

STANDARD AGREEMENT BETWEEN BRAND AND CREATOR

This Brand/Creator Agreement, hereinafter referred to as "**Agreement**", is entered into and made effective as of [date] (the "**Effective Date**") by and between [Creator's name or its representatives] (the "**Creator**") and [Company name], a [State of Incorporation] corporation (the "**Brand**") (individually also referred to as "**Party**" and collectively as the "**Parties**").

Article 1 Promotion and Compensation

The Creator agrees to promote products or services of the Brand on Creator's social media (the "**Promotion**") in exchange for a fee (the "**Creator's Fee**").

The Parties have agreed on the amount and terms of the Creator's Fee as well as the scope of the Promotion (the "**Content**") on the website of "**Creable**", which can be accessed, for example, via the URL www.creable.io.

Article 2 IP Rights

The IP rights to the Content are owned by the Creator. If the Parties have agreed on Creable on terms for licensing or terms for transferring any IP rights to the Content from the Creator to the Brand, this mutual understanding takes precedence.

Article 3 Non-exclusivity

The Parties agree to a non-exclusive Brand/Creator relationship.

Article 4 Good conduct

The Creator undertakes to show respect, good conduct and loyalty towards the Brand. The Creator shall not make any negative comments about the Brands and/or the Brand's products or services in any way and shall have regard for interests of the Brand that are worthy of protection, in particular the reputation, standing and image of the Brand.

Article 5 Compliance

The Parties agree to fully comply with the governmental rules and regulations applicable to the Promotion in the relevant jurisdictions.

Article 6 Termination

This Agreement shall terminate automatically when the Promotion has been completed (the "**Termination Date**").

The Parties may terminate this Agreement for cause prior to the Termination Date. Extraordinary termination due to a breach of contract by the other party requires a prior warning with a reasonable deadline for rectification of the breach of contract or elimination of the breach of contract. Extraordinary termination may be effected without prior warning, in particular in the following cases: (i) negative statements by the Creator about the Brand and/or its services or products in public; (ii) statements by the Creator in public which glorify violence or are extremist or racist.

The Creator shall be remunerated for the services performed prior to a extraordinary termination.

Article 7 Confidentiality

This Agreement is strictly confidential. Lawful disclosure to authorities or other third parties (such as for example to auditors, accountants, lawyers) remains reserved.

Article 8 Amendment

All amendments and supplements to this Agreement (including the amendment of this provision) must be made in writing.

Article 9 Severability

If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain mutatis mutandis in full force and effect.

Article 10 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Switzerland (excluding Swiss Private International Law and international treaties, if any). All disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at the residence of the Creator.

Last updated: June 2022