## **CLŌZTALK PROMOTION AGREEMENT**

("Agı betwe	This agreement to provide promotional apparel for No Agreement"), at no cost to Nonprofit, is effective on this ween CLŌZTALK, LLC, a Delaware limited liability comp	day of, 20, by and bany ("CLOZTALK"), and
office	ices at	("Nonprofit"), having its
1.	CLŌZTALK will design apparel items for Nonprofit. and/or logo.	The apparel items will contain Nonprofit's name
2.	Nonprofit grants permission for CLŌZTALK to use it items until this Agreement is terminated. Nonprofit's to design, sell, and market Nonprofit's apparel items.	
3.	CLŌZTALK will present its design for the apparel items to Nonprofit for Nonprofit's approval. CLŌZTALK will only proceed upon Nonprofit's approval.	
4.	Nonprofit is not obligated or expected to make any payment to CLŌZTALK to receive CLŌZTALK's services, except nonprofit shall pay for apparel items that it purchases. Nonprofit understands that it does not receive funds from CLŌZTALK.	
5.	Nonprofit understands that this Agreement is non-exclusive, meaning that Nonprofit can sell apparel made by another apparel vendor.	
6.	Nonprofit understands that CLŌZTALK provides promotional apparel for branding and awareness purposes. In partnership, nonprofit's website shall include a link ( <i>e.g.</i> , Shop, Apparel, Merch, etc.) that connects to its webstore on CLOZTALK.com. Nonprofit shall announce its CLŌZTALK apparel in at least one social media post and/or newsletter. Upon launch of webstore, CLŌZTALK shall provide a one-month promo code to Nonprofit for a discount off the apparel retail prices.	
7.	Nonprofit and CLŌZTALK can withdraw from this Agreement at any time and for any reason, by notifying the other party in writing. There is no fee or penalty for withdrawal.	
8.	CLŌZTALK funds, at no cost to Nonprofit, the apparel setups (embroidery and DTG) and creation of apparel images for webstore. There is no obligation to purchase a minimum number of apparel items. However, if Nonprofit wishes to change its logo on apparel items once webstore is launched, Nonprofit shall agree that 10 of its apparel items will be purchased within one year. The artwork for Special Edition T-Shirts is not considered a change in logo and has no minimum requirement.	
9.	CLŌZTALK is acting as an independent contractor for Nonprofit. This Agreement does not create any partnership, joint venture, fiduciary, or employment relationship between Nonprofit and CLŌZTALK.	
10.	Nonprofit warrants that it owns all rights, without restriction, to the name and logo used on the apparel items and agrees to indemnify CLŌZTALK for same. CLŌZTALK has sole discretion in the manner ir which it markets the apparel items for sale.	
11.	Nonprofit warrants that it is registered as a 501(c) and federal laws and requirements.	acting in accordance with all applicable state and
A	AGREED:	
		CLŌZTALK, LLC
	By:	By: Its: Manager

Date:

Date: