



To: Sarah Richardson  
For: Pax Labs  
From: Grit Creative Group LLC  
Date: July 27, 2015  
Re: Public Relations/Influencer Relations

This Scope of Work (this "**Agreement**") is made effective as of the 27 day of July 2015, by and between Grit Creative Group LLC, a New York limited liability company with an address at 195 Plymouth Street, 4<sup>th</sup> Floor Suite 4, Brooklyn New York 11201 ("**Contractor**") and Pax Labs, Inc., a Delaware corporation ("**Client**").

1. Project Managers: For Client: Sarah Richardson  
  
For Contractor: Janjay Sherman
2. General description of Project: Public Relations/Influencer Relations
3. Description of Services and Deliverables: Contractor shall provide the following services rendered to the Client (collectively "**Services**");

**PUBLIC RELATIONS:**

- A. Media Relations – targeted press outreach / post event servicing for lifestyle coverage/press trip procurement and management:
  - Contractor shall provide 3-4 lifestyle press people for Outside Lands event, each person to be approved by Client prior to the event.
- B. Influencer Relations/Procurement– tailored guest outreach unique to each influencers interests and brand:
  - Contractor shall provide two "**Social Buzzmakers**," for each of 6 events. Each Social Buzzmaker shall have a minimum of 30,000 followers on social media and shall be active on at least two social media channels (e.g. Facebook and Twitter, or Twitter and Instagram).
  - Contractor shall ensure that each Social Buzzmaker posts at least once per social media channel on at least two channels. The timing of these posts shall be determined and/or approved by the Client.
  - Contractor shall provide supplemental influencer/social media attendance at lifestyle retailer PAX events – dates TBD/pending for Gentry Brooklyn, Tenet Hamptons, American Rag LA, and SF store location TBD.
  - Contractor shall secure one blogger, to be approved by Client, to do a blog post on one east coast event and one west coast event.
- C. Contractor shall develop influencer engagement efforts to establish a network of creatives to leverage as loyalists for Juul/Pax brand activations. The plan of development shall be approved by the Client.

- D. Contractor shall be responsible for Media Material Creation, i.e. media alerts for press distribution.
- E. Contractor shall be responsible for photography management i.e. the shot list and working with wire photographer.
- F. Contractor shall be responsible for the post press wrap report.

**PROGRAM ADMINISTRATION:**

- A. Contractor shall participate in bi-weekly update and approval call with the Client at times to be agreed upon by the Project Managers.
  - B. Contractor shall provide on-site support for special projects when possible.
4. Term of Project: July 28, 2015 to August 28, 2015
5. Termination: Notwithstanding the foregoing, this Agreement may be terminated prior to its expiration. Contractor requires a 30-day notice period for service cancellation.
6. Contractor Fees and Expenses:
- A. \$7,500.00 per month for the term of two months made payable on the first of each month, with the first month's fee due upon the execution of this Agreement. Timing for second month still TBD.
  - B. Client to provide Grit with talent budget to use toward associated fees for influencer wrangling and accommodations. Cost to be presented to client for approval.
  - C. The Client will reimburse Grit for all reasonably necessary expenses related to the project. Reimbursement is subject to presentation of adequate proof of such expense i.e. receipts. Any expenses in excess of \$50 will require the Client's prior approval to be eligible for reimbursement.
7. Performance  
Contractor warrants that the Services will be performed in a professional and workmanlike manner and that they will be in conformance with the requirements of this Agreement. Contractor shall use its best efforts, and shall devote such amounts of its time, personnel and resources as are necessary or appropriate to achieve the objectives set forth in this Agreement.
8. Independent Contractor  
Contractor will perform all Services solely as an independent contractor and not as an employee, agent or representative of Client. Unless otherwise agreed to in writing, neither Contractor nor Client, nor their respective employees or agents, are authorized to act, appear to act, or represent itself to others, as a representative of the other party.
9. Indemnification  
Contractor will indemnify Client against any third party claims and damages arising from any breach of this Agreement by Contractor.
10. Force Majeure  
Neither party shall be deemed in default hereunder nor incur liability to each other due to any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to failure of suppliers, strikes, lockouts or other labor disputes, riots, acts of war, terrorism or civil unrest, earthquake, fire, utility or network shortages or interruptions, the elements or acts of God, or governmental requirements or legal restrictions ("**Force Majeure**"). In an event of Force Majeure which lasts for at least ten (10) days, the party not subject to the Force Majeure has the right to terminate this Agreement on further written notice to the other.
11. Governing Law:

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, U.S.A., excluding any conflicts of laws principles.

Agreed to and accepted as of July 27, 2015.

CLIENT:  
PAX LABS

Sign: Sarah Richardson

Print: Sarah Richardson

Title: Director, Corporate Communications

CONTRACTOR:  
GPH CREATIVE GROUP, LLC

DocuSigned by:  
Sign: Janjay Sherman

Print: Janjay Sherman  
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Title: MANAGING PARTNER

FEDERAL TAX ID NO.: 46-3698653