



MASTER CLIENT AGREEMENT

Note: Personal Information

This Agreement entered into on February 1, 2022 ("Effective Date") between JCPR, Inc., dba JConnelly with a principal place of business located at [REDACTED] and Grounded People Apparel Inc. ("Client") with a principal place of business located at [REDACTED]

- 1. **Term.** This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to this Agreement.
- 2. **Services.** JConnelly and Client will agree upon the services ("Services") to be provided in one or more statement(s) of work (each, an "SOW"). In the event there are multiple SOWs, each SOW will be attached hereto as sequentially numbered Exhibits as (e.g. Exhibit 1, Exhibit 2, etc.) and incorporated herein. Client shall pay the amounts set forth in the SOW(s).

Any work that exceeds the scope of an agreed-to project and price will be subject to an hourly billable rate outlined in the SOW.

For each SOW, the first payment shall be due upon receipt of the SOW being agreed to. Thereafter, payments shall be made as set forth in the SOW. If no payment schedule is specifically set forth in an SOW, then Client shall pay on a monthly basis for the services provided for in that SOW. Client shall be issued invoices sent electronically to the email address Client designates. Monthly fee invoices shall be sent on the 15th of the month preceding the month for which the services shall be rendered. Such amount is due and owing within thirty (30) days of the invoice's date. A late charge of 1.5% per month shall be assessed on all payments made more than thirty (30) days after the invoice's date. Further, if Client does not cure any delinquency of payment obligations within thirty (30) days after an invoice due date, JConnelly may terminate the applicable SOW or, in its discretion, suspend Services until Client is current on all payments.

JConnelly accepts payments through check, wire transfer, ACH, and all major credit cards, including Visa, American Express, Discover and Mastercard. A 3% administrative fee will be assessed with each credit card transaction.

- 3. **Performance.** JConnelly will use reasonable efforts to achieve the specified goals set forth in each SOW; however, in the event such goals are not reached, all obligations and liabilities set forth herein will continue in full force and effect. JConnelly makes no warranty or promise, express or implied, regarding the services it performs, and nothing contained in the Agreement shall constitute such a warranty or guarantee of any result. JConnelly shall use reasonable professional diligence in the performance of services under this Agreement and any applicable SOW, but shall not be liable to Client for any action taken or omitted by JConnelly in the absence of bad faith, willful misfeasance, or reckless disregard by it of its obligations and duties. The duties of JConnelly shall be confined to those expressly set forth in this Agreement and any agreed to SOW, and no implied duties are assumed by or may be asserted against JConnelly under this Agreement.

Client agrees that it will provide JConnelly all of the information needed for the agreed-to services in a timely fashion and will ensure that the information it provides JConnelly is true and accurate. Client will act in a professional and courteous manner toward JConnelly, its principals, employees, Agents, and all media outlets at all times. It is known and understood that Client's failure to do so will adversely affect JConnelly's relationships and Client's PR opportunities. Client shall be available to participate in a timely fashion regarding their matter and to respond reasonably to requests from JConnelly. Failure to do so shall be grounds for JConnelly to immediately terminate this Agreement.

- 4. **Indemnity.** Client agrees to defend, indemnify and hold JConnelly, its employees, officers and directors harmless from and against any and all losses, costs, liabilities and/or expenses, including reasonable attorney's fees, costs and disbursements, that any of them may incur as the result of any claim, action, demand, suit or proceeding brought or threatened against JConnelly arising out of or resulting from any materials prepared by JConnelly and approved

[REDACTED]

Note: Personal Information

Note: Personal Information

[REDACTED]

by Client prior to publication; risks or restrictions which JConnelly has brought to Client's attention where Client has elected to proceed or where Client's acts or omissions violate such restrictions; any information or materials provided to JConnelly by or on behalf of Client; and any claims based on defects or other problems with Client's products or services. Additionally, Client shall reimburse JConnelly for all time charges and expenses (including reasonable attorneys' fees) incurred by JConnelly in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry served upon JConnelly that arises out of any litigation, proceeding or investigations involving Client.

