Exhibit 10.4  
 EXECUTIVE EMPLOYMENT AGREEMENT  
 THIS EXECUTIVE EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of January 2023 (the “Effective Date”), between SRM Entertainment, Inc., a Nevada corporation, whose principal place of business is 0000 X. Xxxxxxxxxx Xxxx, Xxxxx 000, Xxxxxxx, XX 00000 (the “Company”) and Xxxx Xxxxxxxx, an individual whose mailing address is 0000 Xxxxxxxxx Xxxxxx Xxxxxxx XX 00000 (the “Executive”).  
 RECITALS  
 WHEREAS, the Company desires to employ the Executive and the Executive desires to be employed by the Company and to enter into a formal employment agreement for the benefit and protection of all of the parties.  
 WHEREAS, the Company and the Executive agree this Agreement will replace the Employment Agreement between the Executive and Jupiter Wellness, Inc. dated July 22, 2021 (“Jupiter Agreement”).  
 WHEREAS, the Company desires to employ the Executive and the Executive desires to be employed by the Company and to enter into a formal employment agreement for the benefit and protection of all of the parties.  
 NOW, THEREFORE, in consideration of the mutual agreements herein made, the Company and the Executive do hereby agree as follows:  
 1. Recitals. The above recitals are true, correct, and are herein incorporated by reference.  
 2. Employment. The Company hereby employs the Executive as the Company’s President, and the Executive hereby accepts employment, upon the terms and conditions hereinafter set forth.  
 3. Duties and Responsibilities. During the term of this Agreement, the Executive shall serve as President of the Company, and shall have all power and authority inherent in to the office of President of the Company and shall be responsible for those areas in the conduct of the business reasonably assigned to him by the Board of Directors (the “Board”).  
 4. Term. The Term of employment hereunder will commence on the Effective Date of January 1, 2023.  
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 5. Compensation and Benefits.  
 a. Salary. The Executive shall be paid an initial base salary (the “Base Salary”), payable bi-weekly, at an annualized rate of One Hundred Thousand ($100,000) Dollars for the period commencing on the Effective Date and ending at the end of the Term.  
 b. Options and Bonus. The Executive shall receive Fifty Thousand (50,000) ISO options to purchase shares of the Company’s common stock pursuant to the 2022 Equity Inventive Plan. The ISO options will vest in annually tranches and be full vested two (2) years from the date of this Agreement. The option strike price will be the closing price on the date of issuance.  
 a. Additionally, the executive will receive an annual bonus(s’) based on a percentage of EBITDA, growth and other factors which will determined by the Board.  
 c. Executive Benefits. The Executive shall be entitled to participate in all benefit programs of the Company currently existing or hereafter made available to executives and/or other salaried employees, including, but not limited to, pension and other retirement plans, group life insurance, hospitalization, surgical and major medical coverage, sick leave, disability and salary continuation, vacation and holidays, cellular telephone and all related costs and expenses, long-term disability, and other fringe benefits.  
 d. Vacation. The Executive shall be entitled to three (3) weeks of paid vacation during this Agreement. During the Term of this Agreement Executive may utilize such vacation as the Executive shall determine; provided however, that the Executive shall evidence reasonable judgment with regard to appropriate vacation scheduling. The executive will not be paid for unused vacation time.  
 e. Business Expense Reimbursement. During the term of employment, the Executive shall be entitled to receive proper reimbursement for all reasonable, out-of-pocket expenses incurred by the Executive (in accordance with the policies and procedures established by the Company for its senior executive officers) in performing services hereunder, provided the Executive properly accounts therefor.  
 6. Consequences of Termination of Employment.  
 a. Death. This Agreement and the Executive’s employment hereunder shall be terminated by the death of the Executive. In the event of the death of the Executive during the Term, the Base Salary shall be paid to the Executive’s designated beneficiary, or, in the absence of such designation, to the estate or other legal representative of the Executive, for three (3) months from the date of the Executive’s death, all granted but unvested Options shall immediately vest and all vested but unexercised Options shall remain exercisable by the Executive’s designated beneficiary, or, in the absence of such designation, to the estate or other legal representative of the Executive, through the term of such Option.  
