

GIVEAWAY SPONSOR AGREEMENT - December 15th, 2021

December 6, 2021

HighKey Clout Inc
Document Sender : Luke Lintz

verified by approveme

GIVEAWAY SPONSOR AGREEMENT - December 15th, 2021

This agreement (“Agreement”), which is made and entered into as of the date of Company’s signature below (the “Effective Date”), by and between the undersigned (“Client”), with an as provided by Client to Company, on the one hand, and HighKey Enterprises LLC (“Company”), with an address of 250 Ave Ponce de Leon, Ste 301 PMB 0801, San Juan, PR 00918, Attn: Luke Lintz, Email: accounting@highkeyclout.com, on the other hand, constitutes the terms and conditions for Sponsor’s participation in one (1) of Company’s giveaways (the “Giveaway”). Sponsor and Company are sometimes hereinafter collectively referred to as the “Parties” or individually as the “Party”."

1. Sponsor’s Participation in The Giveaway. In consideration of the Participation Fee (as defined herein below), Company will include Sponsor in the Giveaway in accordance with the following. While the terms & conditions of the Giveaway are still being finalized, during the Giveaway Period (as defined herein below), Company’s Instagram account (@highkeyclout, or such other Instagram account as directed by Company) will “follow” Sponsor’s Instagram account and, as a condition of entering the Giveaway and in an effort to drive traffic to Sponsor’s Instagram account, Company shall require each entrant to “follow” Sponsor’s Instagram account. The Sponsor Instagram account to be included in the Giveaway is as follows:

   _____ ("Sponsor’s Instagram Account(s)")

   Company estimates that by sponsoring the Giveaway, Sponsor’s Instagram account may have an estimated gain of twenty five thousand to thirty thousand Instagram followers. However, Company makes no representation or warranty that Sponsor will gain any followers and, in the event Sponsor does gain followers, makes no representation or warranty regarding the retention of the followers, as the Parties acknowledge that social media user retention is largely based on content and Company makes no representation or warranty that Sponsor’s content will retain said followers post Giveaway Period. Accordingly, it will solely be Sponsor’s obligation to retain the followers.

2. Giveaway Launch Date / Giveaway Period. The tentative launch date of the Giveaway is currently scheduled to be on or about December 15th, 2021 and will run for ten (10) days (i.e., the Giveaway will end on or about December 25th, 2021) (the “Giveaway Period”); provided, said date(s) and/or the Giveaway Period may be reasonably altered at Company’s sole discretion.

3. Giveaway Promotion: Prior to and during the Giveaway Period (the dates and times of which shall be determined by Company), Company shall engage social media influencers to promote the Giveaway via their Instagram accounts. As of the date hereof, Company has engaged @tanamongeau on Instagram to promote the Giveaway.

4. Participation Fee. In full consideration for the Sponsor’s participation in the Giveaway, Sponsor will pay Company the guaranteed pay-or-play sum of U.S. _____ Dollars ($_____) minus any applicable discounts directly given by Company (the “Participation Fee”). If the payment is made via credit card or PayPal there will be a merchant processing fee of four percent (4%) thereof, added to the participation fee. Company shall be deemed pay-or-play upon execution of this Agreement. Sponsor shall pay to Company the Participation Fee via credit card, Wire Transfer or PayPal upon Sponsor’s execution of this Agreement into the following accounts (Sponsor to inform Company where the Participation Fee was sent):

   Account Name: HighKey Enterprises LLC
   Account Number: 030229162
   Bank Address: 208 Av. Luis Muñoz Rivera, San Juan, 00918
   Routing Number: 021502011
   Swift Code: BPPRPRSX
   Beneficiary Address: 250 Ave Ponce de Leon, Ste 301 PMB 0801, San Juan, PR 00918

   Please Note: This is a USD currency bank account

   Unless and until Sponsor pays and Company receives the Participation Fee in whole, Company shall be

under no obligation to include Sponsor in the Giveaway. By executing this Agreement, Sponsor agrees to refrain from initiating any chargebacks. Defaulting on any payments will result in immediate termination of all services.

