

Designer Agreement

This Designer Agreement ("Agreement") is entered into this 15 day of ^{March} February, 2023 by and between Perlick Corporation ("Perlick"), a Wisconsin corporation with an address at 8300 W Good Hope Rd, Milwaukee, WI 53223, and Victoria Sheffield ("the Designer"), a natural person with an address at 7026 Old Katyd Rd. Suite 296

The Perlick and the Designer agree:

- 1. Services.** Perlick requests the Designer's assistance in promoting, marketing and selling Perlick's products and services to the target audience via Perlick's and Designer's social media accounts (the "Services") as specified in Exhibit A ("Schedule of Services") of this Agreement. The Designer agrees to provide the Services in accordance with the terms of this Agreement.
- 2. Term.** This Agreement shall have a term of one year from the later of the following dates: 1) that all parties have signed the Agreement and 2) the Product has been delivered to the Designer.
- 3. Content.** The Designer will deliver the agreed number of posts, videos or appearances ("Content") on the agreed social media platforms ("Platforms") on behalf of Perlick as specified in the attached Schedule of Services which is incorporated as an Exhibit hereto. The Services and Content: (a) shall conform to the specifications, instructions and requirements of Perlick as outlined in the Schedule of Services, (b) shall abide by the rules of the relevant Platforms (including any branded content or paid content guidelines), and (c) are subject to Perlick's acceptance and approval. Prior to posting or otherwise publically displaying any Content, the Designer must first receive Perlick's prior written approval.
- 4. Works Made For Hire.** In performing the Services, the Designer is obligated to work with Perlick to create Content. Upon creation of the Content, it is the sole and exclusive property of Perlick. Where applicable, the Content is deemed a "Work Made For Hire" within the meaning of the United States Copyright Act, 17 U.S.C. § 101. To the extent that the Content does not meet the definition of "Work Made For Hire" under U.S. copyright law, the Designer irrevocably assigns, transfers and conveys, and will cause its Designer Personnel (defined below) to assign, transfer and convey to Perlick without further consideration, all rights, title, and interest in and to the Content, including all intellectual property rights therein, free and clear of any liens, security interests, or encumbrances. The Designer agrees that it will cooperate with Perlick in executing all documents or providing any other assistance to Perlick, required for Perlick to protect its legal rights in the Content, and all works in progress.

Designer grants to Perlick the right to use the Designer's name, image, likeness and biographical, professional, and other identifying information (collectively, "Likeness") in connection with the Services and Content. Designer waives the right to inspect or approve any use of the Designer's Likeness as contemplated by this Agreement.

To the extent that any of the Designer's pre-existing intellectual property rights ("Pre-Existing IP") are included in the Content, the Designer grants to Perlick a worldwide, irrevocable, non-exclusive, perpetual, transferrable, assignable, royalty-free, right and license for Perlick to use, copy, reproduce, display, perform, distribute, sub-license and prepare derivative works of the Pre-Existing IP for use with the Content. The Designer will not incorporate any third-party materials or third-party intellectual property ("Third-Party Materials") into the Content, without Perlick's prior written consent.

The Designer warrants that (a) the Content is the original work of the Designer and of no other third party, (b) the Content will not infringe or violate any intellectual property rights of any third party, and (c) there are no outstanding litigation, arbitration matters or other disputes pending or threatened with regard to the Content.

5. Cancellation / Termination.

- a. Perlick may terminate this Agreement immediately upon ten (10) days prior written notice if the Designer breaches this Agreement and does not cure such breach within such time period.
- b. In addition to any right or remedy that may be available to Perlick under this Agreement, in law or in equity, Perlick may (i) immediately suspend, limit or terminate the Designer's access to any Perlick account for violation of Section 3 or 8 of this Agreement; (ii) instruct the Designer to cease all promotional activities or make clarifying statements, and the Designer shall immediately comply; and (iii) instruct the Designer to remove all Content from all Platforms, and the Designer shall immediately comply.
- c. Either party may terminate this Agreement at any time, without cause or penalty, upon thirty (30) days prior written notice to the other party.

6. Perlick Materials. Perlick shall provide the necessary briefing materials to enable the Designer to perform the Services.

7. Designer Personnel. If the Designer uses employees or agents to perform its obligations under this Agreement (the "Designer Personnel"), the Designer shall be solely responsible for all costs associated with the Designer Personnel, shall be liable for all acts and omissions of the Designer Personnel, and shall require the Designer Personnel to comply with all relevant terms of this Agreement.

