

Miz In-No-cent Nails, Inc & Miley Ray Cyrus

Product Endorsement Agreement

The Endorsement Agreement (the "Agreement") is made and entered into as of June 1, 2019 by and between *Miz In-no-cent Nails, Inc.*, a Delaware corporation ("MIN"), and *Miley Ray Hemsworth* best known as, and will be referred to as *Miley Ray Cyrus* ("Artist"), each or both referred to as "Party" or "Parties," through their persons or entity that directly or indirectly through one or more intermediaries, controls or is controlled by the named Party hereafter. Both Parties agree in order to set forth the terms of Artist's engagement by MIN to endorse MIN and its Product. MIN desires to obtain the right to use the name, likeness and endorsement services of Artist in connection with the advertisement, promotion, and business of MIN's new line of nail polish, "No Boundaries."

DEFINITIONS

The following terms shall be defined in the Agreement as follows:

- (a) Term or Duration: The Contract and or Agreement between MIN and Artist, that shall last for one calendar year, June 1, 2019 to May 31, 2020 ("Term"). Unless otherwise specified or terminated, an option to extend the provisions of this Agreement, will arise on December 15, 2019.
- (b) Product: Miz In-no-cent Nails, Inc.'s new nail-polish line "No Boundaries," will cover any current and future modifications and inclusions to such sub-products under this name, such as colors and textures ("Product"). It will be promoted by Artist and include

compensation and promotional fees through MIN, and developed, produced, owned, distributed in whatever way, by MIN during the Term.

(c) Competitor or Competition: Any business entity that competes with MIN indirectly or directly, in the area of nail product or colorings (“Competitor” “Competition”).

(d) The Public: Those outside of the Artist’s supportive and generally accepting fanbase, referring to any situation or occurrence which may reflect unfavorably upon MIN or those associated with MIN or its products.

(e) “\$” shall mean the lawful currency of the United States of America, unless otherwise specified.

(f) Sales: Shall be Worldwide.

(g) Artist Identification: Shall mean any words, symbols, photographic or graphic representations, likeness, name and voice of Artist. In addition, Artist’s signature, statements (written or recorded) combination thereof, songs and nickname which may further identify Artist, are also included.

(h) Confidential Information: Shall mean any information pertaining to the nature and provisions of the Agreement, exchanged between the named Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as (a) follows MIN hereby engages Artist, and Artist hereby accepts and agrees to such engagement on the terms and conditions of this Agreement.

1. APPOINTMENT OF DUTIES AND EXCLUSIVITY

(a) On MINs behalf and under MIN's instruction, Artist will endorse MIN and its Product, as provided herein.

(b) Artist shall make *three* (3) monthly public social media posts on behalf of MIN during the Term hereof at mutually convenient and reasonable times, on the social media platforms currently curated by Artist, and requested by MIN, on behalf of MIN. Artist will be responsible and finalize on all social media postings and descriptors for such social media product advertisements on MIN's requested/preferred platform. If MIN requests Artist to appear at such public engagements and or events, relating to beauty and or fashion, and requesting additional public endorsement from Artist, upon prior and reasonable notification (no later than four weeks prior), Artist will agree, and MIN will be responsible for all arrangements for travel and lodging expenses for Artist and/or will reimburse Artist for travel and lodging reasonably incurred in the course of her making such appearances. Artist shall be provided with superior hotel suite accommodation and additional standard rooms for *two* (2) members of her staff.

(c) Artist will be available to participate in *two* (2) photo, and *two* (2) video sessions during the Term at a mutually convenient time and place, as requested by MIN, for the purpose of taking promotional and endorsement photos, and videos of Artist.

(d) Throughout the Term, MIN will have the exclusive worldwide right, license and privilege to use any Artist Identification for the promotion, advertisement, and endorsement of the Product. The worldwide right of Artist Identification and Product endorsement will extend to additional promotional materials, such as posters, billboards, banners, and the Product webpage on MIN's

website. Such right shall include but not be limited to the use, reproduction, distribution and display of the media produced from the photo and video sessions described in Clause 1(c) above.