5. Sponsor's Giveaway Social Media Posts. While not required, Sponsor is encouraged to promote the Giveaway on Sponsor's social media platforms. The creative of said social media posts shall be at Sponsor's discretion, provided Sponsor shall include the required hashtags and "@"s provided to Sponsor for inclusion therein, as well as #Giveaway.

6. Ownership.
    - Deliverables. "Deliverables" means each item of social media content Company causes to be posted by Company and/or any of her affiliates, employees, sponsors, and/or associates, including, without limitation, the influencers, in connection with the Giveaway, including any photographs, video footage, artwork and written work identified. Company will retain all ownership rights in the Deliverables, subject to the terms of a license provided for Sponsor Materials (as defined below) and shall have the right to use, reuse, reproduce, copyright, and exhibit them in any/all manners.
    - Sponsor Materials. Sponsor may provide Company with materials owned by the Sponsor or another third party ("Sponsor Materials"), for use in connection with the Deliverable(s), including, without limitation, Sponsor's name, likeness, and/or social media handle. Sponsor Materials shall remain the sole and exclusive property of Sponsor and/or the respective third party, as applicable, including all intellectual property rights therein; provided, Sponsor hereby grants or will cause to be granted to Company a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, copy, distribute, display, perform and transmit the Sponsor Materials as incorporated in the Deliverables; provided, notwithstanding the foregoing, nothing herein shall require Company to remove and/or delete any social media content incorporating Sponsor Materials created and posted during the Giveaway Period following the duration of this Agreement (i.e., the Deliverables can live passively in perpetuity on Company's social media platforms). Sponsor represents and warrants he owns the right to license or sub-license any of the Sponsor Materials provided to Company.
    - Company License. Solely during the Giveaway Period, Sponsor shall have the right to (i) promote or "whitelist" the Deliverables and (ii) share, like, and/or re-post the Deliverables solely on Sponsor's owned and operated social media channels; provided, Sponsor shall not be permitted to edit and/or modify the Deliverables before sharing, liking, and/or re-posting the Deliverables. Following the Giveaway Period, neither Party shall have the obligation to delete the Deliverables; provided, Sponsor shall not be permitted to "whitelist", promote, share, like, and/or repost the Deliverables following the Giveaway Period (i.e., there shall be no post Giveaway Period use of the Deliverables). Apart from the above, Sponsor will not exploit or distribute the Deliverables in any manner, including, without limitation, by using the Deliverables in any form of advertising or commercial tie-ins without the explicit permission of Company in each instance.

7. Representations and Warranties; Indemnity. Sponsor represents and warrants that (i) Sponsor has the full right and authority to enter into this Agreement, to grant the rights herein granted, and to perform its obligations hereunder; (ii) Sponsor shall comply with all laws, regulations, and Instagram rules in connection with the Sponsor Services, including, without limitation, the Federal Trade Commission ("FTC"); and (iii) any products given to Company for inclusion in the Deliverables and/or Giveaway, if any, are safe and merchantable for its intended purpose. Each Party shall indemnify the other against any third party liability, damages, costs and expenses (including reasonable outside attorneys' fees and costs) incurred by reason of any claim arising in connection with any uncured material breach of their respective covenants, representations, warranties or agreements herein. Any social media gain discussed by the parties is an estimate, and not a guarantee. Sponsor shall indemnify, defend, and hold harmless Company and their employees, agents, and representatives from and against any and all claims, suits, damages, liabilities, costs, and expenses (including reasonable outside attorneys' fees and court costs) arising out of or relating to the exploitation, production, manufacturing, and advertising of Sponsor's products and/or services and/or any element thereof, including, without limitation, Sponsor's social media accounts, any Sponsor Materials and/or advertising material furnished by Sponsor. Company shall have the right to approve any counsel retained to defend against any claim in which Company or its affiliates are named as a defendant. Additionally, Company shall have the right to control and participate in the defense of any such claim concerning matters that relate to Company.

