

# CONTRACT AGREEMENT

## 1. WORK AND PAYMENT

### 1.1 Engagement of Services

**Kaja** hereby engages the Contractor to complete a haul assignment functioning as an alternative content solution in situations where a scheduled model is unavailable. This engagement includes the showcasing, promotion and presentation of selected items provided by **Kaja**. The Contractor agrees to begin work promptly upon receipt of the designated products and to perform services in accordance with the terms of this Agreement.

### 1.2 Standards and Execution

All Deliverables must meet **Kaja's** brand standards, quality expectations and content guidelines. Timely execution, professional presentation and strict adherence to instructions provided by **Kaja** are essential requirements of this Agreement.

### 1.3 Compensation

As part of this collaboration, the Contractor shall receive the following Compensation:

- Monthly Compensation: a fixed monthly salary of **\$3,000.00**.
- Sign-On Bonus: a one-time sign-on bonus of **\$1,000.00**, payable upon (a) successful completion of the Contractor's profile setup, (b) full execution of this Agreement, and (c) completion of any required onboarding procedures. Upon issuance of the Sign-On Bonus, the Contractor will be formally recognized as an official brand influencer and representative of **Kaja**.

### 1.4 Payment Timing

All payments due under this Section (including the Monthly Compensation, the Sign-On Bonus, and any approved reimbursements) shall be paid by **Kaja** within four (4) business days after the later of: a) the Effective Date or the formal commencement of the collaboration; or b) the Contractor's provision of Shipment Confirmation, completed onboarding (as applicable), and/or a valid invoice and required supporting documentation.

For clarity:

- If the collaboration commences prior to the delivery of product(s), the first payment shall be made within four (4) business days after the delivery (Shipment Confirmation) or the Effective Date, whichever is later.
- If payment is triggered by delivery of items, **Kaja** shall remit the applicable amounts within four (4) business days of receiving the Shipment Confirmation and Contractor invoice. "Business days" means Monday through Friday, excluding public holidays.

## **1.5 Expense Reimbursement**

The Contractor shall be eligible for reimbursement of all reasonable, pre-approved, out-of-pocket expenses incurred in the performance of duties under this Agreement.

Reimbursement requests must be supported by receipts, invoices or other documentation and submitted promptly. **Kaja** shall process and remit approved reimbursements within four (4) business days of receipt of the Contractor's complete reimbursement request and required documentation.

## **1.6 Late Payment**

If **Kaja** fails to make any payment when due under this Section, the overdue amount shall accrue interest at the lesser of (a) 1.5% per month, or (b) the maximum rate permitted by applicable law, calculated from the due date until payment in full.

## **1.7 Term of Engagement**

This Agreement shall remain in effect until formally terminated by either Party in accordance with the termination provisions herein. The engagement may be extended or renewed upon mutual written agreement between the Parties should the Contractor wish to continue collaboration with **Kaja**.

## **2. OWNERSHIP AND LICENSE**

### **2.1 Ownership of Content**

The Influencer shall retain full and exclusive ownership of all original photographs, videos, creative materials, written copy, and any other content produced in connection with this engagement (the "Content"). This includes all completed or partially completed materials developed, designed, conceived, or produced before or during the term of this Agreement that directly relate to the agreed scope of work.

### **2.2 License Granted**

Notwithstanding the Influencer's ownership of the Content, the Influencer hereby grants **Kaja** a perpetual, worldwide, non-exclusive, royalty-free, fully transferable and sublicensable license to use, reproduce, modify, publish, distribute, store, display, and otherwise exploit the Content for any brand-related purpose. This includes, but is not limited to, usage across:

- Digital and social media platforms
- Official brand websites and online retail stores
- Print advertising, catalogs, and promotional materials
- Television, digital ads, and all marketing or commercial channels

Internal corporate use, brand archives, and campaign continuity.

This license permits **Kaja** to utilize the Content in any format or medium now known or developed in the future, while fully respecting the Influencer's intellectual property rights.

### **3. TERMS AND CONDITIONS**

#### **3.1 Term of Agreement**

This Agreement shall remain in effect for a period of twelve (12) consecutive months from the Effective Date. During this term, the Influencer will receive monthly product shipments for the purposes of creating content, promoting the brand, and fulfilling ongoing representation duties for **Kaja**. Following expiration of the twelve-month term, the Agreement may only be renewed through mutual written consent of both Parties.

#### **3.2 Compensation and Reimbursements**

All compensation owed including the Monthly Compensation, the Sign-On Bonus, and all approved reimbursements shall be paid in full for all services rendered up to the official termination date. Reimbursement eligibility requires the following:

- Prior written approval by **Kaja**
- Submission of valid receipts, invoices, or proof of payment
- Timely submission to facilitate prompt processing.

