

Designer Agreement

This Designer Agreement (the “Agreement”) is made and entered between This is CALA, Inc. (hereafter referred to as “Company”, “we”, “us”, “our” or “CALA”) and you, the Designer (hereafter referred to as “Contractor”, “you”, “your” or “yours”). In general, this Agreement sets forth the following terms:

- The services provided by CALA and our production and other partners;
- The process and responsibility of getting your designs developed, produced and shipped to you (*see* Section 1);
- Your responsibility for payment of fees (*see* Section 3); and
- Your responsibilities and conduct in using CALA’s services and technology platform, including, but not limited to, your compliance with applicable laws (*see* Section 5), your representations and warranties (*see* Section 8), your indemnification obligations (*see* Section 9) and your obligations of non-solicitation and non-circumvent (*see* Section 12).

In consideration of the covenants and conditions described below, Company and Contractor agree as follows:

BY CLICKING ON THE “ACCEPT” OR SIMILAR BUTTON, YOU (1) ARE CONSENTING AND EXPRESSLY AGREE TO BE BOUND BY AND ARE BECOMING A PARTY TO (A) THE TERMS OF THIS AGREEMENT, AND (B) THE TERMS OF THE TERMS OF USE LOCATED AT <https://ca.la/terms> (THE “TERMS OF USE”); AND (2) YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE READ AND REVIEWED THIS AGREEMENT AND THE TERMS OF USE.

PLEASE NOTE THAT TO BE A DESIGNER WITH CALA AND TO USE THE CALA PLATFORM (AS DEFINED HEREIN) AND THE ASSOCIATED SOFTWARE (AS DEFINED HEREIN), YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE TERMS OF USE. WE MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATION SHALL BE EFFECTIVE IMMEDIATELY UPON EITHER POSTING OF THE MODIFIED AGREEMENT OR NOTIFYING YOU. YOU AGREE TO REVIEW THIS AGREEMENT PERIODICALLY TO ENSURE THAT YOU ARE AWARE OF ANY MODIFICATIONS. YOUR CONTINUED ACCESS OR USE OF THE PLATFORM SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR THE TERMS OF USE, YOU DO NOT HAVE OUR AUTHORIZATION TO USE ANY OF THE SERVICES AND

YOU MAY NOT ACCESS OR USE ANY PORTION OF THE SITE (AS DEFINED HEREIN), PLATFORM, APP OR SOFTWARE.

Terms not defined herein shall have the meaning as provided in our Terms of Use and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement shall supersede and control to the extent of any such conflict. This Agreement is effective as of September 1, 2019.

1. Production Services

- (a) **General.** Through our technology platform (the “Platform”), which includes our proprietary software and content (the “Software”) on our online website (including all content and functionality available through the <https://ca.la/> domain name, the “Site”) and mobile application (the “App”), we will provide you with the CALA services selected by you according to your Subscription (as defined herein) (the “Services”) in order to connect you with our production and other partners (“Partners”) for the production, financing, marketing and/or fulfillment of garments and/or accessories (collectively, the “Garments”) in your design project (“Design Project”). Our Partners can provide you with certain production services selected by you according to your Subscription, including, but not limited to, fabric manufacturing, trim vendors, technical designers, pattern makers, sourcing services, sample makers, packaging, marketing, production and/or fulfillment services (collectively, the “Production Services”). For avoidance of doubt, the specific Services and Production Services provided to you are dependent upon the subscription model selected by you, as more fully described on the subscription pricing page located at <https://ca.la/access> (“Subscription”).
- (b) **Production Services.** Once you design and submit a proposed Design Project through the Platform, we will review the Design Project to determine the estimated total costs of Production Services. You will then be given a quote (the “Quote”) for all costs and fees (dependent upon your Subscription, including without limitation, pattern-making, material sourcing, prototypes, product development, custom labels, a sample for final approval, bulk units, a keep sample for Company, packaging and marketing), required for the completion of your Design Project based on compatibility of your Design Project to an available Partner’s Production Services. You understand and agree that (i) Company, in its sole discretion, may match and connect you with a Partner based the compatibility of the Production Services offered by such Partner to your Design Project; (ii) you agree to pay or finance the Quote prior to a Partner’s commencement of Production Services; (iii) no Production Services will begin if your payment is declined (*e.g.*, if your credit card is declined or financing is denied); (iv) prior to full production of the Garments of your Design Project,

