

INFLUENCER SERVICES AGREEMENT

This Influencer Services Agreement (this “Agreement”), dated November 10, 2021 (the “Effective Date”), is entered into by and between **Estate Five Media, LLC d/b/a Suite Number Five**, having its principal office at 1345 Chemical St., Dallas, TX 75207 (“Company”) and **Awed by Monica Inc.**, having an office at 6020 Richwood Circle, Roswell, GA 30076 (“Talent”, and together with Company, the “Parties”, and each individually, a “Party”).

WHEREAS, Company and Talent desire to enter into a marketing arrangement wherein Talent shall execute certain marketing and promotional activities as more specifically set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. SERVICES AND BRIEFS.

1.1. Subject to the terms and conditions of this Agreement (including, without limitation, the payment of fees set forth in Section 3 below), Talent shall provide certain services to Company (the “Services”) which Services shall comprise deliverables and/or other content (the “Content”) specified in one or more Amazon Brief’s attached to or governed by this Agreement (each, “Brief”), in each case, for delivery within the time frame(s) identified in the applicable Brief.

1.2. The terms and conditions of this Agreement will govern all transactions contemplated by each Brief. Each Brief shall reference this Agreement, and any reference contained in this Agreement to a Brief will be applicable to each then-effective Brief. Any deviation from the terms of this Agreement will be specified in each Brief and will only alter the obligations of the Parties to the extent expressly set forth in such Brief. In the event of a conflict between the terms of this Agreement and a Brief, such Brief will control.

2. DISCLOSURES. The Parties shall ensure that any social media posts or other promotions made in connection with the Services comply with all FTC guidelines concerning the use of endorsements and testimonials. Specifically, Talent shall disclose, in a clear and conspicuous manner, on Talent social media posts that Talent is being compensated by Company in exchange for such posts; such disclosure may include a hashtag indicating as such (e.g., #sponsored, #promo, #ad, etc.).

3. FEES, INVOICING AND PAYMENT.

3.1. Fees. Company shall pay Talent the fees for the Services as set forth in the applicable Brief (the “Fees”).

3.2. Invoicing. Following the delivery of the Services, or as otherwise set forth in the applicable Brief, Talent shall submit to Company an invoice for the Services.

3.3. Payment. Unless otherwise set forth in the applicable Brief, Company shall pay the Fees set forth on each invoice within 30 days from Company’s receipt of such invoice from Talent. Talent hereby authorizes and directs Company to make all payments due Talent under this Agreement to Estate Five Media, LLC (which is authorized to receive payment on Talent’s behalf), unless otherwise set forth in the applicable Brief or invoice. Company shall be responsible for all additional fees incurred by Talent or Estate Five Media, LLC associated with the method of payment chosen by Company. In the event that any payment due under this Section 3.3 remains unpaid after 30 days from Company’s receipt of an invoice, (a) interest shall accrue on all past due amounts at an interest rate of the lesser of 5% per month or the maximum interest rate allowable by law, compounded monthly from its due date until payment of such past due amount and all interest thereon is made in full and (b) Talent may, at its sole option, suspend performance of the Service and/or retain all Content or other work product until payment has been made.

4. TERM AND TERMINATION.

4.1. Term. The term of this Agreement commences on the Effective Date and will terminate on the expiration date of the last effective Brief under this Agreement (the “Term”).

4.1.a. **Termination.** If Talent fails to perform any of its obligations under this Agreement, Company shall give Talent written notice thereof, and if Talent fails to remedy such failure within five (5) business days of receipt of notice, this Agreement shall be terminated as of the fifth day.

4.1.b. Company may, in addition, terminate this Agreement at any time during the term hereof upon notice without cause without any termination fee or any other cost, charge or expense of any kind or nature. Company shall pay Talent all outstanding sums due and owing through the date of actual termination of the Agreement including any expenses incurred, subject to the terms hereof. Upon expiration or termination Company shall be responsible for the following unless mutually agreed in writing to the contrary: (i) any non cancelable or non-transferable contract made by Talent on Company's written authorization and still existing upon the expiration or termination of this Agreement, and (ii) any materials or services which Company has approved and which Talent has purchased or committed in non-cancelable or non-transferable writing to purchase on Company's account.

4.1.c. If Talent has not completed the Services within any timeline or before any deadline specified in the Brief, then Company shall not be obligated to pay any amounts that exceed the reasonable value of Services received from Talent by the expiration or termination date. Company may, in its discretion, suspend performance of all or part of the Services during the termination notice period.

