

MARKETING PARTNERSHIP PROMOTION AGREEMENT

This Promotion Agreement (the “*Agreement*”) is entered into as of April 28, 2020 (the “*Effective Date*”), by and between **JustFab LLC**, a Delaware corporation (“*JustFab*” or “*Company*”), and the Talent identified below (“*Talent*”). Each of JustFab and Talent may sometimes be referred to individually as a “party” or and both collectively as the “parties.”

WHEREAS, Company markets and sells the JustFab branded fashion line, including women’s shoes, apparel and handbags (the “Products”) through various channels, including but not limited to the internet at Company’s website located at justfab.com (the “Website”), television, print and radio; and

WHEREAS, The parties desire to conduct the promotion further described in Exhibit A attached hereto and incorporated herein by reference (the “*Promotion*”). For good and valuable consideration, the parties agree as follows:

1. Promotion Details. JustFab and Talent to perform the tasks attributable to them set forth in EXHIBIT A. Each party shall comply with all applicable laws, rules and regulations. Additional marketing and/or promotion programs may be added by amendments to this Agreement upon mutual written agreement of the parties.
2. Promotion Period; Renewal Term. The Promotion shall continue for the period of time set forth on EXHIBIT A (the “*Promotion Period*”). JustFab shall have the right to renew this Agreement with Talent at the end of the Promotion Period upon the same terms and conditions as set forth herein. To exercise its option to renew, JustFab shall provide written notice to Talent at least thirty (30) days prior to the end of the Promotion Period.
3. Trademark License. Each party hereby grants to the other party, and represents and warrants that it has the right to grant to the other party, a license to use its trademarks solely in connection with the Promotion, during the Promotion Period and consistent with its trademark guidelines.
4. License; Approval Rights. All content, including but not limited to images and videos, created by or featuring Talent pursuant to this Agreement (“*Content*”) shall be owned by JustFab. Talent hereby grants to JustFab a perpetual, irrevocable, non-exclusive, world-wide, unrestricted right and permission to use, reproduce, edit, copyright, distribute, share, publish, broadcast and display, Talent’s Content, name, image, picture, likeness, photos, voice, including any statements, testimonials or endorsements made by Talent and/or photographed throughout the universe, for any lawful purpose, including but not limited to any and all advertising, digital marketing, website posting, social media posting, promotion and sale of JustFab products, and in any and all forms of media, which may include print, online channels, ecommerce channels, streaming services and related apps, social media platforms (paid and/or organic content) , and online video content platforms (organic or paid). JustFab shall have unlimited usage rights to such Content for marketing, advertising and promotional purposes.

JustFab License. JustFab hereby grants to Talent a limited, non-exclusive, world-wide, royalty-free, nontransferable, non-assignable, non-sublicensable license to use, reproduce and publicly display JustFab trademark and logo (“*JustFab Marks*”) for promotional and marketing purposes associated with the Promotion only. All uses of JustFab Marks shall inure to the benefit of JustFab. JustFab shall retain all interest and ownership of the JustFab Marks.

5. Compensation. JustFab agrees to pay Talent for the Promotion details set forth in EXHIBIT A as full and complete consideration of Talent's performance hereunder. Upon Talent's completion of deliverables, JustFab shall pay Talent the fee of Ten Thousand Dollars (\$10,000.00 USD) ("Fee"). Talent is solely responsible for all tax withholdings. Compensation of Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$3,333.33) shall be paid within forty-five (45) days of the end of every month within the Promotion Period via ACH. JustFab shall also provide free JustFab product(s) during the Promotion Period. Payment details are outlined in EXHIBIT A. Talent is solely responsible for all tax withholdings.

- i. Talent must create an account with Impact Radius to receive monthly payment via ACH. Upon full execution of this Agreement JustFab shall send Talent via email from "TechStyle Influencer Program," a link to register for an account with Impact Radius. Talent must create an Impact Radius account within seven (7) days from JustFab sending such email. Talent will receive email confirmation of their account being live. Compensation shall be paid within forty-five (45) days of the end of every month within the Promotion Period through Impact Radius.