you agree to designate one (1) approver for the Design Project to promptly review, approve and/or provide comments on any Garment sample (the “Sample”) created by a Partner in connection with your Design Project; (v) if you make major changes, to be determined in our sole discretion, to a Sample, we may cancel the Design Project so it can be re-priced (for sake of example but not limitation, a major change may include changing the product type, changing major construction of a Garment by adding a hood or sleeve, changing the process type from print to embroidery or substantially changing materials (*i.e.*, from denim to leather)); (vi) once you approve a Sample (an “Approved Sample”) no changes of any kind can be made to a Garment or the Design Project; (vii) you cannot decrease the number of units, however you may be able to increase the number of units but up to the number of units included in the Approved Sample; (viii) you are solely responsible for payment of the Quote; and (vix) there is no guarantee that Company will be able to find a Partner to complete and fulfill your Design Project. All fees for Production Services shall be paid to Company based on the Quote, pursuant to Section 3 of this Agreement. For the avoidance of doubt, the Quote (and all information used to create the Quote) is considered Company Confidential Information (as defined herein) subject to all obligations and restrictions in Section 7 hereof, and Contractor agrees not to discuss the Quote with any Partner. **By accepting the terms of this Agreement, you expressly agree to the provisions of this Section 1 “Production Services”.**

- (c) **Shipping and Delivery.** Contractor understands and agrees that for the production and/or fulfillment of Garments (the “Produced Garments”) and dependent upon your Subscription, (i) shipping and delivery costs for references, samples and bulk shall be handled by Company or Partner; (ii) you will provide accurate, truthful and up to date shipping information through the Platform for the delivery of Produced Garments; (iii) Company or Partner may choose to store any Produced Garments at a warehouse or other fulfillment Partner; (iv) the method of shipping will be provided through a known courier or delivery service (“Courier”) chosen by Company or warehouse or other fulfillment Partner; (v) if you choose to receive the Produced Garments, you agree to be present on the expected delivery date or designate an authorized adult to accept delivery of the Produced Garments; (vi) if you choose to receive the Produced Garments, you will inspect all Produced Garments immediately upon delivery and, if Produced Garments are damaged, defective, or otherwise incomplete (the “Damaged Garments”), you will have thirty (30) days (the “Notification Period”) in which to notify and provide evidence to the Partner of such Damaged Garments and Partner shall work with you to remedy the damage, defect, or incompleteness (including without limitation, the cost to fix or replace the Damaged Garments) and return the Damaged Garments to Partner, all at Partner’s cost and expense; (vii) if you choose to receive the Produced Garments, you will bear and be responsible for all shipping

and delivery costs for the return of Damaged Garments to Partner if such damage is not reported to Partner within the Notification Period; (viii) CALA shall not be responsible for any damage caused by a warehouse or other fulfillment Partner or Courier to the Produced Garments and your sole recourse will be against such warehouse or other fulfillment Partner or Courier, as applicable, for such damage; (ix) you will direct all complaints in connection with any Damaged Garments to the warehouse or other fulfillment Partner and not CALA; and (x) you will fully pay for all Produced Garments that meet the requirements and criteria of the Approved Sample.

2. Term; Termination

- (a) **Term.** This Agreement shall commence on the date you first accept the terms herein and will continue in effect for the term of your Subscription period (the “Initial Term”). Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the same term as the Initial Term (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable.
- (b) **Termination.** If either party materially breaches a provision of this Agreement, and fails to cure such breach within fifteen (15) business days after receiving written notice of such breach from the non-breaching party, the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party. If Contractor is the terminating party under the foregoing sentence, Company will refund to Contractor any Subscription Fee (as defined herein) that was pre-paid for the then current Term, pro-rated for the remainder thereof; and if Company is the terminating party under the foregoing sentence, Contractor is not entitled to a refund of any non-cancelable or non-refundable Subscription Fees. Company may, without prejudice to any right or remedy it may have under this Agreement, immediately terminate this Agreement for convenience, upon written notice to Contractor. In the event of termination by Company under the foregoing sentence, Company will refund to Contractor any Subscription Fee that was pre-paid for the then current Term, pro-rated for the remainder thereof. For any termination of this Agreement, Company shall be entitled to payment for Services and Production Services performed and expenses paid or incurred prior to the effective date of termination, including without limitation, any Revenue Share Fee or Production Fee. Upon termination of this Agreement, the Receiving Party shall promptly return any Confidential Information of the Disclosing Party. All terms and conditions of this Agreement, by their sense and content, are intended to survive the expiration or termination of this

