

Agreement for a Commercial Co-venture Program

This Agreement for a Commercial Co-venture Program ("**Agreement**") is made as of October 10, 2022 ("**Effective Date**") by and between The American National Red Cross ("**Red Cross**") and SocialSweet, Inc. dba Sweet ("**Donor**").

1. **Program Description.** In consideration of the right to use the Red Cross name and logo in **Schedule A ("**Red Cross Marks**")** as provided herein, Donor will conduct a charitable program ("**Program**") advertising that it will sell certain goods or services ("**Product(s)**") and donate a specific dollar or percentage of the purchase price thereof ("**Donation(s)**") to Red Cross. Program details, including dates of operation not to exceed two (2) months (the "**Program Period**"), the geographic area within the United States and its territories in which it will be offered ("**Territory**"), and any minimum and/or maximum Donation amount(s), are set forth in **Schedule B**. Donor shall pay all expenses of the Program, including but not limited to the costs of remitting Donations, and creating, disseminating and publishing advertising and marketing materials to promote the **Program during the Term ("**Program Materials**")**.

2. **Term, Termination, and Survival.** This Agreement begins on the Effective Date and expires ninety (90) days after the Program Period ends ("**Term**"). Either party may terminate the Agreement sooner by giving the other party ten (10) business days' notice thereof. Sections 3, 7, 8 and 11 shall survive expiration or termination of the Agreement. All licenses granted herein shall terminate immediately upon expiration or termination of the Agreement.

3. **Remittance, Reporting and Recordkeeping.** Donor shall send 100% of the Donations to Red Cross by check made payable to "American Red Cross" and mailed to American Red Cross, P.O. Box 37864, Boone, IA 50037-0864 or by wire transfer as directed below, within thirty (30) days after the Program Period ends, or, if the Program Period lasts longer than thirty (30) days, on a monthly basis following its first thirty (30) days. Final payment shall include an accounting of total Product sales and the resulting Donations, certified as accurate by an authorized representative of Donor, sufficient to enable Red Cross to determine that the representations made to the public on its behalf have been adhered to accurately and completely and to prepare any periodic reports which either party may be required to file in connection with the Program. Donor shall keep records of the Program for three (3) years after this Agreement's expiration or termination, which Red Cross, upon reasonable prior notice, may review at a time and place as mutually agreed.

Wire Transfer Instructions	
Account Name:	American National Red Cross
Bank Name:	Wells Fargo Bank
Location:	420 Montgomery, San Francisco, CA 94104
ABA Number:	121000248 (For Fed Wire and ACH transfers)
Account Number:	4945704518
Reference:	<i>[Include name & designation, up to 80 characters]</i>

4. **Red Cross License Grant.** Subject to Donor's compliance with all terms of this Agreement, Red Cross grants Donor the following licenses in association with the Program:

- a. **Trademark License.** Red Cross grants Donor a limited, non-exclusive, non-transferable and non-assignable license to use the Red Cross Marks in the Territory solely in the Program Materials for the purpose of promoting the Program to the public during the Program Period, provided that Donor must obtain Red Cross' prior written approval of all Program Materials before any public dissemination or distribution. Donor's use of the Red Cross Marks is subject to the following restrictions and limitations: (i) Donor shall not use the Red Cross Marks on any Product; (ii) Donor shall not state or imply that its use of the Red Cross Marks indicates Red Cross' sponsorship or endorsement of Donor or of Donor's business, products or services; (iii) Donor shall not use the Red Cross Marks in any manner that

would reflect adversely upon the Red Cross or the Red Cross Marks, in the sole discretion of the Red Cross; (iv) Donor shall not modify the Red Cross Marks in any way; and (v) Donor's use of the Red Cross Marks must be consistent with the Brand Standards guidelines available at www.redcross.org/brand, which may be updated from time to time.

b. Copyright License. From time to time, Red Cross may provide Donor with photo or video or other materials subject to copyright protection owned by or licensed to Red Cross ("**Red Cross Copyrighted Materials**"). Red Cross grants Donor a limited, non-exclusive, non-transferable and non-assignable license to reproduce, publicly display, publicly perform and distribute the Red Cross Copyrighted Materials in the Program Materials in the Territory consistent with the terms of this Agreement and all additional terms conveyed to Donor by Red Cross. Red Cross Copyrighted Materials shall not be modified, archived, or used in a misleading manner or for any other purpose other than expressly licensed herein.

c. General Terms. The Red Cross Marks and Red Cross Copyrighted Materials, including without limitation derivative works (collectively, the "**Red Cross IP**"), are and shall remain the property of Red Cross and Red Cross retains all rights in the Red Cross IP and Donor's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Donor's use of the Red Cross IP shall only be for the limited purpose of informing prospective purchasers of the amount of the purchase price that will be donated to Red Cross, and otherwise describing the mission, purposes, and activities of the Red Cross, in association with the Program. The licenses granted under this Agreement expire automatically at the end of the Term or, if this Agreement is terminated before expiration of the Term, upon such early termination. Red Cross reserves all rights not expressly granted herein. Donor shall not take any action that would impair the rights of the Red Cross in the Red Cross IP, and Donor has no authority to take any action to enforce any right in the Red Cross IP against any party.

