servers only, with the exception of the Client Data; Client will not have access to GuideGeek data. To the extent Matador is a processor or subprocessor of Personal Data in connection with GuideGeek, Matador makes the commitments in the Privacy Policy, as well as any other requirements under GDPR, the California Consumer Privacy Act ("CCPA") and any other relevant laws and regulations, including for any processing for business operations incident to providing GuideGeek. Client agrees to follow all privacy and data laws, rules and regulations, including GDPR and the CCPA, including but not limited to deleting any User Data upon request by the User.

10. **Diagnostic, Usage and Client Data**: Client agrees that Matador and its agents may collect, maintain, process and use diagnostic, technical, usage and related information, including User information and Client Data, that is gathered periodically to provide and improve GuideGeek, facilitate the provision of updates, product support and other services to Client and Users related to GuideGeek, and to verify compliance with the terms of this License.

11. **Confidential Matters and Proprietary Information**: Confidential Information and/or proprietary or trade secret information includes but is not limited to components of GuideGeek (such components include but are not limited to: code, pricing, user data, Client Data, performance and maintenance). During the term of this Agreement and at all times thereafter, Client and its employees, subcontractors, officers, affiliates, agents and any other person or entity that obtains information from Client will (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining Matador's express prior written consent on a case-by-case basis.

Client's obligations under this Section will terminate with respect to any particular information that Client can prove, by clear and convincing evidence, (a) Client lawfully knew prior to Matador's first disclosure to Client, (b) a third party rightfully disclosed to Client free of any confidentiality duties or obligations, or (c) is, or through no fault of Client has become, generally available to the public. Additionally, Client will be permitted to disclose Confidential Information to the extent that such disclosure is expressly approved in writing by Matador, or is required by law or court order, provided that Client immediately notifies Matador in writing of such required disclosure and cooperates with Matador, at Matador's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure, including filing motions and otherwise making appearances before a court. Client will not remove any tangible embodiment of any Confidential Information from Matador without Matador's express prior written consent. Upon Matador's request and upon any termination or expiration of this Agreement, Client will promptly (a) return to Matador or, if so directed by Matador, destroy all tangible embodiments of the Confidential Information (in every form and medium), (b) permanently erase all electronic files containing or summarizing any Confidential Information, and (c) certify to Matador in writing that Client has fully complied with the foregoing obligations.

12. **Disclaimer of Warranties**: You expressly acknowledge and agree that, to the extent permitted by applicable law, use of GuideGeek and any services performed by or accessed through GuideGeek is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, GuideGeek and related services are provided "as is" and "as available", with all faults and without warranty of any kind, and Matador hereby disclaims all warranties and conditions with respect to GuideGeek, either express, implied or statutory, including but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy and quiet enjoyment. Client further acknowledges that GuideGeek is not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by GuideGeek could lead to death, personal injury or severe physical or environmental damage.

13. **Limitation of Liability:** To the extent not prohibited by applicable law, in no event shall Matador or any of Matador's agents, employees, contractors, officers, subsidiaries or parent companies by liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including without limitation, damages for loss of profits, corruption or loss of data, failure to transmit or receive any data or information, business interruption or any other commercial damages or losses arising out of or related to your use or inability to use GuideGeek, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Matador has been advised of the possibility of such damages**.**

14. **Representations and Indemnity**: The Parties represent and warrant that (a) each Party has all necessary rights to grant the rights set forth in this Agreement, including all necessary consents from any third parties holding intellectual property rights in the licensed content, and (b) the content does not infringe or violate any third party's rights. Each Party shall indemnify and hold the other harmless from and against any and all claims, costs and expenses, including

reasonable attorneys' fees, which either Party may incur as a result of claims made by third parties arising from a breach of this Agreement. The cumulative liability for either Party under this Section is limited to the Fee paid under this Agreement.

15. **Controlling Law and Severability**: This License will be governed by and construed in accordance with the laws of the State of California. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

16. **Survival**: Sections 5, 6, 7, 9, 11, 12, 13, 14, 15 and 16 shall survive termination of this Agreement

The authorized representatives of the parties hereto have caused this Agreement to be executed as of the date written below:

MATADOR VENTURES, INC.	**CLIENT**
By: _____	**By:** _____
Ross Borden, CEO, Matador Ventures	**Printed Name:** _____

Subscription Agreement - Exhibit A

MATADOR network

Campaign Information:

Campaign Title: Jackson County GuideGeek Subscription
Proposed Campaign Dates: Jan 22, 2027 - Jan 21, 2028
Service Provider: Matador Ventures, Inc. (DBA Matador Network)
Agency: N/A
Client: Jackson County Tourism Development Authority

Matador Contact information:

Ad Ops: Hal Amen; Hal@MatadorNetwork.com; 207.347.9887
Billing: Kelly Faddis; Kelly@MatadorNetwork.com; 415.244.1194
Sales: Federico Giusiano; Federico@MatadorNetwork.com; (+46) 073.648.96.03

SERVICES (all prices in USD $$)

	Category	Product	Quantity	Per Unit (rate card)	Per Unit (discounted)	Cost Type	TOTAL COST	Notes
1	GuideGeek	Setup Fee	1	$ 25,000	$ -	AV	$ -	Setup Fee includes: - Up to ten (10) user seats / logins - One (1) custom WhatsApp number + WhatsApp setup - One (1) hour-long training session - Tracking asset packet, including custom QR codes - Global prompt customizations - Promotional advisory service + user acquisition best practices guide
2	GuideGeek	Subscription Fee	1	$ 10,000	$ 5,000	Annual Fee	$ 5,000	Subscription Fee includes: - Unlimited tokens for AI requests - Unlimited user logs - Custom human takeover tool
3	GuideGeek	Site Indexing Service	1	$ 50,000	$ 5,000	Annual Fee	$ 5,000	Site Indexing Service includes: - GuideGeek's software to crawl and index Client's website to prioritize Client data as "first answer" before fetching answers from large language models (LLMs)
4	GuideGeek	Website Chatbot Integration	1	$ 10,000	$ -	AV	$ -	Matador to integrate GuideGeek technology into chatbot interface on Client's primary website
5	GuideGeek	Social Channel Integration	1	$ 10,000	$ -	AV	$ -	Matador to integrate GuideGeek technology into Client's social channels (e.g., IG, FB, etc.) as desired
							$ 10,000	

Note: This proposal and pricing structure will remain valid for two months from the date contained in the file name.

Total Program Value:	*$105,000*	*Total Program Discount:*	*$95,000*