

CONFIRMING LETTER FOR W2-BASED PROFESSIONAL TEMPORARY EMPLOYEE

This Confirming Letter ("CL") # 321829-4 adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("MSA") between Instabrand LLC ("CLIENT") and Workbridge Associates ("AGENCY"). Transactions performed under this CL will be conducted in accordance with and be subject to the terms and conditions of this CL and the MSA.

This CL confirms that AGENCY agrees to supply to CLIENT the services of Greg Parks as a W2-based Professional Temporary Employee of AGENCY ("PTE"), beginning on July 28th, 2014 and ending on August 31st, 2014.

PTE will supply the services described below directly for CLIENT at this CLIENT's location: 8284 Santa Monica Blvd, West Hollywood, CA 90046 United States of America

PTE will be fulfilling the duties and obligations of a Senior Developer as defined by CLIENT. CLIENT hereby attests that as per the requirements of Section 2 of the MSA, CLIENT has judged PTE capable of supplying these services, either directly to CLIENT or indirectly to CLIENT's client.

CLIENT agrees to pay AGENCY for PTE's services at the rate of \$75.00 per hour for the duration of this assignment, and acknowledges that all invoices, including any applicable Sales or Use tax, are payable upon receipt.

As per Section 8 of the MSA, CLIENT will promptly approve all PTE hours via erecruit, and any hours not specifically disapproved by CLIENT by 9:00 A.M. Eastern Time on the Tuesday following submission by PTE will be deemed automatically approved for payment. Also as per Section 8 of the MSA, if CLIENT elects to allow the PTE to perform services from a location other than the CLIENT's premises, including but not limited to from the PTE's home, CLIENT agrees that any such hours submitted by the PTE *MUST* be approved. CLIENT cannot withhold such approval, for any reason or for no reason.

CLIENT further agrees that AGENCY may immediately terminate this CL without penalty if CLIENT fails to pay AGENCY's invoices within thirty (30) days of receipt, and that all of AGENCY's remedies described in Section 8 of the MSA will remain intact both during the term of this CL and after the expiration or termination of this CL.

SIGNATURE PAGE FOLLOWS

CLIENT

AGENCY

By: _____
(authorized signature)

By: _____
(authorized signature)