5. Program Materials. Donor will submit Program Materials for review and written approval at least one (1) week before release or publication. Program Materials shall accurately describe the Program in a transparent and non-misleading manner. Without limiting the foregoing, Donor will include in all Program Materials the consumer disclosures set forth in **Schedule C** and any appropriate attribution in association with the use of any Red Cross Copyrighted Materials. Any Program Materials that incorporate any Red Cross IP which are not explicitly approved by Red Cross in writing (email being sufficient) shall be deemed disapproved.

6. Compliance. Each party will comply, at its own expense, with all applicable laws and regulations, including any obligation to register, post bonds, or take other actions under state law. This Agreement is cancelable by Red Cross in the State of New York for fifteen (15) days after the Effective Date by sending written notice of cancellation to Donor with duplicate notice to: State of New York, Office of the Attorney General, Charities Bureau, 28 Liberty Street, New York, NY 10005. If the Program will be conducted within Georgia, New Hampshire, New Jersey, North Carolina, and/or South Carolina ("**SC**"), Ga. Code Ann. § 43-17-1 *et seq.*, N.H. Rev. Stat. Ann. § 7:28-d, N.J. Stat. Ann. § 45:17A-18 *et seq.*, and N.C. Gen. Stat. § 131F-18 may apply, and the estimated number of Products to be sold in the Program and Donor's SC registration number are set forth in Schedule B.

7. Representations and Warranties. (a) Red Cross represents and warrants that: (i) it shall use 100% of the Donations to fulfill its charitable mission; (ii) it has received a determination from the Internal Revenue Service classifying it as a publicly supported organization under sections 509(a)(1) and 170(b)(1)(a)(vi) of the Internal Revenue Code; (iii) it has the full right and authority to enter into this Agreement; and (iv) the approved use of the Red Cross IP as contemplated hereunder does not constitute any infringement or violation of third parties rights. (b) Donor represents, warrants and covenants that: (i) it has the full right and authority to enter into this Agreement; (ii) it is in compliance with all U.S. economic sanctions, anti-terrorism laws and anti-money laundering laws; (iii) it has not used any child, indentured or forced labor or unauthorized workers in any activity relating to the Product and/or Program; (iv) it has assessed and will comply with applicable regulatory requirements within the Territory; (v) it will not raise the retail price of the Product(s) solely as a result of the Program; (vi) the Product(s) will be of good quality, free of defects in design, materials and workmanship, and in compliance with all applicable laws; (vii) if applicable, any guaranteed minimum and/or maximum Donation amount(s) are based upon a reasonable, good faith estimate of the anticipated sales of the

Product(s) within the Territory during the Program Period; and (viii) it has obtained and will maintain all necessary intellectual property rights, licenses and releases, including copyright, trademarks and publicity rights, in content it includes in Product(s) and in the Program Materials.

8. Indemnification. (a) Each party will indemnify, defend, and hold harmless the other party and its chartered units and other operating units, and each of their respective governors, officers, directors, trustees, employees, volunteers and agents ("Indemnitees") from and against any third-party claims, losses, actions, demands, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees), and liabilities of every kind and character whatsoever, including, without limitation, any government action, investigation, or inquiry ("Claims"), arising out of or in connection with: (i) any negligent action or willful misconduct by the indemnifying party or any of its officers, directors, employees, or agents in connection herewith; and (ii) the inaccuracy or breach by the indemnifying party of any of the covenants, representations, and warranties made herein. (b) Donor further agrees to protect, defend, indemnify and hold harmless the Red Cross Indemnitees from and against any and all third-party Claims as a result of or in connection with: (i) the Product(s), including but not limited to their design, manufacture, distribution, promotion, advertisement and/or sale; and (ii) any alleged infringement or infringement by Donor and its agents, assigns, contractors, directors, employees, officers, subcontractors, successors or suppliers of any patent, trademark, copyright, publicity right, or other intellectual property right or trade secret of a third party as it relates to the products and services of Donor, the Product(s) and/or the Program Materials (excluding any Red Cross IP to the extent used by Donor as authorized herein). (c) Each party will give the other prompt notice of a Claim. The indemnifying party shall have the right to control the defense of the Claim. The indemnified party may participate in the defense at its own expense.

9. Relationship of Parties. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

10. Notices. All notices shall be in writing, delivered to the addresses in Schedule B, and effective when received.

11. Miscellaneous. This Agreement: (a) constitutes the entire agreement between the parties with regard to its subject matter; (b) may not be amended, modified or any of its terms or conditions waived absent a writing signed by both parties; (c) will be governed by the internal laws of the District of Columbia, without regard to principles of conflicts of laws; (d) may not be assigned, subcontracted or in any way transferred, in whole or in part, without the prior written consent of both parties; and (e) contains provisions which are severable, and if any provision or portion thereof is determined to be unenforceable, the remaining portions shall remain in full effect.