Sponsor will not settle any such claim without Company's prior written consent. This indemnification shall survive termination and/or expiration of this Agreement.

8. Confidential Information. "Confidential Information" means the proprietary information exchanged between each of the Parties, which includes, without limitation, non-public information (tangible or intangible) regarding a Party's products and services, campaigns, technology, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information, which is either (a) marked "confidential" or "proprietary" at the time of disclosure by the disclosing party; or (b) by its nature or content is reasonably distinguishable as confidential or proprietary to the receiving party. Each Party agrees to hold the Confidential Information in confidence and to not use or disclose it to a third party. The receiving party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care (including reasonable security measures), to prevent the unauthorized use, dissemination or publication of Confidential Information as the receiving party uses to protect its own Confidential Information of like nature. If either Party authorizes the other to make copies of Confidential Information, the other Party's proprietary rights notices shall be reproduced in the same manner as the original Confidential Information. The receiving party may disclose the Confidential Information to its employees, agents, business, legal, and financial advisers and independent contractors with a need-to-know, only as necessary to fulfill the Services and provided such parties have executed a written non-disclosure agreement substantially as protective of Confidential Information as this Agreement. The receiving party shall promptly notify the disclosing party of any actual or suspected misuse or unauthorized disclosure of the disclosing party's Confidential Information. Confidential Information shall not include information that (a) is made generally available in the public domain prior to time of disclosure; (b) is or becomes publicly available through no act or omission by the receiving party; (c) was already in the receiving party's possession without restriction before receipt from the disclosing party and was not subject to a duty of confidentiality; (d) is rightfully disclosed to the receiving party by a third party without confidentiality restrictions; or (e) that the receiving party independently developed without use of or reference to Confidential Information. The receiving party may disclose the disclosing party's Confidential Information as required by law or court order provided: (i) the receiving party reasonably notifies the disclosing party in writing of the requirement for disclosure, unless notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required. Any such disclosure of Confidential Information shall not otherwise relieve receiving party of any of its obligations hereunder.

9. Force Majeure. If Company's services are prevented, rendered impossible, or unfeasible by sickness or disability of Company or the influencers, technology failure, unforeseen emergency of Company and/or the influencers, any act or regulation of any public authority, or by reason of riot, strike, acts of terrorism, epidemic, war or declaration of disaster by federal or state government, or other preventing acts (e.g., an event which causes a rapid spike in internet activity, like a celebrity death, etc.) (each a "Force Majeure Event"), it is understood and agreed that there shall be no claim for damages by either Party and Company shall not be deemed in breach of this Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith to reschedule service dates, subject to Company's availability, on the terms and conditions set forth herein.

10. Notices. All notices and other communications, including payments, under this Agreement shall be made in writing and shall be delivered by hand or sent by fax, electronic mail (including text message, email, and Instagram direct message, with confirmed receipt), or sent by prepaid express mail or reputable overnight courier service, and shall be deemed given when so delivered by hand fax, electronic mail, or if express mailed or couriered, three (3) business days after mailing or deposit with such express mail service or courier to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

    If to Company: HighKey Enterprises LLC
    HighKey Enterprises
    250 Ave Ponce de Leon
    Ste 301 PMB 0801
    San Juan, PR 00918
    Email: accounting@highkeyclout.com

Attn.: Luke Lintz

If to Sponsor:
(Sponsor's contact and billing details can be found in the corresponding invoice after the transaction is processed)

11. Term and Termination.
    - This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as the Giveaway is active and/or Company is performing the services outlined herein.
    - Either Party may terminate this Agreement if the other Party breaches any material term of this Agreement and fails to cure such breach. Neither Party hereunder shall be deemed in breach hereof until the non-breaching party provides the breaching party with written notice of said breach and the breaching party fails to cure said breach within ten (10) days of receiving such written notice; provided, Company shall be permitted to immediately terminate this Agreement at any time prior to receipt of the Participation Fee. Adequacy of cure shall be judged by the non-breaching party's reasonable business judgment.
    - Upon expiration or termination of this Agreement, Sponsor will immediately cease using any/all deliverables other than as permitted under this Agreement.
    - Those terms that by their nature should survive expiration or termination of this Agreement shall survive, including, without limitation, each Party's respective obligations, ownership, and indemnification.