5. **Limitation on Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. JCONNELLY'S AGGREGATE LIABILITY TO CLIENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO JCONNELLY IN THE TWO (2) MONTHS PRIOR TO THE INCIDENT FROM WHICH THE CLAIM ACCRUES.
6. **Disclaimer.** CLIENT ACKNOWLEDGES THAT JCONNELLY HAS NO CONTROL OVER INFORMATION OR MATERIALS ONCE THEY HAVE BEEN PUBLISHED, RELEASED OR POSTED IN THE PUBLIC DOMAIN OR TO ANOTHER THIRD PARTY AS REQUESTED OR APPROVED BY CLIENT. AS SUCH, JCONNELLY SHALL NOT BE RESPONSIBLE FOR ENSURING THE ACCURACY OF ANY CONTENT ANY THIRD PARTY PUBLISHES, INCLUDING TEXT, PHOTOGRAPHS, AUDIO OR VIDEO OR FOR ANY OTHER THIRD PARTY ACTIONS. JCONNELLY DOES NOT STIPULATE OR GUARANTEE SPECIFIC OR OVERALL RESULTS OR RETURNS FROM PUBLIC RELATIONS, PUBLICITY, RESEARCH, OR ANY OTHER ACTIVITY JCONNELLY PERFORMS, NOR SHALL JCONNELLY BE RESPONSIBLE FOR ANY USER GENERATED CONTENT. JCONNELLY DOES NOT GUARANTEE THE EVEN DELIVERY OF MEDIA OVER THE COURSE OF THE AGREEMENT, DOES NOT GUARANTEE PARTICULAR POSITIONING ACROSS ANY OF ITS SEARCH ENGINE OR OTHER MEDIA PARTNERS, AND DOES NOT OTHERWISE GUARANTEE OR TAKE RESPONSIBILITY FOR THE PERFORMANCE OF ANY MEDIA VENDORS OR OTHER SUPPLIERS HEREUNDER.
7. **Force Majeure.** Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" means a cause or event that is beyond the reasonable control of the affected party, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, malicious acts of third parties, vandalism, accident, pandemic, epidemic, restraint of government, governmental acts, injunctions, labor strikes (other than those of the affected party) and other like events that are beyond the reasonable anticipation and control of the party affected thereby.
8. **Non-Circumvention.** JConnelly will from time to time introduce Client to others in the public relations industry (a "Contact" or "Source") for the purpose of fulfilling its obligations to the Client. Client agrees not to circumvent JConnelly, either directly or indirectly, with respect to any Contact/Source introduced to the Client by JConnelly. Client will not enter into any direct or indirect business relationship, unless through JConnelly, with any Contact/Source during the term of this Agreement. In the event this provision is breached by Client, then JConnelly shall have the right to immediately terminate this Agreement for cause.
9. **Non-Solicitation.** The parties agree that until one (1) year following the termination of this Agreement, the parties shall not interfere with each other's business by soliciting, attempting to solicit, inducing, or otherwise directly or indirectly causing any employee, agent or consultant of the other party who performed services under this Agreement or SOW made a part of this Agreement to terminate his or her employment with one of the parties in order to become an employee, agent or consultant to or for the other party or an entity in which the other party has any ownership interest.
10. **Publicity.** JConnelly may use Client's name and any non-confidential materials produced hereunder in JConnelly's portfolio, on JConnelly's website, intranet, and for internal and trade purposes. JConnelly will be required to obtain



Client's advance approval to utilize Client's trademarks or any Client materials or information in press releases, JConnelly brochures, or award submissions.

11. **Termination.** If either party wishes to terminate this Agreement at any time, then such party shall provide the other with ninety (90) days' written notice of its desire to terminate the Agreement. Such written notice shall be provided to the party at their respective address set forth herein, unless another address, including electronic mail address, is authorized for such use in writing by the party receiving the notice. During the ninety (90) day period after a party has given written notice of termination to the other party, the rights, duties, obligations and liabilities of the parties pursuant to this Agreement shall continue in full force and effect, including without limitation, Client's obligation to pay all fees in full through the notice period, in addition to all other fees due for Services rendered.

If either party commits a material breach of this Agreement or any SOW, and such material breach is not cured within a period of thirty (30) days after written notice of such breach is delivered to the breaching party, then the non-breaching party may immediately terminate this Agreement or the SOW by providing the breaching party with written notice of such termination. The right to termination provided above is not exclusive of any remedies to which either party may otherwise be entitled at law or in equity in the event of a breach of this Agreement.

In addition, either party may immediately terminate this Agreement and any or all existing SOWs upon written notice to the other party if (a) a petition under any bankruptcy law is filed by or against the other party; (b) the other party executes an assignment for the benefit of creditors; (c) a receiver is appointed for the other party's assets; or (d) the other party becomes insolvent or takes advantage of any insolvency or any similar statute, or ceases to do business in the ordinary course.

