

SOCIAL MEDIA BRAND AMBASSADOR AGREEMENT

This Social Media Brand Ambassador Agreement (“AGREEMENT”) is entered into effective [REDACTED] (the “EFFECTIVE DATE”) by and between Central Garden & Pet Company, along with its subsidiaries, divisions, affiliated and/or related companies, a Delaware corporation with its principal place of business at 5401 W Oakwood Park Drive, Franklin, WI 53132. (collectively, “CG&P”) and [REDACTED], an individual domiciled in the State of [REDACTED], and currently residing at [REDACTED] (“PROVIDER”).

A. CG&P desires the services, assistance and skill of PROVIDER in performing the work, duties, and services as delineated and described on **Exhibit A** attached hereto (the “CAMPAIGN”).

NOW THEREFORE, in consideration of the provisions, covenants, and mutual undertakings of the parties as provided herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. PROVIDER's Responsibilities.

(a) During the TERM (as defined in **Paragraph 6** below) of this AGREEMENT, PROVIDER shall be diligent in fully executing, performing, and implementing the CAMPAIGN. Specifically, PROVIDER shall determine, prioritize, and/or perform the CAMPAIGN requirements of CG&P as explained by CG&P personnel and implement the CAMPAIGN to meet said requirements. PROVIDER hereby represents and warrants that for the TERM of this AGREEMENT, the services rendered by PROVIDER for the CAMPAIGN shall be provided exclusively by PROVIDER.

(b) PROVIDER shall comply with all applicable laws/rules/regulations, including, but not limited to, those guidelines as promulgated by the Federal Trade Commission (“FTC”).

2. Compensation to PROVIDER. During the TERM of this AGREEMENT, CG&P shall give PROVIDER certain compensation as delineated on the CAMPAIGN. CG&P shall have no liability to PROVIDER, nor shall CG&P provide compensation to PROVIDER, for any excess work not pre-approved by CG&P in writing.

PROVIDER further understands that CG&P will not supply to PROVIDER any workers' compensation insurance, health or dental insurance, or any employee benefits of any kind whatsoever, all of which, PROVIDER agrees is PROVIDER's responsibility.

3. Indemnification.

(a) CG&P hereby indemnifies and holds PROVIDER forever harmless from and against any and all liability, actions, claims, or losses of any kind arising out of or by reason of any act of PROVIDER authorized by CG&P.

(b) PROVIDER hereby indemnifies and holds CG&P, its parent company, divisions, subsidiaries, affiliates, agents, shareholders, directors, officers, employees, successors, and assigns forever harmless from and against any and all liability, actions, claims, or losses of any kind arising out of or by reason of PROVIDER's negligence, or PROVIDER's breach of this AGREEMENT, or any other act or omission of PROVIDER (including any unauthorized act of PROVIDER attempting to bind CG&P).

4. Ownership of Information, Data, Results, Analyses; and Confidentiality of Such. Each and every right, title and interest in and to any and all information regarding CG&P's products, and each and every right, title and interest (including copyrights) in and to the CAMPAIGN and any and all data, results, analyses, computer codes, techniques, algorithms and the like conducted, prepared and/or incorporated/utilized by PROVIDER hereunder, shall immediately vest in CG&P and shall be the sole property of CG&P. PROVIDER shall have no rights or interests whatsoever in or to such. Upon compensation of any deliverables delineated in the CAMPAIGN, such compensation to occur as stipulated in **Paragraph 2**, each and every right, title and interest in and to such deliverables shall immediately vest in CG&P and shall be the sole property of CG&P.

PROVIDER irrevocably waives and agrees never to assert any moral rights PROVIDER may have in the CAMPAIGN, even after the termination or expiration of this AGREEMENT. PROVIDER understands that the term “moral rights” means any rights of paternity or integrity, including any right to claim authorship of a copyrightable work, to object to modification of such copyrightable work, and any similar right existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right,” including, without limitation, the rights of attribution and integrity in works of visual art pursuant to 17 U.S.C. 106A.

5. Confidentiality. Each party hereto possesses certain confidential information (“CONFIDENTIAL INFORMATION”) relating to its respective products and/or business.

