

SEATTLE GUMMY COMPANY
BRAND INFLUENCER AGREEMENT

THIS BRAND INFLUENCER AGREEMENT is made and entered into by and between Seattle Gummy Company, a Washington corporation (the “**Company**”), and undersigned (the “**Brand Influencer**”) (each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”).

Brand Influencer desires to provide Company marketing related services and Company desires to retain such services from Brand Influencer. In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. SERVICES

1.1 Brand Influencer will facilitate the marketing of Company products including MOCCA SHOTS and ENERGEN QUBE (the “**Company Product**”)

1.1.1 Brand Influencer shall provide at least two (2) posts per month on social media channels on each of Instagram, Facebook and Twitter. The post must include Company Product and its packaging, which should be clear, in focus, and the highlight on the image. Photos should always include the two-gummy packaging and gummies should never be photographed alone. Themes to post should include fitness (such as running, yoga, at home, at the gym, hiking, cycling, etc.), lifestyle (such as travel days, road trips, day out, getting work done, gaming, going out) and mom energy. Product can be alone in a flatlay style, a staged for photo, or with the Brand Influencer in an image. @SeattleGummyCompany should be tagged. Hashtags include: #moccashots #energyon #SeattleGummyCompany #get_done.

1.1.2 Brand Influencers shall provide four (4) mentions of Company Product in stories each month.

1.1.3 Brand Influence must provide one (1) giveaway of Company Product each quarter.

1.2 Performance. Brand Influencer will use its best efforts to perform the Services in a manner satisfactory to Company, including without limitation, in an ethical, efficient, expeditious and professional manner. In performing the Services, Brand Influencer will: (a) not mislead, lie, and misrepresent Company and Company products; (b) not use or disclose to a third party any confidential information; (c) not misrepresent the relationship between Company and Brand Influencers; and (d) comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements.

1.3 No Conflicting Obligations. Brand Influencer represents that it does not have, and agrees that it will not enter into, any agreement, obligation, duty or commitment with any third party that conflicts with any provision of the Agreement or any of the Brand Influencer's obligations, duties or commitments under the Agreement.

1.4 Materials. All files and materials generated during the course of the Services belong to Company.

2. COMPENSATION AND OBLIGATIONS

2.1 Free Sample. Company will provide Brand Influencer the following to support Brand Influencer’s activities:

- One (1) free box of Company Product of Brand Influencer’s choosing each month
- Discount code to share with Brand Influencer’s community

- Free product for Brand Influencer's quarterly giveaways, which will be fulfilled by SGC
- Exclusive, ongoing product discounts
- Ongoing information and resources
- Invitations to Company community events
- Access to Company's #GummySquad Facebook community

2.2 Brand Influencer Discount. Brand Influencer will receive 40% discount off the retail price of any product marketed by Company on all purchases made by Brand Influencer directly with Company. The discount is limited to up to 50 boxes of products (in combination) per month.

3. TERM

3.1 Term. This Agreement shall begin on the Effective Date and continue for an initial one (1) year (together with all renewal terms, the "**Term**"). The Term will automatically renew for an additional one (1) year terms unless terminated by either party on ten (10) days written notice prior to the end of the Term.

3.2 Termination. Either party may terminate the Services at any time upon 30 days written notice. Any marketing material provided by Company to Brand Influencer in connection with the Services shall be returned to Company immediately upon the termination of this Agreement.

3.3 Survival. The provision of Section 3, 4, 9, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement and remain in full force and effect thereafter.

4. CONFIDENTIALITY

Brand Influencer understands that Company may disclose Confidential Information (as defined below), which is important to its business, and that this Agreement creates a relationship of confidence and trust between Brand Influencer and Company with regard to the Confidential Information.

