



## Client Services Agreement – D1

THIS CLIENT SERVICES AGREEMENT (this "Agreement") is entered as of February 1<sup>st</sup>, 2022 (the "Effective Date") by and between Luminess Direct LLC, a Texas Limited Liability Corporation ("Advertiser") with offices at 12802 Capricorn, Stafford, TX 77477, and D2H partners, LLC, a Delaware Limited Liability Corporation, with offices at 316 W. 2<sup>nd</sup> Street, Suite 1202, Los Angeles, CA 90012 ("D2H Partners") and (collectively, the "Parties").

### 1. Services

Advertiser hereby engages D2H Partners as Advertiser's Spanish-language and Hispanic In-culture agency of record to perform the following services: (a) work with Advertiser to plan and execute advertising media buying campaigns; (b) research, plan, and purchase media time and space on television, and other marketing channels and formats as needed; (c) conduct and furnish competitive and media analytics; (d) consult on the strategy, copy and design of all messaging and assets required to execute the above, including but not limited to Hispanic television and other assets TBD.

D2H Partners shall perform such other services on a non-exclusive basis.

Pursuant to the services described herein, Advertiser hereby authorizes D2H Partners to enter into media purchases from various media outlets pursuant to any plan agreed upon by Advertiser and D2H Partners. Advertiser acknowledges and understands that media buys are booked in advance by D2H Partners and are subject to market pricing and industry practices, platform regulations, and other market conditions. As a result, linear media outlets do not guarantee that all of the airings and impressions booked on behalf of Advertiser will actually "clear" and, therefore, D2H Partners cannot and does not guarantee cleared impression levels in advance. As a result, Advertiser hereby authorizes D2H Partners to book in excess of the approved advertising budget (not to exceed 20% of the budget) requested by Advertiser in an effort to deliver expected budget goals. Advertiser acknowledges that media expense is based off "cleared" advertising booked on its behalf by D2H Partners, and, regardless of whether D2H Partners has overestimated or underestimated the "clearance" level, Advertiser will pay for the actual time aired and impressions delivered.

Two handwritten signatures in blue ink are located in the bottom right corner of the page. The signature on the left is more legible, appearing to read 'M. P. K. 4/12/22'. The signature on the right is more stylized and less legible.

## 2. Compensation, Billing and Expenses

**Paid Media Planning & Buying** - Advertiser shall pay to D2H Partners an agency commission of 10% (ten percent) of the gross amount of the Bookings charged by broadcast, satellite and cable outlets and ad networks as well as representatives, agencies, brokers, vendors and syndicators working in connection therewith for Advertiser's Bookings for media time and space purchased, planned and/or negotiated on behalf of Advertiser.

Media expenses and commissions shall be invoiced upon collection of post-log reports from outlets on a weekly basis and paid on a net 15-day basis unless otherwise agreed.

**Performance Guaranteed Media (PGM)** - Where applicable, Advertiser shall pay to D2H Partners a fixed Cost-per-Action ("Bounty") to be determined on a case-by-case basis.

PGM Bounties will be billed weekly two weeks after any given broadcast week for immediate payment.

## 3. Agency Relationship

Notwithstanding anything to the contrary set forth herein, Advertiser, as principal, acknowledges and agrees that D2H Partners is Advertiser's agent for all Spanish-language and in-culture media placed in accordance with this Agreement, and that except as expressly provided in this Section below, D2H Partners shall not be responsible, directly or indirectly, jointly or severally, for the cost of media placed pursuant to this Agreement. Advertiser acknowledges and agrees that D2H Partners will, whenever reasonably possible, place media orders subject to acceptance by the media of sequential liability. By sequential liability, Advertiser and D2H Partners understand and agree that (a) media may be entitled to hold D2H Partners liable for payment for media orders solely to the extent payment has been made and cleared from Advertiser to D2H Partners for marketing messages placed in accord with this Agreement; and that (b) for sums not paid or cleared to D2H Partners, Advertiser shall be solely liable for the cost of any such media without recourse in any manner to D2H Partners.

## 4. Reconciliation and Invoice Procedures

D2H Partners receives invoices and performance affidavits from outlets and platforms (the "Receipts & Media Affidavits") that report on airings and impressions that have actually aired during the previous broadcast month, regardless of what may have been booked or ordered. On or about the 30th day following each broadcast month, D2H Partners will reconcile information with respect to that month and archive back-up reports of final reconciled invoices to Advertiser (the "Final Monthly Media Invoice"). If for some reason D2H Partners does not receive any Receipt or Media Affidavit in a timely fashion from any platform, D2H Partners will submit an additional invoice after the Final Monthly Media Invoice. Any amount due shall be paid by Advertiser in the following month's Final Media Invoice. Likewise, any credits due to Advertiser will be applied to the subsequent Final Monthly Media Invoice. All of the foregoing documentation shall be deemed confidential information subject to the confidentiality provisions set forth herein.

Handwritten signature and date: 4/13/12



## 5. Client Service Routines and Reports

Advertiser agrees to provide and share data, on a daily basis, for all agreed upon key performance indicators in the sales funnel.

D2H Partners will make all reasonable efforts to provide weekly Activity and Media reports to Advertiser. Regularly scheduled summary reports and recommendations will also be delivered at a pre-defined cadence for any given campaign or schedule (hereafter, "Reports"). All reports prepared by D2H Partners are based upon data that is provided to D2H Partners by various media outlets and the Advertiser. While D2H Partners takes all reasonable efforts to ensure the accuracy of its Activity, Media and Campaign Reports to Advertiser, because such reports are based on interim information provided by outlets and the Advertiser, the accuracy of the reports cannot be guaranteed until final receipts and affidavits are reconciled.

