



BRAND AMBASSADOR AGREEMENT

THIS BRAND AMBASSADOR AGREEMENT (“Agreement”) is made and entered into as of _____, 2017 (the “Effective Date”), by and between Loop Devices, Inc. (“Gemio”) and _____ with an address at _____ (“Brand Ambassador”).

- 1. Services.** Subject to the terms and conditions of this Agreement, Gemio hereby appoints Brand Ambassador as a non-exclusive brand ambassador to perform certain services in connection with Gemio, including demonstration of consistent support and promotion of Gemio’s products (the “Products”) on various social media platforms: Twitter, Facebook, Instagram, and Snapchat (“Social Media Platforms”). The list of Social Media Platforms may be updated from time to time by Gemio in its sole discretion, and Gemio will provide Brand Ambassador with written notice of any such change. Brand Ambassador will post a minimum of two (2) content items on the Social Media Platforms each calendar month during the term of this Agreement. The content items will contain a photograph of a Product and will contain the hashtag #LightupLife.
- 2. Compensation.** In consideration of the full performance of Brand Ambassador’s services as described herein, Gemio shall compensate Brand Ambassador as set forth in the attached Exhibit A. Brand Ambassador understands and acknowledges that this is the sole compensation for the services described in this Agreement and that no additional compensation will be granted. The compensation described in Exhibit A may be modified by Gemio from time to time in its sole discretion, provided that any such modification will be on a go-forward basis from the effective date of any such change. Gemio will provide Brand Ambassador with 30 days notice of any such change.
- 3. Relationship of the Parties.** Brand Ambassador is an independent contractor. The relationship between Gemio and Brand Ambassador shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture or agency of any kind. Brand Ambassador will not be considered an employee for purposes of any Gemio employment policy or any employment benefit plan, and Brand Ambassador will not be entitled to any benefits under any such policy or benefit plan. Brand Ambassador is responsible for the payment of its own taxes and insurance. Nothing contained herein shall in any way restrict or otherwise be deemed to prohibit Gemio from directly or indirectly, on its own or through third parties, from marketing, promoting, distributing or licensing any Products or other electronic devices or software to any other party, or from entering into a similar arrangement with any other party.
- 4. Trademarks, Ownership.** Brand Ambassador acknowledges that the Products and any derivatives thereto are covered by patent, copyright, and other intellectual property rights owned or licensed by Gemio. Brand Ambassador may use Gemio’s trade names, trademarks and service marks as provided to Brand Ambassador from time to time (the “Marks”) in the Territory on a non-exclusive basis only during the term of this Agreement and solely for display or advertising purposes in accordance with this Agreement. Marks shall inure to the exclusive benefit of Gemio. Brand Ambassador acquires no right to any such Marks. Brand Ambassador further agrees: (i) Brand Ambassador will follow the Mark guidelines of Gemio; (ii) Brand Ambassador will not challenge the validity of Gemio’s Marks (whether currently in existence or additional Marks) at any time; and (iii) Brand Ambassador will not attempt to register Gemio’s Marks in any jurisdiction. No rights or licenses with respect to Product or the Marks are granted or deemed granted hereunder or in connection herewith, other than those rights expressly granted in this Agreement and all such rights are hereby expressly reserved by Gemio and its licensors.

Brand Ambassador acknowledges that all documentation, any inventions and ideas, written material or other property, tangible or intangible, arising out of or resulting from Brand Ambassador’s performance of the services provided hereunder, including without limitation all photographs, images, themes, materials, and designs developed, created and/or provided by Brand Ambassador (“Work”) is owned by Gemio, for all purposes. As to copyrights, Brand Ambassador agrees that all Work shall be deemed a “work made for hire” and that Gemio shall be deemed the author of the Work for copyright purposes. In the event that any Work is deemed not to be a work made for hire, Brand Ambassador hereby assigns and transfers all right, title, ownership and interest therein, presently known or hereafter ascertained, including, but not limited to, all copyright rights therein, the right to secure the copyright (and all renewals, reissues and extensions thereof) throughout the world, without any restrictions as to use, to Gemio. Gemio may reproduce, modify, adapt, create derivative works from, distribute, display, license, assign, transfer and/or otherwise use the Work, and all elements and derivatives thereof, in whole or in part, in all media now known or hereafter developed (including without limitation in the Social Media Platforms, or any other social media websites

or applications), worldwide, in perpetuity, royalty-free and without restriction of any kind. Brand Ambassador acknowledges the ownership and validity of Gemio's copyrights, brands, trademarks, trade dress and patent rights, whether or not created by or contributed to by Brand Ambassador.

- 5. Likeness.** Brand Ambassador grants to Gemio the worldwide, perpetual, royalty-free, irrevocable right and permission to photograph, film, videotape, and/or record Brand Ambassador and to display, reproduce, distribute, publish, exhibit and use in any other way Brand Ambassador's name (including any aliases), likeness, image, photographs, voice, signature, actual and paraphrased statements, biographical information and any other information or attribute identifying or otherwise associated with Brand Ambassador (collectively, "Likeness"), in whole or in part, distorted, altered, modified and/or adapted in character and/or in form, alone and/or accompanied by other material, including any text, image and/or other creative elements that may be used in connection with the Likeness, for any purpose whatsoever, including without limitation for the purpose of publicity, advertising, promotion, and/or other marketing for Gemio, the Work, and the Products in all media now known or hereafter developed (including without limitation in the Social Media Platforms and other social media websites or applications).
- 6. Representations, Warranties and Obligations.** Brand Ambassador shall not make any warranties with respect to the Products to any third party. Brand Ambassador represents and warrants that: (i) it will act in a timely manner with a high degree of professionalism and behave in a legal, ethical and business-like manner, (ii) Brand Ambassador will present the Products in a truthful and sincere manner and will not engage in any activity or action that may damage Gemio's reputation or the reputation of its Products, (iii) Brand Ambassador's Likeness and all Work provided hereunder are new and original to Brand Ambassador and do not infringe the intellectual property rights, privacy rights, or publicity rights of any third party; (iv) Brand Ambassador has the full and unrestricted right and authority to enter into and perform this Agreement and to grant the rights granted herein; (v) Brand Ambassador has complied and will comply with all applicable laws, rules and regulations in rendering the services to be performed under this Agreement, including without limitation, any Gemio policies (such as the privacy policy and trademark usage policy); (vi) Brand Ambassador has no commitments or obligations inconsistent with this Agreement; (vii) the Work will not contain any disparaging, pornographic, defamatory and/or illegal material. Brand Ambassador agrees and understands that during the term of this Agreement, Brand Ambassador shall not provide services to any competitor without prior written consent from Gemio. Brand Ambassador will not promote the Products through unsolicited or spam emails.
- 7. Release and Indemnity.** Brand Ambassador hereby irrevocably and unconditionally releases, discharges, indemnifies and holds harmless Gemio, its registered trade names and affiliates, and the irrespective officers, directors, employees, agents, assignees, designees and licensees (together, the "Gemio Parties"), from and against all actions, claims, demands, causes of action, liabilities, damages, judgments, losses, costs, and expenses (including reasonable attorneys' fees) of any kind whatsoever, in law or equity, whether known or unknown, foreseen or unforeseen, arising at any time out of and/or directly or indirectly relating to the use of the Work and/or Brand Ambassador's Likeness and/or any breach or alleged breach of any of the terms of this Agreement or breach of any warranty or representation hereunder.
- 8. Confidential information.** During the term of this Agreement, Brand Ambassador will regard any information provided to it by Gemio as confidential ("Confidential Information"). Brand Ambassador will not disclose Gemio's Confidential Information to any third party without the prior written consent of Gemio, nor make use of any of Gemio's Confidential Information except in its performance under this Agreement. Information will not be deemed Confidential Information hereunder if such information is known prior to receipt from Gemio without any obligation of confidentiality, or becomes publicly known or otherwise publicly available, except through a breach of this Agreement. Each party accepts responsibility for the actions of its agents or employees and shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. Brand Ambassador acknowledges that disclosure of any Confidential Information may give rise to irreparable injury to Gemio, and Gemio may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.
- 9. Term and Termination.** This Agreement will last for one (1) year (the "Initial Term"), after which such agreement may be renewed for successive one year terms (each a "Renewal Term") upon mutual agreement by the parties. The Initial Term and any Renewal Term(s) shall collectively be referred to as the "Term". The Agreement may be terminated only (i) upon 30 days written notice by either party, as a result of breach of the other party where such breach is not cured during the 30 day notice period; or (ii) upon 30 days written notice by Gemio, for any reason or no reason. Notwithstanding anything else in this Agreement to the contrary, the Parties agree that Sections 3-11 shall survive any termination or expiration of this Agreement.
- 10. Waiver of Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR OTHER INDIRECT LOSS OR DAMAGES, OR FOR ANY LOSS OF PROFITS, BUSINESS OPPORTUNITY OR GOODWILL, ARISING OUT OF THIS AGREEMENT. Gemio's total, cumulative liability for any and all claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the amounts paid hereunder during the twelve (12) month period immediately preceding the event giving rise to the claim.

11. Miscellaneous. This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written or implied, heretofore in effect between the Parties and sets forth the entire agreement between the Parties. No modification or change may be made in this Agreement except in writing as signed by each Party. This Agreement shall be governed by and construed in accordance the laws of the State of Washington, excluding its conflict of laws provision and including the provisions of the Uniform Commercial Code as adopted thereby. Neither the 1980 United Nations Convention on Contracts for the International Sale of Goods nor the United Nations Convention on the Limitation Period in the International Sale of Goods will apply to this Agreement or any transaction under it. This Agreement may not be assigned by Brand Ambassador without written consent from Gemio. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns. The waiver by either Party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or of any breach or failure of performance of the other Party. If, under applicable law or regulation, any provision of this Agreement is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement (such invalid or unenforceable provision, a "Severed Clause"), this Agreement shall endure except for the Severed Clause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the Effective Date.

Loop Devices, Inc.

Brand Ambassador

By: _____

By: _____

Name: ___Lynette Briones_____

Name: _____

Title: __VP of Marketing_____

Title: _____

EXHIBIT A

1. **Products:** Gemio wrist bands and tiles.
2. **Compensation:** 15% of each Net Online Sale equal to or in excess of US \$50.00 (the "Commission").

"Net Online Sale" means the retail sales price of Product(s) actually sold by Gemio online via a Gemio-owned website that are electronically tagged to Brand Ambassador via Brand Ambassador's code (and excluding sales that involve a third party) pursuant to this Agreement and actually collected by Gemio, less (i) any applicable sales taxes, value-added taxes, or the equivalent, including any applicable import taxes or duties charged by foreign countries on the selling price or value of such Products, (ii) charges paid or incurred for the acceptance of credit cards, (iii) chargebacks and returns; and (iv) applicable search engine optimization, advertising, and marketing costs (if any).

Gemio will make the final determination as to the amount of Commission earned and owed based on net sales 30 days post return period. Commission will be paid on or before the 15th day of each month following return policy expiration, for all associated Net Online Sales.