4.1 Confidential Information. For purposes of this Agreement, "**Confidential Information**" is information that (a) has been developed, created, or discovered by or on behalf of Company, or (b) is learned, developed, created, or discovered by Company, or (c) will become known to the Brand Influencer, which has commercial value in Company's business. "**Confidential Information**" includes, but is not limited to, financial data, customer information, clients list, supplier information, ideas, concepts, designs, expressions, composition of matters, formulas, dosage information, chemical compounds, products, methods, technologies, know-how, works of authorship, source and object code, algorithms, processes, data, computer programs, ideas, techniques, and inventions (whether patentable or not).

Confidential Information does not include information that: (a) is rightfully known by Brand Influencer without any limitation on use or disclosure before receipt from Company; (b) enters or has entered the public domain through no fault of Brand Influencer; or (c) is rightfully received by Brand Influencer from a third party without any obligation of confidentiality. Brand Influencer understands and agrees that this service relationship creates a relationship of confidence and trust between Company and Brand Influencer with respect to Confidential Information.

4.2 Security Assurance. At all times, both during the term of this Agreement and after its termination, Brand Influencer will keep in confidence and trust, and will not use or disclose, any Confidential Information without the prior written consent of Company, except (a) as may be necessary in the ordinary course of performing the Services under this Agreement for the benefit of Company, (b) as required by law or legal process, (c) during the course of litigation, so long as the disclosure is restricted in the same manner as the confidential information of other parties, and (d) in confidence to its legal counsel solely in

connection with this Agreement. But, with respect to (a) through (d) above, (i) Brand Influencer shall use all reasonable legal means available to minimize disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available, and (ii) Brand Influencer will provide Company with at least 30 days prior written notice of disclosure to any third party.

4.3 Period of Protection. Except for with respect to the financial terms of this Agreement, for which the confidentiality obligations of the parties will survive indefinitely, the obligations of the parties under this Section 3 will survive for a period of ten (10) years after disclosure to Brand Influencer by Company of the relevant item of Confidential Information.

5. OWNERSHIP

5.1 Assignment of Work Products. Brand Influencer agrees that all right, title, and interest in and to any material, notes, records, drawings, designs, videos, audios, photographs, arts, designs, literature or music compositions, strategies, inventions, concepts, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Brand Influencer, solely or in collaboration with others, copyrightable or not, during the term of this Agreement and arising out of, or in connection with, performing the Services under this Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, “**Work Products**”), are the sole property of the Company. Brand Influencer also agrees to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to the Company all right, title and interest in and to the Work Products.

5.2 Pre-Existing Materials. Subject to Section 4, Brand Influencer agrees that if, in the course of performing the Services, Brand Influencer incorporates into any Work Products or utilizes in the performance of the Services any pre-existing invention, discovery, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by Brand Influencer or in which Brand Influencer has an interest (“**Prior Work Products**”), (i) Brand Influencer will provide the Company with written notice and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Work Products, without restriction, including, without limitation, as part of or in connection with such Work product, and to practice any method related thereto.

5.3 Moral Rights. Any assignment to the Company of Work Products includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, Brand Influencer hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

5.4 Maintenance of Records. Brand Influencer agrees to keep and maintain adequate, current, accurate, and authentic written records of all Work Products made by Brand Influencer (solely or jointly with others) during the term of this Agreement. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that is customary in the industry and/or otherwise specified by the Company. Such records are and remain the sole property of the Company at all times and upon Company’s request and upon any termination of this Agreement, Brand Influencer shall deliver (or cause to be delivered) the same.

5.5 Further Assurances. Brand Influencer agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Work Products in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Work Products and testifying in a suit or other proceeding relating to such Work Products. Brand Influencer further agrees that Brand Influencer's obligations under this Section 4.5 shall continue after the termination of this Agreement.

