



COLLABORATOR AGREEMENT

I. PARTIES.

This Collaborator Agreement ("Agreement") made this June 4, 2024 is by and between **Groupe Dynamite Inc.**, with a mailing address of 5592 Ferrier, Town of Mount Royal, Quebec H4P 1M2 ("Company"),

and Scout Creatives, INC, 1207 Delaware Ave, Suite 2400, Wilmington, DE19806 c/o 13 Hanover Square, Mayfair, London, W1S 1HN OBO Kiyana Ebrahimi (Collaborator)

II. TERM.

This Agreement is to commence upon June 4, 2024 and shall terminate on June 31, 2024.

III. STATEMENT OF WORK.

Parties agree that the Collaborator will provide their services to the Company as follows:

a. Publications ("Content") , check all that apply:

- i. ☐ QTY (#) Post on Instagram on (date(s))
- ii. ☐ QTY (#) Story on Instagram on (date(s))
- iii. ☐ QTY (#) Haul on Instagram on (date(s))
- iv. ☐ QTY (#) Giveaway on Instagram on (date(s))
- v. ☐ QTY (#) Reel on Instagram on (date(s))
- vi. ☒ QTY (2) Tiktoks on (date(s))
- vii. ☐ QTY (#) (X post/videos) on (Social Network) on (date(s))
- viii. ☐ QTY (#) Post organic "**Affiliate**" Content on (Social Media) on (date(s))

b. Event attendance: XXXXX event at (location name and full address) as of (Time and Time zone)

- i. ☐ Be on site for XXXXX hours
- ii. ☐ Other Requirements: XXXXX

Content must be original, compliant with the terms and conditions of the social media platforms used, compliant with all applicable FTC guidelines, and must adhere to the Company's requirements as per sections III c. and IV.

c. Content Requirements

Publications must, check all that apply:

- i. ☒ Feature Collaborator wearing a full outfit from GARAGE / DYNAMITE, in which the outfit is clearly displayed.
- ii. ☒ Be taken in good lighting that will display the clothing without affecting the true colors of the garment.
- iii. ☒ Not be over filtered/edited or changed to black and white.

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- iv. ☒ Tag @garage_clothing on TikTok and @garageclothing on Instagram v.
- ☐ Mention XXXXX
- vi. ☒ Use hashtags: #iweargarage

- vii. ☒ Contain disclosure methods: (#ad, paid partnership feature, etc.)
- viii. ☐ Display onscreen text: "Tap to Shop" link sticker
- ix. ☒ Contain UTM link that redirects web traffic
- x. ☐ Contain discount code XXXXX provided by the Company
- xi. ☐ Invite fans to click on the link (UTM link through Impact Radius) in description box to shop the items.
- xii. ☒ Be a minimum of fifteen (15) seconds long.
- xiii. ☒ Respect publishing deadlines agreed upon by both parties.
- xiv. ☒ Remain on Collaborator's feed for a minimum twelve (12) months from the date of publication.
- xv. ☐ Other: XXXXX

d. Company Obligations

The Company will provide to Collaborator:

- i. ☒ Clothing to be presented in Content.
- ii. ☐ Link(s) to be added to Content.
- iii. ☒ A brief and/or guidelines in advance of the shoot date (creative direction alignment should be in the Collaborator's usual tone and style).
- iv. ☒ Compensation for services rendered as per Section XI of this Agreement

IV. EXCLUSIVITY AND NON-COMPETITION.

- i. For all Content, clothing from any other brands cannot be mentioned or worn, except for shoes and accessories (which must be brand aligned and must not distract from the clothing).
- ii. **The Collaborator agrees that, during the Term, they shall not, directly or indirectly, engage in, be employed by, advise, consult, or be connected with Ardene**
- iii. ☒ Special Requirements [Applies only to Ardene]

V. MORALITY.

The Collaborator must not make any false, misleading or deceptive statements and will not make any product performance or attribute claims about the Company or the products or services offered by the Company unless such claims have been provided by and/or approved in advance by the Company. Any Content that is false, misleading, deceptive or negative in nature can be requested to be removed immediately by the Company in writing via email.

Any behavior or matters, including comments posted or published by the Collaborator on their social network, considered tendentious or defamatory and which go against the Company or

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is contradictory to the image of the Company's brand(s), represents a breach of Agreement and the Agreement will be terminated for cause.

VI. CONTENT APPROVAL.

The Collaborator is required to obtain approval before publishing a post.