6. Confidential Information. Each party acknowledges that it will have access to certain information and materials concerning the other party's business and products, including the terms and conditions of this Agreement, that are confidential (the "**Confidential Information**"). Each party agrees that it will not use the Confidential Information of the other party except in performance of this Agreement, or disclose such Confidential Information to third parties except as required by applicable law and provided the receiving party uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure. The receiving party will also take every reasonable precaution to protect the Confidential Information of the disclosing party. For purposes of the foregoing obligations, Confidential Information does not include information which (i) was rightfully known to the receiving party prior to its receipt, (ii) is or becomes publicly available without breach of this Agreement or wrongful act of the recipient, (iii) is received by the recipient without an obligation of confidentiality and without breach of this Agreement, or (iv) is developed independently by the recipient without using Confidential Information.

7. Non-Disparagement. During and following the Promotion Period, Talent agrees not to publicly or privately disparage the reputation of, or make derogatory or offensive comments with respect to JustFab, the JustFab products, or any of JustFab's shareholders, affiliates including TechStyle Fashion Group and its brands, officers, directors, employees, endosers or ambassadors.

8. Representations and Warranties. Each party represents and warrants that it has the right and authority to enter into this Agreement, and perform its obligations hereunder and grant the rights granted by it hereunder. Talent further represents and warrants:

- a. Talent has not engaged and will not engage in activities or conduct injurious to the reputation of JustFab or inconsistent with the positive images and/or goodwill to which JustFab wishes to associate.
- b. Talent will comply with the Federal Trade Commission (FTC) guidelines on testimonials and endorsements:
 - i. Talent has read and will fully comply with the FTC's Endorsement and Testimonial Guides ("**Guides**") (<http://ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>) when talking or writing about JustFab or their products and services. Further, and without limitation, Talent:

- ii. will clearly and conspicuously disclose that she has received compensation, product and/or other incentive items from JustFab (as applicable) proximate to any mention by her of JustFab or its products and services;
 - iii. will not knowingly make any false, misleading or deceptive statement and will not make any product performance or attribute claims about JustFab products or services (Talent may express opinions, but won't make factual claims about the products or services); and
 - iv. will ensure that all statements accurately reflect only their honest, current opinions and beliefs based on personal experience.
- c. **Talent will include required disclosures** and will follow the guidance at: <http://business.ftc.gov/documents/bus71-ftcs-revised-endorsement-guideswhat-people-are-asking>. Talent will exercise their best efforts to perform these Services and will do so in compliance with this Agreement and the Disclosures 101 for Social Media Influencers: https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf.

9. Indemnification. Each party (an “*Indemnifying Party*”) agrees to defend, indemnify and hold the other party and its officers, directors, employees, agents and their respective successors and assigns (collectively, “*Indemnitees*”) harmless against any third party claims against Indemnitees for loss, damage, liability, or expense (including but not limited to reasonable attorneys' fees) (collectively, “*Losses*”) arising out of any acts or omissions of the Indemnifying Party that constitute a material breach of representations or warranties made hereunder, this Agreement, or amount to gross negligence or willful misconduct. In addition to the foregoing, Talent hereby indemnifies, defends and holds harmless Company and its Indemnitees from any and all Losses arising out of or in connection with the Promotion materials and content that is the subject matter of this Agreement, including but not limited to misappropriation or infringement claims of third party intellectual property rights. The Indemnifying Part will have no obligation under the Section as to any such claim unless: (i) the Indemnifying Party is notified of it promptly; (ii) the Indemnifying Party has sole control of its defense and settlement; and (iii) the Indemnitees provide reasonable assistance in defense and settlement of any such claim.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL JUSTFAB BE LIABLE TO TALENT FOR ANY CLAIM (WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE) FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF JUSTFAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES, AND EXPENSES ARISING IN ANY WAY FROM THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID HEREUNDER.

11. Term. The term of this Agreement shall begin on the Effective Date and shall continue until the end of the Promotion Period and subject to JustFab' right to renew this Agreement. Either Party may terminate this Agreement if the other Party materially breaches its obligations under this Agreement and if such material breach has not been cured within ten (10) business days after written notice to the breaching Party or if the material breach cannot be cured.

