

BLUB BLUB AMBASSADOR AGREEMENT

THIS AMBASSADOR AGREEMENT (INCLUDING THE EXHIBITS HERETO, THE “**AGREEMENT**”) IS MADE BY AND BETWEEN BLUB BLUB INC., 3500 SOUTH DUPONT HIGHWAY, SUITE AT-101, DOVER, COUNTY OF KENT, 19901 DELAWARE, USA (HEREINAFTER REFERRED TO AS “**BLUB BLUB**” OR THE “**COMPANY**”) AND THE INDIVIDUAL NAMED DURING THE REGISTRATION, SIGN-UP, OR AGREEMENT EXECUTION PROCESS (“**AMBASSADOR**”). THIS AGREEMENT PROVIDES THE TERMS AND CONDITIONS UNDER WHICH AMBASSADOR MAY CREATE AND DISTRIBUTE CONTENT IN CONNECTION WITH PROMOTING COMPANY’S PRODUCTS AND/OR SERVICES (THE “**SERVICES**”). AMBASSADOR HEREBY (A) EXECUTES, ACCEPTS THE TERMS OF AND AGREES TO COMPLY WITH THIS AGREEMENT BY (I) CHECKING THE BOX TO ACCEPT THIS AGREEMENT, (II) SIGNING THIS AGREEMENT OR (III) PERFORMING SERVICES SET FORTH IN THIS AGREEMENT AND (B) REPRESENTS AND WARRANTS THAT AMBASSADOR HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT AMBASSADOR IS OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT. IF A CORPORATION OR OTHER LEGAL ENTITY IS ENTERING INTO THIS AGREEMENT ON BEHALF OF AMBASSADOR, SUCH ENTITY REPRESENTS THAT IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF AMBASSADOR AND BIND AMBASSADOR TO ITS TERMS.

1. SERVICES.

During the term of this Agreement, Ambassador will serve as the Company’s endorser and or brand ambassador to provide the services customarily associated with such roles for Blub Blub (the “**Services**”). Ambassador will provide the Company with Services, more specifically “**Ambassador Content**”, which means any and all text, files, images, graphics, illustrations, information, data, audio, video, photographs, and other content created or provided by Ambassador pursuant to this Agreement. Before performing any Services that require use of a third-party platform, Ambassador may be required to agree to a term of use, privacy policy and/or other agreement with the applicable third party. Ambassador agrees to make any Ambassador Content in accordance with Company Content Policy as attached hereto as Exhibit A.

2. INTELLECTUAL PROPERTY RIGHTS.

(a) Ambassador will be the sole and exclusive copyright owner of all Ambassador Content created as part of the Services, whether or not published, in perpetuity (but in any event for not less than the period of copyright and any renewals and extensions thereof), throughout the universe, from the moment of their creation, at every stage of their development, production, or completion, in all media now known or hereafter devised (“**Ambassador IPR**”). Unless otherwise set forth herein, Ambassador hereby grants the Company a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide license to copy, display, distribute, broadcast, publish, post, stream, create derivative works of or from, edit, sublicense, and otherwise use and exploit the Ambassador Content in any channel, social media platform or other medium now existing or hereinafter developed for any lawful purpose. For the avoidance of any doubt, the term “**IPR**” means all intellectual property and proprietary rights throughout the world, including, without limitation, all copyrights, trademarks, trade secrets, patents, moral rights, and other rights protecting data, information, or intangible property throughout the world.

(b) Except as permitted pursuant to this Agreement, Ambassador may not, and will not permit any third party to display or otherwise use any Ambassador Content in any manner (including without limitation to generate revenue for Ambassador) other than as set forth in this Agreement. Ambassador will defend, indemnify and hold harmless the Company and its affiliates and its and their respective employees, agents, contractors, third-party service providers, assigns, licensees, and successors in interest from and against any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys’ fees, court costs, damage awards, and settlement amounts) (“**Claims**”) incurred or arising from any claim or action by a third party arising out of or relating to the Ambassador Content.