Agreement, shall survive, regardless of the reason of such expiration or termination.

3. Fees; Financing

- (a) **Subscription Fee.** You will pay Company the non-cancelable and non-refundable subscription fee based on your Subscription (“Subscription Fee”) for the Initial Term. At the end of the Initial Term, you will pay the then-current non-cancelable and non-refundable Subscription Fee for the Renewal Term, if any.
- (b) **Revenue Share Fee.** If revenue sharing is part of your Subscription, you will pay Company a Revenue (as defined herein) share fee for the percentage detailed in your Subscription (“Revenue Share Fee”). As used herein, the term “Revenue” means all income from the sales of the Garments. For avoidance of doubt, the Revenue Share Fee is used to calculate the percentage due Company, whereas the amount due to you is the Revenue Share fee less costs, fees and other expenses. For sake of example but not limitation, if the Revenue is \$1,000, and Company is entitled to fifteen percent (15%), Company shall be due \$150; however, you shall be due \$850 less the costs of production and fulfillment.
- (c) **Production Fee.** You will pay Company the Quote, for Production Services provided to you by a Partner and other fees associated with the costs of goods, fulfillment and/or marketing (collectively, “Production Fee”). For avoidance of doubt, the costs of goods and fulfillment **are not** included in the Subscription Fee or Revenue Share Fee, and will be quoted within the Platform based on design complexity and number of units. You understand and hereby agree that dependent upon on your Subscription (i) payment or financing for one-hundred percent (100%) of the Quote shall be submitted by you up front prior to a Partner’s commencement of Production Services; and (ii) neither Company nor Partner is required to release or deliver Produced Garments to you or any fulfillment Partner if you fail to make full payment or financing of the Quote.
- (d) **Financing.** If financing is part of your Subscription and you opt-in to financing, you understand and hereby agree that (i) you will promptly provide Company your bank statements for the past three (3) months, or a direct connection into your bank account and full access to your e-commerce platform so Company and/or Partner can review your sales history; (ii) Company determines your credit limit and financing rate in its sole discretion; (iii) Company can change your credit limit and financing rate in its sole discretion; (iv) our fulfillment Partner will fulfill the Produced Garments; (v) your e-commerce store will process the sales of the Produced Garments; (vi) our fulfillment Partner will be linked to your e-commerce store; (vii) the initial sales revenue, less the cost of fulfillment,

will be deposited directly into a Company account via your e-commerce store to pay down your credit balance; (viii) the Revenue Share Fee will be used to pay down your credit balance until such balance is zero; (vix) you will be fully and completely responsible and liable to repay any and all amounts advanced to you by Company; and (vx) in the event you do not timely pay down your credit debt, Company is allowed to use all means it deems necessary, in its sole discretion, to collect the credit debt from you, including without limitation, changing the Revenue Share Fee, collection of Produced Garments and other means.

- (e) **Access.** You will have access to available funds on the fifteenth (15th) day of the month for the previous month. You acknowledge and agree this delay is necessary to determine if Garments are returned and to resolve other issues.

For avoidance of doubt, the term “Fees” includes the Subscription Fee, the Revenue Share Fee and the Production Fee. **By accepting the terms of this Agreement, you expressly agree to the provisions of this Section 3 “Fees”.**

4. CALA Deactivation Policy

CALA’s goal is providing reliable and long lasting partnerships with Partners and contractors. CALA does this by connecting the top designers with the top Partners in terms of design, quality, reliability, accountability, and transparency in communication. This is only possible when designers trust Partners and vice versa. If we determine, in our sole discretion, that you have breached the terms of this Agreement and/or the Terms of Use, you may be barred or suspended from using the Platform and/or App, either temporarily or permanently, depending on the seriousness of the breach.