- a. The Collaborator must submit multiple shots (full body, close ups etc.) of each look for approval.
- b. Photo and videos must be submitted to the Company a minimum of:
 - ☐ Forty Eight (48) hours before the Content goes live

- ☐ other: XXXXX

The Company will approve Content within three (3) days of its receipt.

In the event the Collaborator does not follow the brief and/or the guidelines provided by the Company in advance of shooting, the Collaborator may be required to reshoot or edit the Content, at their own expense, to comply with such brief and/or guidelines. For the avoidance of doubt, the Collaborator is subject to 2 rounds of reasonable edits and/or reshoots.

VII. USE OF LIKENESS.

Collaborator hereby grants to Company the right (but not the obligation) during the Term and for forty five (45) days thereafter to use their approved likeness, approved name, approved biographical information (collectively "Likeness") in original forms in the following mediums: all Collaborator owned/operated and Company owned/operated social channels and online advertising content (i.e. Facebook and Instagram ads, etc.). Any other usage including written, online or broadcasted promotional materials featuring Collaborator's name, image, bio or likeness must be pre-approved in writing by Collaborator prior to publication or distribution. Content will not be deleted after the expiry of the Agreement.

VIII. AUTHORIZED USE.

Company usage of the images and videos produced from this collaboration applies to all Company media channels inclusive of World Wide Web: / social media archived in perpetuity.

IX. PERFORMANCE INSIGHTS.

Collaborator must provide Company with all requested performance insights for each piece of Content five (5) days after its publication.

X. INVOICING

If the Collaborator is represented by an Agency, the Agency must invoice all compensation per Section XI and is responsible for issuing the payment to the Collaborator. Payment terms are Net 30 upon receipt of invoice after services have been rendered.

Invoices must:

- a. be addressed to **Groupe Dynamite Inc., 5592 Ferrier, Town of Mount-Royal, QC, H4P 1M2.**
- b. include the Project ID and name of Collaborator.
- c. include a valid tax number.
(N.B. Groupe Dynamite Inc. is located in Quebec, therefore Québec Sales Tax (QST)

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and Good and Services Tax (GST) taxes should be applied).

If you are an individual or small business who does not charge tax, please complete the "Form for contractor with annual revenues less than \$30,000 CAD", see **Schedule A.**

- d. be sent to:
accountspayable@dynamite.ca AND procurement@dynamite.ca
C.c.: XXXXX@XXXX AND XXXXX@XXXX

XI. COMPENSATION.

Check all that apply:

- a. ☒ In consideration of the services rendered by the Collaborator to the Company, the Company will provide compensation of a total of \$5000 USD that will be paid plus applicable taxes to the Agency/Collaborator via EFT upon completion of deliverables.
- b. ☐ In consideration of the service rendered by the Collaborator to the Company based on sales through LTK or Impact, the "Affiliate Bonus", compensation will be provided as follows. **Only a single tier can be reached in a given calendar month:**
 - i. For any calendar month that the Collaborator generates between \$10,000 CAD and \$20,999 CAD in sales through LTK or Impact, Company will provide compensation of a total of XXXXX (\$XXXXX CAD) plus applicable taxes.
 - ii. For any calendar month that the Collaborator generates between \$21,000 CAD and \$40,999 CAD in sales through LTK or Impact, Company will provide compensation of a total of XXXXX (\$XXXXX CAD) plus applicable taxes.
 - iii. For any calendar month that the Collaborator generates between \$41,000 CAD and \$60,999 CAD in sales through LTK or Impact, Company will provide compensation of a total of XXXXX (\$XXXXX CAD) plus applicable taxes.
 - iv. For any calendar month that the Collaborator generates \$61,000 CAD or more in sales through LTK or Impact, Company will provide compensation of a total of XXXXX (\$XXXXX CAD) plus applicable taxes.

For clarity, a bonus cannot be reached multiple times in a single calendar month.

- c. ☐ Paid usage of the Content produced can be requested by Company in writing for which compensation of a total of XXXXX (\$XXXXX CAD) plus applicable taxes will be paid to the Agency/Collaborator via EFT according to payment terms set forth in Section X.

XII. EXPENSES.

Unless otherwise expressly stated, all additional expenses related to the collaboration are the

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sole responsibility of the Collaborator. Furthermore, any and all travel expenses must adhere to Groupe Dynamite Inc.'s Internal Travel Policy.

XIII. CONFIDENTIALITY.

The Collaborator and Agency agree not to disclose any of the Company's confidential information to any person, partnership or legal person, in perpetuity unless having previously received written permission from the Company authorizing them to do so. Failure to protect said confidential information will result in the termination of this Agreement for cause and

legal action against the defaulting party.