(c) Ambassador hereby gives the Company permission to use any and all of their voice, image and likeness, with or without using their name, in connection with the products and/or services of the Company, for the purposes of advertising and promoting such products and/or services and/or Company, and/or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

(d) Subject to the terms and conditions of this Agreement, Company hereby grants to Ambassador, a limited, non-exclusive, non-transferable license to use the Company's trademarks (the "**Marks**"), solely in connection with performing the Services. Ambassador agrees that any use of the Marks (i) will comply with the COMPANY Content Policy and Company's trademark guidelines, which may be provided by the Company to Ambassador from time to time, and (ii) will solely inure to the benefit of the Company. The Marks are proprietary and nothing in this Agreement constitutes the grant of a general license for their use. Ambassador does not acquire any right, title or interest in the Marks, or the goodwill associated therewith. Ambassador agrees not to (A) attack the Marks or assist anyone in attacking the Marks, and (B) make any application to register the Marks or use any confusingly similar trademark, service mark, trade name, iconography, or derivation thereof including, but not limited to, the registration of any domain name including any of the Marks, during the term of this Agreement and thereafter. If the Company requests that Ambassador modifies any use of the Marks or remove the Marks from any Ambassador Content, Ambassador will promptly (no more than one (1) business day) make such modifications or remove such Marks, as requested.

3. HIGH-RESOLUTION IMAGE/VIDEO.

Promptly upon request by the Company, Ambassador shall provide to the Company a high-resolution image/video, as applicable, of the Ambassador Content that is posted or created in connection with this Agreement at no additional cost to the Company.

4. CONTENT BOOST.

At no additional cost to the Company, Ambassador agrees to perform the following in connection with the Ambassador Content as requested by the Company at the Company's sole discretion: (a) provide the Company with access to Ambassador's ad manager or other tool to allow the Company to whitelist the Ambassador Content; and/or (b) allow the Company to run a Company branded ad.

5. MAINTAIN AMBASSADOR CONTENT POSTS.

Unless otherwise set forth herein, Ambassador shall maintain the Ambassador Content as originally posted pursuant to this Agreement for at least twelve (12) months from the date that it becomes publicly available, except in the event that the Company instructs Ambassador to remove such Ambassador Content prior to the end of such period.

6. NON-EXCLUSIVITY.

Unless otherwise set forth in the Program Details, Ambassador has the right to provide content services to others during the term of this Agreement provided that: (a) such other engagement or performance does not interfere in any way with the timely and professional performance of the Services to Company; (b) such other engagement or performance does not require the disclosure or use of Confidential Information; and (c) such other engagement or performance does not conflict with any active Program Details or any other agreements between Company and Ambassador (i.e., an engagement for a competitive company or product). Company has no obligation to propose Program Details to Ambassador and may receive content services from other ambassadors during the term of this Agreement.

7. REPRESENTATIONS AND WARRANTIES.

7.1 By Each Party. Each Party represents, warrants, and covenants to the other Party that: (a) such Party has full power and authority to enter into this Agreement and to perform its obligations under this Agreement; (b) this Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms; (c) this Agreement will not conflict with, result in a breach of, or constitute a default under any other agreement to which such Party is a party or by which such Party is bound; and (d) such Party will comply with all laws, rules, and regulations applicable to such party in its performance under this Agreement.

7.2 By Ambassador. Ambassador represents, warrants and covenants that: (a) the Services will be performed in a professional, lawful and workmanlike manner, in accordance with any terms and conditions set forth herein; (b) Ambassador is the original author and sole owner of the Ambassador Content or otherwise has obtained any content from sources in conformity with the Company Content Policy and that for all Ambassador Content, Ambassador has obtained all necessary rights, licenses, permissions, consents and the like, including but not limited to releases for voices, images and appearances, with regard to all video, audio, photograph,

graphics, illustration or other multimedia content and will provide the Company with all such releases upon Company's request; (c) the Ambassador Content is accurate and true and reflects Ambassador's actual opinions, experiences and beliefs; (d) no Ambassador Content created or obtained by Ambassador and delivered to the Company or posted by Ambassador or the Company hereunder will infringe on or violate any IPR or applicable laws, rules or regulations, including, but not limited to, the Federal Trade Commission Act and all rules, regulations and guidelines promulgated by the Federal Trade Commission; (e) no Ambassador Content delivered or posted by Ambassador hereunder will contain any profanity, scandalous, libelous, defamatory, obscene, pornographic or unlawful matter or material; (f) Ambassador has not misrepresented any of the Ambassador's organic metrics including, but not limited to, engagements, followers, and reach; (g) Ambassador does not use bots or other artificial means to inflate Ambassador metrics; (h) Ambassador Content does not contain malicious code, counters, or other types of code that automatically attach cookies or other devices that track and collect user's information; and (i) no fee, compensation or any other payment whatsoever will be payable by the Company to any third party in connection with the Ambassador Content and/or the Services.

7.3 EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS, AND AMBASSADOR DISCLAIMS ANY RELIANCE ON, ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAWS, INCLUDING WITH RESPECT TO TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY.

EXCEPT FOR LIABILITY ARISING FROM (A) AMBASSADOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 13 OR (B) AMBASSADOR'S INDEMNIFICATION OBLIGATIONS HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT OR ANY PROGRAM DETAILS, OR ARISING FROM ANY OTHER PROVISION OF THE AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. THE MAXIMUM TOTAL, AGGREGATE LIABILITY OF COMPANY FOR ANY AND ALL CLAIMS AND ACTIONS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID AND PAYABLE BY COMPANY TO AMBASSADOR HEREUNDER IN THE SIX (6) MONTH PERIOD PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND, AS SUCH, SOME PORTION OF THE ABOVE LIMITATION MAY NOT APPLY.

9. DATA PRIVACY. Ambassador expressly consents to the use and disclosure of personally identifiable information and other data and information as described in the Privacy Policy. In addition, Ambassador acknowledges and agrees that the Company may disclose to any third party all information about Ambassador and that Ambassador may provide with respect to Ambassador Content or a Submission. Notwithstanding anything in the Privacy Policy, the Company will have the right to collect and analyze data and information (including personally identifiable data and information) resulting from Ambassador's (and any of Ambassador's readers') access to and use of a Content Platform. All such aggregated data and information will be solely owned by the Company and may be used by the Company for any lawful business purpose without a duty of accounting to Ambassador. In the event of any conflict between this Agreement and any other agreement Ambassador has entered into with the Company (including, without limitation, the Privacy Policy), the terms of this Agreement will control unless such other agreement expressly provides otherwise by reference to the provision that is unavailing.

10. COMPENSATION; TAXES.

10.1 Compensation. Ambassador agrees that the compensation described in this Agreement (the "**Compensation**") represents Ambassador's entire compensation for all Services and Ambassador will not be entitled to reimbursement for any expenses unless agreed upon in writing in advance with the Company. Company will pay the Ambassador for its Services hereunder in the form of subscription to the Company products. In the event that the Ambassador does not deliver the Ambassador Content as agreed herein, the Company has the right to revoke the subscription to the Company products.

10.2 Taxes. Ambassador will be responsible for determining the applicability of any sales, use, excise, or

similar transactional taxes that may be applicable to the performance of the Services, if any. Ambassador will be obligated to pay any applicable taxes for corresponding Services, including without limitation, any and all interest, penalties and attorneys' fees. The Company will not be responsible to Ambassador or any governing body for any taxes relating to amounts that Ambassador receives hereunder including but not limited to federal or state income tax, social security tax, or unemployment tax. Ambassador will bear any and all costs, and will indemnify the Company against the same, including, without limitation, penalties, interest and attorneys' fees. The Company will be entitled to contest, pursuant to applicable law and at its own expense, any taxes it is ultimately obligated to pay, and Ambassador will reasonably cooperate with any such contest.

11. TERM AND TERMINATION.

11.1 This Agreement will commence upon Ambassador's acknowledgment of this Agreement and commencement of work as described herein and will continue until terminated by either Party or one (1) year after completion of all Services and if no further Services are provided and accepted. Either Party may terminate this Agreement, effective immediately, at any time by written notice to the other Party.