12. **Confidentiality.** The parties agree to maintain as confidential, and not to disclose to any third party without the prior consent of the other party, any information of a proprietary nature which one party learns from the other party under this Agreement or applicable SOW. The confidentiality obligations in the preceding sentence, however, shall not apply to any information (a) which was already public knowledge at the time it was learned by the party, or which subsequently came into the public domain through no fault of the receiving party; (b) which is necessary or appropriate to disclose in order to comply with applicable laws, rules and regulations or enable a party to comply with this Agreement; (c) which was lawfully received by the receiving party from a third party free of an obligation of confidence to such third party; (d) which was already in the possession of the receiving party prior to the receipt thereof, directly or indirectly, from the disclosing party; (e) which is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving the disclosing party as much advance notice of the possibility of such disclosure as practical so the disclosing party may attempt to obtain a protective order concerning such disclosure; or (f) which is subsequently and independently developed by employees, consultants, or agents of the receiving party without reference to the confidential information disclosed under this Agreement.
13. **Conduct.** It is understood that by representing Client, JConnelly puts Client into contact with media outlets, companies and individuals with whom JConnelly has developed long-lasting relationships. By doing so, JConnelly is vouching for Client with the expectation that Client will respect the relationship. Utilization of such long-term relationships and representations is paramount to successfully accomplishing the PR goals set forth in the proposal, and retaining these long-lasting relationships is necessary for JConnelly to continue to be successful for Client and others for whom JConnelly provides services. Client acknowledges that the successful and timely rendering of the Services and the successful development of the materials to be provided hereunder shall require the good faith cooperation of Client, including by providing JConnelly with access to all information, materials and Client personnel reasonably necessary to JConnelly's performance of the Services and timely review of all materials submitted and services provide.

14. **Entire Agreement.** This Agreement hereby revokes, takes precedence over, and supersedes any and all other agreements, either oral or in writing, between the parties with respect to any subject matter contained herein, and



no other agreement, statement, or promise relating to any subject matter contained in this Agreement shall be valid or binding between the parties.

12. Independent Contractors. JConnelly is an independent contractor with respect to the Client under this Agreement. No partnership, joint venture, employment or fiduciary relationship is intended between the parties to this Agreement. JConnelly shall have sole discretion in determining the methods and means of performing its services under this Agreement, and in supplying the tools and instruments used by it pursuant to this Agreement.

13. Notices. Any notices given pursuant to this Agreement shall be in writing and shall be deemed received by the party to be notified upon personal delivery, facsimile, air courier, registered mail, return-receipt requested, or 72 hours after mailing by the notifying party by first-class mail to the address set forth herein, or to such other different address as the party shall notify the other party in writing in accordance with the terms of this Agreement. It is also set forth in this Agreement that facsimile signatures are acceptable and binding on the parties to the terms of this Agreement.

14. Attorney's Fees. In the event an action is brought in law or equity concerning this Agreement, then each party shall bear its own costs and attorney's fees.

15. Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of New Jersey. Any and all legal action, including payment of services, regarding this Agreement shall be brought in the Superior Court of New Jersey and venued in Morris County. The parties agree to service and personal jurisdiction in and by the Superior Court of New Jersey and consent to the venue being Morris County.

I accept the terms of this Master Client Agreement.

s/ "Maximillian Justus"
Signature
Grounded People

s/ "Mat Murchison, CFO"
Mat Murchison
JCPR, Inc. d/b/a JConnelly

Maximillian Justus, CEO
Name & Title

January 25, 2022
Date

Date



EXHIBIT I SCOPE OF WORK

This Scope of Work (SOW) is made subject and pursuant to the Master Client Agreement ("Agreement"), dated February 1, 2022, between Grounded People ("Client") and JCPR, Inc. dba JConnelly. In the event of a conflict between the SOW and the Agreement, the Agreement shall prevail. Terms not otherwise defined in this SOW shall have the same meaning as in the Agreement. In connection with the Agreement to which this Exhibit I is attached and incorporated into by reference, JConnelly will provide the following services as part of a fee arrangement as set forth below. The parties agree that they may modify this SOW, upon mutual agreement of the parties, from time to time.

