****

**Glogo Customs Partnership Agreement**

This Partnership Agreement (“Agreement”) is made and entered into as of October 31st, 2021 (“Effective Date”) by and between (“Talent”) and **Glogo Customs** (“Glogo”), a company.  
  
 As part of this agreement, the Talent shall promote, advertise, and market Glogo on YouTube, TikTok, Instagram, Twitter, and/or Twitch. The goal of the campaign is for the Talent to assist Glogo in expanding the brand and promoting its product by using the Talent’s platforms.

1. Services Period

1.1. This Agreement shall be deemed to have commenced on October 31st, 2021 and shall continue until October 31st, 2022 unless otherwise determined by the parties, in writing, or terminated pursuant to this agreement.

1.2 This Agreement shall terminate automatically on the expiry of the Term unless terminated prior to the expiry of the Term in accordance with the terms of this Agreement, or unless otherwise agreed upon by the parties in writing. Without affecting any other right or remedy available to it, Glogo may terminate this Agreement at any time with fourteen (14) days notice to the Talent. This Agreement will also be considered breached if:

* Talent commits a material breach of any term of this Agreement which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of seven (7) days after being notified in writing to do so;
* Talent repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
* Glogo, acting reasonable, believes that this arrangement is or becomes incompatible with any law or regulation.

1.3. On termination or expiry of this Agreement:

* Talent shall cease (a) to use Glogo’s marks and/or logos, cease all promotions and/or marketing of the company and products and (b) any and all use of the other company’s intellectual property and likeness;
* Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

2. Fee Owed to Talent  
  
2.1. All partners and Future Partners - Subject to the provisions of this agreement and to Talent performing its obligations hereunder and in consideration of the rights granted, all Partners shall receive a 50% off their first Glogo Customs new products purchase. Talent shall receive a unique partner code that can be used on Glogo website. Talent shall receive $5.00USD for every purchase resulting from use of their code and a $5 discord to whoever uses the code aswell. At the end of each month, if Talent’s code has been used at least ten (10) times in that month, Talent shall receive a free Glogo standard sized product to give away at the Talent’s discretion. If Talent’s code is used at least fifteen (15) times in a given month, Talent shall also receive a free Glogo XL to give away at the Talent’s discretion. All partners and future partners will also get early access to future products and have input on new products and product development.

2.2. Launch Partners Only - Subject to the provisions of this agreement and to Talent performing its obligations hereunder and in consideration of the rights granted, and in addition to the terms discussed in Section 2.1, all Launch Partners shall receive a free customized Glogo XL (12in x 12in model). This is the product that Talent will use to promote Glogo on stream, social media, etc. In addition to the custom Glogo XL, Talent will receive a free limited edition Glogo holographic sticker. Talent will also receive a permanent spot on the top of the Partner Page of the Glogo Customs website, indicating that they are launch partners, that will include a picture of Talent, four of Talent’s social links and the Talents Partner Code.

3. Talent’s Obligations

3.1. In consideration for the items laid out in Section 2, Talent shall provide the following services:

* At the time of the Glogo launch, Talent shall promote Glogo at least one (1) time on all of the Talent’s active social accounts, including a link to the Glogo website. Posts are to be worded however the Talent chooses and in the style that will represent them or their audience best. Posts must be approved by Glogo beforehand
* After the launch, Talent will not be required to do any other promotions and all promotions and advertising from that point on will be at the discretion of the Talent.
* Glogo asks that if Talent is a streamer that the Glogo product be visible in your webcam or in the background of a social media post or YouTube video on at least one (1) occasion.

4. Representations and Warranties

4.1.  All parties represent hereto that:

1. They have the full power and authority to enter into, execute and deliver this Agreement and to perform the obligations contemplated hereby;
2. The execution and delivery of this Agreement and the performance of actions or omissions by the parties have been duly authorized by all necessary corporate, statutory, contractual or any other authority responsible for authorizing such execution, delivery, action or omission;
3. The execution, delivery, and performance of this Agreement and the consummation of the obligations contemplated hereby will not:

(i) require the parties to obtain any consent, approval or action of any Governmental Authority;

(ii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound;

(iii) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses; or

(iv) violate any Law or regulation of India or any other country in which it maintains its principal office.