5. Compliance With The Law

You hereby acknowledge and agree that you will use the Services, Production Services, Site, Platform, App and/or Software in full compliance at all times with all relevant state, federal and local laws, statutes, rules, ordinances, regulations, policies and other requirements.

6. Dispute Resolution

The parties agree that any controversy or dispute between the parties concerning this Agreement, including deactivation of Contractor’s access to the Platform and/or App or the construction or application of any of the terms, covenants,

or conditions of this Agreement, will first be subject to reasonable good faith efforts by the parties to resolve such dispute, and if such good faith efforts are not successful, shall be submitted to binding arbitration in New York County, New York, on the request of any party, and the arbitration shall comply with and be governed by the provisions of the New York Civil Practice Law & Rules, Article 75. Any cause of action or claim you may have with respect to this Agreement must be commenced within one (1) year after the claim or cause of action arises. Arbitration shall be conducted by three (3) arbitrators familiar with the commercial practices of Company and Contractor's industry. Each party shall be entitled to select one (1) arbitrator, which two (2) selected arbitrators shall in turn select a third arbitrator. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. All parties to the arbitration shall as an initial matter share the costs of such proceeding, but the prevailing party may be awarded fees and costs, including reasonable attorney's fees. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by either party except (a) an action to compel arbitration pursuant to this Section 6, or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section 6.

7. Property Rights Of The Parties

- (a) **Confidential Information.** Each party recognizes and acknowledges that it may receive ("Receiving Party") Confidential Information (as defined herein) of the other party ("Disclosing Party") provided under this Agreement. The Receiving Party agrees to hold all such Confidential Information in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing or receiving the Services and/or Production Services and not to allow any unauthorized person access to it, either before or after termination of this Agreement; *provided, however,* that any such Confidential Information may be provided to the Receiving Party's employees, agents, subcontractors or contractors (specifically in the case of Company, Confidential Information may be provided to its Partners), who have a need to have such access in order to perform or receive the Services and/or Production Services pursuant to this Agreement. The Receiving Party shall not disassemble, reverse engineer, or otherwise decompile any of the Disclosing Party's Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of any of the Disclosing Party's Confidential Information. As used herein, the term "Confidential Information" means all confidential and proprietary information (whether or not patentable and whether or not copyrightable), owned, possessed or used by the Disclosing Party hereunder, including without limitation, inventions, products, designs, formulas, vendor information, customer in-

formation, apparatus, equipment, processes, research, reports, technical data, know-how, computer programs, software, software documentation, hardware design, technology, marketing or business plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs and employee lists that are communicated to, learned of, developed or otherwise acquired by the Receiving Party under this Agreement. For avoidance of doubt: (i) Company Confidential Information includes confidential and proprietary information related to the Services, Production Services, Site, App, Platform, Software, Partners, Quotes and/or Fees; and (ii) Contractor Confidential Information includes confidential and proprietary information related to your Design Project. For purposes of this Agreement, Confidential Information shall not include information the Receiving Party can document: (iii) was or has become readily available to the public without restriction through no fault of the Receiving Party; (iv) was received without restriction from a third party lawfully entitled to possess and disclose such information; or (v) was rightfully in possession of the Receiving Party without restriction prior to the Disclosing Party's disclosure of such information to the Receiving Party.

- (b) **Contractor License.** Contractor hereby grants to Company a limited, non-exclusive, sublicenseable (to Company's Partners), royalty-free, right and license to reproduce, modify, distribute, make derivatives, publicly perform, publicly display, use and otherwise exploit all intellectual property and proprietary rights, to Contractor Confidential Information, Design Project, products, Garments, software, technology, know-how and other materials (collectively, "Contractor Materials") to perform the Services and Production Services, including without limitation, use with the Platform, App and Software.
- (c) **Ownership.** The Receiving Party agrees that the Disclosing Party owns the Disclosing Party's Confidential Information and it shall continue to be the exclusive property of the Disclosing Party, whether or not prepared in whole or in part by the Receiving Party and whether or not disclosed to or entrusted to the Receiving Party's custody. Excluding the license in Section 7(b) hereof, Contractor owns all right, title and interest in and to the Contractor Materials. Company owns all right, title and interest in and to the Services, Production Services, Site, App, Platform, Software, Quote and Fees.