JustFab may terminate this agreement at any time upon the happening of any one or more of the following events (each, a **“for cause event”**):

- (a) Fraud or other gross misconduct by Talent, including but not limited to arrest, criminal investigation or the conviction of any felony.
- (b) Talent’s death, temporary disability, permanent disability, temporary injury or permanent injury.
 - (i) If Talent becomes physically or mentally incapacitated during the Term, including in the case of Talent’s pregnancy, Company may elect to: (1) terminate the Term by delivery of a written notice (such termination to be effective as of the termination date set forth in such notice) after it is determined that Talent is physically or mentally incapacitated; (2) roll over any unused Service Days; or (3) extend the Term by the time period in which Talent is unavailable, up to a maximum of one year; provided, however, that in the case of Talent’s pregnancy during the Term, only subsections (2) and (3) above shall apply. For the avoidance of doubt, the parties agree that Talent’s pregnancy during the Term shall not constitute a breach for purposes of this Agreement. As used in this Agreement, “physically or mentally incapacitated” shall mean Talent’s physical, mental or emotional inability to perform the services described herein as determined by a physical mutually selected by the parties, which inability shall continued for three (3) consecutive months or more.
- (c) Talent’s public conduct or publicly reported private conduct has placed the Company in an embarrassing or compromising situation that materially and adversely effects the Company and/or Brand (i.e. if Talent commits any act of moral turpitude which can reasonably be considered to bring Talent, and/or the Company into public disrepute, contempt, scandal, or ridicule or which shocks, insults, or offends the community).
- (d) Talent’s repeated failure to perform the Services in accordance with the terms of this Agreement and such breach or failure to perform the Services has not been cured within ten (10) business days after Talent receives written notice of such failure from Company setting forth the specific details of such failure.

If the Agreement is terminated for cause, Talent shall have no right to any compensation, royalty or merchandise credit not yet paid or used.

12. Effect of Expiration or Termination. Upon expiration or termination of the Agreement for any reason, except for material breach by Company, Company shall have the right to use online advertisements without the payment of any additional compensation or royalties as provided for herein, as follows: (i) for a period of ninety (90) days to phase out Company’s use of the Talent’s name, image, likeness, autograph, performance, or voice in online advertisements (the **“Phase Out Period”**).

13. Ownership. The Parties acknowledge and agree that all results and proceeds of Talent’s services hereunder shall be considered a “work made for hire” (as defined under the U.S. copyright laws) on behalf of the Company. Accordingly, the Company shall be deemed the sole and exclusive owner of all right, title, and interest in the Content in perpetuity, including all copyrights, moral rights and other proprietary rights of any kind relating thereto. In the event that it should be determined that any such components of the Contents are not deemed to be a work made for hire, Talent will and hereby does assign, convey and transfer to the Company all right, title, and interest that Talent may possess in and to such Content, including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Talent shall take such steps as are reasonably necessary to enable the Company to perfect and record such assignment. The Company, in the exercise of its reasonable discretion, may add to, subtract from, modify,

edit, mix, re-mix, arrange, revise and/or adapt all or any part of the Content in connection with the foregoing uses.

14. No Guild Jurisdiction. Talent understands that the Company's obligations to Talent under this Agreement, and the services of Talent and the rights granted by Talent hereunder are not subject to any collective bargaining agreement with any union or guild. Talent therefore understands that no collective bargaining agreement grants rights separate from or supplemental to this Agreement, and Talent is not entitled to receive any compensation in connection with the Promotion outside the terms of this Agreement. Notwithstanding the foregoing, if any union or guild requires the Company to make any additional payments as a result of any services provided by Talent hereunder, such payments shall not be in addition to any sums otherwise owed to Talent hereunder (and shall reduce any such amounts). In addition, Talent agrees to indemnify and hold the Company and its affiliates and its and their officers, directors, shareholders, investors, employees, representatives and agents harmless from and against any and all claims, costs or expenses from any applicable union or guild related to Talent's performance of services under this Agreement or in connection with the Promotion pursuant to this Agreement.