8. Items to Avoid in Designer Content. The Designer shall not engage in any inappropriate, immoral, unethical, illegal or other activities, which could be considered adverse to the brand of Perlick in Perlick's sole discretion. If the Designer engages in any such conduct inconsistent with the expectations of Perlick, Perlick may immediately terminate this Agreement upon notice to the Designer and seek all remedies available to Perlick under the law, including recovery of

Perlick Products provided to Designer in consideration of this Agreement.

- 9. Approval and Content Origination.** The Designer agrees that all promotions, products and services they promote as part of this Agreement are controlled by Perlick. The Designer assumes all responsibility for verifying that the Content meets Perlick's approval.
- 10. Confidentiality and Exclusivity.** During the course of the Designer's performance of Services for Perlick, the Designer will receive, have access to and create documents, records and information of a confidential and proprietary nature to Perlick and customers of Perlick ("Confidential Information"). The Designer acknowledges and agrees that such Confidential Information is an asset of Perlick or its clients, is not generally known to the trade, and is of a confidential or proprietary nature. To preserve the goodwill of Perlick and its clients, such Confidential Information must be kept strictly confidential and used only in the performance of the Designer's duties under this Agreement. The Designer agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any such Confidential Information to any third party in any manner whatsoever except to the existing employees of Perlick or as otherwise directed by Perlick in the course of the Designer's performance of Services under this Agreement, and thereafter only with the written permission of Perlick. Upon termination of this Agreement or upon the request of Perlick, the Designer will return to Perlick all of the Confidential Information, and all copies or reproductions thereof, which are in Designer's possession or control. The Designer will immediately notify Perlick of any breach of this Section. Any breach or threatened breach of this Section will cause irreparable harm to Perlick and as such, the Designer agrees that Perlick may seek injunctive or other equitable relief without the need to post bond or other security.
- 11. Compensation.** In consideration of the Designer's performance of his or her obligations and the rights granted herein, the Designer shall be compensated entirely through delivery of Perlick Products listed in the attached Schedule of Services, which is incorporated as Exhibit A. Delivery of Perlick products shall not include installation of the products, and delivery without charge is conditioned upon the Designer's full performance of all of the Designer's obligations hereunder and Perlick's receipt of a fully executed copy of this Agreement and a properly completed IRS Form W-9 from the Designer. The Designer will otherwise perform the Services at the Designer's own expense and use the Designer's own resources, personnel and equipment. The Designer acknowledges that the agreed upon compensation through product delivery represents the Designer's entire compensation with respect to this Agreement and Perlick shall have no other obligation to pay any other compensation to or expenses or costs incurred by the Designer in connection with the performance of its obligations under this Agreement.
- 12. Material disclosures and compliance with FTC Guidelines.** The Designer shall comply with the Federal Trade Commission's ("FTC") Endorsement Guidelines and Endorsement FAQs, which can be found on the FTC's website as well as any other applicable federal, state or local

laws, rules and regulations. The Designer should not assume that followers know about all existing brand relationships or that disclosures built into the Platforms are sufficient. When publishing Content about Perlick's products or services, the Designer must clearly disclose the Designer's "material connection" with Perlick. The above disclosure shall be clear, conspicuous and prominent and made in close proximity to any statements that the Designer makes about Perlick or Perlick's products or services. 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 Designer shall avoid ambiguous hashtags as disclosures. Sponsored tags, including tags in pictures, should be treated like any other endorsement. If using an image-only Platform, disclosures must be superimposed over images. In video platforms, the disclosure must occur within the video itself and in the video description. The Designer should not use hyperlinks to disclosures.

The Designer's statements must always reflect the Designer's honest and truthful opinions and actual experiences. The Designer shall only make factual statements about Perlick or Perlick's products or services, which the Designer knows for certain are true and can be verified. The Designer shall not make false or misleading statements about Perlick's products or services.