8. Contractor Representations And Warranties

Contractor agrees, represents and warrants that:

- Contractor will comply with all terms and conditions of this Agreement, Terms of Use and other policies related to the use of the Services, Production Services, Site, App, Software and Platform.

- Contractor owns all right, title and interest in and to all Customer Materials and has all necessary rights to grant the license to the Company as described in Section 7(b) hereof.
- Contractor's agreement to perform any services pursuant to this Agreement does not violate any agreement or obligation between Contractor and any third party.
- Contractor Materials, including but not limited to Contractor's Garment designs and any Design Project, will not infringe, violate, or misappropriate any right of a third party, including but not limited to any privacy rights, copyright, patent, trade secrets, trademark, or other proprietary or intellectual property right held by any third party.
- Contractor will (a) provide clear instructions and timeline to Partner for the production of any Design Project, (b) be available during normal business hours to respond to Partner's questions related to a Garment, Approved Sample or a Design Project, and (c) will designate one (1) approver for the Design Project in order to provide timely approval, rejection and/or comments to a Sample or other inquiries or questions.
- If a Partner's final production of Garments materially deviates from or does not conform to an Approved Sample, Contractor will immediately notify Company of such deviation or non-conformity; provided, however, that, Contractor shall bear all costs and fees for any material deviation or non-conformity due to Contractor's actions, inaction or instructions to Partner.
- Contractor will be responsible and liable for all costs incurred by Partner and/or Company for any Production Services that are delayed or hindered for any reason due to Contractor's action or inaction, including, but not limited to, mistreatment or discrimination of Partners, lack of communication, unresponsiveness through the Platform, and illegal behavior.
- Contractor will not engage in any unfair competition with Company, or engage in any action which may constitute intentional interference with CALA's prospective economic advantage.
- Contractor will not disclose, duplicate, sell, use for promotional means or otherwise use for any purposes, any assets, material, property, artwork or designs of Partner or Company.
- Contractor will promptly update Partner via the Platform as to any relevant updates with respect to the Design Project, including, but not limited to, any preset list of tasks in connection with a Design Project and/or changes to such list.
- Contractor will pay all Fees, in a timely manner pursuant to Section 3 hereof.

- Contractor will not use the Services, Production Services, Site, Platform, Software or App in any manner that (a) violates any federal, state, or law, statute, rule, ordinance, regulation, policy or other requirement; (b) is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, fraudulent, deceptive, or misleading or otherwise objectionable; or (c) adversely affects or reflects negatively on our goodwill, name or reputation or causes duress, distress or discomfort to us or anyone else, or discourages any person, firm or enterprise from using all or any portion, feature, or function of the Services, Production Services, Site, App, Platform or Software or from advertising, liking or becoming a supplier to use in connection with the Services, Production Services, Site, App, Platform or Software.

9. Indemnity

Contractor agrees to indemnify, defend, and hold Company and its successors, officers, directors, agents, Partners and employees harmless from any and all costs, expenses (including reasonable attorneys' fees), losses, damages, claims, liabilities, demands, penalties, forfeitures, suits and judgments, which Company may hereafter incur, become responsible for or pay, as a result of any breach of your representations, warranties, agreements or other promises contained herein or any breach of this Agreement by Contractor.

10. Waiver And Release

YOU AGREE THAT NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE SITE, THE APP, THE SERVICES, PRODUCTION SERVICES, SOFTWARE OR THE PLATFORM. YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST CALA, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS OR SUPPLIERS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF CALA, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS OR SUPPLIERS) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SITE, THE APP, THE SERVICES, PRODUCTION SERVICES, SOFTWARE OR THE PLATFORM.

