

NON-EXCLUSIVE REPRESENTATION AGREEMENT

This No-Exclusive Representation Agreement (the "Agreement"), is made effective on 03-09-22,

BETWEEN: Angelus Shoe Polish Company, Inc. (the "Company"), a corporation organized and existing under the Laws of the State of California, United States of America, with its head office located at:

12060 Florence Ave, Santa Fe Springs, California 90670, United States.

AND: Sneaker Art S de R.L de C.V. (the "Promoter"), a corporation organized and existing under the Laws of the Country of Mexico, with its head office located at:

Vermont 34 int 1 Col Napoles, Delg Benito Juarez Cp 02810.

WHEREAS the Company wishes the Promoter to organize physical and web-based events on behalf of the Company, it is agreed as follows:

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"**Agreement**" means this agreement, the Exhibits attached hereto, and any documents included by reference, as each may be amended from time to time in accordance with the terms of this Agreement.

"**Copyright**" means the Company's original works of authorship, including, but not limited to, logos, mascots, manuals, catalogs, documentations, photos, videos, and website designs.

"**Exhibit**" means an exhibit attached to this Agreement.

"**Governmental Authority**" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of the government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority, or quasi-governmental authority (to the extent that the rules, regulations, or orders of this organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

"**Intellectual Property Rights**" means all industrial and other intellectual property right comprising or relating to: (a) Patents; (b) Trademarks; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website, and Uniform Resource Locators (URLs); (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including Copyrights and copyrightable works, software, and firmware, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) Trade Secrets; and (f) all industrial and other intellectual property rights,

and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, or other requirement or rule of law of any Governmental Authority.

"**Patents**" means all patents (including all reissues, divisional, Provisionals, continuations, and continuations-in-part, re-examinations, renewals, substitutions, and extensions thereof), patent applications, and other patent rights and any other Governmental Authority issued indicia of invention ownership (including inventor's certificates, petty patents, and patent utility models).

"**Products**" means the Company's goods, merchandise, and services.

"**Promoter's Name**" means the Promoter's name or logo as used in advertisements.

"**Territory**" means the following geographic area or areas: The United Mexican States (Estados Unidos Mexicanos), commonly referred to as Mexico.

"**Trademark**" means any trademark, logo, service mark, or other commercial designation, whether registered, used to represent or describe the Products of Company.

"**Trade Secrets**" means all inventions, discoveries, trade secrets, business, and technical information and know-how, databases, data collections, patent disclosures, and other confidential and proprietary information and all rights therein.

2. APPOINTMENT OF THE PROMOTER

The Company hereby appoints the Promoter as Company's non-exclusive event organizer in the Territory, and the Promoter accepts that position as the Company's non-exclusive event organizer in the Territory subject to the terms and conditions of this Agreement.

3. RELATIONSHIP OF PARTIES

- A. The Promoter is an independent contractor and is not the legal representative or agent of the Company for any purpose and shall have no right or authority (except as expressly provided in this Agreement) to incur, assume, or create in writing or otherwise, any warranty over any of the Company's employees, all of whom are entirely under the control of the Company, who shall be responsible for their acts and omissions.
- B. The Promoter shall, at its own expense, during the term of this Agreement and any extension thereof, maintain full insurance under any workmen's compensation laws effective in the Territory covering all persons employed by

and working for the Promoter in connection with the performance of this Agreement, and upon request shall furnish the Company with satisfactory evidence of the maintenance of such insurance.

- C. The Promoter accepts exclusive liability for all contributions and payroll taxes required under the Laws of the Territory as to all persons employed by and working for it.
- D. Nothing contained in this Agreement shall be deemed to create any partnership or joint venture relationship between the parties.

4. CONFIDENTIAL INFORMATION

The Company shall inform the Promoter of any confidential information that the Company shares with the Promoter. Such confidential information shall, at all times and for all purposes be held by the Promoter in a confidential capacity and shall not, without prior written consent of the Company, (i) be disclosed by Promoter to any person, firm or corporation, or (ii) be disclosed to any person, firm or corporation, or copied or used by Promoter, its employees or agents at any time following the expiration or termination of the agency created by this Agreement or any extension thereof. The Promoter agrees that all confidential information shall be deemed to be and shall be treated as a sole and exclusive property of the Company.

