



CREATOR CONTRACT

I UNDERSTAND THAT RESONANCE IS NOT A SERVICE ORGANIZATION, IT'S MY BUSINESS PARTNER. I AM NOT A CLIENT; I AM A PARTNER. AS A PARTNER, I HAVE RESPONSIBILITIES AND I WILL USE MY BEST EFFORTS TO DELIVER ON THESE RESPONSIBILITIES:

I AM THE CREATIVE DIRECTOR OF MY BRAND.

1. I am responsible for the vision and voice of my brand.
2. I am responsible for the visual and editorial direction of my brand.
 - a. At minimum, I will create editorial content each month.
 - b. I agree that Resonance will approve the theme, the target deliverables, timing and the budget for the creation of editorial images.
 - c. I will comply fully with the budget established with my partner, Resonance, and I understand that if I do not comply with the budget guidelines, I am personally responsible for any cost over-run and I will reimburse my partner for its share of the overrun with cash payment or in an equivalent value of my vested founder shares.
 - d. I understand that my failure to deliver high-quality editorial content to the defined schedule will adversely impact my brand which might result in my brand running out of cash to achieve milestones.
3. I will complete my Brand Book within 21 days of this agreement. The Brand Book articulates the vision and voice of my brand. It will enable my partner to execute their activities to build my brand without interacting with me for day-to-day execution of my brands business activities.
4. I will meet with Resonance each week to discuss and approve marketing and branding campaigns beyond the regular activities established in the brand book. I understand that if I do not meet with Resonance, I am giving Resonance my approval for their planned activities for the week.
5. I am responsible for my brand's social media. I will be active and engaged in posting across platforms.

I AM THE DESIGNER OF MY BRAND.

6. I will design at least 5 new bodies each month.
7. I will research new materials. I will source these on my own through my own research and work. I will work with Resonance to determine if these materials will be developed by Resonance and included in their materials library.
8. I will develop 20 new prints and colors each month.
9. I am responsible for sample development. I will deliver my final design sample in full compliance with the specification that Resonance provided me. I will adhere to the development budget that I created with Resonance. I am personally responsible for any cost over-run and I will reimburse my partner for its share of the overrun with cash payment or in an equivalent value of my vested founder shares.

I AM A BUSINESS PARTNER IN BUILDING MY BRAND.

10. I understand that Resonance will use its best efforts to build my brand. I understand that Resonance works with a growing number of brands and I understand that this will require them to divide their time in the way that they deem most effective for growing all brands in Resonance.
11. I understand that Resonance is providing capabilities and capital under the terms of the partnership agreement.
12. I understand that while Resonance is providing all infrastructure for my brand, that the Resonance Brand CEO will function as my executive partner in building my brand.
13. I understand that at the specified time in the future, they will charge my brand for performance of these services.
14. I understand that Resonance is not under any obligation to me or my brand beyond those specified in the partnership agreement.
15. I understand that if Resonance puts in additional capital into my brand it will be at their sole discretion. The terms for any additional investment would be approved by both me and Resonance, but I understand that such investment would result in me owning less of my brand.

I understand that my failure to fulfill my responsibilities will damage my brand. I also understand that my partner, Resonance, may ask me to depart and they would hire a designer to fulfill my responsibilities. I would retain my vested ownership in my brand, but to the extent that additional capital is required, my ownership will be reduced. Moreover, I understand that I will lose my unvested ownership, reducing my ownership in my brand.



RESONANCE CONTRACT

INVESTMENT:

<p>Cash</p>	<ul style="list-style-type: none"> • Incremental branding, editorial images, incremental site development, working capital for non-Resonance platform product.
<p>Manufacturing Platform</p>	<ul style="list-style-type: none"> • Low minimum, short lead time manufacturing for developed materials and established patterns. • Enables business operations with no working capital requirements for Resonance produced product. • Market-based pricing on product manufacturing with above benefits.
<p>Brand CEO</p>	<ul style="list-style-type: none"> • Leads operational execution and coordinates Resonance resources with full P&L responsibility. • Brand strategy development and execution.
<p>Product</p>	<ul style="list-style-type: none"> • Product engineering, production samples and production patterns, tech packs, strike-offs. • Material development. • Quality control and consistency.
<p>Commerce</p>	<ul style="list-style-type: none"> • Customer acquisition and retention. • Customer service and fulfillment. • Site operations and visual asset management/incremental product image creation.
<p>Technology / Data</p>	<ul style="list-style-type: none"> • Full-Stack technology infrastructure. • Real-time reporting and analytics across value chain.
<p>Accounting / Finance</p>	<ul style="list-style-type: none"> • Full financial and administrative support infrastructure.



CREATOR PRE-NUP AGREEMENT

THE PARTNERSHIP AGREEMENT IS STRUCTURED AS A MUTUAL ESCALATION OF COMMITMENT BY BOTH THE CREATOR AND RESONANCE. OUR GOAL IS THAT THE CREATOR WILL RETAIN CONTROL OWNERSHIP OF HIS/HER BRAND ONLY UNTIL THE RELATIONSHIP WITH RESONANCE HAS BEEN TESTED AND THOROUGHLY VETTED. THESE PHASES ARE:

Phase I – Brand Test

During this phase, we limit commitment by each partner. It is, as named, a test. Success could be objective or subjective as mutually defined by both partners.

Phase II – Brand Launch

Each partner's commitment has increased. Resonance has added more cash and has committed more resources.

Phase III – Brand Build

We have joined hands in a commitment to build the Company.

By entering into the Partnership Agreement, both Resonance and the Creator are making a good faith commitment to build a successful brand. However, below is what would occur at each phase in the event of failure.

Phase I – Brand Test:

If either party decides not to proceed:

- All rights revert back to the Creator.
- Anything developed reverts to the Creator.
- Creator purchases remaining inventory (if any) at cost from Resonance if desired (no obligation).

Phase II – Brand Launch:

If Resonance chooses not to proceed to Brand Build:

- Resonance surrenders shares in Newco to the Creator
- Resonance paid for inventory on hand and any other amounts owed for product manufacturing.
- No obligation by Resonance to provide any services or support.

If Creator chooses not to proceed to Brand Build:

- The Creator retains ownership but will be diluted by 50% for next round of financing and for any future financings.
- Exclusive license becomes non-exclusive but perpetual.
- As long as the Creator owns 10% of Newco, there will be no royalty payments.

If Creator and Resonance choose not to proceed:

- Company winds down.
- Any proceeds from sale of tangible assets go to Resonance.
- All IP and licenses revert to the Creator.

Phase III – Brand Build

At this point, the Creator has worked with Resonance for six months or more and has determined that Resonance has and will continue to fulfill its obligations. By committing to the next phase, the Creator commits to this relationship and cannot end the Company without Resonance approval. Resonance has made a commitment of capital and resources to grow the Company. These are resources that could have been applied to a different brand and cost money to implement. Therefore, at this point, Resonance would suffer financial harm and could not release these assets without a payment of value deemed sufficient at their sole discretion.

However, in the event the Company fails

- Company winds down.
- Any proceeds from sale of tangible assets go to Resonance.
- All IP and licenses revert to the Creator.