11. Liability Limitation

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY: (A) WE WILL NOT BE LIABLE UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA OR COSTS OF REPLACEMENT GOODS, ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, THE APP, SERVICES, PRODUCTION SERVICES, SOFTWARE OR THE PLATFORM OR RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENTED, EVEN IF WE MAY HAVE BEEN ADVISED OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) CALA'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OF ANY KIND ARISING OUT OF THIS AGREEMENT, SITE, APP, SERVICES, PRODUCTION SERVICES, SOFTWARE AND PLATFORM WHETHER BASED IN CONTRACT, TORT, STATUTORY, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EXCEED THE FEES RECEIVED BY COMPANY FROM CONTRACTOR DURING THE PREVIOUS TWELVE (12) MONTHS UNDER THIS AGREEMENT. THE SITE, THE APP, SERVICES, PRODUCTION SERVICES, SOFTWARE AND THE PLATFORM ARE CONTROLLED AND OFFERED BY US FROM OUR FACILITIES IN THE UNITED STATES OF AMERICA. WE MAKE NO REPRESENTATIONS THAT THE SITE, THE APP, SERVICES, PRODUCTION SERVICES, SOFTWARE OR THE PLATFORM IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE, THE APP, SERVICES, PRODUCTION SERVICES, SOFTWARE OR THE PLATFORM FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

12. Non-Solicitation; Non-Circumvent

- (a) **Non-Solicitation.** To the fullest extent permitted under applicable law, from the effective date of this Agreement until 18 months after the termination of this Agreement for any reason, you agree that, neither you nor any of your agents, employees, contractors or affiliates will, directly or indirectly, solicit or hire any of our Partners whom you meet or who become known to you during, or as a result of, your access to the App, Platform, Production Services and/or Services. The foregoing provision will not prevent you from conducting generalized solicitations for such production partners through the use of media advertisements, professional search firms or otherwise not specifically targeted to any of our Partners.
- (b) **Non-Circumvent.** Because of this Agreement, Contractor may be introduced to or learn of Partners, persons, contacts, entities, customers,

distributors, clients, employees, consultants, or agents of the Company (collectively, the “Designated Parties”). For the Term of this Agreement and for 18 months following the termination of this Agreement, Contractor agrees not to circumvent, attempt to circumvent, or permit any other party or persons on your behalf to circumvent Company’s relationships and/or agreements with the Designated Parties in any way, manner or form, including but not limited to, contacting, calling on, soliciting, consummating transactions, contracts or engagements; or taking away, either directly or indirectly, any Designated Party without the prior written permission of a duly authorized representative of the Company. In the event of any breach of this Section 12, Company, in addition to any other remedies at law or in equity that Company may have, will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

13. Relationship Of Parties

Notwithstanding any provision hereof, Contractor is an independent contractor and is not an employee, agent, or joint venturer of Company and shall not bind nor attempt to bind Company to any contract. Contractor shall not be eligible to participate in any of Company’s benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Company shall not provide workers’ compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Contractor.

14. Miscellaneous

- (a) **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions.
- (b) **Injunctive Relief.** Any breach of Section 7 (Property Rights of Parties) of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies.
- (c) **Waiver.** Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof.

- (d) **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Furthermore, in lieu of any such illegal or unenforceable provision hereof, the parties shall add as a part of this Agreement a provision as similar in terms to such illegal or unenforceable provision as may be possible to be legal and enforceable.
- (e) **Entire Agreement.** This Agreement and the Terms of Use, incorporated herein by this reference, represent the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, representations, agreements and undertakings related to the subject matter of this Agreement. This Agreement may be modified by us at any time as described in the introduction of this Agreement. Contractor does not have a right to modify this Agreement, except in a written instrument signed by a duly authorized representative of Company.
- (f) **Assignment.** This Agreement is personal to Contractor and Contractor shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of Company. Any attempt to do so will be null and void and a material breach by Contractor of this Agreement. Company may freely assign this Agreement, in whole or in part, to any third party.
- (g) **Notice.** All notices by Contractor under this Agreement shall be in writing and shall be deemed given when personally delivered to Company, or three (3) days after being sent by US mail, overnight delivery to CALA, 50 Eldridge Street, Floor 2, New York, NY 10002 or email to hi@ca.la. All notices by Company under this Agreement can be sent to Contractor via email associated with the Platform and/or App.