



Popular Pays Inc.

435.767.7297
billing@popularpays.com
<http://www.popularpays.com>

Kristin Maverick
Kristin Maverick (Aug 4, 2020 17:51 EDT)

APPROVED

INVOICE

BILL TO
360i LLC

INVOICE # 2862
DATE 08/03/2020
DUE DATE 09/02/2020
TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Costs associated with Healthy Choice Power Dressing (Kroger) Campaign	1	7,420.00	7,420.00

<https://docs.google.com/spreadsheets/d/14nPEG2KtsWRu5pMTgR8HmuzqN6CLmuljuIV3-lgsye8/edit?usp=sharing>

BALANCE DUE

\$7,420.00

**Please note our new remittance address:

PAYMENTS VIA CHECK:

Popular Pays, Inc.
Accounting Department
505 Park Avenue, 6th Floor
New York, NY 10022

ELECTRONIC PAYMENTS:

Bank Name: Evolve Bank and Trust
Acct. # : 9800456211
Routing Number ACH: 084106768
Routing # Wire: 084106768



32 Avenue of the Americas
New York NY 10013
Tel : 212-703-7200

PURCHASE ORDER

PO NUMBER : PO055924
P.O. DATE : 08/04/2020
REVISION DATE - NO
DUE DATE : 08/04/2020
PAGE : 1 of 3
TOTAL PRICE : \$7,420.00

VENDOR: V03716/US44

Popular Pays, Inc.
130 S Jefferson St 4Th Floor
Chicago, IL 60661

Ship To:

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO

LINE	DESCRIPTION	JOB NUMBER / DESCRIPTION	QUANTITY	RATE	COST
1	DWOM/ Influencer Mktg Cost	KROG001-19-009 Kroger Influencer Retainer-KPM	1.00	7,420.00	7,420.00
TOTAL					\$7,420.00

A COPY OF THIS P.O. MUST BE RETURNED WITH YOUR INVOICE

INVOICE NOT TO EXCEED PO AMOUNT

This purchase order is subject to all terms and conditions stated on attached form and outlined above. Acceptance is limited to the Terms stated herein, and any additional or different term proposed by Vendor is objected to and hereby rejected.