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 b. Disability.  
 i. In the event of the Executive’s disability, as hereinafter defined, the Executive shall be entitled to compensation in accordance with the Company’s disability compensation practice for senior executives, including any separate arrangement or policy covering the Executive, but in all events the Executive shall continue to receive the Executive’s Base Salary for a period, at the annual rate in effect immediately prior to the commencement of disability, through the date on which the disability has been deemed to occur as hereinafter provided below, and for a period of three (3) months thereafter, all granted but unvested Options shall immediately vest and all vested but unexercised Options shall remain exercisable by the Executive through the term of such Option. Any amounts provided for in this Section 6(b) shall not be offset by other long-term disability benefits provided to the Executive by the Company.  
 ii. “Disability,” for the purposes of this Agreement, shall be deemed to have occurred in the event (A) the Executive is unable by reason of sickness or accident, to perform the Executive’s duties under this Agreement for an aggregate of sixty (60) days in any consecutive six (6) month period or (B) the Executive has a guardian of the person or estate appointed by a court of competent jurisdiction. Termination due to disability shall be deemed to have occurred upon the first day of the month following the determination of disability as defined in the preceding sentence.  
 iii. Anything herein to the contrary notwithstanding, if, following a termination of employment hereunder due to disability as provided in the preceding paragraph, the Executive becomes reemployed, whether as an Executive or a consultant to the Company, any salary, annual incentive payments or other benefits earned by the Executive from such reemployment shall offset any salary continuation due to the Executive hereunder commencing with the date of re-employment.  
 c. Termination by the Company for Cause.  
 i. Nothing herein shall prevent the Company from terminating Employment for “Cause,” as hereinafter defined. The Executive shall continue to receive the Base Salary then in effect only for the period through the date of such termination and any vested Options shall remain exercisable pursuant to the terms thereof. Any rights and benefits the Executive may have in respect of any other compensation shall be determined in accordance with the terms of such other compensation arrangements or such plans or programs.  
 ii. “Cause” shall mean and include those actions or events specified below in subsections (A) through (D) to the extent the same occur, or the events constituting the same take place, subsequent to the date of execution of this Agreement: (A) committing or participating in an injurious act of, gross neglect or embezzlement against the Company; (B) committing or participating in any other injurious act or omission wantonly, willfully, recklessly or in a manner which was grossly negligent against the Company, monetarily or otherwise; (C) engaging in a criminal enterprise involving moral turpitude; or (D) the Executive being charged with or a conviction of an act or acts constituting a felony under the laws of the United States or any state thereof. Any other termination shall be deemed a termination “Other than for Cause.”  
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 iii. Notwithstanding anything else contained in this Agreement, this Agreement will not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a notice of termination stating that the Executive committed one of the types of conduct set forth in this Section 6(c) contained in this Agreement and specifying the particulars thereof and the Executive shall be given a fifteen (15) day period to cure such conduct, if possible. The Executive shall be entitled to receive his entire compensation during such notice period.  
 d. Termination by the Company Other than for Cause. The foregoing notwithstanding, the Company may terminate the Executive’s employment for whatever reason it deems appropriate; provided, however, that in the event such termination is not based on Cause, as provided in Section 6(c) above, the Company may terminate this Agreement upon giving one (1) months’ prior written notice. During such one (1) month period, the Executive shall continue to perform the Executive’s duties pursuant to this Agreement, and the Company shall continue to compensate the Executive in accordance with this Agreement. Upon termination, the Executive will receive a lump sum equal to their remaining (12 month prorated) calendar year salary and all granted but unvested Options shall immediately vest and all vested but unexercised Options shall remain exercisable by the Executive through the term of such Option.  
 e. Voluntary Termination. In the event the Executive terminates the Executive’s employment on the Executive’s own volition (except as provided in Section 6(f) and/or Section 6(g) prior to the expiration of the Term of this Agreement, including any renewals thereof, such termination shall constitute a voluntary termination and in such event the Executive shall be limited to the same rights and benefits as provided in connection with a termination for Cause as provided in Section 6(c).  