5.6 Attorney-in-Fact. Brand Influencer agrees that, if the Company is unable because of Brand Influencer's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Brand Influencer's signature with respect to any Work Products, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Work Products assigned to the Company in Section 4, then Brand Influencer hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Brand Influencer's agent and attorney-in-fact, to act for and on Brand Influencer's behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Work Products to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Brand Influencer. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

5.7 No challenge. Brand Influencer agrees that the Brand Influencer will receive confidential information about Company technology and IP during the Term. The Brand Influencer hereby agrees not (i) attempt to or cause any third party to challenge in any court, jurisdiction, legal proceeding, or administrative agency or proceeding the validity or enforceability of any Company IP including, without limitation, patent applications, patents, trademarks, copyrights, or registrations; (ii) directly or indirectly, knowingly assist or direct any Third Party in an attempt to challenge the validity or enforceability of the Company IP except to comply with any court order or subpoena.

6. STANDARD OF CONDUCT. In rendering the Services under this Agreement, Brand Influencer shall conform to high professional standards of work and business ethics.

7. ANTI-BRIBERY. Company prohibits bribery in any form, defined as providing or receiving payments or other things of value in order to gain or maintain business in a corrupt manner or to obtain an improper business advantage. This includes giving bribes to government officials as well as commercial bribery among private business counterparts. By entering into this Agreement, Brand Influencer agrees to comply with U.S. Foreign Corrupt Practice Act ("FCPA") and local anti-bribery laws.

Brand Influencer agrees to reimburse Company on demand against all costs and damages suffered or expended by Company as a result of any violation by Brand Influencer of the FCPA or local anti-bribery laws.

8. INDEPENDENT CONTRACTOR. Brand Influencer is an independent contractor and is not an employee, partner, or co-venture of, or in any other service relationship with Company. Brand Influencer is not authorized to speak for, represent, or obligate Company in any manner without the prior express written authorization from an officer of Company.

9. AMENDMENT. This Agreement and its Addendum may be amended or modified by Company upon 30 days written notice to Brand Influencer.

10. GOVERNING LAW AND DISPUTE RESOLUTION.

10.1 Governing Law and Jurisdiction. This Agreement and the rights and obligations of the parties will be interpreted and enforced in all respects in accordance with and governed by the laws of the State of Washington without reference to choice of law principles to the contrary. The parties agree that except for injunctive relief that a party may seek in any court of competent jurisdiction, the sole venue for all disputes concerning this Agreement shall lay within the exclusive jurisdiction of courts situated in the County of King in the State of Washington and the parties hereby consent to and agree that such courts shall have personal jurisdiction of each party hereto.

10.2 Dispute Resolution. The parties waive their rights to seek remedies in court in any jurisdiction, and will resolve any and all claims, disputes, or controversies relating in any way to this Agreement (the "**Disputes**") as set forth in this Section. Parties' exclusive remedy in the event of any Dispute will be the recovery of money damages, subject to the disclaimers and limitations set forth in this Agreement. Nothing in this Section will be construed to waive any rights or timely performance of any obligations under this Agreement.

(a) The party raising the Dispute will promptly provide the other party with a written notice reasonably detailing the Dispute (a "**Dispute Notice**"). The parties will attempt to resolve the Dispute during the 30-day period after a party's receipt of a Dispute Notice.

(b) If the parties cannot timely resolve the Dispute through negotiation, before resorting to arbitration, the parties will try in good faith to settle the Dispute by mediation before a mutually agreed mediator in the State of Washington. The mediation will be administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. The mediation proceeding will occur on the earliest practicable date following the submission of a request for mediation, which request must be submitted within 60 days after a party's receipt of a Dispute Notice.

(c) If the Dispute is not resolved through mediation, the parties will submit the Dispute to final and binding arbitration administered to final and binding arbitration administered by the AAA under its Commercial Arbitration Rules. The arbitration will be conducted by a mutually agreed panel of 3 neutral arbitrators (or a panel of 3 selected by the AAA if the parties cannot agree) in the State of Washington. The arbitration method will be "baseball arbitration," in which case each party will submit to the arbitrators and exchange with each other in advance of the hearing their last, best offers and the arbitrators will be limited to awarding only one or the other of the 2 figures submitted. The arbitrators may enter a default decision if a party fails to participate. The arbitrators' award may be entered and enforced in any court with competent jurisdiction. The costs of the arbitration proceeding, including reasonable attorneys' fees and costs, will be determined by the arbitrators. To the fullest extent permitted by law, no arbitration under this Agreement may be joined to any other arbitration, and no class arbitrations are permitted except as may be required by law, neither party nor any arbitrator may disclose the existence, content, or results of any arbitration proceeding or award without the prior written consent of both parties.

