

My Beauty Kit Partner Ad Agreement

This Marketing Agreement (this "Agreement"), dated as of March 01, 2023 (the "Effective Date"), is with My Beauty Kit Brand, ("My Beauty Kit") located at 440 Burroughs St #181, Detroit, Michigan 48202 My Beauty Kit and brand partner are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, My Beauty Kit and brand partner desire to establish a non-exclusive strategic marketing agreement whereby My Beauty Kit Brand will promote brand partner's products services to its customers. This Agreement may be modified from time to time in the form of a written instrument signed by both Parties (an "Amendment"). The terms of any Amendment executed during this Agreement will be subject to the terms of this Agreement unless otherwise stipulated in the Amendment.

1. **SCOPE OF ACTIVITIES.** The Parties will undertake the activities listed in Appendix A. The Parties acknowledge that their respective obligations to undertake the activities listed in Appendix A serve as good and valuable consideration for this Agreement.
2. **LICENSES.** The brand partner and responsible party grants to My Beauty Kit a non-exclusive, non-transferable, royalty-free license to use brand's trade names, trademarks, logos and service marks (collectively Marks) in connection with the performance of this Agreement. My Beauty Kit shall not use any of brands Marks for any purpose without first obtaining the prior written advance consent of responsible party. My Beauty Kit will not alter or permit alteration of, or remove or modify or permit removal or modification of, any of brand's, or other identifying marks placed by brand or its agents on the products or associated documentation or literature, without brand's prior written approval. Except as specifically provided in this Agreement, nothing in this Agreement shall confer upon My Beauty Kit any right, title or interest in any of the Marks or goodwill of the brand. My Beauty Kit acknowledges that brand's Marks and any related goodwill are the sole and exclusive property of brand partner, and My Beauty Kit agrees not to (or cause a third party to) contest the rights of its brand partners or to use any confusingly similar marks, works or symbols. At no time during or after the term of this Agreement shall My Beauty Kit challenge or assist others to challenge brand Marks or the registration thereof or attempt to register any trademarks, marks or trade names that are in any way confusingly similar to brand Marks.
Brand partners and responsible parties acknowledge that it retains ownership of all its Marks and other intellectual property rights that are licensed to it. My Beauty Kit acknowledges that its utilization of brands Marks will not create in it, nor will it represent it has, any right, title or interest in or to brands Marks other than the express and limited right to use brands Marks on My Beauty Kit's Website/Mobile App/Social Media granted under this Agreement. The goodwill from on My Beauty Kit's use of brands Marks, if any, shall accrue solely to the benefit of brand partner. My Beauty Kit agrees that it shall cease using brands Marks immediately upon request, and in no event shall this license survive the term of this Agreement.
3. **TERM AND TERMINATION.** The term of this Agreement shall be 1 months from the Launch Date, unless terminated earlier pursuant to the provisions of this Agreement. The Launch Date shall be the date when brands Promotional Offer is presented live on My Beauty Kit's website. Thereafter, the term will automatically renew for successive (1) month terms without notice.
 - a. **Termination for Cause.** If either Party materially defaults in the performance of any

provision of this Agreement, and such default is not cured within 30 days after the non-defaulting Party gives the defaulting Party written notice of such default, then the non-defaulting Party shall be entitled to terminate the Agreement immediately upon written notice of termination to the defaulting Party.

- b. **Termination for Convenience.** My Beauty Kit may terminate this Agreement for any reason at any time after the initial Term with 30 days prior written notice without further obligation of either Party except for any outstanding payment obligations hereunder.
- c. **Effect of Termination.** Termination shall not relieve either Party of any obligations incurred prior to the termination. Upon termination, My Beauty Kit agrees to (i) cease all promotions of brands services; (ii) cease all use of brands technology and Marks; and (iii) cease making brands services available in or through a website or otherwise, and upon request, to promptly destroy or return all copies (electronic or written) of the content, technology, and any other confidential or proprietary information in My Beauty Kit's possession or control. Without limiting the foregoing in any way, the Parties agree that following termination, each Party may continue to make their products/services available directly to users subscribing to the product/service prior to termination, without any liability or obligation to the other Party.

4. **WARRANTIES; DISCLAIMER**

- a. **Warranties.** Each Party represents and warrants to the other that:
 - i. it has the full corporate right and authority to enter into this Agreement and to perform the acts required of it hereunder;
 - ii. the execution of this Agreement by such Party and the performance by such Party of its obligations and duties hereunder do not and shall not violate any other Agreement to which such Party is a Party or by which it is otherwise bound;
 - iii. when executed and delivered by such Party, this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party according to its terms;
 - iv. such Party acknowledges that the other Party makes no representations, warranties or Agreements related to the subject matter hereof that are not expressly specified in this Agreement.
- b. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES AND EACH PARTY HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

