

Bennet Heyn Addendum

ADDENDUM TO EXISTING CONTRACT

This Addendum ("Addendum") is made effective as of Date of Execution Select Date , (the "Effective Date"), and amends the existing Contract between RxGo and Bennett Heyn ("Contract") dated 5/3/2023. All other terms and conditions of the Contract shall remain in full force and effect, except as modified herein.

WHEREAS, RxGo desires to advance funds to Bennett Heyn for the development of an affiliate website utilizing Artificial Intelligence ("Website") to promote RxGo's products and services; and

WHEREAS, Bennett Heyn agrees to accept the funds advanced by RxGo and to develop the Website in accordance with the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ADVANCEMENT OF FUNDS
 - RxGo agrees to advance a maximum of \$5000 in future commissions to Bennett Heyn for the purpose of creating the Website. The maximum monthly advance shall not exceed \$1000.
 - In the first month (May 2023), RxGo will issue a \$1000 advance to Bennett Heyn. Any expenses incurred in May, as well as those beyond if the \$1000 is not fully utilized, will be deducted from this advance.
2. DELIVERABLES AND APPROVAL OF COSTS
 - By the 5th of each subsequent month calendar month, Bennett Heyn shall submit a set of deliverables for the Website, along with the hard costs associated with them, to RxGo for review.
 - RxGo, at its discretion, shall review and approve or disapprove the hard costs submitted by Bennett Heyn. Only approved hard costs shall be eligible for reimbursement.
 - The maximum advance for any expenses occurring in a particular month shall not exceed \$1000.
 - By the 25th of the calendar month Bennett Heyn shall provide receipts or other documentation evidencing the incurred costs.
3. REPAYMENT AND TERMINATION
 - Once the total amount of \$5000 is spent on Website development, or if Bennett Heyn's commissions exceed the amount spent, RxGo shall cease making any further payments to Bennett Heyn.
 - If Bennett Heyn abandons the project, breaches the contract or fails to earn in commission the total amount of the monies advanced within 24 calendar months from the Effective Date, then ownership of the Website will be transferred to RxGo at their request. Bennett Heyn shall provide detailed instructions on how to maintain the Website and develop new content. RxGo may also elect to allow Bennet Heyn to continue operation of the Website.
4. REPRESENTATIONS AND WARRANTIES
 - Bennett Heyn represents and warrants that he has the necessary skills, knowledge, and experience to develop the Website as agreed upon.
 - RxGo represents and warrants that it has the authority to enter into this Contract and advance funds to Bennett Heyn.
5. ENTIRE AGREEMENT
 - This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether oral or written.
 - Any modification or amendment to this Contract must be in writing and signed by both parties.
6. GOVERNING LAW AND JURISDICTION
 - This Contract shall be governed by and construed in accordance with the laws of the state of Colorado, without regard to its conflict of laws principles.
 - Any disputes arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts located in Arapahoe County, Colorado.



X _____ X 

Signed By Mike Spivey
Signed On: 05/10/2023

Signature Certificate

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Audit

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