 f. Constructive Termination of Employment. If the Executive so elects, a termination by the Company without Cause under Section 6(d) shall be deemed to have occurred upon the occurrence of one or more of the following events without the express written consent of the Executive:  
 i. a significant change in the nature or scope of the authorities, powers, functions, duties or responsibilities attached to Executive’s position as described in Section 3; or  
 ii. a change in Executive’s principal office to a location outside the counties of Orange County or Orlando, Florida surrounding area; or  
 iii. any reduction in the Executive’s Base Salary; or  
 iv. a material breach of the Agreement by the Company; or  
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 v. a material reduction of the Executive’s benefits under any employee benefit plan, program or arrangement (for Executive individually or as part of a group) of the Company as then in effect or as in effect on the effective date of the Agreement, which reduction shall not be effectuated for similarly situated employees of the Company; or  
 vi. failure by a successor company to assume the obligations under the Agreement.  
 Anything herein to the contrary notwithstanding, the Executive shall give written notice to the Board of the Company that the Executive believes an event has occurred which would result in a Constructive Termination of the Executive’s employment under this Section 6(f), which written notice shall specify the particular act or acts, on the basis of which the Executive intends to so terminate the Executive’s employment, and the Company shall then be given the opportunity, within fifteen (15) days of its receipt of such notice to cure said event, provided, however, there shall be no time period permitted to cure a second or subsequent occurrence under this Section 6(f) (whether such second occurrence be of the same or a different event specified in subsections (i) through (vi) above).  
 g. Termination Following a Change of Control.  
 i. In the event that a “Change in Control” or an “Attempted Change in Control” as hereinafter defined, of the Company shall occur at any time during the Term hereof, the Executive shall have the right to terminate the Executive’s employment under this Agreement upon thirty (30) days written notice given at any time within one year after the occurrence of such event, and such termination of the Executive’s employment with the Company pursuant to this Section 6(g)(i), and, in any such event, such termination shall be deemed to be a Termination by the Company Other than for Cause and the Executive shall be entitled to such Compensation and Benefits as set forth in Subsection 6(h) of this Agreement.  
 ii. For purposes of this Agreement, a “Change in Control” of the Company shall be deemed to have occurred at such time as:  
 A. any “person”, other than the Executive, (as such term is used in Section 13(d) and 14(d) of the Exchange Act) is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company’s outstanding securities then having the right to vote at elections of directors; or,  
 B. the individuals who at the commencement date of the Agreement constitute the Board cease for any reason to constitute a majority thereof unless the election, or nomination for election, of each new director was approved by a vote of at least two-thirds of the directors then in office who were directors at the commencement of the Agreement; or  
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 C. there is a failure to elect two or more (or such number of directors as would constitute a majority of the Board) candidates nominated by management of the Company to the Board; or  
 D. the business of the Company for which the Executive’s services are principally performed is disposed of by the Company pursuant to a partial or complete liquidation of the Company, a sale of assets (including stock of a subsidiary of the Company) or otherwise.  
 Anything herein to the contrary notwithstanding, this Section 6(g)(ii) will not apply where the Executive gives the Executive’s explicit written waiver stating that for the purposes of this Section 6(g)(ii) a Change in Control shall not be deemed to have occurred. The Executive’s participation in any negotiations or other matters in relation to a Change in Control shall in no way constitute such a waiver which can only be given by an explicit written waiver as provided in the preceding sentence.  
 An “Attempted Change in Control” shall be deemed to have occurred if any substantial attempt, accompanied by significant work efforts and expenditures of money, is made to accomplish a Change in Control, as described in subparagraphs (A), (B), (C) or (D) above whether or not such attempt is made with the approval of a majority of the then current members of the Board.  
 iii. In the event that, within twelve (12) months of any Change in Control of the Company or any Attempted Change in Control of the Company, the Company terminates the employment of the Executive under this Agreement, for any reason other than for Cause as defined in Section 6(c), or the Executive’s employment is constructively terminated as defined in Section 6(f), then, in any such event, such termination shall be deemed to be a Termination by the Company Other than for Cause and the Executive shall be entitled to such Compensation and Benefits as set forth in Subsection 6(d) of this Agreement.  