5. Ownership; Grant of Rights

1. During the term of the Agreement, the Talent will own and retain all right, title, and interest in and to the social media posts (“**Posts**” or “**Post**”), subject to the license granted to Company in this paragraph. Company will own and retain all right, title, and interest in and to all derivative works of the Posts made by Company, or by any third party for our benefit subject to the rights of the content creators in the underlying Posts. The Talent shall agree that this license gives Company the right: (a) to modify, edit, combine with other materials, translate, include in collective works, and otherwise create derivative works of the Posts; and (b) to reproduce, perform (publicly or otherwise), display (publicly or otherwise), and transmit the Posts, including any derivative works of the Posts, in whole or in part.  Talent shall each grant to Company and its affiliates the right to use their name, image, likeness, and biographical, professional, and other identifying information (collectively, "Likeness") in connection with the campaign, the Posts, and any derivative works Company makes from the Posts, including to advertise and promote the same or any product that features or includes at least one of the Posts or a derivative work of a Post, in whole or in part. Content Creators shall waive their rights to inspect or approve any use of their respective Likeness as contemplated in this Agreement.
2. Subject to the terms and conditions of this agreement, the Talent and Company shall each grant the other the right to use their trade names, logos, designs, trademarks, and company descriptions as provided and within the parameters of the parties’ obligations, in all cases with the prior written consent of the other party. These assets may only be used during the Term of this Agreement and shall only be for uses laid out in this agreement.

6. Indemnity

The parties shall indemnify, defend, and hold harmless the other, its affiliates, employees and representatives from and against any losses, costs or expenses (including reasonable attorneys’ fees) that the other party may sustain or incur as a result of any claim made, brought or threatened against the party relating directly or indirectly to or arising out of the services provided under this Agreement or relating directly or indirectly to or arising out of the agreements.

7. The Recipient’s Exercise of Rights and Disparagement

All parties shall not misuse any of the rights granted herein and shall ensure that no member of the Companies discussed herein shall make any public statement in a manner which might prejudice or be defamatory to the image and reputation of the other party. Doing so shall result in a material breach of the Agreement.

8. Confidentiality and Non-Disclosure

8.1  The parties acknowledge that as a result of this Agreement, each party may have access to and receive from the other party  Confidential Information (as defined below). The parties agree to maintain the confidentiality of all Confidential Information and shall not use, disclose, furnish or make accessible such information to anyone other than authorized employees and/or agents of that party as necessary to carry out the party’s obligations under this Agreement. Each party further agrees to establish and maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the information noted above.  The obligation to maintain the confidentiality of Confidential Information shall survive termination of this Agreement and continue for one (1) year.

8.2  For the purposes of this Agreement, the term “Confidential Information” shall be defined to include, without limitation, information which is or fairly can be considered to be of a confidential nature, which is obtained whether (without limitation) in graphic, written, electronic or machine readable form on any media, by one party to the other party and also includes all intellectual property.

9. Disagreement and Choice of Law

In the event that there is a disagreement regarding this agreement, the parties will refer the matter to an independent arbitrator appointed by mutual agreement. Should legal actions be required, all actions will be governed by the law of the State of in the United States.

10. Relationship

10.1 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

11.  Force Majeure.

Neither party shall be liable for any breach of the Agreement for any delay or failure of performance resulting from any cause beyond such party’s reasonable control, including but not limited to the weather, civil disturbances, acts of civil or military authorities, or acts of God.  The party experiencing a force majeure event shall provide prompt notice of such to the other party. Either Party may terminate the Agreement this Agreement immediately upon written notice if a force majeure event lasts longer than fifteen (15) days.

IN WITNESS WHEREOF, duly authorized representatives of each of the parties have executed this Agreement as of the Effective Date.

**Glogo Customs**

Signed Joseph Coleman

Name Joseph Coleman

Title CEO

**Talent**

Signed

Name

Title