1. **Term.** This Exhibit I- (SOW) shall commence on February 1, 2022, and shall continue until terminated pursuant to Section 2 below.
2. **Notice of Termination.** If either party wishes to terminate Exhibit I- (SOW), then such party shall provide the other with ninety (90) days' written notice of its desire to terminate Exhibit I- (SOW). Such written notice shall be provided to the party at their respective address set forth herein, unless another address, including electronic mail address, is authorized for such use in writing by the party receiving the notice. During the 90-day period after a party has given written notice of termination to the other party, the rights, duties, obligations and liabilities of the parties pursuant to Exhibit I- (SOW) shall continue in full force and effect, including without limitation, Client's obligation to pay all fees in full through the notice period, in addition to all other fees due for services rendered.
3. **Services.** JConnelly will implement a communications program as outlined below. Your fee includes:
 - a. **Brand Discovery:** Host a discovery meeting to align on next steps.
 - b. **Media Message:** Create media talking points that align with Grounded People's existing brand messaging.
 - c. **Communications Plan Development:** Identify unique objectives, strategies and tactics that will make up the overall campaign.
 - d. **Media Relations Strategies:** Identify target media, expand Grounded People's media presence, drive Grounded People's overall press engagement and prepare Max Justus for all media opportunities.
 - e. **Content & Media Collateral:** Write press releases, media alerts and contributed articles secured with target media outlets.
 - f. **Thought Leadership Development:** Build distinct themes and angles for Max Justus to use in engaging the media and assess his need for additional media coaching.
 - g. **Ongoing Reputation Management:** Provide strategic collaboration and consultation throughout the campaign.
 - h. **Ongoing Measurement & Evaluation:** Provide measurement and analysis across traditional and digital media, as well as qualitative analysis based on client feedback.

As consideration for the fee set forth below, JConnelly will provide Client with an estimated 29 hours of Services per month (which figure is calculated based on the average hourly rate of the applicable JConnelly personnel who provide Services to Client).

4. **Payments.** Client is engaging JConnelly via a fee arrangement. The monthly fee shall be charged at a rate of [REDACTED]. Any work that exceeds our agreed-upon scope will be approved by Client in advance and will be subject to a per person hourly billable rate outlined as follows. JConnelly will not incur or charge hourly rates without a separate scope of work and prior approval from Client.

Note: Commercially Sensitive Information

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Note: Commercially Sensitive Information



Note: Personal Information

• [Redacted]
• [Redacted]
• [Redacted]

Note: Commercially Sensitive Information

JConnelly will represent Client and will be responsible for developing and executing a strategic integrated communications program, which will be developed by the parties and which the parties may amend from time to time. The fee will be subject to a 5% increase to cover the cost of doing business upon the one (1) year anniversary of the date of this agreement and each year thereafter, provided there are no additional services added to the scope of the campaign. Client understands that any fees associated with this SOW are separate from and not credited against any amounts paid to JConnelly for other services provided for under the Master Agreement and other SOWs that may have been approved.

The first month's fee is due upon receipt of the signed agreement. Work will commence when initial fee is received. Thereafter, on a monthly basis, Client shall be billed the amount set forth above. Invoices are sent electronically to the email address Client designates, and are sent on the 15th of the month preceding the month for which the services shall be rendered. Such amount is due and owing within thirty (30) days of the invoice's date. A late charge of 1.5% per month shall be assessed on all payments made more than thirty (30) days after the invoice's date. JConnelly may, in its discretion, suspend Services until Client is current on all payments.

5. Expenses. In lieu of charging routine expenses monthly, JConnelly charges a 5% administration fee to cover the day-to-day expenses of managing Client's account. Expenses covered under this fee include, but are not limited to, costs of media monitoring platforms, licensing for meeting and collaboration software, and data and internet charges. The administration fee does not cover Client-specific expenses. These expenses include article reprints, expedited shipments, press release distribution over US I or other approved newswires, out-of-state travel, media tour charges including car service, costs related to industry conferences and events attended on Client's behalf, as well as entertainment, meals and other expenses incurred on Client's behalf. JConnelly shall obtain Client's written approval before incurring any single expense that exceeds [Redacted]

Note: Commercially Sensitive Information

6. Crisis Services. JConnelly defines a "crisis" as any event or situation that jeopardizes or has the potential to harm a client's image, reputation or financial stability. JConnelly has a dedicated crisis team that will work with the day-to-day account to understand, manage and control the crisis situation, including coordinating all internal and external communications. Our crisis team efforts are charged at accelerated hourly rates to provide our clients with the immediate and thoughtful response a true crisis requires. JConnelly will alert Client when it is necessary to use these accelerated crisis rates and attain prior written approval for a coordinated crisis effort when necessary.

I accept the terms of this Scope of Work.

s/ "Maximillian Justus"
Signature
Grounded People

s/ "Mat Murchison, CFO"
Mat Murchison
JCPR, Inc. d/b/a JConnelly

Maximillian Justus, CEO
Name & Title

January 25, 2022
Date

Date