



# CONTRACT AGREEMENT

## 1. WORK AND PAYMENT

### 1.1 Engagement of Services

theBalm 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 theBalm. 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 theBalm's brand standards, quality expectations and content guidelines. Timely execution, professional presentation and strict adherence to instructions provided by theBalm 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 theBalm.

### 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 theBalm 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, theBalm 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. theBalm 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 theBalm 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 theBalm.

## 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 to theBalm

Notwithstanding the Influencer's ownership of the Content, the Influencer hereby grants theBalm 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 **theBalm** 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 **theBalm**.

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:

- a) prior written approval by **theBalm**;
- b) submission of valid receipts, invoices, or proof of payment; and
- c) timely submission to facilitate prompt processing.

#### 3.3 Shipping, Logistics, and Tracking

To ensure efficient and secure delivery of all products necessary for this collaboration, **theBalm** shall provide:

- A unique tracking ID for real-time shipment monitoring
- Secure handling, priority packaging, and protective measures during transit
- Express or priority courier shipping to the Influencer's verified delivery address
- All products shipped by **theBalm** are assured to be brand new, premium quality, and valued at **\$2,000** or more, reflecting the brand's quality standards.

#### 3.4 Import Compliance and Mandatory Tax Fee

In compliance with international import regulations, a mandatory 10% import tax fee applies to all packages valued at **\$2,000** or more.

This fee:

- Is formally documented under the Influencer's name
- Is required for customs and IRS verification
- Must be paid prior to shipment release and final delivery authorization

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 **theBalm**.

The only payment required from the Influencer is the import tax fee, which is necessary to authorize customs clearance and ensure secure delivery of high-value product shipments.

### 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 **theBalm**

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 **theBalm**, 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

**theBalm** 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 **theBalm** 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 **theBalm'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 **theBalm's** discretion, which may include:

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

**theBalm** reserves the right to take any action necessary to protect 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 **theBalm** 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 on the date of the last signature affixed below ("Effective Date").