5. EVENTS ORGANIZED BY THE PROMOTER ON BEHALF OF THE COMPANY

The Company authorizes the Promoter to organize physical and web-based events on behalf of the Company. Examples of the authorized events include brand activations; classes; presenting, displaying, exhibiting, and showcasing of Company's Products; performing customized artwork; and pop-up meetings with actual or potential customers of the Company.

6. AUTHORIZATION FOR ORGANIZING EACH EVENT

For each event that the Promoter uses the Company's name, Products, or Trademarks, the Promoter shall get the written authorization of the Company at least two weeks prior to the beginning of the event.

For events that take place at physical locations, the Promoter shall provide the starting time and date, the ending time and date, the location, the persons or businesses that will be present at the event, and a description of the activities performed by the Promoter in the event. No later than two business days after the end of an event at a physical location, the Promoter shall provide the Company with videos, pictures, or news releases to indicate the activities performed by the Promoter on behalf of the Company during the event. The Promoter shall not proceed with an event at a physical location unless the written authorization of the Company for that event is received by the Promoter. A sample of an authorization request for conducting an event at a physical location is provided in Exhibit A.

For web-based events, the Promoter shall provide the starting time and date, the social media or website used for the event, the intended audience, links to the web-based event, and a description



of the activities performed by the Promoter in the web-based event. The Promoter shall not proceed with a web-based event unless the written authorization of the Company for that event is received by the Promoter. The Company may send a written request to the Promoter to end a web-based event at any time, and the Promoter shall end the web-based event and inactivate any links to the web-based event no later than one (1) business day after receiving the written request from the Company to end the web-based event. A sample of an authorization request for conducting a web-based event is provided in Exhibit B.

7. NO AUTHORIZATION TO SELL OR MAKE COMPANY'S PRODUCTS

This Agreement does not authorize the Promoter to sell the Company's products during the events. Any agreement for sale of the Company's products by the Promoter shall be made in writing in separate agreements. Under no circumstances, the Promoter is authorized to make any product using the name or the trademarks of the Company.

8. THE MANNER OF USING THE COMPANY'S NAME AND TRADEMARKS

Exhibit C provides several examples of the way the Promoter may use the Company's name and Trademarks during the events. The Promoter shall get the written authorization of the Company for any other the way the Promoter intends to use the Company's name and trademarks in the Promoter's bio, advertisements, presentations, documentations, websites, etc. The Company may revoke the authorization to use the Company's name or Trademarks by the Promoter at any time.

9. MARKETING MATERIAL AND ADVERTISEMENTS

Before using, authorizing, approving, or referring to any new advertisements and marketing material that use the Company's name, Products, or Trademarks, the Promoter shall get the written authorization of the Company to use such advertisements and marketing material.

Unless otherwise authorized by the Company, the text of the advertisements and marketing material shall be in "Poppins" font.

10. TERMINATION OF THE AGREEMENT

This Agreement may be terminated by the Company or by the Promoter at any time. The termination shall be effective upon the receipt of the termination notice by either party.

Upon the termination of this Agreement, the Promoter shall cease using the Company's name, Products, and Trademarks, in the Promoter's bio, advertisements, presentations, documentations, websites, etc.

11. INTELLECTUAL PROPERTY AND GOODWILL OF THE COMPANY

The Promoter acknowledges that the Company has the exclusive right to the Company's name, goodwill, Intellectual Property Rights, and confidential information. Nothing contained in this Agreement shall be deemed to create rights to the Promoter for the continued use of the Company's name, goodwill, Trademarks, Copyrights, and confidential information after the

termination of this Agreement. The Promoter shall cease using the Company's name, goodwill, Intellectual Property Rights, and confidential information effective immediately after the termination of this Agreement.