15. Social Responsibility. Talent acknowledges and agrees that a material inducement for the Company to enter into this Agreement is Talent's positive reputation in the consumer marketplace. As such, Talent hereby agrees that (a) Talent owes a duty to the Company and its members to act in a socially responsible and upstanding manner; and (b) it shall constitute a material breach of this Agreement if Talent is charged with a felony involving an act of moral turpitude (including, without limitation, driving under the influence) or Talent brings Talent, the Company or any of its members into public disrespect, scandal or ridicule.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof. Each party consents to the exclusive venue of the courts of Los Angeles County, California, for resolving any disputes, claims or actions arising out of this Agreement, and waives any objection to venue in such courts.

17. Entire Agreement. This Agreement (including EXHIBIT A) constitutes the entire agreement between the parties regarding the Promotion and the promises stated herein shall be the only obligations of the parties to each other in connection therewith.

18. Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

19. General. This Agreement shall not be modified or amended except in writing signed by the authorized representatives of each Party. Each provision of this Agreement shall be considered separable, and if for any reason any provision that is not essential to the basic purpose of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid. Talent and JustFab are independent contractors. Neither party will have the right, power or implied authority to create any obligation or duty on behalf of the other party. Neither party shall issue any press release or other public announcement regarding this Agreement without the express written consent of the other party. This Agreement may be executed in counterparts, each of which shall be an original and together which shall constitute one and the same instrument. Facsimile signatures hereto shall constitute originals for all purposes.

[Signature Page Follows]

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

JustFab, LLC:

Print Name:

Title:

Signature: _____

Address: 800 Apollo St.

El Segundo, CA 90245

Talent:

Print Name: Nicole Weisman

Title: Influencer

Signature: *Nicole Weisman*

Address: 7275 Murdy Circle

Huntington Beach, CA 92647

EXHIBIT A

Partnership Terms

1. Talent: Nicole Weisman
2. Promotion Period: July 1, 2020 - September 30, 2020
3. Talent Promotion
 - a. Footwear Exclusivity
 - i. Talent shall exclusively wear JustFab footwear in all social media postings during the Promotion Period and shall refrain from endorsing, tagging or otherwise promoting competitive footwear brands within two (2) days before and after Talent's social posts go live. These competitors include, but are not limited to, DSW, FashionNova, Forever21, PrettyLittleThing, Steve Madden, BooHoo, Revolve, Lulu's, H&M, Zara, Target Footwear. JustFab may update this list of excluded competitors on a monthly basis.
 - b. Social Media Requirements
 - i. Talent shall make a series of posts and stories to support JustFab across Talent's social media sites.
 1. Talent shall submit all Content for approval within five (5) days of receiving the product from Company.
 - a. JustFab reserves the right to one round of approval (one (1) reshoot per deliverable) if Content is not mutually agreeable.
 2. Posts to be made at a mutually agreed upon date/time.
 3. Posts shall be made across Instagram.
 4. Stories shall be made across Instagram.
 5. In the event Talent begins using another new social media platform such social media platform may be added as a required social media platform, at the Company's discretion.
 6. Posts shall be downloaded in its raw form without filter, text, giphys, etc.
 - ii. Talent shall not post about footwear from a competitive company or company with similar products as Brand within two (2) days before and after Talent's social posts go live as obligated hereunder or of the launch of the collection.
 - iii. Static Post: Talent shall make two (2) JustFab-dedicated post per month (six (6) total) during the Promotion Period tagging and @ mentioning JustFab and including brand and FTC hashtags and a link to a personalized JustFab landing page.
 1. FTC: #JustFabPartner Such disclosure shall be visible without having to click the "more" option
 2. For Instagram posts, JustFab' landing page link to appear in Talent's bio for a minimum of twenty four (24) hours.
 - iv. Talent agrees not to make any sponsored or product-focused stories in the twenty-four (24) hours surrounding the JustFab dedicated story but shall not otherwise be limited to posting other stories.
 - v. Stories: Talent shall post two (2) dedicated story per month (six (6) total) during the Promotion Period with a minimum of three (3) frames with a swipe up link to personalized JustFab landing page in every frame.
 1. Each story must include approved brand tags or hashtags.