 h. Benefits Upon Termination of Executive Employment. In the event of any termination of Executive’s employment Other than for Cause, or any termination of Executive’s employment pursuant to Sections 6(d), 6(f) or 6(g), on the effective date of any such termination, the Executive shall be entitled to receive all life, disability and health insurance benefits to which he was entitled which shall continue for a period of three (3) months following the effective date of such termination. In addition, in the event of termination, the Executive retains the right to re-assume the Options Book of Business that he previously built at Options prior to his employment with Jupiter Wellness.  
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 7. Covenant Not to Compete and Non-Disclosure of Information.  
 a. Covenant Not to Compete. The Executive acknowledges and recognizes the highly competitive nature of the Company’s business and the goodwill, continued patronage, and specifically the names and addresses of the Company’s Clients (as hereinafter defined) constitute a substantial asset of the Company having been acquired through considerable time, money and effort. Accordingly, in consideration of the execution of this Agreement, in the event the Executive’s employment is terminated pursuant to paragraph 6 supra, then the Executive agrees to the following:  
 i. That during the Restricted Period (as hereinafter defined), the Executive will not, individually or in conjunction with others, directly or indirectly, engage in any Competitive Business Activities (as hereinafter defined), whether as an officer, director, proprietor, employer, partner, independent contractor, investor (other than as a holder solely as an investment of less than 1% of the outstanding capital stock of a publicly traded corporation), consultant, advisor or agent.  
 ii. That during the Restricted Period, the Executive will not, directly or indirectly, compete with the Company by soliciting, inducing or influencing any of the Company’s Clients which have a business relationship with the Company at the time during the Restricted Period to discontinue or reduce the extent of such relationship with the Company.  
 b. Non-Disclosure of Information. Executive agrees that, during the Restricted Period, Executive will not knowingly use or disclose any Proprietary Information of the Company for the Executive’s own purposes or for the benefit of any entity engaged in Competitive Business Activities. As used herein, the term “Proprietary Information” shall mean trade secrets or confidential proprietary information of the Company which are material to the conduct of the business of the Company. Information can be considered Proprietary Information unless the same is otherwise in the public domain or is required to be disclosed by order of any court or by reason of any statute, law, rule, regulation, ordinance or other governmental requirement. Executive further agrees, all Documents in his possession at the time of his termination shall be returned to the Company at the Company’s principal place of business.  
 c. Documents. “Documents” shall mean all original written, recorded, or graphic matters whatsoever, and any and all copies thereof, including, but not limited to: papers; books; records; tangible things; correspondence; communications; telex messages; memoranda; work-papers; reports; affidavits; statements; summaries; analyses; evaluations; client records and information; agreements; agendas; advertisements; instructions; charges; manuals; brochures; publications; directories; industry lists; schedules; price lists; client lists; statistical records; training manuals; computer printouts; books of account, records and invoices reflecting business operations; all things similar to any of the foregoing however denominated. In all cases where originals are not available, the term “Documents” shall also mean identical copies of original documents or non-identical copies thereof.  
 d. Company’s Clients. The “Company’s Clients” shall be deemed to be any partnerships, corporations, professional associations or other business organizations with whom the Company has conducted business.  
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 e. Restrictive Period. The “Restrictive Period” shall be deemed to be two (2) years following termination of the Executive’s employment with the Company.  
 f. Competitive Business Activities. The term “Competitive Business Activities” as used herein shall be deemed to mean the business of the Company at the time of termination.  
 g. Covenants as Essential Elements of this Agreement. It is understood by and between the parties hereto that the foregoing covenants contained in this Sections 7 and elsewhere throughout this Agreement are essential elements of this Agreement, and that but for the agreement by the Executive to comply with such covenants, the Company would not have agreed to enter into this Agreement. Such covenants by the Executive shall be construed to be agreements independent of any other provisions of this Agreement. The existence of any other claim or cause of action, whether predicated on any other provision in this Agreement, or otherwise, as a result of the relationship between the parties shall not constitute a defense to the enforcement of such covenants against the Executive.  
