

A BRAND SERVICES AGREEMENT

DATE	June 22, 2023
TALENT	Hina Cheema with a billing address of 114 Echo Ridge Ln Murphy TX 75094 ("Talent")
COMPANY / BRAND	Hudson Valley Lighting Group 151 Airport Drive, Wappingers Falls, New York 12590 ("Company")
SERVICES / DELIVERABLES	<p>The following are individually and collectively referred to herein as the "Services":</p> <p>SOW:</p> <ul style="list-style-type: none">- (1) dedicated Instagram Reel with Hudson Valley Lighting, Mitzi, Troy Lighting, and/or Corbett Lighting mentioned, tagging @hudsonvalleylighting, @mymitzi, @troylighting, and/or @corbettlighting to be featured in the post and caption, and using the appropriate hashtag, #hudsonvalleylighting, #mymitzi, @troylighting, and/or #corbettlighting. No other brands mentioned/tagged.- Video content to be shared with HVLG/Mitzi for exclusive use on their own social channels (video content can be the same as the IG Reel posted on @storyofstyle).- (1) dedicated Instagram story set (3 frames) @hudsonvalleylighting, @mymitzi, @troylighting, and/or @corbettlighting to be featured. (1) frame to exclusively highlight the Mitzi Helena table lamp and link to the provided UTM: https://www.mitzi.com/product/hl775201-agb/cwk?utm_medium=social&utm_source=instagram&utm_campaign=hina%20cheema_ig%20story_helena_july2023. Mitzi Instagram story frame to also include a personalized promo code HINA15.- Professional, hi-res, finished photos of the space featuring the gifted product. Images shall be season neutral and showcase product provided.- > At least (6) photos as follows:<ul style="list-style-type: none">- > A minimum of 3 different angles of the space- > A mix of photos with the lights on and off- > A mix of horizontal and vertical shots- If photos and videos are not on par with HVLG photography/video standards, HVLG may give feedback and request a re-shoot. <p>Requirements (tags, hashtags, etc.)</p> <p>Website: hudsonvalleylighting.hvlgroup.com // mitzi.com // troylighting.hvlgroup.com // corbettlighting.hvlgroup.com</p>

	<p>Instagram: @hudsonvalleylighting // @mymitzi // @troylighting // @corbettlighting Hashtag: #hudsonvalleylighting // #mymitzi // @troylighting // #corbettlighting</p> <p>Timeline Timeline to be mutually agreed upon between HVLG and Talent depending on product delivery</p> <p>Usage - Talent hereby grants to Hudson Valley Lighting Group an irrevocable, perpetual, fully-paid up and worldwide license and right to use all images and videos related to this collaboration for use on their website, social media (including shoppable IG posts and promoted posts), and marketing materials (including print), and to sublicense third party vendors in its sole and absolute discretion. - PR agencies on behalf of Hudson Valley Lighting Group shall have the right to pitch final images and videos of space for press coverage in applicable media outlets.</p> <p>Product 1 x 5243-AGB (Hudson Valley Lighting Thornwood Chandelier) 1 x HL775201-AGB/CWK (Mitzi Helena Table Lamp) 2 x B3615-PBR (Troy Lighting Julian Wall Sconce) 1 x 356-49-VGL (Corbett Lighting Aimi Chandelier) 1 x 347-44-VGL (Corbett Lighting Levene Chandelier)</p> <p>.</p> <p>The following individuals are individually and collectively referred to herein as "Talent":</p> <p>Hina Cheema with a billing address of 114 Echo Ridge Ln Murphy TX 75094</p>
<p>COMPENSATION</p>	<p>In exchange for the Services and rights granted by Talent herein, Company shall pay to Talent the sum of \$7000 (the "Fee"). The Fee shall be payable Net 30 upon completion.</p> <p>Notwithstanding the foregoing, Talent hereby irrevocably authorizes and directs Company to pay the Fee in full to:</p>