4.2. INTELLECTUAL PROPERTY.

4.3. Company IP. As between the Parties, and except for the licenses granted or as otherwise expressly provided in this Section 5, Company retains all right, title and interest in and to any of Company’s trademarks, trade names, service marks, logos, symbols, images, trade dress (collectively, “Company Marks”), inventions, patent rights, copyright works created by or for Company and/or that may bear Company’s copyright notice, trade secrets, Confidential Information, and any intellectual property rights in and to any of the foregoing (“Company IP”). Company hereby grants to Talent a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up license to use the Company Marks solely in connection with performing the Services. Except as set forth in this Section 5 and in connection with provision of the Services as set forth in a Brief, Talent shall not use any Company IP without Company’s prior written consent. Any such consent shall apply only to the particular Company IP and for the specific purpose for which such consent was given. Talent’s use of the Company IP shall inure exclusively to the benefit of Company, and Talent shall not acquire any rights therein.

4.4. Talent IP. As between the Parties, and except for the licenses granted or as otherwise expressly provided in this Section 5, Talent retains all right, title and interest in and to any of Talent’s name, voice, likeness, biographical data, trademarks, trade names, service marks, logos, symbols, images, trade dress (collectively, “Talent Marks”), inventions, patent rights, copyright works created by or for Talent and/or that may bear Talent’s copyright notice, trade secrets, Confidential Information, Content (except for any Company IP embedded therein), and any intellectual property rights in and to any of the foregoing (“Talent IP”, and together with the Company IP, the “Intellectual Property”). Except for references to the Talent Marks in connection with provision of the Services as set forth in a Brief, Company shall not use any Talent IP without Talent’s prior written consent. Any such consent shall apply only to the particular Talent IP and for the specific purpose for which such consent was given. Company’s use of the Talent IP shall inure exclusively to the benefit of Talent, and Company shall not acquire any rights therein.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Company represents and warrants that: (a) Company has the right and authority to enter into this Agreement; (b) Company owns or possesses rights, title, and/or interest in the Company IP, and the use of Company IP in accordance with this Agreement does not violate or infringe upon the intellectual property or proprietary rights of any third party; and (c) Company shall comply with all laws and regulations applicable to its duties and obligations under this Agreement, including, but not limited to, 16 CFR Part 255 and the United States Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising (the "Endorsement Rules"), Section 5 of the Federal Trade Commission Act (the "FTC Act"), 15 U.S.C. 7701-7713 the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "Federal CAN-SPAM Act"), and any federal and state privacy laws ("Privacy Laws") in connection with the posting of any social media content, advertising and sending commercial/promotional emails.

5.2. Talent represents and warrants that: (a) Talent has the right and authority to enter into this Agreement; (b) Talent owns or possesses rights, title, and/or interest in the Talent IP, and that the use of Talent IP in accordance with this Agreement does not violate or infringe upon the intellectual property or proprietary rights of any third party; and (c) Talent shall comply with the Endorsement Rules, the FTC Act, the Federal CAN-SPAM Act, and any Privacy Laws when posting any social media content, advertising and sending commercial/promotional emails.

6. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH ABOVE IN SECTION 6, NEITHER PARTY MAKES ANY WARRANTIES TO THE OTHER AND EACH EXPRESSLY DISCLAIMS ANY WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR (A) ANY CONSEQUENTIAL, PUNITIVE, RELIANCE, SPECIAL, EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, INTERRUPTION OR LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (B) AGGREGATE DAMAGES IN EXCESS OF THE AMOUNTS PAID TO TALENT UNDER THIS AGREEMENT AT TIME SUCH CLAIM ARISES. THESE LIMITATIONS WILL APPLY EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY PROVIDED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. INDEMNIFICATION. Each Party will defend, indemnify, and hold the other Party, its affiliates and each of their respective officers, employees, affiliates and agents harmless from and against any and all third party claims, suits, judgments, losses, damages, fines or costs (including reasonable outside attorney's fees and expenses) related to or arising out of such Party's willful misconduct, negligence, or breach of this Agreement. Talent's indemnification obligation under this Section 8 shall be capped at the total amount paid to Talent under this Agreement at the time such claim arises. The Parties' obligations under this Section 8 will survive the expiration and/or termination of this Agreement.