12. Dispute Resolution and Binding Arbitration. Client and Company recognize that disputes arising under this Agreement are best resolved at the working level by the Parties directly involved. Both Parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating Party's organization for resolution. Failing resolution of conflicts at the organizational level, Client and Company agree that any and all remaining controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance, or breach thereof, including alleged violations of statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute"), except as otherwise set forth below, shall be resolved according to the following procedures which shall constitute the sole dispute resolution mechanism hereunder. In the event that the Parties are unable to resolve any Dispute informally, then such Dispute shall be submitted to confidential final and binding arbitration to be administered by the American Arbitration Association (or any like organization successor thereto) in the Commonwealth of Puerto Rico in accordance with the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures. The arbitration shall be conducted, and the award shall be rendered in the English language. The parties agree that any and all disputes shall be submitted to confidential, binding arbitration, before a single neutral arbitrator, who shall possess no less than ten (10) years of experience in entertainment matters. Client further agrees to waive his/her right to a trial by jury. The arbitration shall be conducted before a single neutral arbitrator appointed in accordance with the Commercial Arbitration Rules. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any Commonwealth of Puerto Rico court. The Parties shall share the cost of the arbitration; provided, the prevailing party shall be entitled to their fees and costs associated with the arbitration, including outside attorney's fees. If either Party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other Party may enforce the final award in any court of competent jurisdiction in Puerto Rico. The Party seeking enforcement of any arbitration award shall be entitled to an award of all costs, fees and expenses, including reasonable outside attorney's fees, incurred in enforcing the award, to be pay by the Party against whom the enforcement is ordered. The arbitrator will have no authority to award consequential, special, indirect, punitive, exemplary or incidental damages, including, without limitation, lost profits and opportunity costs. Except as may be required by law, neither a party, nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If either party, notwithstanding the foregoing, should attempt either to resolve any dispute arising in connection with this Agreement in a court of law or equity or to forestall, preempt,

or prevent arbitration of any such dispute by resort to the process of a court of law or equity, and such dispute is ultimately determined to be arbitrable by such court of law or equity, the Arbitrator shall include in his award an amount for the other party equal to all of that other party's costs, including attorney's fees, incurred in connection with such arbitrability determination.

