

INFLUENCER AGREEMENT

This Influencer Agreement ("Agreement"), entered into this 30th day of July, 2019, is by and between Iconix Brand Group, Inc. (the "Advertiser") and Julia Marcum (the "Influencer"), each, a "party" and collectively, the "parties".

WHEREAS, the Advertiser wishes to use certain services of the Influencer, and the Influencer wishes to provide such services to the Company, pursuant to the terms of this Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Appointment. The Advertiser would like the Influencer's assistance in promoting the Advertiser's products via their social media accounts. The Advertiser hereby appoints the Influencer as its representative on a non-exclusive, non-employee basis to endorse and promote its Fieldcrest Brand to the target audience, such audience to be agreed between the parties on a case by case basis.

2. Term. Subject to Section 4, Influencer's appointment hereunder shall be effective as of August 1, 2019 and continue until January 31, 2020 (the "Term"), unless sooner terminated in accordance with the terms herein.

3. Deliverables. During the Term, the Influencer will deliver the agreed number of posts on the agreed social media platforms on behalf of the Advertiser according to the delivery schedule specified by the Advertiser and such other services that the parties hereto may mutually agree from time to time (collectively, the "Services"). The Services shall conform to the specifications and instructions of the Advertiser as outlined in detail in the attached Exhibit A, abide by the rules of the relevant social media platforms, and are subject to the Advertiser's acceptance and approval. The Advertiser shall have two (2) days to reject any deliverable in accordance with this Section. If the Advertiser fails to respond to the Influencer, such deliverable shall be deemed approved. Any rejection by the Advertiser shall include revisions and/or amendments to the deliverable.

Each post on social media platforms must mention the [Brand and/or Product] and include the official social media handle @fieldcresthome, unless otherwise designated by the Advertiser. All posts will be in the Influencer's "own voice". The Influencer may not delete any of the social media posts, unless otherwise instructed by the Advertiser.

4. Termination. Either party may terminate this Agreement upon ten (10) days prior written notice if the other party breaches this Agreement and does not cure such breach within such time period. In addition, in the event that the Influencer has breached this Agreement or in the event there are allegations of the Influencer committing any crime or an act (including any deliverable as part of the Services) that, in the Advertiser's reasonable opinion shocks or offends the public or which manifests contempt or disregard for diversity, public morals or decency or may cause damage or be detrimental to the name, reputation or image of the Advertiser, the Advertiser may (i) immediately suspend, limit or terminate the Influencer's access to any Advertiser account and/or (ii) instruct the Influencer to cease all promotional activities or make clarifying statements, and the Influencer shall immediately comply. Either party may terminate this agreement at any time without cause upon thirty (30) days prior written notice to the other party. Sections 8, 12, 13 and 14 shall survive any termination of this Agreement.

5. Collateral Details. The Advertiser shall provide the necessary content and briefing materials to enable the Influencer to perform the Services.

6. Influencer Posts. The Influencer agrees that all of its blog posts, social media statuses, tweets, and/or comments should be in good taste and free of inappropriate language and/or any content promoting bigotry, racism or discrimination based on race, gender, religion, nationality, disability,

sexual orientation, or age. The Influencer will not, directly or indirectly disparage or otherwise comment negatively on the Advertiser, its affiliates or any of each of their respective officers, directors or employees nor will the Influencer comment negatively on the Advertiser's brands, products or those products of the Advertiser's duly appointed third parties.

7. Approval and Content Origination. The Influencer understands that all promotions and products he/she promotes as part of this Agreement are controlled by the Advertiser. The Influencer assumes all responsibility for verifying that the campaign materials used meet the Advertiser's approval.