(e) In connection with the performance of Product endorsement services other than those specified, Artist will make herself available to MIN for *six* (6) full days during the Term.

(f) Throughout the Term, Artist will wear MIN's Product during any professional appearance, engagements and performances. Artist will not wear any other brand or manufactured nail polish at any time in public other than MIN and its Product. Artist will not wear any Competitor during the Term. This includes trade name, trademark, service mark or logo of the Competitor is visible while Artist is wearing or carrying such products; or a) directly or indirectly promote, advertise or endorse any nail product or colorings of any Competitor, or b) bearing any trademark, trade name or service mark, that appears on products or social media which directly or indirectly compete with any products of MIN.

2. INFRINGEMENT

Should the Artist be found or publicized wearing any nail product and or colorings of the Competition, on behalf of MIN, the Artist may be liable for liquidated damages of 5% of profit loss directly linked to the Artist's conduct and subsequently to Product sales. MIN if the non-breaching Party, may be allowed to set forth an injunction to the Artist and agrees to be liable for MIN's attorneys' fees. If Artist is the non-breaching Party, and should MIN be found to delegate or re-name Artist's branding, image or endorsement under and for a non-Party, for promotional or branding purposes during and after the Term, MIN agrees to be liable for 5% of any gain from

such misconduct, and Artist may be allowed to set forth an injunction to MIN, who agrees to be liable for Artist's attorneys' fees. Neither Party may transfer its rights or delegate or assign any of its obligations set forth under Clause 1, without the prior written consent of the other Party.

3. COMPENSATION AND COMPENSATION TIMING

(a) The Term of this Agreement shall begin on *June 1, 2019* and end at midnight on *May 31, 2020*.

(b) Artist's base compensation hereunder shall be \$98,000, payable in four installments of \$24,500 each on June 19, 2019, July 24, 2019, August 28, 2019, and September 30, 2019. Past due payments (i.e. payments due more than *thirty (30)* days) shall bear an interest rate of one percent (1%) each month. If MIN sees at least 5% regular gain and interest during the term, Artist shall receive additional compensation until the end of the Term hereunder, which shall be determined with references to the observation of the Product and calculated sales. For purposes of this clause, Artist's "Additional Compensation" shall be calculated by the percentage of Product sold, and sale growth by Artist's promotional activities during the Term promoting the Product, during the Term hereof. Artist may elect to have payments due to Artist, made by check, wire or bank transfer. Unless such election is made in writing, all payments shall be made by check, made to the order of Artist or her designated entity, and mailed to *Lashley at Law, 123 None Way Wilmington, DE 19805*.

(c) During the Term, MIN will provide Artist with MIN product as needed, for performance of her promotional duties hereunder, to be conducted during public appearances (i.e. requested

representation of MIN at beauty/fashion conventions, talk show appearances, scheduled concerts and performances), and social media posts. MIN will provide Artist and no more than four members of her immediate family, with MIN's Product during the Term. Artist's family items may be given Product no more than a total of up to \$1,000. Such Product shall be provided as they become available.

4. TERMINABILITY

(a) If, during the Term, Artist a) infringes, b) breaches any covenant contained in Clause 1 above, c) commits any act or becomes involved in any situation or occurrence which brings her into public disrepute, scandal or ridicule, or shocks, offends or endangers the public, and reflecting unfavorably upon MIN or any of its Product, or d) otherwise ceases to promote and endorse MIN and its Product, MIN will have the right to terminate this Agreement, effective upon *ten* (10) calendar days advance written notice to Artist. MIN may elect and notify of a probationary period of *five* (5) calendar days for Artist to set forth self-mitigation.