 i. Survival After Termination of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the covenants in Sections 7, 8 and 9 shall survive the termination of this Agreement and the Executive’s employment with the Company.  
 j. Remedies.  
 i. The Executive acknowledges and agrees that the Company’s remedy at law for a breach or threatened breach of any of the provisions of Section 7(a) or (b) herein would be inadequate and a breach thereof will cause irreparable harm to the Company. In recognition of this fact, in the event of a breach by the Executive of any of the provisions of Section 7(a) or (b), the Executive agrees that, in addition to any remedy at law available to the Company, including, but not limited to monetary damages, all rights of the Executive to payment or otherwise under this Agreement and all amounts then or thereafter due to the Executive from the Company under this Agreement may be terminated and the Company, without posting any bond, shall be entitled to obtain, and the Executive agrees not to oppose the Company’s request for equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available to the Company.  
 ii. The Executive acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Section 7(a) or (b) and consequently agrees, upon proof of any such breach, to the granting of injunctive relief prohibiting any form of competition with the Company. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach.  
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 8. Conflicts of Interest. Executive shall avoid all activities and other actions that would conflict with the interests of the Company. Executive shall not use his position, or any knowledge gained from or in connection with his position, in such a manner that a conflict arises between the interests of the Company and Executive’s personal, immediate family, or private economic or other interests.  
 9. Confidentiality.  
 (a) Executive will not at any time (whether during or after Executive’s employment with the Company) (i) retain or use for the benefit, purposes or account of Executive or any other person; or (ii) disclose, divulge, reveal, communicate, share, transfer or provide access to any person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information, including without limitation trade secrets, know-how, research and development, software, databases, processes, and other intellectual property, information concerning finances, investments, services, donors, investors, partners, personnel, compensation, recruiting, training, advertising, marketing, promotions, government and regulatory activities and approvals, concerning the past, current or future business, activities of the Company and/or any third party that has disclosed or provided any of the same to the Company on a confidential basis (“Confidential Information”) without the prior written authorization of the Board.  
 (b) Confidential Information shall not include any information that is (i) generally known to the industry or the public other than as a result of Executive’s breach of this covenant or any breach of other confidentiality obligations by third parties; (ii) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (iii) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information that is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.  
 (c) Except as otherwise required by law, Executive will not disclose to anyone other than Executive’s immediate family and legal and/or financial advisors, the contents of this Agreement; provided that Executive may disclose to any prospective future employer the provisions of Section 5 of this Agreement provided they agree to maintain the confidentiality of such terms. Unless otherwise required by law, the Company agrees not to disclose the contents of this Agreement to anyone other than its Board, its advisors or the Company employees with a need to know.  
 10. Intellectual Property. Executive is to promptly identify and disclose to the Company intellectual property, discoveries, inventions, technological innovations, improvements and copyrightable works conceived or made by him, solely or jointly, during his employment with the Company, relating in any manner to the business, business plans, or development plans of the Company, whether conceived or made during working hours (the “Inventions”). All such Inventions, whether patentable or not patentable, are the exclusive property of the Company with respect to any and all countries.  
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 11. Indemnification. The Executive shall continue to be covered by the Certificate of Incorporation and/or the Bylaws of the Company with respect to matters occurring on or prior to the date of termination of the Executive’s employment with the Company, subject to all the provisions of Nevada and Federal law and the Certificate of Incorporation and Bylaws of the Company then in effect. Such reasonable expenses, including attorneys’ fees, that may be covered by the Certificate of Incorporation and/or Bylaws of the Company shall be paid by the Company on a current basis in accordance with such provision, the Company’s Certificate of Incorporation and Nevada law. To the extent that any such payments by the Company pursuant to the Company’s Certificate of Incorporation and/or Bylaws may be subject to repayment by the Executive pursuant to the provisions of the Company’s Certificate of Incorporation or Bylaws, or pursuant to Nevada or Federal law, such repayment shall be due and payable by the Executive to the Company within three (3) months after the termination of all proceedings, if any, which relate to such repayment and to the Company’s affairs for the period prior to the date of termination of the Executive’s employment with the Company and as to which Executive has been covered by such applicable provisions.  