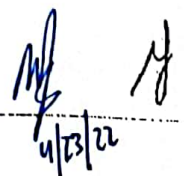
Advertiser hereby acknowledges that D2H Partners is not responsible for any loss or damage caused by Advertiser's reliance on the Media Reports. D2H Partners makes no guarantees with respect to audience deliveries, CPP, GPMs and media profitability from its media buys. D2H Partners will make best efforts to provide accurate reporting based upon third party information, but will make no guarantee of the accuracy of such reporting. Such documentation shall be confidential and may not be released by Advertiser without D2H Partners prior written approval.

## 6. Media Cancellation

If Advertiser requests cancellation of media for any reason, D2H Partners will make all reasonable efforts to cancel such media, however Advertiser hereby acknowledges that if media cannot be cancelled, subject to the media outlets' cancellation policies, Advertiser is responsible for all costs associated with that media. Advertiser acknowledges that D2H Partners makes no representation, warranty, guaranty or other commitment with respect to its ability to cancel any media following Advertiser's request; and shall have no liability whatsoever to Advertiser or any other party with respect to its inability to cancel any such media for any reason.

## 7. Term and Termination

The initial term of this Agreement shall commence on the Effective Date and shall continue for an initial testing period of **90 days**. After the end of said testing period, and unless specifically cancelled, contract shall automatically renew for a 1-year period, and consecutively thereafter, provided that: (a) either party may terminate this Agreement for any or no reason upon **30 days** prior written notice to the other party; (b) D2H Partners may immediately terminate this Agreement by giving written notice to Advertiser in the event Advertiser fails to make any payment within **three business days** after its due date; and (c) either Party may immediately terminate this Agreement by giving written notice to the other Party in the event of (i) the liquidation or insolvency of the other Party, (ii) the appointment of a receiver or similar officer for the other Party, (iii) an assignment by the other Party for the benefit of all or substantially all of its creditors, (iv) entry by the other Party into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or (v) the filing of a meritorious petition in bankruptcy by or against the other Party under any bankruptcy or debtors' law for its relief or reorganization.

  
4/23/22

## 8. Indemnification

Advertiser shall indemnify, defend, and hold harmless D2H Partners, and its officers, directors, employees, successors and permitted assigns (the "D2H Partners Indemnified Parties") from and against any and all third-party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, penalties, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (collectively, "Claims"), suffered by any of the D2H Partners Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from (i) use by D2H Partners of any descriptions or depictions of, or representations regarding Advertiser's organization, products, services, industry or competitors from materials furnished by Advertiser to D2H Partners; (ii) the use by D2H Partners in connection with its services hereunder of any materials or information furnished by Advertiser; (iii) any allegations that Advertiser's services or products are defective, injurious or unlawful; (iv) material breach of any of Advertiser's representations, warranties, obligations or covenants set forth in this Agreement; and (v) claims that any Advertiser advertising materials, services or products violate any laws or violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, unfair competition or trade secret laws, rights of privacy or publicity, or any trademark, copyright, patent or other intellectual property rights.

## 9. Advertiser Representations and Warranties

Advertiser represents and warrants that all materials provided to D2H partners will comply with all laws; and will not infringe any third parties' intellectual property or other rights.

## 10. Survival

The terms and conditions of this Agreement regarding, confidential information, indemnification, warranties, payment, governing law, jurisdiction, attorneys' fees and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

## 11. Confidentiality:

"Confidential Information" of a disclosing Party hereto ("Discloser") means the Discloser's non-public strategic, technical, business, operational, financial and marketing information and the terms and conditions of this Agreement and any PO(s). Each of the Parties agrees that the Confidential Information of Discloser shall not be used by the other Party hereto ("Recipient") for any purpose other than performing the Recipient's obligations hereunder, and, except as set forth or contemplated herein, Recipient will not at any time or in any manner, either directly or indirectly, publish, communicate, divulge, disclose, disseminate or otherwise reveal the Confidential Information of Discloser to any person, entity or third party without Discloser's prior consent. Recipient agrees that it shall treat all Confidential Information of Discloser with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care.





12. Notices

Except as otherwise provided herein, any notice or other communication hereunder must be in writing addressed to the other Party at the addresses listed below their signatures hereto and will be deemed delivered either (i) upon hand delivery, (ii) on the business day following deposit with a reputable overnight express courier, such as FedEx, (iii) three days after mailing by certified mail, return receipt requested, or (iv) upon confirmed fax transmission (or, if not transmitted on a business day, on the next business day).

13. Governing Law; Venue & Jurisdiction; Attorneys' Fees:

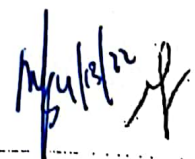
The Parties expressly agree that this Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions. The state and federal courts located in the State of Texas will have exclusive jurisdiction and venue of all disputes arising in connection with this Agreement; each Party expressly agrees to and does hereby submit to the jurisdiction and venue of such courts. The prevailing party in any suit or proceeding related to this Agreement shall be entitled to recover its reasonable attorneys' fees and related costs from the party that did not prevail.

14. Amendments

This Agreement may only be modified in writing signed by a duly authorized representative of both Parties.

15. Limitation of Liability:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY UNDER OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF MADE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.



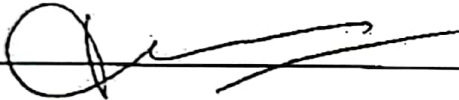
Entire Agreement:

This Agreement constitutes the full and complete agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, representations, proposals, discussions and communications, whether oral or in writing.

Agreed:

Advertiser:

Luminess Direct, LLC




Name: Nicolas Pietropinto

Title: President of Global Sales

Date: 04-12-2022

D2H Partners, LLC:

D2H Partners, LLC



Marcelino Miyares, Jr.

Title: Managing Partner

Date: 4/13/22