(b) If during the Term, MIN a) infringes, b) breaches any covenant contained in Clause 1 above, c) commits any act (i.e. unreasonable product release/delay or non-standard Product marketing), or becomes involved in any situation or occurrence which brings public disrepute, scandal or ridicule, or shocks, offends or endangers the public, and reflecting unfavorably upon MIN and those associated with MIN or any of its Product, Artist will have the right to terminate this Agreement, effective upon *ten* (10) calendar days advance written notice to MIN. Artist may elect to induce and notify of a probationary period of *seven* (7) calendar days for MIN to set forth

self-mitigation. If either Party is found to be indicted of criminal charges, convicted of a crime, or the Artist dies while during the Term, the Parties elect for the inducement of Clause 4(d).

(c) If either Party (the “Bankrupt Party”), a) commences or becomes the subject of any case or proceeding under the bankruptcy or insolvency laws; b) has appointed for it or for any substantial part of its property a court-appointed receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official; c) makes an assignment for the benefit of its credits; d) fails generally to pay its debts as they become due; or e) takes corporate action in furtherance of any of the forgoing (“Events of Insolvency”), then in each case the Bankrupt Party shall immediately give notice of such event to the other Party. Whether or not such notice is given, the other Party shall have the right, to the fullest extent permitted under applicable law, following the occurrence of any Event of Insolvency, and without prejudice to any other rights it may have, at any time thereafter to terminate the Agreement, effective immediately upon giving notice to the Bankrupt Party.

(d) If this Agreement is terminated pursuant to Clause 4(b) above, and Artist is found as the breaching Party, Artist will receive none of the compensation not already paid to her under this Agreement, and for *thirty* (30) days following such termination, MIN may continue to use any material or imagery produced under the Agreement without any payment or obligation to Artist. If MIN is found to be the breaching Party, pursuant to Clause 4(b) above, MIN agrees to remove and discharge any promotional imagery of Artist, provided to them under this Agreement.

(e) Upon the event of death of the Artist, the Artist’s surviving spouse is not personally entitled to any further compensation that Artist was subject to during the Term Agreement, but any due

payment may be issued to their Estate, and MIN agrees to remove and discharge any promotional imagery of Artist provided to them under this Agreement.

5. BINDING AGREEMENT

The rights and obligations set forth in this Agreement shall ensure to the benefit of and shall be binding on the successors and assigns of MIN and Artist.

6. TAX IDENTIFICATION & INSURANCE

Artist shall indemnify MIN against all claims, liability and loss in connection with and shall assume full responsibility for payment of, all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Cyrus' performance of this Agreement or her receipt of compensation hereunder. Artist also agrees to carry their own insurance, and will assume full responsibility of its upkeep and hold MIN from any and all claims, liability and loss in connection with their contractual duties under the Agreement.

7. WAIVER

A Party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions or prevent that Party thereafter from enforcing each, and every other provision of this Agreement.

8. REMEDIES & SEVERABILITY

Due to the personal nature of the services to be rendered by Artist under this Agreement, in case of breach by Artist, MIN shall be entitled to injunctive relief without bond, which may include, but shall not be limited to, restraining Artist from rendering any service that would breach this Agreement. In case of breach by MIN, Artist shall also be entitled to injunctive relief without bond, which may include, but shall not be limited to, restraining MIN from rendering any further breach or good infringing upon Artist's image and reputation, breaching this Agreement. No remedy conferred by any of the specific provisions of this Agreement, however, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by MIN or Artist shall not constitute a waiver of the rights to pursue other available remedies.

9. WAIVER OF TORT LIABILITY

Artist waives, releases and agrees that she will not hold MIN liable for any claim by her arising out of use or association with MIN and MIN products including, without limitation, any claim based upon alleged negligence or other tort liability on the part of MIN. Artist has represented to MIN that she is adequately insured against any injuries that she may incur while wearing the Product and performing her duties hereunder, and MIN has relied on such representation in entering into this Agreement.

