



Sponsorship Agreement

This Sponsorship Agreement (the "Agreement") is entered into as of **3/1/21** (the "Effective Date") between

oogiebear
located at
10101 Molecular Drive, suite #250
Rockville MD 20850
(hereinafter "Sponsoring Entity")

and

New Parent World LLC (dba My Baby Experts)
located at 25 Westbury Drive Sparta, NJ 07871
(hereinafter "MBE")

MBE and Sponsoring Entity may be referred to collectively herein as the "Parties" and each individually as a "Party".

WHEREAS, The Sponsoring Entity seeks to have MBE promote Sponsoring Entity's Brand/Products; and

WHEREAS, the Parties desire to establish the terms and conditions under which MBE can generally promote Sponsoring Entities Products; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Featured Products

The Parties hereby agree that MBE shall promote certain Products of Sponsoring Entity which shall be designated as the "Featured Products" and listed here:

Please confirm each Featured Product by checking the boxes. *

- oogiebear (ASIN: B00GXTPKI)
- oogiebear-brite (ASIN: B08NXZSXP)

2. Marketing Benefits

MBE agrees to provide the Sponsoring Entity with specific "Marketing Benefits".

- Two Featured Products included.
- Each product featured in one My Baby Experts Amazon Live Show Episode.

- Each Episode replayed monthly with a live chat.
- Each product review edited into an "Expert Review" Video which will be added to our Video Libraries and displayed on the My Baby Experts website, Amazon Storefront, and various product pages.

The Parties agree that the Marketing Benefits listed above constitute the complete scope of work for this agreement. No guarantee is made with regards to sales, placement, or audience/customer engagement.

3. Term and Termination

3.1 The Initial Term ("Initial Term") of this Agreement shall be for 12 months commencing on the Effective Date. This Agreement shall automatically renew for consecutive additional periods of 12 months (each, a "Renewal Term") unless terminated by either Party in writing at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term then in effect (as applicable). The Initial Term and any applicable Renewal Term(s) shall hereafter be referred to collectively as the "Term".

3.2 Either Party (the "Terminating Party") may terminate this Agreement in the event of a breach of the Agreement by the other Party (the "Breaching Party") by providing thirty (30) days' prior written notice to the Breaching Party unless such breach is cured by the Breaching Party within said notice period. This Agreement may be terminated by MBE if Sponsoring Entity fails to make any payments due hereunder, to MBE on or before the date such payment is due and such failure continues for a period of ten (10) days from delivery of written notice thereof. Such termination will not alter the obligation of the Sponsoring Entity to continue to provide payments to MBE as per the terms of this agreement. If this Agreement is terminated by MBE without a breach by Sponsoring Entity, then Sponsoring Entity will have no further obligation to pay MBE for the remainder of the term.

4. Fees

In exchange for MBE providing the Marketing Benefits listed above, Sponsoring Entity shall on a monthly basis, pay MBE a set "Monthly Marketing Fee" of \$1,200.00. The Monthly Marketing Fee set payment will occur on the 1st of each month prior to the month of Marketing Service via automatic ACH payment. MBE reserves the right to increase or decrease the amount of the Monthly Marketing Fee after the Initial Term in any subsequent Renewal Term.

5. Intellectual Property

Unless otherwise specifically agreed to in writing by MBE, any and all reports, computer programs, documentation, specifications, work product, source code, algorithms, routines, graphics, files, diagrams, charts, functional descriptions, photographs, videos, surveys, or other materials, writings, or works of authorship (and any drafts of the foregoing) created, developed, or prepared by MBE, its employees, agents, or subcontractors in the course of performing the Services under this Agreement (collectively, "Work Product") shall remain the property of MBE. Sponsoring Entity agrees it shall retain no ownership interest of any kind in MBE's Work Product and shall be deemed to have expressly disclaimed any and all right, title, or interest in and to such Work Product. Sponsoring Entity shall take no action, which may adversely affect or impair MBE's ownership of such materials and rights to MBE's Work Product. MBE retains all right, title, and interest in and to all confidential and proprietary information possessed by MBE which include, without limitation, trade secrets, know-how, inventions, designs, techniques, processes, computer programs, algorithms, schematics, data, sales, and marketing plans, pricing arrangements and other business, technical and financial information ("Proprietary Information") and all copyrights, patent rights, trade secret rights, and other intellectual and industrial property rights of any sort with respect thereto); and all service marks, trademarks, logos, slogans, trade names, or any other designations (collectively, "Marks"). Notwithstanding anything else to the contrary herein, Sponsoring Entity may not use any Marks or Work Product, on its website or otherwise, in advertising or in marketing the Products, without MBE's express written consent. Further, Sponsoring Entity shall not use, possess, publish, or otherwise disclose any Proprietary Information without the prior written consent of MBE. Sponsoring Entity shall receive all Proprietary Information in strictest confidence, as a fiduciary of MBE, and shall use all reasonable efforts to protect the MBE's Proprietary Information.

6. Confidentiality

The Parties acknowledge that during the Term hereof, a Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") or the Receiving Party may receive in performing its obligations under this Agreement, information which is considered proprietary, confidential, and/or competitively-sensitive by the Disclosing Party and agrees to take all reasonable and necessary steps to preserve the confidentiality of all information designated by the Disclosing Party, in writing or orally, as such ("Confidential Information"), whether communicated by the Disclosing Party or received, in writing, electronically, orally or otherwise.

Confidential Information shall not include: (i) information which at the time of disclosure was generally available to the public; (ii) information which subsequent to its disclosure is published or otherwise becomes available to the public through any means other than an act or omission of the Receiving Party; (iii) information which was previously known to the Receiving Party free of any obligation to keep it confidential or which is subsequently developed in good faith by the Receiving Party; or (iv) information rightfully acquired in good faith from a third party on a non-confidential basis without breach of an agreement to maintain said information in confidence. Confidential information shall not be used or allowed to be used, by the Receiving Party for any purpose other than to facilitate its performance under this Agreement or disclosed to any third party without the Disclosing Party's prior written consent, unless such disclosure is compelled by law or order of a court or other government authority, provided that the Receiving Party gives prompt notice of such disclosure to the Disclosing Party if such notice is legally permitted, and to the extent that in such court proceedings, the information is disclosed on a limited basis or pursuant to a protective order (it being understood that all costs and expenses associated with such a protective order shall be borne by Disclosing Party), then the scope of disclosure of such information shall be limited to the scope permitted by such proceedings and such information shall otherwise be deemed to continue to be Confidential Information. Confidential information disclosed to the Receiving Party is and shall remain the property of the Disclosing Party. The Receiving Party shall return all Confidential Information, and all copies thereof, promptly upon the reasonable written request of the Disclosing Party and upon the termination of this Agreement. Each Party acknowledges that monetary damages may not be an adequate remedy for any threatened or actual breach of this Section by the other Party and agrees that the non-breaching Party shall be entitled to an injunction, specific performance, or other equitable relief for any such threatened or actual breach without the necessity of posting bond. The obligations set forth in this Section shall survive the termination of this Agreement.

7. Indemnification

Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, members, managers, agents, affiliates, attorneys, and successors and assigns from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs, and expenses (including, without limitation, interest, penalties, attorney's fees, and disbursements) which may at any time be suffered or incurred by or be asserted against any or all of them, on account of or in connection with: (a) breach of any warranty or representation in this Agreement, or failure in any way to perform any obligation under this Agreement; (b) personal injury, death, or damage to or loss of any property arising out of either party's Products or services, negligent actions or omissions or willful misconduct in furtherance of or pursuant to this Agreement; or (c) any claim, cause of action, judgment, liability, or expense relating to or arising out of the negligent acts or omissions or willful misconduct under this Agreement.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL MBE OR ITS EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, AFFILIATES, CONTRACTORS OR AGENTS, BE LIABLE TO SPONSORING ENTITY OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS, REVENUE, DATA, OR USE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, INCLUDING, WITHOUT LIMITATION, LEGAL THEORIES OF CONTRACT, TORT, OR STRICT LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Miscellaneous

9.1 It is the intent of the Parties that MBE and Sponsoring Entity shall each have the status of an independent contractor, and no provision in this Agreement shall be construed in a manner that would indicate otherwise. Each Party shall be responsible for the operation of its respective sole and separate business, including the payment of its own costs and expenses incurred in connection therewith.

9.2 The Agreement is to be governed and construed in accordance with the laws of the State of New Jersey. Any legal proceedings to enforce the Agreement shall be brought in the Superior Court of New Jersey, Morris Vicinage, and the Parties hereby waive any claim or defense that such forum is not convenient or proper or that said courts do not have personal or subject matter jurisdiction. Each party waives its right to trial by jury, and the prevailing Party will be entitled to recover its reasonable attorney's fees and costs in connection with enforcing this Agreement. If any legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to all costs, including but not limited to court costs and reasonable attorney's fees.

9.3 The Agreement and any attached exhibits constitute the entire and only agreement between the Parties with respect to the subject matter hereof, and supersedes all prior statements, agreements, understandings, communications, representations, and/or promises, whether in writing or oral, of the Parties relating hereto.

oogiebear

I agree to the terms and conditions of this agreement.

Nina

Farzin

3/2/21

Nina Farzin

CEO/ Owner

New Parent World LLC

I agree to the terms and conditions of this contract.

First Name

Last Name

Signature