THIS AGREEMENT DOES NOT REQUIRE A MANUAL SIGNATURE. BY CHECKING AND COMPLETING THE SECTION BELOW AND RETURNING IT AS AN ELECTRONIC FILE TO RED CROSS, DONOR SIGNIFIES ITS ASSENT TO THE TERMS HEREIN. RED CROSS WILL ACKNOWLEDGE RECEIPT AND ITS ASSENT BY RETURNING THE COMPLETED DOCUMENT VIA ELECTRONIC MESSAGE. THE PARTIES AGREE THAT AN ELECTRONIC VERSION HEREOF, FULLY EXECUTED, SHALL SUFFICE AS THE LEGAL DOCUMENT EVIDENCING THE AGREEMENT.

I, James Kurz, CFO of SocialSweet Inc. dba Sweet, agree to the terms above on October 17, 2022 Digitally signed by 10/18/2022
James Kurz
713A07AEF4420D48A00D349F10DCE481

I, Name of Becky Sendrow, agree to the terms above on behalf of the American Red Cross on Click or tap to enter a date. *Becky Sendrow* 10/18/22

I, Name of Selma Bohl, agree to the terms above on behalf of the American Red Cross on Click or tap to enter a date.

713A07AEF4420D48A00D349F10DCE481::Selma.a.Bohl@redcross.org:https://AWDVS.redcross.org/DeviceServices:mf6r13Jq::ARC-WS-CORP-WEST
Digitally signed by 713A07AEF4420D48A00D349F10DCE481::Selma.a.Bohl@redcross.org:https://AWDVS.redcross.org/DeviceServices:mf6r13Jq::ARC-WS-CORP-WEST DN: cn=713A07AEF4420D48A00D349F10DCE481::Selma.a.Bohl@redcross.org:https://AWDVS.redcross.org/DeviceServices:mf6r13Jq::ARC-WS-CORP-WEST Date: 2022.10.18 14:19:26 -0400

SCHEDULE A
Red Cross Marks

Red Cross Copyrighted Materials:

Photographs, videos and/or other materials as may be provided by Red Cross during the Term.

Red Cross Marks:

**American
Red Cross**

American Red Cross

Red Cross Marks (logos):



**American
Red Cross**



American Red Cross



**American
Red Cross**

SCHEDULE B
Program Details

I. Contact Information

For Red Cross:

Becky Sendrow
Senior Director, Celebrity & Entertainment
American Red Cross
430 17th St NW
Washington, DC 20006
856-261-1268
Becky.Sendrow@redcross.org

For Donor:

NAME Lauren Summerford
TITLE Director, Partnership Accounts
FULL NAME OF DONOR: SocialSweet Inc dba Sweet
ADDRESS 30 W Park Place
CITY, STATE ZIP Morristown, New Jersey 07960
PHONE 615-972-2748
EMAIL lauren@sweet.io

II. Program Donation

Minimum Donation = N/A
Maximum Donation = N/A

III. Program Period

October 18, 2022 to Insert Month and December 18, 2022

IV. Program Territory

The United States and Its Territories

Donor is authorized to use Red Cross IP solely and exclusively in the Territory, on the understanding that the Red Cross IP may be used on the internet and other media which may be accessible outside the Territory. In no event shall Donor use the Red Cross IP in a manner that targets any market or public outside the Territory.

V. Program Description

Company will donate to the American Red Cross 90% for every specially designed non-fungible token ("NFT") sold on the Sweet NFT platform during the Program Period. Donor will provide Red Cross with a sample of the Program Materials one (1) week in advance for review and approval. Advertising and sales of the Product will be through describe distribution channels (i.e., retail channels, online, etc.).

VI. Estimated Product/Action

The estimated number of Products to be sold is 10,000.

VII. Marketing Activities

During the Term and in support of the Program, subject to Red Cross' approval as set forth in Section 4 of the Agreement, Donor agrees to engage in the following promotional activities:

Display on Donor marketplace, display on Donor social media, display in emails to Donor users

SCHEDULE C
Required Consumer Disclosures

Donor acknowledges that Red Cross complies with the fundraising standards of voluntary organizations such as the Better Business Bureau® Wise Giving Alliance, and agrees to include the following disclosures within all Program Materials.

SocialSweet Inc dba Sweet will donate to the American Red Cross 90% of the purchase price of each Digital Collectible from October 14, 2022 to February 14, 2022. This purchase is not tax deductible.

SocialSweet Inc dba Sweet is helping people affected by Hurricane Ian. This gift enables the Red Cross to prepare for, respond to and help people recover from this disaster. The American Red Cross name and logo are used with its permission, which in no way constitutes an endorsement, express or implied, of any product, service, company, opinion or political position. The American Red Cross name and logo are registered trademarks owned by the American National Red Cross. The American Red Cross is a 501(c)(3) charity. For more information, please visit redcross.org.