XIV. TERMINATION.

Should the Agreement be terminated without cause by the Company, Company will pay the Collaborator and Agency a prorated amount of the Agreement value based on delivered Content and compensation detailed in Sections III and XI. For avoidance of doubt, Collaborator and Agency will not be eligible for compensation if the Agreement is terminated for cause per Sections V and XIII.

XV. GENERAL.

- a. Company denies any liability or responsibility in connection with any injuries, loss or damage of any kind arising out of this collaboration.
- b. The Collaborator retains all ownership over the Content created in this campaign.
- c. All clothing provided to the Collaborator by the Company as part of this collaboration cannot be sold, returned, exchanged or given away as part of a contest and/or giveaway unless authorized to do so in writing by the Company. In the event that the clothing and/or item(s) provided by the Company are not the right size, the Collaborator must contact the Company for an exchange.
- d. [Extra Requirements]

XVI. LIMITATION OF LIABILITY.

The Company's liability will be limited to the total value of this Agreement.

XVII. INDEMNIFICATION.

Parties will each defend, indemnify, and hold the other harmless, including, but not limited to, affiliates, successors, assigns, employees, agents, and officers) against all losses, damages, deficiencies, liabilities, awards, penalties, or expenses, including attorneys' fees and related legal fees, incurred by themselves in connection with any claims, suits, actions, demands, or judgments arising out of this Agreement. For clarity, each party shall be responsible for the payment of attorney fees and/or legal costs incurred by or on its own behalf.

XVIII. SEVERABILITY.

If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIX. GOVERNING LAW.

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This Agreement shall be governed by and construed in accordance with the laws of the province of Quebec, without regard to its conflict of laws.

XX. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.

XXI. NOTICES.

The parties agree that whenever the agreement calls for a written notice or written approval to be provided by either party, unless otherwise expressly stated that email is not acceptable, such notice or approval may be provided via e-mail. A notice will be deemed received the day it is acknowledged by the other party in writing.

Notice to Groupe Dynamite Inc.	Notice to Collaborator	Notice to Agency
Groupe Dynamite Inc. Legal Department	Name _____	Name _____
Attention: Christian Roy	Mailing Address _____	Mailing Address _____
5592 Ferrier Town of Mont-Royal, Québec, Canada H4P 1M2	_____	_____
Email: legal@dynamite.ca	Email _____	Email _____

XXII. ADDITIONAL TERMS AND MODIFICATIONS. The following changes/clarifications are hereby made to the body of this Agreement:

- a. ☒ Section VI refers to the approval of only one of the two pieces of content b.
- ☐ The first two sentences of Section X are deleted and replaced with the following: "xxxxxxxxxxxxxxxxxxxxxx"
- c. ☐ In the first sentence of Section X, the words "XXXXXX" are deleted and replace with "xxxxxxxxxx"
- d. ☐ The last sentence of Section X is deleted and replaced with the following: "xxxxxxxxxxxxxxxxxxxxxx"
- e. ☐ The first two sentences of Section X are deleted and replaced with the following: "xxxxxxxxxxxxxxxxxxxxxx"
- f. ☐ In the first sentence of Section X, the words "XXXXXX" are deleted and replace with "xxxxxxxxxx"

If any term in Section XXII conflicts another Section in the Agreement, the term in Section XXII shall supersede and control over the conflicting term in the Agreement.

XXIII. EXECUTION. Parties each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party:

(Agency)

By: _____

Name:

Title:

Date:

The present is to confirm that the undersigned is not registered for the Goods and Services Tax (GST), Harmonized Sales Tax (HST), Québec Sales Tax (QST) and the total of their taxable goods and services amounts to \$30,000.00 CAD or less annually.

Consequently, no GST, HST, QST amount will be charged to the undersigned's invoices. Furthermore, no tax credit or tax refund will be declared or taken by Groupe Dynamite Inc. and/or GRG USA LLC.

The undersigned has the obligation to notify Groupe Dynamite Inc. and/or GRG USA LLC should they become a taxable entity at any point in time. The undersigned will indemnify and save Groupe Dynamite Inc. and/or GRG USA LLC harmless should any of the aforementioned information become untrue or if they do not fulfill their obligation to notify Groupe Dynamite Inc. and/or GRG USA LLC.

(Collaborator)

By: _____

Name:

Title: Collaborator

Date:

(Agency)

By: _____

Name:

Title:

Date: