

TEST DRIVE LIVE, INC.

PRODUCTION AND DISTRIBUTION AGREEMENT

TDL produces live streaming television shows and related content and markets, promotes, sells and distributes consumer products and/or services to consumers (the “Guests”) through various means and media, including the referenced streaming television shows.

Vendor desires to have TDL produce a television show promoting its products or services and to assist with distribution of Vendor’s products (the “Products”) on the TDL platform. (“TDL Platform”).

In consideration of the mutual promises in the Agreement, TDL and Vendor, intending to be legally bound, agree as follows:

1. Use of the TDL Platform

Vendor agrees to use the TDL Platform only for the specific purpose set forth herein and to strictly adhere to the terms of this Agreement and all policies, processes and procedures related to the TDL Platform as established from time to time by TDL. Vendor will use the TDL Platform of displaying allowing Vendor’s Products to be sold and displayed and for no other reason. A list of the approved Products for sale by Vendor is set forth on Exhibit “A” attached hereto and can only be amended by separate mutual signed written agreement between the Parties.

2. Fees; Payment

Information regarding any fees, payments, costs, expenses, or other charges will be set forth on Exhibit “B” hereto. TDL will collect all revenues from any and all sales of the Product on the TDL Platform. TDL will remit to Vendor the Net Payment to Vendor as described on Exhibit “B”. TDL may deduct from any such payments to Vendor any amounts owed to TDL under this Agreement, including, any damages for breach to which TDL is entitled or any charges or penalties for non-compliance with this Agreement.

3. Representations and Warranties

Vendor represents and warrants to TDL that: (i) Vendor is duly organized, validly existing, and in good standing under the Laws of the jurisdiction of your formation; (ii) Vendor has the full capacity, right, power and authority to execute and perform this Agreement; (iii) any information provided by or made available by Vendor or your Affiliates to TDL or its Affiliates in connection with this Agreement is at all times accurate and complete; and (iv) Vendor will perform all of Vendor obligations under this Agreement in a professional and commercially reasonable manner, in accordance with generally accepted industry standards.

4. Intellectual Property

4.1 Ownership

Subject to Section 4.2 and Section 4.3, TDL, its Affiliates (and its and their service providers and licensors) retain all right, title and interest (including all intellectual property rights) in and to (i) the TDL Platform, Guest Information, and all other information relating to the TDL Platform including, but not limited to, (A) information regarding or related to Products offered for sale or sold on the TDL Platform, with the exception of any intellectual property owned by Vendor, including know-how and trade secrets of Vendor and information that is created as a result of a transaction, (B) TDL Platform Ratings and Reviews, and (C) browsing, shopping or other information relating to non-Guest (i.e. those who browse any TDL Platform, but do not purchase any Product) activities and behaviors in connection with the TDL Platform, including all data received from you in connection with the foregoing subsection and any of TDL's and its Affiliates' (and its and their service providers' and licensors') Confidential Information. Subject to Section 4.2 and 4.3 and except for a limited right for you to access the Services or specifically as permitted by TDL in writing, TDL and its Affiliates (and its and their service providers and licensors, as applicable) retain all rights in the foregoing and grant no other rights or licenses (whether by implication, estoppel or otherwise) to any intellectual property under or in connection with this Agreement.

4.2 License to Use Certain Information

Vendor hereby grants to TDL and its Affiliates a royalty-free, non-exclusive, irrevocable, perpetual, worldwide right to use and reproduce, modify, display, distribute, perform, re-format, create derivative works of or otherwise commercially or non-commercially use in any manner all of Vendor's promotional and marketing content for all purposes hereunder.

4.3 TDL Platform Ratings and Reviews

The TDL Platform may use mechanisms that allow Guests to rate or review the Products and your performance as a Vendor ("**TDL Platform Ratings and Reviews**"). TDL may make such TDL Platform Ratings and Reviews publicly available or otherwise use them as TDL determines in its sole discretion. TDL will have no liability to Vendor for the content or accuracy of any TDL Platform Ratings and Reviews. Vendor will have no ownership interest in or license to use any TDL Platform Ratings and Reviews.

4.4 Suggestions and Feedback

If Vendor or Vendor's Affiliates provide or make available suggestions, comments, ideas, improvements or other feedback or materials (but specifically excluding Your Content, Your Technology and Your Trademarks) to TDL or its Affiliates in connection with the TDL Platform ("**Feedback**"), you and your Affiliates hereby grant to TDL and our Affiliates a royalty-free, non-exclusive, irrevocable, perpetual, worldwide right to use and reproduce, modify, display, distribute, perform, re-format, create derivative works of or otherwise commercially or non-commercially use in any manner the Feedback with the right to sublicense such rights through multiple tiers, including to the TDL Associated Properties.

- 5. Confidentiality. "Confidential Information" means any and all technical or business data or information provided or furnished by or on behalf of either party to the other party, its employees, contractors or agents, in whatever form or medium,**

regardless of whether marked or identified as such, including, but not limited to, all Guest Information, the terms of this Agreement, and the operations and technology used in connection with the TDL Platform.

The Parties agree to (i) treat as confidential and preserve the confidentiality of all Confidential Information and not disclose it to any third party without the prior written consent of TDL, (ii) use the Confidential Information solely for the purposes of performing your obligations under this Agreement, (iii) use the Guest Information solely for purposes permitted in this Agreement (e.g. for fulfilling orders in accordance with the TDL Platform Selling Service Terms) and for no other purposes, including marketing or promoting the Products or soliciting Guests, (iv) not copy such Confidential Information unless authorized by TDL, and (v) restrict the disclosure of Confidential Information to your employees, contractors or agents who have a need to know such information to perform under this Agreement. The Parties are liable for any unauthorized disclosure or use of Confidential Information by any of their employees, contractors, or agents and will promptly notify the other Party upon the discovery of the loss, unauthorized disclosure, or unauthorized use of Confidential Information.

The obligations with respect to Confidential Information will not apply to any information that (i) is already in either Party's possession, as shown by documentation and without obligation of confidentiality, (ii) without action or fault, is or becomes publicly available, or (iii) has been obtained from a third person without breach by such third person of an obligation of confidence.

6. Privacy and Information Security

You will fully comply with the privacy and information security requirements in accordance with all applicable laws and regulation and in accordance with all policies established from time to time by TDL for the TDL Platform.

7. Order Process & Fulfillment

Guests will place orders using TDL's Platform for Products and TDL will collect all revenues from such transactions and remit to Vendor the Net Payment, as defined above, due under this Agreement within 15 days of the end of each calendar month for all collected funds received during the previous month, less any refunds, credits or monies due to TDL hereunder. Vendor agrees that the order process will be governed by terms, policies and conditions as set by TDL for the TDL Platform from time to time.

7.1. Order Fulfillment

Once TDL has transmitted an order to Vendor, Vendor will be solely responsible for, and assume all liability for, the fulfillment of the order, which may include, but is not limited to, the scheduling, packaging, and shipping of Products, customer service, and any other expenses related to such order fulfillment. Vendor shall establish written policies for order fulfillment and such written policies shall be provided to TDL and kept current with any updates at all times by Vendor.

8. Order Shipping

Vendor will be responsible for the shipping of Products, including specifying shipping

options available to Guests, and shipping all Products purchased by Guests within the time frame advertised or specified for such Products and in accordance with the shipping option and time chosen by the Guest, and any applicable TDL Platform Policy(ies). If Vendor cannot meet the shipping commitment for any Product, Vendor will promptly notify TDL and provide all information requested by TDL. If there are any shipping issues, including, but not limited to, damaged or lost Products, late shipments, duplicate, or inaccurate shipments, you will be responsible for any costs or charges. In addition, Vendor will not include any marketing materials that contain links or otherwise reference your website, mobile applications, or any other online point(s) of presence as a third party website, mobile applications, or any other online point(s) of presence, provided that you can provide a link to your website, mobile applications, or any other online point(s) of presence solely for the purpose of a Guest receiving information regarding an order and how to access Product support services for such order.

8.1 Reports

TDL will provide Vendor with reports on the status of orders in accordance with a schedule provided by TDL to Vendor. Vendor will review each report upon receipt and provide TDL with written notice of any discrepancies between the report and Vendor's fulfillment of any orders within a commercially reasonable time period after the date of the report, but no more than fifteen (15) calendar days after the date of the report. TDL may, at its option, cancel an order if Vendor does not provide TDL with either: (i) a notice of any order discrepancies, or (ii) a shipment confirmation notice from Vendor within the agreed upon shipment window. If TDL cancels an order, Vendor will be solely liable and responsible for all costs, including Product and shipping costs associated with such cancelled order, and TDL may, in its sole discretion, withhold any Referral Fees that may be owed to Vendor.

9. Risk of Fraud or Loss

TDL will not incur the risk of credit card fraud occurring in connection with an order provided that such order is shipped in accordance with: (i) the Transaction Information, and (ii) any applicable TDL Platform policies. Vendor will be liable for all other risk of fraud or loss cause by any action of Vendor's and all costs related thereto and TDL may offset such amounts against amounts otherwise owed Vendor or send Vendor an invoice for such amounts which must be paid within thirty (30) days unless otherwise agreed between the Parties. In addition, Vendor agrees to the chargeback as set forth in the applicable TDL Platform policies.

10. Cancellations, Returns and Refunds

Vendor will provide, for use in the sale of your Products, a written policy that fully describes your policy and process for cancellations, returns and refunds. Vendor will provide all support resources and personnel necessary for the proper execution of that policy for all Products sold on the TDL Platform.

11. Recalls & Defective Products

Vendor is solely responsible for any non-conformity or defect in, or any public or private

recall of the Products. TDL will have no responsibility or liability for any Products sold on the TDL Platform. Vendor will promptly remove any defective or recalled Products from the TDL Platform, notify TDL of all defective Products and Product recalls within twenty-four (24) hours of becoming aware of the defect or recall, and promptly provide TDL with all information reasonably requested regarding the recall or the defective or recalled Product which TDL may make available to its Guests. In the event that (i) TDL has reasonable cause at any time to believe that any Products contain defects or hazards that would create a substantial risk of injury to any person or property or that the sale of Products violates or will violate any legal requirement relating to the manufacture, sale, labeling, safety or transportation of Products, or (ii) Vendor or a governmental entity initiates removal of Products from the stream of commerce, Vendor will be responsible for all costs associated with such event(s), provided that this will not limit any of TDL's other remedies. Further, Vendor agrees to fully comply any reporting requirements set forth in any applicable TDL Platform policies and any applicable Laws, including, but not limited to, the Consumer Product Safety Act.

12. Additional Vendor Representations and Warranties

In addition to any representations and warranties Vendor makes under this Agreement, including those contained in the Main Terms, or other applicable Service Term(s) or TDL Platform policies, Vendor hereby represent and warrant that:

12.1 All data uploaded or transmitted by Vendor, whether directly or indirectly through any Affiliates or other third part(ies), including any third party integrator(s) on your behalf, to TDL or any of TDL's Affiliates, including, but not limited to, the Product Content, is free from any virus, worm, defect, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of the TDL Platform, and Vendor will not use the TDL Platform to violate the security of, or gain unauthorized access to, any computer or computer network, device, system or Guest Information, or use the TDL Platform or Your Content, intentionally or unintentionally, to violate any applicable Law.

12.2 No Product Content will infringe upon or violate any patent, design, trade name, trademark, copyright, trade dress, right of privacy or other similar proprietary or property right of any third party, including but not limited to, photographers and models; (ii) any and all fees owed to any third party in connection with such Product Content have been paid to the appropriate third party; and (iii) Vendor has obtained any required releases, licenses or permissions for any people, items, goods or materials featured in such Product Content.

12.3 Neither the Products (including any packaging and labelling of such Products) nor any materials or information provided by Vendor in connection with an order will infringe upon or violate any patent, design, trade name, trademark, copyright, trade dress, right of privacy or other similar proprietary or property right of any third party and all Products (including any packaging and labelling of such Product) and any materials or information provided by Vendor in connection with an order will fully comply with all applicable Laws.

12.4 The Products that Vendor offers on the TDL Platform are not subject to any health, safety or product quality recall.

12.5 Vendor will fully comply with all applicable Laws, accepted industry standards and self-regulatory principles, including, but not limited to, any applicable privacy Laws and Laws related to advertising, marketing, promoting, selling, packaging, consumer protection, product safety, product testing, labeling, pricing, packaging and the provision of Products, in connection with Vendor performance and obligations under these TDL Platform Selling Service Terms (including any applicable TDL Platform policies), including, but not limited to, any reporting obligations in connection therewith. TDL will fully comply with all laws, rules and regulations applicable to its business and operations.

12.6 With respect to any Resale Products, (i) if Resale Products are of a type that would normally be accompanied by an express written manufacturer's warranty valid in the place of sale to the consumer or United States when distributed through the manufacturer's regular channels, the Resale Products sold by Vendor on the TDL Platform will contain such express written manufacturer's warranty; and (ii) Vendor will retain and, upon our request, provide to us original, complete, unaltered and unredacted invoices from the manufacturer or entity authorized to possess the Resale Products demonstrating your lawful possession of the Resale Products.

12.7 Vendor will maintain a continuing guaranty with the Federal Trade Commission or the Consumer Products Safety Commission, as applicable, in such form as may be required from time to time by applicable Laws.

12.8 Vendor principal place of business is in the United States and you will not conduct any operations relating to this Agreement from outside the United States, except for the operation of customer service call centers.

12.9 In using the TDL Platform Selling Service, Vendor will fully comply with all applicable import, re-import, export, and re-export control Laws, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

13. Reporting

Vendor will provide TDL with any reports, information or other documentation relating to your participation in the TDL Platform, your compliance with this Agreement and applicable within thirty (30) days from TDL's request. Notwithstanding the foregoing, in the event TDL requests that you provide TDL with copies of reports that you were required to file with any regulatory agency you will provide such reports within fifteen (15) business days of TDL's request. In addition, in connection with the TDL Platform, including any Products sold on the TDL Platform, you acknowledge and agree that TDL may file any reports or otherwise provide any information to any regulatory agency or other governmental or quasi-governmental entity as required by law.

14. Customer Service

Vendor will ensure that Vendor provides customer service to Guests at the same level of support and responsiveness or better that Vendor provides in connection with your website, mobile applications, and any other online point(s) of presence. If Vendor monitors or record customer service calls, Vendor will provide notice of such monitoring or recording to all Guests in accordance with applicable Laws prior to providing any

customer service. TDL reserves the right to provide an adjustment to a Guest that TDL reasonably determines has not been dealt with correctly by Vendor customer service and offset such amounts against amounts otherwise owed Vendor or by billing Vendor for such amounts.

15. General Release and Indemnification; Limitation of Liability

15.1 General Release

BECAUSE NEITHER TDL NOR ITS AFFILIATES ARE INVOLVED IN TRANSACTIONS BETWEEN GUESTS AND VENDORS, IF A DISPUTE ARISES BETWEEN VENDOR AND A GUEST, VENDOR HEREBY IRREVOCABLY RELEASE, ACQUIT AND FOREVER DISCHARGE TDL AND ITS AFFILIATES FROM ALL CLAIMS, COUNTERCLAIMS, ACTIONS, CAUSES OF ACTION (THAT ARE ASSERTED OR COULD BE ASSERTED), DAMAGES (ACTUAL AND CONSEQUENTIAL), DEMANDS, LIABILITIES, ATTORNEYS' FEES, COSTS, EXPENSES, AND LOSSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

15.2 Mutual Indemnity

Each Party will indemnify, defend and hold harmless the other Party and its Affiliates (and their respective employees, officers, directors, contractors, agents and representatives) from and against any and all claims, suits, proceedings, allegations, audits, investigations or inquiries, losses, liabilities, damages, costs, judgments, penalties, interest and expenses (including reasonable attorneys' fees and costs of any investigation, defense or settlement) (each, a "Claim") arising out of or relating to: (i) the subject matter of this Agreement; (ii) any actual or alleged breach of this Agreement, as well as any negligent, reckless, intentional or wrongful act of either Party which causes loss or damage of any kind or nature to the other Party. The indemnitor in any such situation shall pay for all costs of defense, including attorney's fees, of the indemnee resulting from any such Claim.

16. Term and Termination; Survival

This Agreement will commence on the date this Agreement is fully executed and will continue for an indefinite period of time until and unless terminated by either Party on 30 days written notice. In the event of termination all monies due to either Party at the time of termination will be promptly paid within 15 days of termination. In the event of termination, for any reason, all provisions hereof set forth in Sections 4,5,12 and 15 will survive termination and remain in full force and effect.