12. PAYMENT

The Company and the Promoter agree that this Agreement is mutually beneficial to the Company and the Promoter. The Company shall pay a total of one (1) U.S. dollars to the Promoter for performing the terms of this Agreement.

13. INDEMNIFICATION

Subject to the terms and conditions of this Agreement, the Promoter shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Company Indemnitees") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by a Company Indemnitee in a final judgment, arising out or resulting from any claim of a third party alleging:

- (a) breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by the Promoter or Promoter's employees and agents;
- (b) any negligent or more culpable act or omission of Promoter or its employees and agents (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;
- (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the acts or omissions of Promoter or its employees and agents; or
- (d) any failure by Promoter or its employees and agents to comply with any applicable Laws.

14. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties regarding the representation of the Company by the Promoter during the events and there are no commitments, agreements, or understandings between the parties regarding the representation of the Company by the Promoter other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on 03-09-22

COMPANY



Authorized signature

Tyler Aylos CEO

Print Name and Title

PROMOTER



Authorized signature

CEO. Candido Leonardo Nava Herrera

Print Name and Title

EXHIBIT A

AUTHORIZATION REQUEST BY PROMOTER FOR CONDUCTING AN
EVENT AT A PHYSICAL LOCATION

Starting Time and Date of the Event: _____

Ending Time and Date of the Event: _____

Location of the Event: _____

Persons or Businesses Present at the Event: _____

Description of the Activates to be Performed at the Event: _____

COMPANY'S AUTHORIZATION

By: _____

(Signature)

Name: _____

Title: _____

Date: _____



EXHIBIT B

AUTHORIZATION REQUEST BY PROMOTER FOR CONDUCTING A WEB-BASED EVENT

Starting Time and Date of the Event: _____

Social Media or the Website Used for the Event: _____

Links to the Social Media or the Website Used for the Event: _____

Intended Audience for the Event: _____

Description of the Activities to be Performed at the Event: _____

COMPANY'S AUTHORIZATION

By: _____

(Signature)

Name: _____

Title: _____

Date: _____


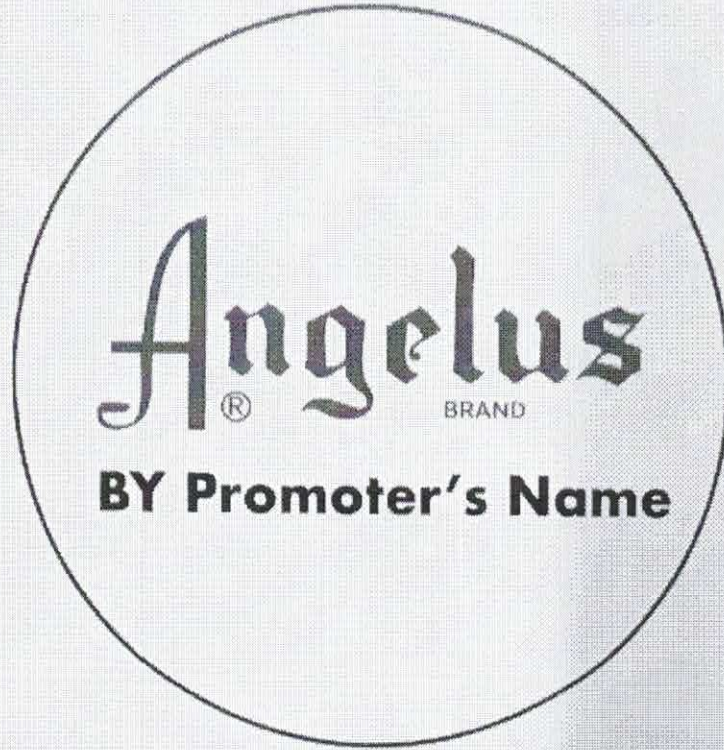


EXHIBIT C



AngelusBrandMx

Angelus Mexico by Sneaker Art
Distribuidor autorizado de Angelus Brand

A handwritten signature in black ink, located in the lower right quadrant of the page. The signature is stylized and appears to be a name, possibly 'Sneaker Art' or similar.