5. **CONFIDENTIALITY**

- a. **Protection of Information.** The parties may provide each other with confidential information

and trade secrets, including without limitation, information on their respective organization, business, finances, personnel, services, systems, pricing structure, proprietary products and processes, transactions and/or business relations (collectively, the "Information"). The term "Information" shall not include (i) information generally available to the public through no fault of the other Party, (ii) information which the other Party already had knowledge of, or (iii) information which has become part of the public domain through no fault of a Party. Each Party agrees to retain in confidence at all times and to require its employees, consultants, professional representatives and agents to retain in confidence all information disclosed by the other Party. Each Party shall only use the other's information solely for the purpose of performing obligations under this Agreement, and only disclose the Confidential Information on a need-to-know basis, provided that, such party shall be liable for the acts of any third party who obtains the Confidential Information from such party. Each party shall take all necessary precautions in handling the Confidential Information of the other party and limit disclosures on a strict need-to-know basis. Further, the receiving Party may disclose information to the extent ordered to be disclosed by subpoena, other legal process or requirement of law, after first giving the disclosing Party a reasonable opportunity to contest such disclosure requirement.

- b. **Injunctive Relief.** Each Party acknowledges and agrees that any use or disclosure of Confidential Information by the Party in a manner inconsistent with the provisions of this Agreement may cause another Party harm which will not be compensable by monetary damages alone and, accordingly, such other Party will, in addition to other available legal or equitable remedies, be entitled to seek an immediate injunction restraining the disclosing Party from committing or continuing to commit a breach. A Party may avail itself of injunctive relief in addition and without prejudice to any other remedies available to it.
- c. **Survival.** This Section 8 will survive the termination or expiration of this Agreement.

6. **PUBLICITY.** The Parties will cooperate to create appropriate public and promotional announcements or press releases relating to the relationship set forth in this Agreement. All public announcements by one Party which mention the other Party, but specifically excluding announcements which simply mention one Party as a customer or strategic marketer of the other Party, shall be subject to prior review and approval, which shall not be unreasonably withheld or delayed.

7. **MISCELLANEOUS**

- a. **Notices.** All notices that either Party is required or may desire to serve upon the other Party shall be in writing and addressed to the Party to be served at the respective addresses set forth herein and shall be sent via U.S. Express Mail or private express courier service with confirmed receipt and will be effective upon receipt at the addresses listed herein (unless the Parties are notified in writing of a change in address, in which case notice will be sent to the new address).
- b. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between the Parties concerning the subject matter hereof. Neither Party is relying upon any warranties, representations, assurances, or inducements not expressly set forth herein.
- c. **Waiver.** No waiver of any provision of this Agreement or any rights or obligations of either Party hereunder shall be effective, except pursuant to a written instrument signed by the Party waiving compliance, and any such waiver shall be effective only in the specific instance and for the

specific purpose stated in such writing.

- d. **Force Majeure.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- e. **Headings.** The section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, govern, limit, modify or construe the scope or extent of the provisions of this Agreement to which they may relate. Such headings are not part of this Agreement and shall not be given any legal effect.
- f. **Amendments and Severability.** No amendment or modification of this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.
- g. **Assignment.** This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns. Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent; provided, however, that the sale of any portion of the assets of either Party, or any of its subsidiaries, its acquisition by merger into another company, shall not be deemed an assignment of this Agreement by such Party. Provided further, that the Party to be sold or acquired in accordance with the previous sentence must provide written notice to the other Party of any such sale or acquisition within forty-five (45) calendar days of the closing. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void.
- h. **Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, partnership, franchise, sales, representative or employment relationship between the Parties or to impose any partnership obligation or liability upon either Party. Each Party shall bear its own costs and expenses in performing this Agreement.
- i. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to conflicts of laws or choice of laws rules. All legal actions relating to this Agreement shall be brought in the state or federal courts located in the State of Michigan.

- j. **Non-Exclusive Arrangement.** The Parties understand that this Agreement is not an exclusive arrangement between the Parties. The Parties agree that they are free to enter into similar transactions as set forth in this Agreement with other entities and that the Parties may directly or indirectly solicit customer referrals via other channels under terms that may differ from the terms and conditions set forth herein.
- k. **Construction.** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision is held invalid by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties, and the remainder of this Agreement shall remain in full force and effect. There shall be no presumption for or against either Party as a result of such Party being the principal drafter of this Agreement.
- l. **Records.** During the Term and for a period of 1 year(s) thereafter, the Parties will maintain books and records related to the customer transactions contemplated under this Agreement. Upon reasonable notice, the requested Party will provide such books and records to the requesting Party for review to ensure the requested Party's compliance with the terms of this Agreement.
- m. **Signatories.** This Agreement goes into effect once payment is made. My Beauty Kit reserves the right to refund/refuse marketing material that is deemed offensive and harmful to others.

APPENDIX A: Party Responsibilities & Payment Terms

My Beauty Kit Brand and brand partner have agreed to execute the marketing activities identified below. Each Party shall coordinate their respective marketing activities. All such promoting and marketing costs by a respective Party shall be borne solely by that Party, unless otherwise indicated below.

Activities of My Beauty Kit Brand:

My Beauty Kit Brand will feature your ad on its mobile app, My Beauty Kit for promotional purposes. My Beauty Kit Brand, nor its affiliates can guarantee traffic or sales results.

Payment Terms:

Featured brands will pay a monthly fee based on the partnership plan of their choice.