11. NONSOLICITATION. To the fullest extent permitted under applicable law, from the date of this Agreement until twenty-four (24) months after the termination of this Agreement for any reason (the "**Restricted Period**"), Brand Influencer will not, without the Company's prior written consent, directly or indirectly, solicit any of the Company's employees, Partners, and Brand Influencers to leave their employment or engagement, or attempt to solicit employees, Partners, or Brand Influencers of the Company, either for Partner or for any other person or entity. Brand Influencer agrees that nothing in this Article 9 shall affect Brand Influencer's continuing obligations under this Agreement during and after this twenty-four (24) month period, including, without limitation, Partner's obligations under Article 3.

12. NON-DEFAMATION. Brand Influencer shall not, during the Term of this Agreement, nor at any time thereafter, directly or indirectly, in public or private, in any manner or in any medium whatsoever, deprecate, impugn or otherwise make any comments, writings, remarks or other expressions that would,

or could be construed to, defame the Company or its reputations. Nor shall the Brand Influencer assist any other person, firm or company in so doing.

13. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE TOTAL FEES OWED TO BRAND INFLUENCER UNDER THIS AGREEMENT.

14. INDEMNIFICATION. Brand Influencer will indemnify, defend and hold harmless Company with respect to any and all causes of action, claims, demands, damages, costs, suits and liabilities arising out of or in any way related to Brand Influencer's interaction with a third party that is not due to the defect of the Company products.

15. OTHER TERMS.

15.1 Disclaimer. Except as expressly set forth in this Agreement, neither party gives the other party any assurance regarding the patentability of any claimed invention in, or the validity of, any patent or that the manufacture, sale, offering for sale, importation, exportation or other distribution of any product or method disclosed or claimed in any patent will not infringe the intellectual property rights of any third party.

15.2 Compliance with Laws. Notwithstanding anything in this Agreement to the contrary, the parties are subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, including, without limitation, any export control laws, and to orders, regulations, directions or requests of that government.

15.3 Assignment. The terms and conditions of this Agreement will inure to the benefit of Company, its successors, assigns and other legal representatives, and will be binding upon Brand Influencer, its successors, assigns, and other legal representatives. Company and/or its designees shall not assign, in whole or in part, this Agreement, and/or any rights acquired hereunder. The obligations of Brand Influencer are personal and shall not be assigned by Brand Influencer.

15.4 Notice. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) by email from the originating party, combined with a confirmation email reply indicating receipt by the receiving party; (ii) upon actual delivery, if delivery is by hand; or (iii) one (1) day after being sent by overnight courier, charges prepaid, to the address specified herein, or at such other address for which the parties give notice hereunder.

15.5 Drafter. No party will be deemed the drafter of this Agreement, and both parties acknowledge that they had sufficient time to have this Agreement reviewed by counsel and that this Agreement will be deemed to have been jointly prepared by the Parties.

15.6 No Subsequent Waiver. No waiver of any rights by either party hereunder shall constitute a further or subsequent waiver of any additional rights of the party.

15.7 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of the Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

15.8 Entire Agreement. This Agreement is the entire agreement and supersedes any and all prior agreements of the parties with respect to the subject matter of this Agreement. No amendment of this Agreement will be valid unless the parties agree in writing.

15.9 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be considered an original.

15.10 Contract Execution. This Agreement is agreed by and entered into upon checking “I AGREE” box and the successfully payment to purchase the Starter Kit by Brand Representative as of the payment date (the “**Effective Date**”).