



Agreement Prepared For

Mamitas Hard Seltzer

Reference: Upcoming Crowdfunding Launch

This Agreement is entered into on _____ as of the date of last signature and is between Ideazon and Mamitas Hard Seltzer (“Client”) (collectively the “Parties” and individually each a “Party”).

Client intends to engage Ideazon to conduct a digital marketing campaign with the goal of maximizing the exposure and funds raised for Client’s upcoming crowdfunding project.

The following marketing services will be performed by Ideazon and delivered to Client during the 4 phases of pre-launch, launch, and post launch for the crowdfunding campaign:

1. Test Marketing (60+ Days)

- A. Identify Key Target Markets For Mamitas Hard Seltzer
- B. Test Marketing & Crowdfunding Feedback
- C. Build Interest For The Launch
- D. Create An “Interest List” Of Emails From Potential Backers

2. Create Your Offer

- E. Develop Detailed Marketing Assets
- F. Create A Compelling Crowdfunding Project Page For Mamitas Hard Seltzer
- G. Crowdfund Video Editing & Production For Mamitas Hard Seltzer Project
- H. Optimize Crowdfund Pricing/Rewards Strategy For Mamitas Hard Seltzer

3. Generate Traffic And Exposure (30 Day Project Run Time)

- A. Launch & Execute Marketing Plan
- B. Facebook Advertising
- C. Social Media Promotion
- D. PR Outreach
- E. Influencers
- F. Ideazon™ Backer & Affiliate Network

4. Post Funding Phase (Optional)

- G. Manage Backer Engagement
- H. Advise On Best Fulfillment Strategies
- I. Develop “Next Level” Strategies For Mamitas Hard Seltzer
- J. Grow Customers, Brand Awareness, And Distribution Partners

Crowdfunding Services Offer - Terms:

Ideazon receives **10%** Share on Tracked Net Sales they generate for the crowdfunding campaign, after all platform fees.

▪ Founder Contribution: **\$14,000**

Payments:

-Ideazon staff from our accounting department (staff@ideazon.com) will send you an itemized invoice with the payment information needed to complete the secure payment transfers. The invoices will be based on the costs outlined in this agreement.

-Initial deposit of only \$7,000 is required by August 6th, 2020 to confirm the schedule for your project's marketing. The remaining balance will be due before the final launch and after all prior work is approved by Client. This guarantees that your crowdfunding pre-launch marketing and final launch will be scheduled with our team accordingly.

-Commissions of 10% of the tracked net sales we generate only if your crowdfunding project is successfully funded. Commissions are payable to us via check or bank transfer within 10 business days after you successfully receive the funds from crowdfunding. *This is the part where everyone is the happiest, when the funds are in hand!*

-All work must be approved by Client before the final launch.

-No additional contributions or fees will be required within the scope and terms of this agreement.

Client & Ideazon agree to all the terms stated within this document by signing below.

Client: Mamitas Hard Seltzer

Ideazon™

Signature:

Signature:

M. Green

Date: _____

Date: 08/03/2020

By: Agustin Garcia

Authorized by: Co-Founder Matt Green, &
on behalf of managing members.

Continued below....

General Terms and Conditions

1. Fees and Expenses. All payments are due via bank wire as outlined above in the schedule of fees. Marketing fees are billed in advance for the upcoming project launch. The total invoice will be \$14,000. All fees are imposed only on a one-time basis.

2. Term and Termination

a. The term of this Agreement shall commence on the date of signing this Agreement by both Parties. The term for the ongoing marketing campaign will begin on the date Client pays the initial deposit and shall continue until Client elects to end the crowdfunding project. The crowdfunding launch date can be extended or postponed free of charge in the event that there are any unforeseen delays with the product, manufacturing, or other events.

b. Client may terminate this Agreement at any time. Upon termination, paid fees and deposits are not refundable for completed services, however no additional fees will apply. Subject to the preceding sentence, neither party in such case shall have any claim as against the other arising solely from such termination (including, without limitation, any claim based on delay, lost profits, or loss of opportunity), all such claims having been deemed waived.

3. Warranties. Ideazon will use commercially reasonable efforts to provide services in accordance with industry standards. IDEAZON DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS AND FITNESS FOR A PARTICULAR PURPOSE. IDEAZON SPECIFICALLY DOES NOT PREDICT NOR GUARANTEE ANY PARTICULAR FUNDING RESULTS FROM THEIR SERVICES.

4. Platform Responsibility. Platform includes, but not limited to, all of the Client's website, content management system, blog, web applications, and any other digital asset owned by Client. Client shall remain solely responsible for the operation, privacy, security, accuracy, speed, content and operations of the Platform and the business transactions related to the Platform, and shall indemnify, defend and hold Ideazon harmless from any and all claims, actions, damages, costs, expenses, attorneys' fees and other liabilities arising from and relating to such matters.