#### **3.3 Shipping, Logistics, and Tracking**

**Kaja** shall arrange and cover shipment of the Products to the Recipient's designated local delivery zone. Once the shipment reaches the local delivery zone, the assigned delivery agent or logistics manager will contact the Recipient to coordinate final delivery. In some cases, the delivery agent may require a local delivery or handling fee, which shall be paid directly by the Recipient.

Delivery shall be deemed complete upon the Recipient's written confirmation of receipt, after which **Kaja** shall proceed with the obligations set forth in Section **1.3**.

#### **3.4 Import Compliance and Mandatory Tax Fee**

In compliance with international import regulations, a mandatory ten percent (10%) import tax fee applies to all shipments valued at Two Thousand United States Dollars (**USD \$2,000**) or more. This fee, including all applicable duties, customs charges, clearance costs, and related governmental assessments, shall be fully covered and handled by **Kaja**.

The Recipient shall not be responsible for any import taxes, customs duties and no action shall be required from the Recipient in connection with import compliance.

This process ensures legal import processing and prevents shipment delays or customs holds.

#### **3.5 Shipping Costs and Brand Coverage**

All shipping-related expenses including courier fees, packaging, handling, insurance, and priority service upgrades are fully covered by **Kaja**.

## **4. VERIFICATION AND MAINTENANCE OF SOCIAL MEDIA ACCOUNTS**

### **4.1 Requirement for Active and Authentic Social Media Accounts**

As a condition of this Agreement, the Influencer must maintain active, authentic, and verifiable social media accounts (“Social Accounts”) across all platforms used for this collaboration. These may include, but are not limited to:

- Instagram
- TikTok
- Facebook
- YouTube
- Any additional platforms used to promote **Kaja**

All Social Accounts must reflect genuine, organic engagement and must not utilize any form of artificial or manipulated activity, including but not limited to:

- Purchased or fabricated followers or subscribers
- Automated likes, comments, or bot-generated interactions
- Engagement pods or manipulation groups Third-party growth tools that artificially inflate metrics Misleading or inflated performance indicators

### **4.2 Verification and Access to Analytics**

The Influencer agrees to provide **Kaja**, upon request, relevant performance data for any Social Account used in relation to this partnership. Required information may include:

- Platform analytics or insights screenshots
- Audience demographics and geographic data
- Engagement rates, reach, impressions, and view counts
- Post-performance data specific to campaign content
- Any additional statistics reasonably required to verify authenticity and performance

**Kaja** reserves the right to conduct periodic reviews or audits across all active Social Accounts to ensure ongoing compliance with brand standards.

### **4.3 Account Stability and Professional Online Conduct**

Throughout the duration of this Agreement, the Influencer must uphold a consistent, professional, and brand-appropriate online presence across all Social Accounts. Any significant change must be communicated to **Kaja** in advance, including:

- Username or handle changes
- Account deactivation, deletion, or temporary disabling
- Setting accounts to private
- Removal or alteration of campaign-related content
- Major shifts in content style, tone, or public behavior
- Sudden or unexplained drops in engagement or follower count

All social media activities must reflect professionalism and align with **Kaja's** brand values at all times.

#### **4.4 Consequences of Non-Compliance**

Failure to comply with the verification authenticity or maintenance requirements for any Social Account may result in corrective action at **Kaja's** include:

- Suspension of deliverables
- Temporary withholding of compensation
- Requirement to provide additional verification of documentation
- Official written notice to correct the issues
- Adjustment or reduction of campaign responsibilities
- Termination of this Agreement if non-compliance or impact campaign integrity

**Kaja** reserves the right to take any necessary act to protect the brand reputation, ensure campaign performance, and maintain the authenticity of all promotional collaborations.

### **5. AGREEMENT AND SIGNATURES**

#### **5.1 Entire Agreement**

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions, proposals, or agreements, whether written or oral. No amendment or modification shall be valid unless made in writing and signed by both Parties.

#### **5.2 Governing Law**

This Agreement shall be governed and interpreted in accordance with the laws of the jurisdiction in which **Kaja** operates, without regard to conflict-of-law principles.

#### **5.3 Acknowledgment of Understanding**

By signing below, both Parties confirm that they have read, understood, and voluntarily agreed to all terms and conditions outlined in this Collaboration Agreement. Both Parties acknowledge that they are legally authorized to enter into this Agreement.

#### **5.4 Effective Date**

This Agreement shall become effective upon submission of this Agreement in completed form by the Recipient, including all required information and acknowledgments (the "Effective Date").