8. Confidentiality and Exclusivity. During the course of the Influencer's performance of the Services for the Advertiser, the Influencer will receive, have access to and create documents, records and information of a confidential and proprietary nature to the Advertiser and customers of the Advertiser. The Influencer acknowledges and agrees that such information is an asset of the Advertiser or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of the Advertiser and its clients must be kept strictly confidential and used only in the performance of the Influencer's duties under this Agreement. The Influencer agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever except to the existing employees of the Advertiser or as otherwise directed by the Advertiser in the course of the Influencer's performance of services under this Agreement, and thereafter only with the written permission of the Advertiser. Upon termination of this Agreement or upon the request of the Advertiser, the Influencer will return to the Advertiser all of the confidential information, and all copies or reproductions thereof, which are in Influencer's possession or control. The Influencer agrees that during the Term of this Agreement, and for a three-month term afterward, the Influencer will not undertake influencer marketing for a competitor in the same vertical as the Advertiser. Furthermore, the Influencer agrees that, during the Term of this Agreement, the Influencer will not undertake influencer marketing for Target competitors' Walmart and Amazon, or for any competitors of the Fieldcrest brand in the soft home/textile space.

9. Compensation. In full consideration of the Influencer's performance of the Services under this Agreement, during the Term the Influencer shall be paid the amount agreed upon between the Influencer and Advertiser as set forth on Exhibit A. The Influencer will otherwise perform the Services at his/her own expense and use his/her own resources and equipment. The Influencer acknowledges that the agreed upon compensation represents the Influencer's entire compensation with respect to this Agreement and the Advertiser shall have no other obligation for any other compensation to or expenses or costs incurred by the Influencer in connection with the performance of its Services under this Agreement.

10. Material disclosures; Compliance with FTC Guidelines. When publishing posts/statuses about the Advertiser's products, the Influencer must clearly disclose his/her "material connection" with the Advertiser, including the fact that the Influencer was given any consideration, was provided with certain experiences or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that the Influencer makes about the Advertiser or the Advertiser's products. This disclosure is required regardless of any space limitations of the medium (e.g., Twitter), where the disclosure can be made via hashtags (e.g., #sponsored). The Influencer's statements should always reflect the Influencer's honest and truthful opinions and actual experiences. The Influencer should only make factual statements about the Advertiser or the Advertiser's products which the Influencer knows for certain are true and can be verified.

11. Payment Terms. Payments will be made to the Influencer within thirty (30) days after the Advertiser's receipt of an invoice from the Influencer.

12. Independent Contractor. The Influencer is retained as an independent contractor of the Advertiser. The Influencer acknowledges and agrees that (i) the Influencer is solely responsible for the

manner and form by which the Influencer performs under this Agreement, and (ii) the Influencer is a self-employed individual, who performs services similar to the Services outlined in the attached Exhibit A for various entities and individuals other than the Advertiser. The Influencer is responsible for the withholding and payment of all taxes and other assessments arising out of the Influencer's performance of services, and neither the Influencer nor any of the Influencer's employees or independent clients shall be entitled to participate in any employee benefit plans of the Advertiser.

13. Governing Law; Chosen Forum. The formation, construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of New York. The parties irrevocably submit to the exclusive jurisdiction of the courts of New York located in the borough of Manhattan. Such submission shall not limit the right of the Advertiser to commence any proceedings arising out of this Agreement in any jurisdiction it may consider appropriate. The Influencer waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

14. Indemnification. The Influencer agrees to indemnify and hold Advertiser and its affiliates and each of their respective officers and directors, employees, affiliates and agents harmless against any liabilities, losses, damages, costs or expenses, including any attorney's fees, arising from any third-party claim, action or proceeding based upon or in any way related to the Services provided by the Influencer hereunder or any breach or alleged breach of this Agreement.

15. Miscellaneous. This Agreement sets forth the entire agreement between the Influencer and the Advertiser with respect to the subject matter hereof and may be modified, amended, waived, terminated or discharged only by a written instrument signed by the party to be charged. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. The Influencer shall not assign its rights or delegate its duties under this Agreement without the consent of the Advertiser. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and any permitted assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

By: Julia Marcum
Julia Marcum

ICONIX BRAND GROUP, INC.

By: _____
Valerie Zimmel

Director of Marketing, Home

EXHIBIT A

Services

Instagram Influencer Campaign

- 2 IG posts per month for 6 months (12 total assets), incorporating Chris, Julia, their girls, and/or their dog, Willow, into 3 to 4 of the total posts
- Provide 4 images per month (by the 20th) for approval
- Use all of the appropriate tags
- Grant image usage for one year, with a Chris Loves Julia credit and tag

Compensation

\$25,000.00