13. General.
    - Assignment. Sponsor shall not be permitted to assign, delegate or otherwise transfer this Agreement without the prior written consent of Company. Any attempted assignment, transfer or delegation, without such consent, will be void.
    - No Injunctive Relief. It is further agreed that Sponsor's rights and remedies in the event of a failure or an omission constituting a breach of the provisions of this Agreement shall be limited to the Sponsor's right, if any, to recover damages in an action at law, but in no event shall Sponsor be entitled by reason of any such breach to terminate this Agreement, or to enjoin Company in any way.
    - No Defamatory Statements. Sponsor agrees that Sponsor will not make any statement, or take any other action, to disparage, defame or compromise the goodwill of Company or its employees, owners and affiliates. In addition to injunctive relief and actual damages, Sponsor agrees any breach or violation by Sponsor of the foregoing sentence shall result in substantial damages and injury to Company, the precise amount of which would be extremely difficult or impracticable to determine. Accordingly, the parties have made a reasonable endeavor to estimate a fair compensation for potential losses and damages to Company and, therefore, Sponsor further agree, that in addition to the remedies set forth herein, Sponsor will also be obligated to pay, and agrees to pay to Company, the sum of One Million Dollars ($1,000,000) as a reasonable and fair amount of liquidated damages to compensate Company for any loss or damage resulting from each breach by Sponsor of the forgoing terms. The parties intend that such damages constitute compensation and not a penalty. The parties hereto further agree that such sum bears a reasonable and proximate relationship to the actual damages which Company may suffer from each breach of the terms of this Agreement.
    - Release. Sponsor (on behalf of itself and its heirs, next of kin, spouse, guardians, legal representatives, employees, executors, administrators, agents, successors and assigns (collectively, the "Releasing Parties") hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharges Company and their successors, assigns, licensees, distributors, sponsors, and advertisers, and each of the foregoing's respective past, present and future officers, directors, agents, representatives, shareholders and employees, jointly and individually (collectively, "Released Parties"), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, that Sponsor may now have or may hereafter have (including, but not limited to, for defamation, invasion of any rights of privacy, right of publicity or personality, intentional or negligent infliction of emotional distress, infringement of copyright or trademark or violation of any other right), which arise out of or relate in any way, directly or indirectly, to the Sweepstakes or any rights therein which Sponsor or any Releasing Parties ever had, now has, or in the future may have against any Released Parties. Sponsor acknowledges that there is a possibility that subsequent to the execution of this Agreement, Sponsor may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by Sponsor at that time may have materially affected Sponsor's decision to execute this Agreement. Sponsor acknowledges and agrees that by reason of this Agreement, and the release contained in the preceding sentences, Sponsor is assuming any risk of such unknown facts and such unknown and unsuspected claims.
    - Limitation of Liability**:** Under no circumstances shall Company be liable to Sponsor for consequential, special, indirect, punitive, exemplary or incidental damages, including, without limitation, lost profits and opportunity costs, arising out of this Agreement, and Company's total liability in connection with this Agreement shall not exceed the Participation Fee amount.
    - Misc. This Agreement shall be construed in accordance with the laws of the Commonwealth of Puerto Rico. Jurisdiction and venue of all matters relating to this Agreement will be vested exclusively in the federal, state and local courts within the Commonwealth of Puerto Rico, to which the parties hereby agree to submit any controversy arising hereunder, excluding that body of law pertaining to conflicts of laws and agree to accept service by mail (including email) to the address listed herein (or as such address may be amended as permitted herein). This

Agreement, contains the full and complete understanding between the parties and supersedes all prior agreements and understandings, whether oral or written concerning the subject matter hereof. This Agreement may not be modified or changed except by a writing signed by all of the parties. Each of the parties acknowledges that no representation or promise not expressly contained in this Agreement has been made by the other or its agents or representatives. The failure of any Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions, or of such Party's rights thereafter to enforce any such provisions. In the event any provision of this Agreement is held to be invalid or in violation of any law, statute, regulation, order or lawful union or guild requirement, the Agreement shall be deemed modified to the minimum extent required in order to comply therewith and shall otherwise continue in full force and effect. This Agreement is executed in two (2) counterparts (digital signatures acceptable), whereas each Party shall retain one (1) counterpart. Each counterpart shall be deemed an original whereas both together shall constitute one and the same instrument. This Agreement is not intended, nor shall it be deemed or construed, to create a relationship of principal and agent or partnership or joint venture between the parties and neither Party shall have any power or authority to enter into any agreement on behalf of the other Party or to otherwise bind or obligate the other Party in any manner whatsoever. Sponsor has entered into this Agreement freely and voluntarily, and acknowledges that Sponsor either consulted with independent counsel before entering into this Agreement, or had the opportunity to do so, but elected not to.

X _____

verified by approveme

Signature Certificate

Document name: GIVEAWAY SPONSOR AGREEMENT - December 15th, 2021

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LEGALLY SIGNED USING WPesignature
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This audit trail report provides a detailed record of the online activity and events recorded for this contract.