

# GRIT

## CREATIVE GROUP

To: PAX Labs, Inc.  
From: Grit Creative Group LLC  
Date: March 2, 2015  
Re: Influencer Seeding Program, Contractor Agreement

This Scope of Work is made effective as of the 2nd day of March 2015, by and between ("Contractor") Grit Creative Group LLC, an incorporated company with an address at 195 Plymouth Street, 4<sup>th</sup> Floor Suite 4, Brooklyn New York 11201 and ("Client") Ploom.

1. Project Managers: For PAX Labs, Inc.: Kate Morgan  
  
For Client: Janjay Sherman
2. General description of Project: PAX Labs, Inc. – JUUL Launch Influencer Seeding Program
3. Description of Services and Deliverables: Contractor shall provide the following Services Rendered to the Client.

#### PUBLIC RELATIONS:

- A. Guest Relations – secure 20 guests to attend/be gifted at the NY JUUL launch party

#### MARKETING

- A. Curate and identify 280 influencers in LA/NY to seed JUUL product to over the course of three months
- B. Strategy and program development
- C. Track social media activity and provide recap report

#### PROGRAM ADMINISTRATION

- A. Participate in weekly update call with PAX Labs, Inc. team lead
4. Term of Project: March 2, 2015 to June 30, 2015

5. Termination: Contractor requires 30-day notice period for service cancellation

If one or more acts of God beyond the parties' control renders the performance of services by either party impossible, either party, upon prompt written notice to the other specifying the event(s) or cause(s) will be excused from such nonperformance or delay, and either party then has the right to terminate this agreement on further written notice to the other

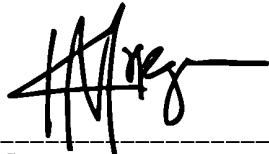
6. Contractor Fees:

- A. \$10,000.00 Contractor requires 50% deposit upon signature of the agreement.
- B. Fees do not include certain costs and expenses all of which require prior approval by client, verbal or written, which are to be invoiced to Client at cost and paid by Client upon receipt of invoice, examples including but not limited to:
  - a. Shipping
  - b. Graphic design
  - c. Branding collateral
- C. The Client will reimburse Grit for all reasonably necessary expenses of travel undertaken by Grit for the benefit of the Client. Reimbursement is subject to presentation of adequate proof of such expense such as receipts. Any expenses in excess of \$50 will require the Client's prior approval to be eligible for reimbursement

In the event of any litigation arising from this agreement, the prevailing party shall be entitled to an award of attorney's fees and costs, including appellate fees and costs. Venue for any litigation arising from this agreement shall be in the Circuit Court in and for New York, NY and the applicable laws shall be those of the state of New York.

Agreed to and accepted as of 2<sup>nd</sup> March, 2015.

CLIENT:  
PAX Labs, Inc.



Sign: \_\_\_\_\_

Print: Kate Morgan

Title: Field Marketing Manager

CONTRACTOR:  
GRIT CREATIVE GROUP LLC.

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

FEDERAL TAX ID NO.: 46-3698653