13. **Giveaways.** In the event the Designer performs a promotion or giveaway in conjunction with performing the Services, the Designer shall make clear that Perlick is not the sponsor of the giveaway. The Designer is solely liable for all giveaways and Perlick does not agree to play any role in, or assist in, any such giveaways.
14. **Force Majeure.** If either party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.
15. **Independent Contractor.** The Designer is retained as an independent contractor of Perlick. The Designer acknowledges and agrees that (i) the Designer is solely responsible for the manner and form by which the Designer performs under this Agreement, and (ii) the Designer is a self-employed individual, who performs services similar to the Services outlined in the attached Schedule of Services for various entities and individuals other than Perlick. The Designer is responsible for the withholding and payment of all taxes and other assessments arising out of the Designer's performance of Services, and neither the Designer nor any of the Designer's Personnel or independent clients shall be entitled to participate in any employee benefit plans of Perlick.
16. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PERLICK, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS ("REPRESENTATIVES") BE LIABLE TO THE DESIGNER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR CLAIMS FOR LOST PROFITS, LOST TIME, LOST DATA, LOST

REVENUE, LOSS OF USE, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION. IN NO EVENT SHALL PERLICK'S OR ITS REPRESENTATIVE'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, EXCEED THE AMOUNTS PAID TO DESIGNER BY PERLICK IN THE MONTH PRECEDING THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION SHALL APPLY EVEN IF PERLICK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDIES PROVIDED FAIL OF THEIR ESSENTIAL PURPOSE.

17. Indemnification and Insurance. The Designer shall indemnify, defend and hold harmless Perlick for any claims, suits, allegations, settlements, actions, losses, liabilities, damages, penalties, costs, expenses, courts costs and attorneys' fees ("Claims") arising from or relating to the Designer's: (a) breach of this Agreement; (b) violation of applicable law; (c) fraud, negligence or willful misconduct; (d) violation of Perlick's or a third-party's intellectual property rights; or (e) third-party claims relating to Customer Data. Perlick reserves the right to control any defense of Claims hereunder, subject to the Designer's continued obligations to indemnify for Claims as set forth hereunder. The Designer shall maintain insurance with a reputable insurance company in sufficient amounts to satisfy its liability obligations under this Agreement.

18. Data Privacy. The Designer is solely responsible for any data or information that it collects that can identify a natural person, either alone or in combination with other information, or is the type of data that is regulated by applicable data privacy or security laws ("Customer Data"). The Designer shall maintain an up-to-date privacy notice on its websites and other public platforms that complies with industry standards and applicable laws. The Designer shall employ administrative, technical and physical safeguards sufficient to protect Customer Data from unauthorized access, use, acquisition or disclosure.

The Designer warrants that, with regard to any Customer Data provided by the Designer to Perlick that (a) Perlick's receipt, collection, transfer, use and processing of such Customer Data does not and will not violate the rights or freedoms of the data subjects or violate applicable laws, rules or regulations, or industry standards; (b) the Designer has secured all legally required or industry standard consents or provided or legally required or industry standards notices in order to collect the Customer Data and provide it to Perlick for Perlick's use without restriction (in compliance with applicable laws); and (c) the Designer will not provide sensitive data, special categories of data, or any personal information or other Customer Data of children under eighteen (18) years old without the prior written consent of Perlick.

19. Compliance with Law. Each party agrees to comply with all laws, rules and regulations applicable to each such party in their performance under this Agreement.

20. Choice of Law. This Agreement shall be construed and enforced pursuant to the laws of the state of Wisconsin, regardless of conflict of law principles. The parties agree to exclusive

jurisdiction and venue in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, U.S.A. and irrevocably consent to personal jurisdiction in such courts.

- 21. General.** Waivers of rights, obligations, or breaches may only occur in a signed writing by the waiving party. All provisions of this Agreement that by their nature are intended to extend beyond the termination or expiration of this Agreement for any reason shall survive the termination or expiration of this Agreement. Any provisions of this Agreement held invalid shall be severed and the remaining provisions shall continue in full force and effect. The Designer may not assign this Agreement without Perlick's prior written consent and any such assignment in breach of this section is null and void.
- 22. Entire Agreement.** This Agreement and all documents attached to or referenced herein contain the entire agreement of the parties with regard to the subject matter herein and supersede all prior or contemporaneous negotiations, discussions, understandings or agreements between the parties. Neither party has relied upon any such prior or contemporaneous communications. The parties agree that any amendment to this Agreement must be in writing and signed by the authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which will be an original and together all counterparts are a single instrument.

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By signature of their authorized representatives below, the parties execute this Agreement on the date of the last signature below:

Designer

[NAME]

Victoria Sheffield
Signature

Victoria Sheffield
Print Name

March 15, 2023
Date

Perlick

Perlick Corporation

Signature

Print Name

Date