10. FORCE MAJEURE

Both Parties agree that any nonperformance that may inhibit or grossly affect the execution of their contractual duties, such as Acts of God, or manufacturing defects, functions and workers performance, will notify the other in writing within *ten* (10) calendar days of their awareness. The other Party will then agree to grant an extension of time no more than *thirty* (30) calendar days, and upon the final day, may elect to enter a probationary period in which they choose to further modify the time extension or elect to be discharged from any further contractual obligations set forth in the Agreement.

11. ASSIGNABILITY

Neither Party shall have any right to assign, transfer, alienate, encumber or hypothecate any of its rights or obligations hereunder without the express prior written consent of the other Party, except that Artist shall have the right to assign the financial benefits hereof and MIN hereby consents to such assignment.

12. RELATIONSHIP OF PARTIES

Artist is, for every purpose related to this Agreement, an independent contractor, and not an employee or agent of MIN.

13. INGETRATION

This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof and the transactions contemplated hereby and supersedes any and all oral representations and statements by either Party and any prior agreements between the Parties.

14. AMENDMENT

This Agreement may not be changed, modified or amended except by written amendment signed by both Parties hereto.

15. CONFIDENTIALITY

Parties agree that (a) they will not disclose to any third party or use any confidential information disclosed between either Party, except as expressly permitted in the Agreement; and (b) that they will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which will in no event, be less than the measures used to maintain the confidentiality of their own information of similar importance.

16. ARBITRATION

Excepting any proceeding for a temporary restraining order, preliminary injunction or other pre-judgment remedy, any controversy between the Parties or their successors or assigns, arising under or out of this Agreement shall be settled by arbitration under the applicable Commercial

Arbitration Rules of the American Arbitration Association (the “AAA Rules”). Any Party to the dispute desiring to institute arbitration shall deliver to the American Arbitration Association and the other Party such notice which shall be effective to institute arbitration in accordance with the AAA Rules. All arbitration proceedings shall be held in *Wilmington, Delaware*. Any award made pursuant to arbitration may be entered as a judgment by any court of competent jurisdiction on the application of any Party to the arbitration. Notwithstanding anything contained herein to the contrary, the Parties to such arbitration may conduct discovery in accordance with *Title 10, Section 5802 of the Delaware Code, Rapid Arbitration Act*.

17. GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without reference to its choice of law rules. Any dispute that arises under this Agreement, both Parties hereby submit to and consent to the jurisdiction of the State of Delaware and agree that any such arbitration as stated in Clause 16, be held in *Wilmington, Delaware*, where the headquarters of MIN and its manufacturing are to be performed.

18. NOTICES

Any notices given hereunder shall be in writing and shall be served either personally or delivered by United States mail, postage prepaid, registered or certified mail, return receipt requested. Notices may also effectively be given by transmittal via a telecopy machine, if the Party to whom the notice is being sent has such a device in its office, provided a complete copy of any

notice so transmitted shall also be mailed on the day of fax transmittal in the same manner as required for a mailed notice. Notices shall be deemed received at the earlier of actual receipt or *ten* (10) days following deposit in United States mail, postage prepaid. Notices shall be directed to the following addresses:

(a) if to MIN to:

Attention: *Desiree Vale, Esq.*

Telecopier number: *302 555-5555*

Mail: *567 West Haven Drive,*

Wilmington DE 19806

(b) if to Artist to:

Attention: *Ragina Lashley, Esq.*

Telecopier number: *302 324-5913*

Mail: *c/o Lashley at Law, 123 None Way*

Wilmington, DE 19805

From time to time, the Parties may, in writing, designate a new address for purposes of notice hereunder, by notice to the other Party hereto in the manner provided above.

Dated: May 29, 2019

Dated: May 29, 2019

By: _____

By: _____

Artist, *Miley Ray Hemsworth/Miley Ray Cyrus*

MIN Vice President, *Patty Smith*

Dated: May 29, 2019

Dated: May 29, 2019

By: _____

By: _____

Marketing for Artist, *Ragina Lashley, Esq.*

Marketing for MIN, *Desiree Vale, Esq.*