5. Confidentiality

a. Each Party acknowledges that it will have access to certain confidential information owned or

properly possessed by the other Party concerning the other Party's business, plans, customers, technology and products, and the terms and conditions of this Agreement ("Confidential Information"). Confidential Information includes, but is not limited to: descriptions, business plans, software, pass codes,

internet designs, test data, other data, reports, recommendations, marketing plans, advertising material, customer lists, business records, projections, products, product information, financial information, other plans or proposals, proprietary information and any other information disseminated by one Party to the other to further the purpose of this Agreement and the performance thereof, which is reasonably marked or identified as "Confidential", "Proprietary" or the like.

b. Information is not confidential if it is (a) already known or independently developed by the receiving Party; (b) in the public domain through no wrongful act of the receiving Party; or (c) received by the receiving Party from a third party who was free to disclose it.

c. Each Party promises and hereby agrees to hold Confidential Information of the other party in strict confidence; to use such Confidential Information only for the purposes of carrying out this Agreement; to only disclose such Confidential Information to those of its officers, employees and agents as are necessary to carry out the purpose of this Agreement; and not to disclose any such Confidential Information to third parties without the other Party's prior written approval. Client further agrees that they will not, at any time in the future, make any critical or disparaging statements to any third parties (including, without limitation, any print or broadcast media) about the Ideazon, or any of its products, services, employees, or clients, unless such statements are made truthfully in response to a subpoena or other legal process.

6. Excused Delays in Performance. Ideazon shall not be liable for any delay of performance due to causes beyond its reasonable control. This includes but is not limited to: acts of God, fires, floods, terrorist acts, delays associated with adjustments needed to comply with search engine algorithms or inclusion guidelines, the arrival of new competitor sites, or the significant modification of the Platform by Client. The time for completing the performance that has been delayed shall be extended by a period equal to the delay so caused.

7. Acknowledgement. Client understands and agrees that there are many factors involved in achieving success in digital marketing and crowdfunding, many of which are outside the reasonable control of Ideazon; (i) by signing this Agreement, Client has committed to implementing Ideazon's recommendations and strategies.

8. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, LOST FUNDING, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF DATA, INTERRUPTION OF THE OTHER PARTY'S BUSINESS OR ANY OTHER DAMAGE THAT IS INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY AND/OR DAMAGES. WITHOUT LIMITING THE FOREGOING, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO IDEAZON HEREUNDER.

9. Dispute Resolution. All unresolved controversies or claims arising hereunder, whether in contract, tort or statutory, shall be determined by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be in Riverside County within 10 miles of the historic courthouse in Riverside, CA United States of America. The Parties each hereby consent to the jurisdiction of the State of California in the venue of Riverside county for this purpose. Any court having jurisdiction over the matter may enter a judgment upon the award of the arbitrator. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs

and arbitration fees. 'Costs and fees' mean all reasonable pre award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out of pocket expenses such as copying and telephone, court costs and witness fees. Each party shall bear their own attorneys' fees.

10. No Solicitation of Employees. Each Party acknowledges that the other Party has invested substantial time and effort in assembling and training its staff of personnel, and that the loss of other Party's employees disrupts, damages, impairs and interferes with the other Party's business. Therefore, each Party agrees that during the term of this Agreement and for a period of two (2) years after the end of this Agreement, it will not directly or indirectly induce or solicit any employee of the other Party to leave his or her employment with the other Party. Nothing in this Agreement shall, however, restrict the right of either Party to (i) solicit or recruit generally in the public media or (ii) hire an employee of the other Party who answers any public advertisement without initially having been personally solicited or recruited by the hiring Party.

11. Ideazon Marketing. Ideazon reserves the right to publish Client's name, logo, and a case study of this project in its portfolio subject to Client's approval.

12. Website Ownership. All assets delivered to Client under this Agreement will be owned by Client. Specifically, after transfer of Website to a live environment, Client shall own the domain, images, content, and any optimization work that is implemented on the Website.

13. General Provisions. This Agreement (a) does not create any agency, partnership or joint venture; (b) embodies the entire understanding between the Parties pertaining to the subject matter hereof, and any additions or modifications to this Agreement must be made in writing and signed by both Parties; (c) is not assignable or delegable in whole or in part without the written consent of the Parties; (d) shall inure to the benefit of and be binding upon the Parties, their successors, and permitted assigns; (e) cannot be waived by failure to enforce any provision hereof, except in writing; (f) may be signed in counterparts; (g) shall be construed according to the laws of the state of California, USA, without giving effect to its conflict of laws provisions and (h) shall be construed as severable, so the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions of this Agreement.