17. Insurance

Vendor will fully comply with the insurance requirements and obligations established from time to time by TDL for Vendors on the TDL Platform. Vendor must maintain a minimum of \$2 million of insurance to cover product liability, product or manufacturing defects and general liability. Test Drive Live, Inc. must be named as an additional insured and loss payee on all insurance policies you cover related to the sale of Products on the

TDL Platform.

18. Taxes

Vendor will fully comply with all tax requirements and obligations relative to sale of your Products on the TDL Platform. Vendor further acknowledges and agrees that the Service(s) may create certain tax obligations and liabilities for you and that you are encouraged to consult with your own independent tax, legal and accounting advisors before entering into this Agreement. TDL will collect all required sales tax and submit sales tax returns in all jurisdictions where the Products are sold.

19. Force Majeure

Neither Party will be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to war, riots, embargoes, strikes or other concerted acts of workers, casualties, accidents, worldwide pandemics, or other causes to the extent such failure and the consequences of such failure are reasonably beyond our control.

20. General

20.1 Relationship of Parties

Vendor manufactures, sells, and/or distributes certain Products, Vendor desires to provide such Products for marketing, promotion, sale and distribution by TDL through certain streaming television platforms utilized or to be developed by TDL and through other means and media.

TDL and Vendor desire to set forth the terms and conditions which govern the supply by Vendor of Products on a drop ship basis.

Except to the extent specifically stated in any applicable Service Term(s) or TDL Platform policies, Vendor and TDL are acting under this Agreement as independent contractors and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. Vendor is solely responsible and liable for the conduct of your employees, contractors, and agents at all times. Vendor has no right or authority to enter into any obligation for or to otherwise bind TDL to any extent by virtue of this Agreement. This Agreement will not create an exclusive relationship between Vendor and TDL in any way.

20.2 Subcontractors

Vendor may use subcontractors to perform your obligations under this Agreement provided that (i) your subcontractors will be required to adhere to the terms of this Agreement and (ii) you will be fully responsible for the acts and omissions of your subcontractors. TDL may require you to cease use of any subcontractor for any reason and may immediately suspend your account or terminate this Agreement or any Service(s) in the event you refuse to fully comply with any such request from TDL.

20.3 Interpretation

Capitalized terms have the meanings given to them in this Agreement. Capitalized terms and section headings contained in this Agreement are for reference purposes only and will not affect in any manner the meaning or interpretation of this Agreement. Whenever the context is required, references to the singular will include the plural and the plural the singular. No provision of this Agreement will be interpreted for or against any Party because such Party or its legal counsel drafted such provision. For purposes of interpreting this Agreement.

20.4 Notice

Unless otherwise noted in this Agreement, TDL will provide notices to Vendor at the address, e-mail address, or fax number provided by Vendor to TDL at the time that Vendor registers for the Services (or as Vendor updates such information by notice to TDL in accordance with the process provided by TDL).

Vendor must send all notices to TDL to:

TDL Corporation
6901 TPC Drive, Suite 200
Orlando, FL 32882

With a copy to:

clara@nextelligence.com

20.5 Governing Law; Venue

This Agreement shall be governed in all respects by Florida law. Vendor agrees that the exclusive forum and venue for any legal action arising out of or related to this Agreement will be in Orange County, Florida and you submit to the personal jurisdiction of that court. **THE PARTIES HEREBY UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY ON ANY AND ALL ISSUES ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES. ANY DISPUTE OF ANY KIND OR NATURE BETWEEN THE PARTIES SHALL BE TRIED WITHOUT JURY (BENCH TRIAL BY JUDGE) IN A COURT OF COMPETENT JURISDICTION LYING IN ORANGE COUNTY, FLORIDA.**

20.6 Assignment

This Agreement may not be assigned by either Party without prior written consent of the other Party, which shall not be unreasonably withheld. The above notwithstanding, either Party may assign this Agreement to any legal successor by sale, merger or reorganization. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the Parties and their respective successors and assigns.

20.7 Severability

If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Agreement and

will not affect the validity and enforceability of any remaining provisions.

20.8 No Waiver, Course of Dealing

The waiver by either Party of a breach of or a default under any provision of this Agreement will not be effective unless in writing, and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor will any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have under this Agreement operate as a waiver of any such right or remedy. TDL's right to require strict observance of the terms of this Agreement will not be waived by course of dealing.