8. CONFIDENTIAL INFORMATION. "Confidential Information" means all information that is proprietary to either Party, or its customers or suppliers and that is disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Confidential Information includes all sales reports marketing information and plans, traffic numbers, conversion rates and other information concerning the Parties' business. In addition to the foregoing, any data related to the performance of the Services and any elements that are disclosed to Talent, as the Receiving Party, or as developed by Talent in connection with its obligations hereunder. Confidential Information does not include: (a) information that is made generally available to the public without obligation of confidentiality; (b) information that the Receiving Party acquires from a third party without obligation of

confidentiality; (c) information that the Receiving Party can show through documentation that was independently developed by the Receiving Party without use of Confidential Information of the Disclosing Party; or (d) information obtained through independent newsgathering by a reporter, writer, or researcher who either works for or is providing services to the Receiving Party or its affiliates without use of the Disclosing Party's Confidential Information. The Receiving Party will take reasonable precautions to safeguard the confidentiality of the Disclosing Party's Confidential Information, including at a minimum, the precautions taken by the Receiving Party to protect its own Confidential Information. The Receiving Party will not disclose Confidential Information in whole or in part to any third party except to: (a) employees, consultants or professional advisors who require access to the Confidential Information in connection with the Services, provided that any such employees and consultants are bound to maintain the information in confidence; or (b) pursuant to a requirement of a court, government agency, or law, including without limitation, state and federal securities laws; provided that the Receiving Party notifies the Disclosing Party immediately upon learning of such requirement so that the Disclosing Party has an opportunity to take action to protect the Confidential Information. The Receiving Party will not use Confidential Information for any purpose other than the performance of this Agreement. Such prohibition includes without limitation, use of Confidential Information in order to compete or assist any third party to compete with the other Party. Neither Party will remove or deface, or allow the removal or defacement, of any confidential or proprietary notice placed on any Confidential Information of the other Party. Upon the Disclosing Party's request and upon termination or expiration of this Agreement, the Receiving Party will either promptly destroy or return the Confidential Information to the Disclosing Party. This Section 9 shall survive the expiration or earlier termination of this Agreement for a period of one year.

9. GENERAL.

9.1. Notices. Notices under this Agreement shall be effective upon receipt if sent pre-paid by nationally recognized overnight courier service, first class mail, or personal delivery (with a copy of any notice to be sent by electronic mail) to the other Party at the address for the Party identified in this Section 10.1 (any inclusion of an e-mail address below is for informational purposes only, and communication via e mail alone shall not be an effective method of notice for purposes of this Agreement).

If to Company:

Estate Five Media, LLC d/b/a Suite Number Five
1345 Chemical St.
Dallas, TX 75207
Attn: Sam Katz
E-mail: sam@suitenofive.vip

If to Talent:

Awed by Monica Inc.
6020 Richwood Circle
Roswell, GA 30076
Attn: Monica Awe
E-mail: awedbymonica@gmail.com

9.2. Force Majeure. Each Party shall be excused from any delay or failure in performing any of its obligations under this Agreement to the extent that any such delay is caused by any act of God, war, strike, labor dispute, work stoppage, terrorism, fire, government action, or any other cause, whether similar or dissimilar, that is beyond its control (a "Force Majeure Event"). The Party affected by any such Force Majeure Event shall provide the other Party with written notice thereof promptly after the affected Party first learns of

such Force Majeure Event and must act reasonably and diligently to remedy the cause of, or to mitigate or overcome such delay. The affected Party's performance shall be extended for the period of delay or inability to perform due to such Force Majeure Event.

9.3. Survival. Any rights or obligations that have accrued prior to the termination or expiration of this Agreement will survive such termination or expiration, as will the following provisions of this Agreement: Section 3; Section 6; Section 7; Section 8; Section 9; and Section 10.

9.4. Severability and No Waiver. If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby. Neither Party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other Party of any of the provisions of this Agreement. Further, the waiver by either Party of a particular breach of this Agreement by the other shall not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.

9.5. Relationship of the Parties. The Parties are independent contractors and neither Party is an agent of the other Party or has the authority to bind the other.

9.6. Counterparts. This Agreement and each Brief may be executed in separate counterparts each of which, when so executed and delivered by each of the Parties, becomes binding on the Parties. A signature transmitted electronically or by facsimile shall be effective and considered an original.

9.7. Terms; Interpretation. The headings of this Agreement are inserted only for convenience and will not be construed as a part of this Agreement. When appropriate in this Agreement, references to the singular shall be read to include the plural and vice versa.

9.8. Remedies. Unless otherwise expressly provided in this Agreement, remedies will be cumulative and the specification of a remedy will not preclude a Party from pursuing other remedies available at law or equity.

9.9. Assignment. No Party may assign this Agreement by operation of law or otherwise without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any merger, consolidation or change of ownership of a controlling voting interest of Company will be considered to effect an assignment for purposes of this Agreement. Any assignment other than as provided herein is void and of no force or effect.

9.10. Governing Law. The relationship of the Parties hereto and all claims arising out of or related to that relationship, including, but not limited to, the construction and interpretation of any written agreements, including this Agreement, will be governed by the laws of the state of residence of Talent (without regard to conflicts of law principles). For all purposes of this Agreement, the Parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, the county or federal court district in which Talent's office is located.

9.11. Entire Agreement. This Agreement (including all documents referenced herein) is the complete and exclusive statement of agreement concerning the subject matter hereof, and supersedes all prior understandings and communications between the Parties relating hereto. This Agreement may be amended only by a subsequent writing that is signed by both Parties. This Agreement is binding on and inures to the benefit of the Parties, their heirs, executors, administrators, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Company and Talent have entered into this Agreement as of the Effective Date.

**Estate Five Media, LLC d/b/a Suite Number
Five**

Awed by Monica Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

AMAZON BRIEF

This Amazon Brief (this “Brief”) is made effective as of November 10, 2021 (the “Effective Date”) by and between **Estate Five Media, LLC d/b/a Suite Number Five** (“Company”) and **Awed by Monica Inc.** (“Talent”) pursuant to, and by this reference is made a part of and subject to, all of the terms and conditions of that certain Influencer Services Agreement dated November 10, 2021 by and between Company and Talent (the “Agreement”). All capitalized terms used in this Brief and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

1. Campaign Description. The Services (as defined herein) shall relate to the Amazon x Duracell holiday promotion (the “Campaign”).

2. Services and Content. Talent will provide Company, during the Brief Term (as defined herein), with those certain services described in this Section 2 (collectively, the “Services” and, each individually, a “Service”), which Services include the deliverables or other content specified below (“Content”), in accordance with the terms and conditions of the Agreement and this Brief.

2.1. [Social Media Content.] Talent will provide the following social media Content:

2.1.a. One (1) Instagram Story consisting of a minimum of three (3) frames featuring Company product.

2.1.b. Each post shall include:

2.1.b.i. Specific language: Talent to abide by creative brief provided by Company

2.1.b.ii. Hashtags / handles: To be provided by Company

2.1.b.iii. FTC disclosure: All posts should employ the use of the paid partnership tool and visibly use the hashtag #ad or #sponsored

2.1.b.iv. Links / Swipe-ups: To be provided by Company

3. Schedule. Talent agrees to deliver all Content and associated drafts according to the mutually agreed upon schedule below or via email:

3.1. All product(s) or other materials required for the delivery of any Content must be received by Talent at least one (1) week prior to post-date.

3.2. Talent to provide Company with drafts of Content for review and edits no later than 24 hours prior to post-date.

3.3. Provided that Company timely provides any required Approvals as set forth in Section 7, Talent shall cause the Content to “go live” on the following dates and times and shall remain on Talent’s channels for no less than one year following the end of the Usage Term (as defined herein).

3.3.a. Social Media: Mutually agreed upon date within November or December 2021

4. Term. The term of this Brief commences on the Effective Date.

5. Fees. The Fees for the Services shall be:

5.1. \$2,500.00 USD

6. Usage. Talent hereby grants Amazon the irrevocable, royalty-free, non-exclusive right and license to use the Social Posts, in any and all media, now known or hereafter devised, throughout the World, to promote Amazon. Talent acknowledges and agrees that any and all Amazon intellectual property, including without limitation any Amazon advertiser intellectual property, used in and in connection with the Social Posts, may not be used after the

SOW Term by Talent or any third party, without the prior written consent of Amazon.

7. Approvals. All Content shall be approved by Company before Talent shall cause the Content to "go live". Company shall have a maximum of one (1) round of edits, which may only be requested if the Content does not abide by the creative brief provided by Company. Company shall review all draft Content provided by Talent and provide any requested edits within 24 hours of receipt of such drafts, and in any event at least 12 hours prior to the go-live dates/times set forth in Section 3. In the event that Company does not provide approval or requested edits within such time, and such failure to provide approval or requested edits results in Talent missing the requested go-live date/time set forth in Section 3, Talent shall be paid in full and shall post such Content at another time as mutually agreed by the Parties, taking into account their current editorial calendar and other post obligations.

8. Exclusivities. Influencers will not promote or render services in connection with, any campaign or any other advertising or promotional activity for any digital entertainment streaming devices, tablets, e-readers, connected home devices, or any device or service similar to the Products during the Term of the Statement of Work.