 12. Withholding. Anything to the contrary notwithstanding, all payments required to be made by the Company hereunder to the Executive or the Executive’s estate or beneficiaries shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation. In lieu of withholding such amounts, the Company may accept other arrangements pursuant to which it is satisfied that such tax and other payroll obligations will be satisfied in a manner complying with applicable law or regulation.  
 13. Notices. Any notice required or permitted to be given under the terms of this Agreement shall be sufficient if in writing and if sent postage prepaid by registered or certified mail, return receipt requested; by overnight delivery; by courier; or by confirmed telecopy, in the case of the Executive to the Executive’s last place of business or residence as shown on the records of the Company, or in the case of the Company to its principal office as set forth in the first paragraph of this Agreement, or at such other place as it may designate.  
 14. Waiver. Unless agreed in writing, the failure of either party, at any time, to require performance by the other of any provisions hereunder shall not affect its right thereafter to enforce the same, nor shall a waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any other preceding or succeeding breach of any term or provision of this Agreement. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.  
 15. Completeness and Modification. This Agreement constitutes the entire understanding between the parties hereto superseding all prior and contemporaneous agreements or understandings among the parties hereto concerning the Employment Agreement. This Agreement may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties or, in the case of a waiver, by the party to be charged.  
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 16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute but one agreement.  
 17. Binding Effect/Assignment. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns. This Agreement shall not be assignable by the Executive but shall be assignable by the Company in connection with the sale, transfer or other disposition of its business or to any of the Company’s affiliates controlled by or under common control with the Company.  
 18. Governing Law. This Agreement shall become valid when executed and accepted by Company. The parties agree that it shall be deemed made and entered into in the State of Florida and shall be governed and construed under and in accordance with the laws of the State of Florida. Anything in this Agreement to the contrary notwithstanding, the Executive shall conduct the Executive’s business in a lawful manner and faithfully comply with applicable laws or regulations of the state, city or other political subdivision in which the Executive is located.  
 19. Further Assurances. All parties hereto shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purposes of this Agreement.  
 20. Headings. The headings of the sections are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.  
 21. Survival. Any termination of this Agreement shall not, however, affect the ongoing provisions of this Agreement which shall survive such termination in accordance with their terms.  
 22. Severability. The invalidity or unenforceability, in whole or in part, of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word or of any provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.  
 23. Enforcement. Should it become necessary for any party to institute legal action to enforce the terms and conditions of this Agreement, the successful party will be awarded reasonable attorneys’ fees at all trial and appellate levels, expenses and costs.  
 24. Venue. The Company and the Executive acknowledge and agree that Palm Beach County Florida shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising either, directly or indirectly, under or in connection with this Agreement and the parties further agree that, in the event of litigation arising out of or in connection with this Agreement in these courts, they will not contest or challenge the jurisdiction or venue of these courts.  
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 25. Construction. This Agreement shall be construed within the fair meaning of each of its terms and not against the party drafting the document.  
 26. Role of Counsel. The Executive acknowledges his understanding that this Agreement was prepared at the request of the Company by, its counsel, and that such firm did not represent the Executive in conjunction with this Agreement or any of the related transactions. The Executive, as further evidenced by his signature below, acknowledges that he has had the opportunity to obtain the advice of independent counsel of his choosing prior to his execution of this Agreement and that he has availed himself of this opportunity to the extent he deemed necessary and advisable.  
 THE EXECUTIVE ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, THE EXECUTIVE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.  
 IN WITNESS WHEREOF, the parties have executed this Agreement as of date set forth in the first paragraph of this Agreement.  
 THE COMPANY  
 SRM ENTERTANMENT, INC.  
 By:  
/s/ Xxxxxxx Xxxxxx  
 Name: Xxxxxxx Xxxxxx  
 Chief Executive Officer  
 THE EXECUTIVE  
 /s/ Xxxx Xxxxxxxx  
 Xxxx Xxxxxxxx  
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