By: _____
Authorized Signature

By: _____
Print Name, Title & Date

Approved by: Rachel Brueno

Ordered by: Jessica Schuster

PURCHASE ORDER TERMS & CONDITIONS

1. As used herein, "Vendor" shall mean the vendor specified on the face hereof. "Agency" shall mean 360i LLC and "Client" shall mean the client specified on the face hereof. This purchase order is submitted to Vendor by Agency, and the services and products ordered (the "Material") will be purchased from the Vendor by Agency, as agent acting for and on behalf of Client. 2. After delivery by Vendor to Agency of the Materials ordered hereby, receipt by Agency from Vendor of all required documents, issuance by Vendor to Agency of the proper invoice, and receipt by Agency from Client of the corresponding payment, Agency shall pay such invoice. Vendor shall not look to Client for payment of such invoice. 3. To the extent that the Material ordered is copyrightable, Agency and Vendor agree that the Material, including all other elements furnished by Vendor, is and shall be a work made for hire and shall be the property of Agency as agent for Client. To the extent the Material is not copyrightable, or cannot constitute a work made for hire, Vendor hereby assigns to Agency as agent for Client all Vendor's right, title and interest in and to the Material. Vendor shall execute and deliver to Agency such documents as Agency reasonably requests in order to further confirm Agency's or Client's ownership of the Material. Without limiting the generality of the foregoing, Agency and Client shall have the exclusive and unlimited right to use the Material without any restriction whatsoever, to alter or rearrange the Material, to secure copyright in the Material anywhere in the world and to sell, license and otherwise exploit the Material. Vendor will not mortgage, pledge, assign or otherwise encumber any portion of the Material. 4. The Material produced hereunder shall be subject to Agency's approval and acceptance. Vendor agrees that the Material shall be of first class quality and in accordance with the specifications set forth or referenced on the face hereof. The quality of the completed Material is of the essence of this agreement. Vendor will bear any costs resulting from its failure to satisfactorily perform its obligations hereunder. If the Material does not comply with the specifications set forth or referenced on the face hereof or is not satisfactory to Agency or if delivery of the Material to Agency is not timely, and time shall be of the essence, Agency may reject the Material. If Agency does so reject, Agency shall not be obligated to make any payment to Vendor by reason of this purchase order or work done pursuant thereto. 5. Vendor represents and warrants that no third party has any rights in or to the Material or any part thereof, that Vendor has the full right, power and authority to provide the Material to Agency in accordance with the terms and conditions of this order and that the Material is free from defect in design and workmanship and complies with the specifications contained or referenced on the face hereof, Vendor further represents and warrants that all persons, and all representatives of deceased persons having rights of publicity, who are depicted or referred to in the Material and that the owners of any props or of any other third party materials (including without limitation any logos, videos, photographs and music) used in the Material have executed releases authorizing unlimited use of the Material by Agency and Client. Originals of such releases in form acceptable to Agency shall be delivered to Agency by Vendor at the same time the Material is delivered to Agency. 6. If the cost of the Material to Agency is stated on the face hereof to be an estimate, the actual cost shall not, without Agency's prior written approval, exceed the estimated cost by more than 10%. If this purchase order requires printing, Agency shall not be required to accept or pay for copies in excess of those ordered by Agency without Agency's prior written approval. 7. Vendor shall defend, indemnify and hold harmless Agency and the Client against any and all claims, demands, liabilities, costs, damages and expenses, including, without limitation, reasonable attorney's fees, arising out of or by reason of the use of the Material or the falsity or breach of any representation or warranty contained herein. 8. Agency shall have the right by written notice to Vendor to cancel this order at any time before Agency accepts the Material from Vendor. If Agency so cancels, Agency shall pay to Vendor the direct costs theretofore expended or committed (on a non-cancelable basis) by Vendor for the fulfillment of this order., provided that all such costs have been prior approved in writing. The amount to be so paid shall, in case of such cancellation, not exceed the cost specified on the face hereof. If Agency cancels this agreement due to Vendor's breach of any of its duties or obligations hereunder, or due to Vendor's fault, then Agency shall have the option (i) to pay Vendor all of its out-of-pocket costs and expenses theretofore incurred by Vendor in the normal routine of producing said Material in which event Vendor shall deliver to Agency forthwith and Client shall become the sole owner of all Material (including all preliminary materials) produced by Vendor prior to the termination, and (ii) Agency shall be under no obligation to make any further payments to Vendor with regard to said Material or (iii) Agency may elect to make no payment to Vendor in which event Vendor may retain all films and materials produced by it, but may not use or permit the use: A) of any portions of such materials which show or refer in any manner to Client, its product or service; B) copyrighted music or other literary property owned or licensed by Client or by any third parties; C) talent engaged for the production of Client's commercial(s) or other advertising materials; or D) any property which, if displayed or exhibited in any manner could violate the rights of any third parties. 9. Vendor shall, upon request by Agency, permit Agency or its designees to examine, copy and make extracts from Vendor's books and records relating to Vendor's costs expended or committed in performance of work under this order. Agency shall give Vendor at least three days written notice of such examination and shall conduct same only during Vendor's regular business hours. Vendor shall keep available complete records of all transactions relating to this order for a period of twelve months after the Material is delivered and accepted by Agency. 10. All things created or produced by Vendor or by others for Vendor in the course of, or as a step in, the production of the Material or any part thereof such as, for example, and not by way of limitation, inter-negatives, screens, camera-ready photo offset film and color separations and all things provided to Vendor by Agency or Client to facilitate Vendor's performance of its work shall at all times be the property of Agency as agent for Client, but shall be retained in safekeeping by Vendor until returned to Agency or destroyed in accordance with this paragraph. At any time after expiration of 36 months from the date the Material is delivered to and accepted by Agency, Vendor may give written notice to Agency of Vendor's intent to destroy such things. If Agency, during the ten days after Agency receives such notice, does not request that the things be delivered to Agency, Vendor may, after expiration of the ten days, destroy them. If Agency, at any time after the Material is delivered to and accepted by Agency and prior to the actual destruction of such things, requests that they be returned to Agency, Vendor shall promptly comply with such request. 11. Vendor shall not in any way use or disclose the Material or any portion thereof to any third party without Agency's prior written consent. Vendor shall treat the Material and all information provided to Vendor by Agency or Client concerning Agency or Client as confidential, trade secret information. 12. This order, including these terms and conditions, constitute the only agreement between Agency and Vendor with respect to the subject matter hereof and supersedes all prior discussions, understandings and agreements between the parties with respect to such subject matter. No change in the provisions of this order including, without limitation, changes in the scope of work to be done or the price therefore, shall be valid unless approved in writing by Agency. The price set forth on the face hereof includes all costs of preparing the Material for delivery. In case of conflict between provisions appearing on the face of this order and any one or more provisions of these terms and conditions, the provision on the face of the order shall control. Agency objects to inclusion of any different or additional terms or conditions proposed by Vendor in its acceptance or acknowledgement of this offer, and even if they are included in Vendor's acceptance or acknowledgement, a contract for sale shall result solely upon the terms and conditions as stated herein. No terms of any Vendor acceptance or acknowledgement which are different from or additional to the provisions of this purchase order shall be of any force or effect unless agreed to in writing by Agency. 13. Neither this order nor the right to receive payment hereunder may be assigned by Vendor without the prior written approval of Agency, and any attempted or purported assignment without such consent shall be void. This order and the performance hereof shall be interpreted in accordance with and governed by the laws of the State of New York. Important--Above Job Number and Imprinted

Purchase Order number must appear on your Invoice. Furnish invoice in Triplicate as soon as work is completed and no later than 30 days after acceptance of such service. If Vendor is an Independent contractor, please furnish your Social Security number on your invoice to us and state your Legal Name and present Home Address if different from the Name and Address shown above. We will not be able to make payment to you without this information.