9. Guidelines. Talent shall agree, understand and comply with the guidelines set forth in Exhibit A.

[Signature Page Follows]

IN WITNESS WHEREOF, Company and Talent have entered into this Amazon Brief as of the Effective Date.

**Estate Five Media, LLC d/b/a Suite Number
Five**

Awed by Monica Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
INFLUENCER ADDENDUM GUIDELINES

1. Definitions

“**Influencer**” means a person engaged by Company to promote the Products and/or Services for the benefit of Amazon.

“**Product(s)**” means the product(s) identified by Amazon in the Amazon Brief.

“**Services**” means those services that the Influencer was hired to provide under the Amazon Brief.

2. Influencer Criteria

Influencer will meet the criteria set forth herein during the term of the Amazon Brief.

- a. Influencer will not authorize or release advertising matter or publicity, or give interviews which make reference to the details of his or her engagement with Company or Amazon, without Amazon’s express written approval, provided that in the course of providing the Services, Influencer will respond, discuss and comment in a favorable and positive and non-disparaging manner regarding Amazon Products and shall appropriately disclose that he or she is associated with Amazon, the Products and/or the Services.
- b. Influencer shall, if questioned by or asked for a statement by general news, industry news providers or general media, promote the Products in a positive, professional and business-like manner.
- c. Influencer will not in any way knowingly or intentionally disparage, denigrate, or ridicule Amazon, the Products, the Services or his or her association with Amazon, the Products and/or the Services.
- d. Influencer will not promote or render services in connection with, any campaign or any other advertising or promotional activity for any digital entertainment streaming devices, tablets, e-readers, connected home devices, or any device or service similar to the Products during the Term of the Amazon Brief. Amazon shall have the right, without restriction, to obtain any other persons’ or third parties’ endorsement of the Products both during and after the Term of the Amazon Brief. Influencer shall comply with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over the Influencer or the performance of the Services.
- e. Influencer will disclose material connections with Amazon in all social media communications and posts to be compliant with any and all applicable laws, rules and regulations, including without limitation, all FTC regulations and guidelines (including, without limitation the FTC’s Guides on Endorsements and Testimonials).

3. Content Guidelines

Any content created by Influencer during the Term of the Statement of Work, whether or not in connection with the Services, shall conform to the following content guidelines:

- a. Influencer shall not use content to which he or she does not own the intellectual property rights, for example:
 - i. Any names, images or likenesses of other persons without their permission (or the permission of their parents or legal guardians, where applicable), including celebrities;

- ii. Any names, trademarks, logos of companies, sports teams, colleges/universities, clubs, or organizations unless the Influencer represents that brand or company and is authorized to use the materials on merchandise.
- b. Influencer shall not use profane, obscene, or otherwise offensive images or text, including nudity or inappropriate language.
- c. Influencer shall not use or create content that depicts violence or is abusive, fraudulent, vulgar, harassing or threatening.
- d. Influencer shall not use or create content that uses text or images that are racist or otherwise signify hate towards and individual or a group of people.
- e. Influencer shall not use or create content that exploits images or likenesses of minors.
- f. Influencer shall not use or create content that is generally offensive or in bad taste, as determined by Amazon in its sole discretion.

The foregoing list should NOT be construed as an exhaustive list of prohibited material, but rather as general guidelines. Amazon will determine, in its sole and absolute discretion, whether content is in compliance with the content guidelines herein.

4. Termination

In the event an Influencer has caused or committed any act that, in Amazon's reasonable discretion:

- a. is or shall be, as set forth in an indictment, bill, charge, criminal complaint (or similar charging document), plea or conviction, a crime involving moral turpitude or any felony under Federal, state or local laws; or
- b. is the subject of a public reporting (that is not retracted within forty-eight (48) hours) through more than one (1) reputable news organization of allegations or accusations that the Influencer has engaged in conduct that would constitute a crime involving moral turpitude or any felony; or
- c. brings the Influencer or Amazon into public disrepute, contempt, scandal, or ridicule; or
- d. might tend to materially and permanently injure the success of Amazon or any of Amazon's products or services, or the Campaign; or
- e. Fails to provide clear and conspicuous disclosure of material connections with Amazon or otherwise fails to comply with FTC's Guides on Endorsements and Testimonials;

then upon written notice to Influencer from Company or Amazon, Amazon shall be entitled to, in addition to any other remedies available at law and at Amazon's option, either a refund from Influencer of any payments made for the Services of such Influencer or a replacement for the Services of such Influencer at no additional cost to Amazon.