2. Each story must include FTC compliant hashtag #JustFabPartner
 3. Talent must verbally state her relationship with JustFab in each story.
 4. Talent must mention provided talking points in her own words if applicable.
 5. Talent agrees not to make any sponsored or product-focused stories in the twenty-four (24) hours surrounding the JustFab dedicated story but shall not otherwise be limited to posting other stories.
 6. Each story must include approved brand tags or hashtags.
 - a. #JustFabPartner @Justfabonline
 7. Talent must verbally say messaging such as: “Swipe up to get [first pair \$10] when you become a VIP” when talking about a new VIP offer or “swipe up to view my JustFab picks.”
- vi. It is understood and agreed that JustFab-dedicated posts on Talent’s social media platforms shall not mention or tag any other brands.
- c. Disclosures:**
- i. VIP membership language**
 1. If Talent talks about the introductory offer (ie, [first pair for \$10]), Talent shall include “When you join/sign up/become VIP.”
 2. “New VIP Member Offer” How our VIP Membership Works: VIP members have the choice to shop or skip the month. If VIPs need more time to shop or have decided not to purchase, they must click the “Skip the Month” button in their boutique by the 5th of each month to avoid being charged on the 6th for a member credit. VIPs can “Skip” as many months as they want. The VIP Membership can be canceled at any time by calling our Member Services Team.
 - ii. All JustFab-dedicated posts shall include #JustFabPartner in the caption or other disclosure in accordance with FTC guidelines. All JustFab-dedicated video shall include #JustFabPartner (or similar hashtag) and a verbal disclosure in accordance with FTC guidelines.
 1. In the event Talent incorrectly displays or omits the JustFab link, @JustFab tag or required FTC hashtag, Talent shall, at the Company’s request, promptly edit such link, tag or hashtag (as soon as possible but Talent shall use good-faith efforts to make such edit within six (6) business hours of the Company’s request). In the event Talent tags, endorses or otherwise promotes other brands or competitive products in any stories or posts, including JustFab-dedicated stories or posts, Talent shall, at the Company’s request, either promptly edit and/or remove such stories or posts (as soon as possible but Talent shall use good-faith efforts to make such edits/removals within six (6) business hours of the Company’s request). Any stories or posts that are removed pursuant to this Section shall not be deemed to fulfil the posting requirements above.
- d. Content Rights**
- i. In addition to Talent’s social media obligations above, Talent shall provide five (5) additional pieces of original and unique content for Company use including boomerangs and images per month during the Promotion Period.
 - ii. During and after the Promotion Period, Talent shall permit JustFab to have the unrestricted right to use, for any business, non-business, corporate, internal reporting or other purpose in its sole discretion, all content created by Talent

(including but not limited to photos, videos and boomerangs) in which Talent endorses, tags or otherwise promotes JustFab.

- iii. During and after the Promotion Period Talent shall not delete any social media posts created hereunder without the prior written approval of JustFab.
 - e. Ad Permission
 - i. Talent shall give JustFab reasonably easy access to any such content as well as to any of Talent's social media platforms and audiences, including but not limited to YouTube, in order to purchase sponsored posts targeting its followers and promoting the Company and its Products.
 - 1. Talent shall grant access no later than 3 days after being prompted.
 - ii. Talent shall authenticate social media platforms via CreatorIQ to allow JustFab to obtain necessary social media metrics.
 - 1. Authentication gives JustFab read-only access to Insights data. Information will never be published externally without Talent's written permission.
 - 2. This does not grant permission to log in to Talent's account. CreatorIQ will never post on Talent's behalf, follow pages or like content.
4. Talent Compensation
- a. JustFab shall provide free JustFab product during the Promotion Period.
 - b. JustFab shall pay Talent, upon Talent's completion of monthly deliverables, Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$3,333.33) net 45 days of each month during the Promotion Period, commencing in July 2020.