11.2 Upon expiration or termination of this Agreement, all revocable licenses granted under this Agreement will immediately terminate. Notwithstanding the foregoing, Sections 2, 5, 7.2, 8, 10, and 12 through 18 survive any termination of this Agreement.

12. INDEMNIFICATION.

Each party (the "**Indemnifying Party**") agrees to indemnify, defend, and hold harmless the other party and its affiliates and its and their respective employees, agents, contractors, third-party service providers, assigns, licensees, and successors in interest from and against any and all Claims that result from any breach of the Indemnifying Party's representations or warranties under this Agreement. Ambassador further agrees to indemnify, defend, and hold harmless the Company, and its affiliates and its and their respective employees, agents, contractors, third-party service providers, assigns, licensees, and successors in interest from and against any and all Claims arising out of resulting from any breach by Ambassador of the Company Content Policy as attached hereto as **Exhibit A**. Notwithstanding the foregoing to the contrary, the Indemnifying Party will be released from such obligations unless the indemnified Party provides the Indemnifying Party with (a) prompt notice of such Claim unless the failure to provide such prompt notice does not materially prejudice the defense or settlement of such Claim, (b) sole control and authority over the defense thereof, and (c) reasonable assistance to defend any such Claim. Settlement or compromise of any such Claim will require the prior written consent of Ambassador and the applicable indemnified party, which may not be unreasonably withheld, conditioned, or delayed.

13. CONFIDENTIALITY.

Ambassador acknowledges that in the course of providing Services hereunder, Ambassador may acquire certain confidential information. Ambassador will: (a) not disclose such confidential information to any third party without the prior written consent of the Company, (b) notify the Company if Ambassador becomes aware of any breach of confidentiality in any manner whether through (i) Ambassador's negligence, acts or omissions, or (ii) computer virus, or theft of Ambassador's computer or login information; or (c) not use the confidential information for any purpose other than to carry out the Services contemplated hereunder.

14. GOVERNING LAW.

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Delaware. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Dover, County of Kent, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

15. INDEPENDENT CONTRACTOR; NO AGENCY.

Nothing in this Agreement will in any way be construed to render Ambassador to be or to be construed as an agent, employee, or representative of the Company. Ambassador is and will perform the Services hereunder as an independent contractor. Ambassador acknowledges and agrees that Ambassador will not be eligible for any employee benefits (nor do they desire any of them) and expressly waives any entitlement to such benefits.

Ambassador further agrees to indemnify the Company and hold it harmless to the extent of any obligation imposed on the Company resulting from Ambassador's being determined not to be an independent contractor.

16. NOTICES.

Any notice hereby required or permitted to be given will be sufficiently given if in writing and delivered in person, by facsimile transmission, electronic mail, overnight delivery service or U.S. mail, in which event it may be mailed by first-class, certified or registered, postage prepaid, to either Party at the address of such Party set forth in the preamble of this Agreement or such other address as will have been designated by written notice by such Party to the other Party. Any notice or other communication required or permitted to be given under this Agreement will be deemed given (a) on the day when delivered in person; (b) on the first business day of or after the date of confirmation that the facsimile has been successfully transmitted to the facsimile number for the Party notified if sent by facsimile; (c) on the first business day of or after the date of receipt by the Party notified if sent by electronic mail; (d) on the first business day after deposited with a nationally recognized overnight delivery service; or (e) on the third business day after the day on which such notice was mailed in accordance with this Section 16.

17. EQUITABLE RELIEF.

Ambassador and the Company hereby agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach by Ambassador of this Agreement. Accordingly, Ambassador and the Company hereby agree that if Ambassador breaches this Agreement, the Company will have available, in addition to any other right or remedy available and notwithstanding anything to the contrary in Section 11 above, the right to obtain from any court of competent jurisdiction an injunction restraining such breach or threatened breach and specific performance of Sections 2, 7.2, and 13. Ambassador and the Company further agree that no bond or other security will be required in obtaining such equitable relief and Ambassador and the Company hereby consent to the issuances of such injunction and to the ordering of such specific performance.