	<p>Illuminate Social LLC 2658 Griffith Park Blvd #325 Los Angeles, CA 90039</p>
EXPENSES / COSTS	<p>Each party shall be responsible for all production costs and expenses incurred by such party in carrying out the Services and such respective party's obligations outlined herein, except as otherwise outlined herein or agreed by the parties in writing (email shall suffice).</p>
OWNERSHIP	<p>Talent shall at all times from inception in perpetuity be the sole and exclusive owner (including any and all copyrights therein and thereto) of the Services and all posts, content and other materials created, produced or otherwise rendered by Talent hereunder (collectively, the "Materials"). Company shall have no right, title or interest in or to the Materials and shall have no right to publish, exploit or otherwise use the Materials, or any portions thereof, in any territory, format or through any medium now known or hereafter devised, except as expressly outlined herein.</p>
RIGHTS	<p>Any and all rights not expressly granted herein to Company by Talent shall be expressly reserved by Talent in their entirety without restriction. Company shall not have the right to use Talent's name, image, likeness or other identifying materials without Talent's prior express written consent in each instance.</p>
CREATIVE CONTROL	<p>Talent shall retain full creative control over the Services and posts outlined herein which, for the avoidance of doubt, shall be in Talent's "own voice", provided that Talent shall provide such content to Company for review and approval (such approval not to be unreasonably withheld, conditioned or delayed) prior to Talent's publishing of such content. If Company fails to reject or disapprove (and provide Talent with a mutually-agreeable substitute) of such content no less than forty-eight (48) hours prior to the scheduled posting date/time (unless circumstances require a more immediate response), such content shall be deemed approved by Company. Talent shall use reasonable commercial efforts to accommodate one (1) round of requested edits of such content (provided such edits are reasonable and solely to the extent such content may be edited), subject to Talent's discretionary mutual approval.</p>
FTC COMPLIANCE	<p>Talent shall use reasonable commercial efforts to comply with the United States Federal Trade Commission's (FTC) "Guides Concerning the Use of Endorsements and Testimonials, provided Talent's inadvertent failure to do so shall not be deemed a breach hereof. Company shall provide any proposed captions, disclosures and disclaimers which shall be in strict compliance with FTC</p>

	<p>guidelines and all other applicable laws and regulations. Talent shall use reasonable commercial efforts to include a substantially similar caption, disclosure and/or disclaimer in the posts outlined herein or otherwise provide Company with an alternative caption, disclosure or disclaimer. If Company fails to reject or disapprove (and provide Talent with a mutually-agreeable substitute) of such caption, disclosure and/or disclaimer no less than forty-eight (48) hours prior to the scheduled posting date/time (unless circumstances require a more immediate response), such caption, disclosure and/or disclaimer shall be deemed approved by Company.</p>
NO GUARANTEES	<p>Company hereby expressly acknowledges and agrees that this is not a performance-based Agreement and the performance of each/any post cannot be guaranteed whatsoever, and in this regard Company further warrants and represents that Talent has not made any guarantees with respect to the Services and/or performance of any post by Talent related thereto. For the avoidance of doubt, the failure of any post and/or Services performed by Talent to garner Company's desired results including, without limitation, a certain number of views, interactions, impressions, sales or revenue, shall not be deemed a breach of this Agreement, nor impact either party's obligations hereunder.</p>
EARLY TERMINATION	<p>In the event of Company's early termination of this Agreement, the following shall apply: (i) if any content has been displayed on Talent's and/or Company's distribution channels (including, without limitation, social media profiles) or if the Services have been rendered in their entirety by Talent, Company shall be required to pay one hundred percent (100%) of the Fee immediately upon termination; (ii) if Talent has begun to render the Services and/or begun to create content of any kind with respect to the Services and/or this Agreement, Company shall be required to pay seventy-five percent (75%) of the Fee immediately upon termination, however all rights, permissions and licenses granted to Company herein shall immediately and automatically be revoked and cancelled; and (iii) if no content has been created, but this Agreement is terminated less than forty-eight (48) hours prior to the original deadline for Talent to submit content to Company for approval, Company shall be required to pay fifty percent (50%) of the Fee immediately upon termination (the foregoing subparagraphs (i)-(iii) are collectively referred to herein as the "Early Termination Fees"). In the event the Services are scheduled for two (2) or more months with Talent creating content and/or rendering services each month, Company shall only be responsible for the Early Termination Fees for the period completed as of termination and the full respective month of termination. In the event Talent terminates this Agreement due to Company's unilateral failure to meet any deadlines set out herein, Talent shall have the option to elect to either receive the applicable Early Termination</p>

