

MARKETING CONTRACT

THIS MARKETING CONTRACT (the "Contract") is dated this _____ day of _____, _____.

CLIENT

Kelly Caputi

203 Jake's Court Fremont CA 94420

(the "Client")

MARKETER

Alex Fox

1234 Weyburn Commons, Los Angeles 90024 CA

(the "Marketer")

BACKGROUND

- A. The Client is of the opinion that the Marketer has the necessary qualifications, experience and abilities to provide marketing services to the Client.
- B. The Marketer is agreeable to providing such marketing services to the Client on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Marketer (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

DEFINITIONS

1. The "Business" refers to the goods and/or services offered by the Client as follows: the Client is a privately held business that operates in the consumer goods industry, focusing on direct-to-consumer sales through digital platforms. The company specializes in the development, branding, and distribution of lifestyle products including apparel, wellness items, and accessories. The Client's core business relies heavily on online marketing channels such as social media, influencer partnerships, email campaigns, and content marketing to reach and convert target audiences. The Client seeks to expand brand visibility, improve customer engagement, and drive sales through strategic digital marketing initiatives.

SERVICES PROVIDED

2. The Client hereby agrees to engage the Marketer to provide the Client with the following marketing services (the "Services"):
 - a. Marketing and advertisement for the promotion of the Business;
 - b. Conduct the necessary research to understand the Client's needs and implement marketing strategies based on that research;
 - c. Work with other teams in the company as required; and
 - d. The Service Provider agrees to deliver digital marketing services to support the Client's brand growth, audience engagement, and online sales. These services may include:
 1. Strategy & Planning
Develop a tailored digital marketing strategy aligned with the Client's goals.

Define target audience, content themes, and measurable KPIs.
 2. Content & Social Media
Create branded content for platforms like Instagram, TikTok, and Facebook.

Schedule and manage posts, track performance, and report insights.

3. Influencer Marketing

Identify and manage influencer collaborations to promote the Client's products.

Track performance and manage outreach, gifting, and promo codes.

4. Email Campaigns

Design and send marketing emails using platforms like Mailchimp or Klaviyo.

Segment lists, analyze performance, and refine content as needed.

5. Paid Advertising (if applicable)

Plan and manage ad campaigns across platforms (Meta, Google, TikTok).

Optimize performance and provide budget usage reports.

6. Reporting

Provide monthly summaries of campaign results and key metrics.

Offer recommendations for continued growth and improvement..

3. The Services will also include any other marketing tasks which the Parties may agree on. The Marketer hereby agrees to provide such Services to the Client.

TERM OF CONTRACT

4. The term of this Contract (the "Term") will begin on the execution of this Contract and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Contract. The Term may be extended with the written consent of the Parties.
5. In the event that either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

COMPENSATION

6. The Marketer will charge the Client a fee for the Services (the "Compensation") composed of:
 - a. An hourly rate of \$30.00, calculated and paid in monthly installments commencing on July 29, 2025 and continuing on the 29th of each following month; and
 - b. A commission of 10%, calculated as follows: commission will be paid on any sales that occur during the Term of this Contract, calculated and paid in monthly installments commencing on July 29, 2025 and continuing on the 29th of each following month.
7. The Parties acknowledge that they will each be solely responsible for the federal, state and local taxes and duties that may apply to them.
8. The Client will not reimburse the Marketer for any expenses incurred in connection with providing the Services of this Contract.

CONFIDENTIALITY

9. Trade secrets (the "Trade Secrets") include, but are not limited to, any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
10. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client. Confidential Information includes, but is not limited to, accounting records, Trade Secrets, business processes and client records, and that is not generally known, and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
11. The Marketer agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Marketer has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.
12. All written and oral information and material disclosed or provided by the Client to the Marketer under this Contract is

12. All written and oral information and material disclosed or provided by the Client to the Marketer under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Marketer.

OWNERSHIP OF INTELLECTUAL PROPERTY

- 13.** All intellectual property and related material, including any Trade Secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Contract, is a "work made for hire" as defined in the United States copyright law (Title 17 of the United States Code) and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 14.** The Marketer may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Client. The Marketer will be responsible for any and all damages resulting from its unauthorized use of the Intellectual Property.

PORTFOLIO USE

- 15.** Notwithstanding any other term in this Contract, the Marketer may use any of the Marketer's work produced under this Contract that has been made public for the Marketer's own portfolio.

RETURN OF PROPERTY

- 16.** Upon the expiration or termination of this Contract, the Marketer will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client, and will permanently delete from their computer systems all Confidential Information and proprietary information which is the property of the Client.

INDEPENDENT CONTRACTOR

17. In providing the Services under this Contract it is expressly agreed that the Marketer is acting as an independent contractor and not as an employee. The Marketer and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Marketer during the Term. The Marketer is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Marketer under this Contract.

LICENSING

18. The Marketer will comply with all legal licensing requirements, and will provide proof of such licensing immediately upon the Client's request.

a. Alex Fox has the following license: GHSJD012932FHU

19. Either Party providing marketing material to the other during the course of this Contract must ensure that any third party licensing requirements are complied with.

TRADEMARKS

20. Should the Marketer develop any trademarks for the Client, the Client will be responsible for ensuring the availability of the trademark and for registering the trademark.

RIGHT OF SUBSTITUTION

21. Except as otherwise provided in this Contract, the Marketer may, at the Marketer's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Marketer under this Contract and the Client will not hire or engage any third parties to assist with the provision of the Services.

22. In the event that the Marketer hires a sub-contractor:

- a. the Marketer will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Marketer; and
- b. for the purposes of the indemnification clause of this Contract, the sub-contractor is an agent of the Marketer.

23. All employees and subcontractors, if any, employed by the Marketer in the exercise of the Services under this Contract will be bound by the terms of this Contract.

AUTONOMY

24. Except as otherwise provided in this Contract, the Marketer will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Contract. The Marketer will work autonomously and not at the direction of the Client. However, the Marketer will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

25. Except as otherwise provided in this Contract, the Marketer will provide at the Marketer's own expense, any and all tools, equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Contract.

NO EXCLUSIVITY

26. The Parties acknowledge that this Contract is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

27. All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

- a. Kelly Caputi
203 Jake's Court Fremont CA 94420

b. Alex Fox
1234 Weyburn Commons, Los Angeles 90024 CA

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered: (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

28. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

MODIFICATION OF CONTRACT

29. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

30. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

ASSIGNMENT

31. The Marketer will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior, written consent of the Client.

ENTIRE AGREEMENT

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32. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

ENUREMENT

33. This Contract will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

34. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

GENDER

35. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

36. This Contract will be governed by and construed in accordance with the laws of the State of California.

SEVERABILITY

37. In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

WAIVER

38. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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FORCE MAJEURE

39. No liability will be imposed on the Marketer if the performance of this Contract is impeded due to circumstances beyond the Marketer's reasonable control such as due to acts of God, pandemics or other public health crises, storms or other environmental disasters, fires, thefts, vandalism, riots, national emergencies, government acts or orders, labor disputes and supplier failures. The Marketer must promptly notify the Client of such event in writing, and must use all reasonable efforts to avoid or remove the causes of non-performance.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Kelly Caputi

Alex Fox