18. MISCELLANEOUS.

This Agreement, the Company Content Policy, and the Privacy Policy (each of which is incorporated by reference) are the complete and exclusive understanding and agreement regarding the Services, and supersedes any oral or written proposal, prior agreement or other communication between the Company and Ambassador. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither this Agreement nor any rights or obligations of Ambassador hereunder may be assigned or transferred by Ambassador (in whole or in part and including by sale, merger, or operation of law) without the prior written approval of the Company. Any assignment in violation of the foregoing will be null and void. The Company may freely assign this Agreement or any of its rights hereunder. During the term of this Agreement and for one (1) year thereafter, Ambassador will not at any time, disparage, or otherwise portray in a negative light, the Company, any Company personnel and/or Company products or services; provided, however, that this Section will not be construed to prohibit Ambassador from responding publicly to incorrect public statements or from stating facts.

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EXHIBIT A

COMPANY CONTENT POLICY

The following Company Content Policy applies to each AMBASSADOR who has entered into an Ambassador Agreement with the Company. Terms used but not defined herein will have the definitions ascribed in the Ambassador Agreement.

1. FTC Guidelines. Ambassador will comply with the most recent Federal Trade Commission Guides Concerning the Use of Testimonials and Endorsements in Advertising ("**FTC Guides**"), including any updates, additions, modifications, or supplemental guidance to the FTC Guides, in connection with their performance hereunder.

2. Originality of Content. All portions of Ambassador Content must be the original creative work of the Ambassador, or the Ambassador must be the sole owner of the Ambassador Content pursuant to the Ambassador Agreement.

3. Linking.

A. Ambassador must use "no follow" links in Ambassador Content.

B. Ambassador is responsible for not linking to sites containing content that would not be permitted under the Ambassador Agreement.

4. Third Party Content. In order to avoid potential infringement of IPR, Ambassador should not endorse, copy, or adopt third party content.

5. Statements About Third Parties. Ambassador Content will not contain any defamatory, libelous, or slanderous material. Ambassador Content will not be harassing, abusive, unlawful, tortious, threatening, harmful, pornographic, sexually explicit, obscene, patently offensive, or otherwise promote racism, bigotry, hatred, or physical harm of any kind.

6. Third Party Rights. Ambassador Content will not violate any third party privacy right, right of publicity, or any other IPR.

7. No Advertising. Ambassador will not, as a part of the Ambassador Content advertise, market, or otherwise promote any other product or service in which Ambassador or any Ambassador affiliates have an ownership interest or other financial interest, directly or indirectly.

8. General. Ambassador may only provide the types of Ambassador Content authorized in the Ambassador Agreement and such Ambassador Content may only be used in the manner specified in the Ambassador Agreement. Ambassador may not use any music on any web property on which they are publishing content without express permission from the copyright or other rights owner(s) for Ambassador's specific intended use in each instance. Ambassador must obtain any required permissions or releases where necessary. In accordance with the Digital Millennium Copyright Act and other applicable laws, the Company has adopted a policy of terminating, in appropriate circumstances and within the Company's sole discretion, Ambassador who infringe upon the IPR of the Company or any third party.

9. Use of Images or Other Media. A person depicted in the photograph, video, or other applicable media owns the right to control the use of their image (or, in the case of a minor, a parent or guardian may exercise control or grant permission on behalf of the minor). If a trademark or a product in its trade dress (e.g., a Coke® can) appears, the owner of the trademark may have rights in how its product or trademark is depicted. Ambassador must analyze each image or other media element to be sure that they have the appropriate permission from all rights owners to use the image or media in accordance with this Content Policy and the Ambassador Agreement.

10. No Modifications to Third Party Images or Other Media. Ambassador should not modify any third party images or other media in any way that would change its nature or context, unless Ambassador is certain that

they have the right from the copyright owner to create a derivative work. If Ambassador has a question about whether they can create a derivative work, Ambassador must ask the copyright owner for written permission to create the derivative work in an email and keep the email.

11. Purchased Engagement. Ambassador will be fully responsible for the fulfilment of all promises and promotions offered by Ambassador.