	<p>Fees, or to increase the total compensation set out herein by ten percent (10%) (per delay) and shall mutually agree upon a modified timeline with Company.</p>
<p>GOVERNING LAW</p>	<p>This Agreement (including any and all amendments), and all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement, shall be governed by, and construed in accordance with, the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. The parties agree that all disputes and litigation arising out of or in connection with this Agreement must be brought exclusively in the county, state and federal courts of Los Angeles, California (the "Designated Courts"). Each party hereby expressly consents to the exclusive jurisdiction of the Designated Courts and further irrevocably waives all claims or defenses of lack of personal jurisdiction or any other jurisdiction defense, and any objection which such party may now or hereafter have to the laying of any suit, action or proceeding in any Designated Court, including the right to object on the basis that any dispute, action, suit or proceeding brought in the Designated Courts has been brought in an improper or inconvenient forum or venue. In the event of litigation or arbitration arising from or out of this Agreement or the relationship of the parties created hereby, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other bona fide, out-of-pocket costs incurred in connection therewith from the other party.</p>
<p>REPRESENTATIONS / WARRANTIES / INDEMNIFICATION</p>	<p>Company hereby expressly warrants, represents, covenants and agrees that: (i) Company has the full right, power and authority to enter into this Agreement, to grant the rights granted herein and to perform all of Company's obligations hereunder without restriction; (ii) the person signing this Agreement on behalf of Company has been duly authorized and empowered to do so; (iii) there are no actions, suits, legal proceedings or formal investigations pending or threatened against or affecting Company before any court, arbitrator or administrative or governmental body which might adversely affect or materially impair the right of Company to grant the rights granted herein or otherwise perform Company's obligations hereunder; (iv) there are no pending or existing adverse orders, judgments, legal proceedings or actions, formal investigations, written claims or consent agreements and no restrictions or encumbrances regarding or relating to Company and/or any of Company's products, services, owners or employees in any jurisdiction throughout the world; (v) Company's entry into and performance of this Agreement and the grant of rights set forth herein do not and will not violate any other agreements executed or entered into by or on behalf of Company or otherwise violate any rights of any third party; (vi) Talent's use of any and all</p>

	<p>materials supplied/provided by Company to Talent as permitted hereunder does not and will not materially infringe or misappropriate any intellectual property or other rights of any third party whatsoever; and (vii) Company agrees to indemnify, save and hold harmless Talent and each of Talent's successors, managers, agents, companies, licensees, assigns, and designees ("Talent Indemnitees") from and against all claims, liabilities, costs and expenses (including reasonable attorney's fees and legal costs) incurred and/or threatened as a result of: (i) any claim which is inconsistent with any agreement, covenant, representation or warranty made by Company herein this Agreement, and/or (ii) any of Company's acts and/or omissions which have resulted in an adverse judgment, or have been settled with Company's consent (not to be unreasonably withheld or delayed), provided that Company's consent shall be deemed automatically given to any settlement which does not exceed the sum of Ten Thousand Dollars (USD \$10,000.00). Company will promptly reimburse Talent Indemnitees at any time after the date hereof in respect of any claim, liability, damage or expense to which the foregoing indemnity relates.</p>
NON-DISCLOSURE / NON-DISPARAGEMENT	<p>Company agrees that the contents of this Agreement are absolutely confidential and Company shall not disclose anything regarding this Agreement to any other person or entity not a party hereto, unless legally compelled to do so, and then, only upon timely prior written notice to Talent, giving it sufficient time to contest any such disclosure. The parties hereby warrant and represent that they, and their respective employees, licensees, successors and assigns, shall not, directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the parties or any of their clients, vendors, partners, directors, officers, affiliates, subsidiaries, employees, agents or representatives at any time hereafter in perpetuity through any medium now known or hereafter devised.</p>
MISCELLANEOUS	<p>This Agreement contains the entire understanding of the parties hereto, shall replace and supersede any prior or contemporaneous agreements, undertakings or understandings (whether written or oral) and cannot be amended, modified or terminated except by a written instrument executed by both parties. If there shall be any conflict between the provisions of this Agreement and the provisions of any other agreement between the parties, then such conflict shall be resolved so that the provisions of this Agreement shall prevail. This Agreement may be executed in two or more counterparts (including by PDF or other digital format),</p>

each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any part of this Agreement shall be deemed invalid or unenforceable by a court of competent jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect and the invalid provision(s) shall be amended and/or corrected so that the intent of the parties is fulfilled to the fullest extent possible. Any waiver by either party of any term or condition of this Agreement shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and one of them shall not be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. Each party has participated in, cooperated in or contributed to the drafting and preparation of this Agreement. Each party has had the opportunity to consult with an attorney regarding its/his rights and obligations under this Agreement. In any construction of this Agreement, the same shall not be construed for, or against, any party, but shall be construed fairly according to its plain meaning. Each party shall bear its own legal costs in connection with the negotiation and entering into this Agreement. The parties anticipate entering into a more formal agreement incorporating the terms hereof as well as other standard terms and conditions customary for agreements of this nature, however, until a more formal agreement is executed, if ever, this Agreement shall serve as a binding agreement between the parties with respect to the subject matter hereof.

THE ABOVE TERMS ARE ACKNOWLEDGED, AGREED TO AND ACCEPTED BY:

Bianca Mistretta

Company, authorized signatory

Talent, authorized signatory