(a) The party receiving CONFIDENTIAL INFORMATION (the “RECEIVING PARTY”) from the other party (the “DISCLOSING PARTY”) agrees:

(i) Not to disclose any such CONFIDENTIAL INFORMATION to any third party without the prior written consent of the DISCLOSING PARTY;

(ii) Not to commercially exploit, nor use in any way for commercial purposes, nor use for any other purpose whatsoever other than in furtherance of this AGREEMENT, such CONFIDENTIAL INFORMATION, either for itself or any other person, firm, corporation, or entity, without the prior written consent of the DISCLOSING PARTY;

(iii) To keep all such CONFIDENTIAL INFORMATION, whether in tangible or intangible form, strictly secret, confidential, and undisclosed, and to take any and all necessary measures in order to effectuate this obligation and in order to prevent the unauthorized use, disclosure, and/or reproduction thereof; and

- (b) The RECEIVING PARTY's obligations under the above paragraph shall not apply to:
- (i) Any information which is, or later becomes, generally available to or generally known by the public or the trade;
 - (ii) Any information which, at the time of disclosure hereunder, was already within the RECEIVING PARTY's possession and/or knowledge;
 - (iii) Any information which corresponds in substance to any information received in good faith by the RECEIVING PARTY from a third party having the legal right to make such a disclosure; or
 - (iv) Any information which is developed by one of the RECEIVING PARTY's employees wholly independently of disclosure hereunder.

Nothing in this **Paragraph 5** shall be deemed by implication or otherwise to convey to the RECEIVING PARTY any rights, title, or interests, other than as stated herein, under any patents, patent applications, inventions, processes, trademarks, or copyrights which are owned by or licensed to or supplied to or by the DISCLOSING PARTY.

6. Term and Termination. Unless earlier terminated as provided herein, this AGREEMENT shall be in full force and effect from the EFFECTIVE DATE and will remain in effect for three months thereafter unless terminated and will automatically renew for successive three-month periods. Either party may terminate this AGREEMENT upon thirty (30) days advance written notice.

The terms, conditions, rights, duties, and obligations set forth in **Paragraphs 3, 4, and 5** herein, and any other paragraph which by its plain language is intended to survive this AGREEMENT, shall survive any termination of this AGREEMENT. The terms, conditions, rights, duties, and obligations of this AGREEMENT shall apply to any renewal or extension of the TERM of this AGREEMENT, unless modified by the parties in writing pursuant to the terms of this AGREEMENT

7. Miscellaneous.

(a) Assignment. This AGREEMENT shall not be assignable in whole or in part by PROVIDER without the prior written consent of CG&P, which consent may be withheld, conditioned or delayed in CG&P's sole discretion.

(b) Force Majeure. Neither party shall be liable for any failure to perform under this AGREEMENT when such failure (other than failure to make any payment of sums due hereunder) is caused by factors beyond the reasonable control of such party, including by way of illustration, but not limited to, war, embargo, fire or other calamity, strikes, unavailability of raw materials or ingredients, supply allocations, or actions of governmental authorities.

(c) Binding Upon. This AGREEMENT shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective heirs, devisees, legatees, executors, administrators, successors, and permitted assigns.

(d) Choice of Law. This AGREEMENT shall be construed in accordance with and shall be governed by the laws of the State of Delaware.

(e) Equitable Relief. PROVIDER understands that any breach of this AGREEMENT will cause CG&P substantial and irreparable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available to CG&P, PROVIDER acknowledges and agrees that CG&P shall have the right to seek specific performance and injunctive relief.

(f) Entire Agreement. This AGREEMENT, including the Recitals herein, the Exhibits and each and every CAMPAIGN attached hereto, comprises the entire agreement between the parties and supersedes all other understandings or agreements between the parties relative to the subject hereof. Each party hereto has cooperated in the drafting and preparation of this AGREEMENT. No principles of construction will be applied against either party on the basis that such party drafted this AGREEMENT.

(g) Amendment/Modification. This AGREEMENT may not be amended or modified except through a writing referencing this AGREEMENT and fully executed by both parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this AGREEMENT to be executed by its duly authorized representative as of the EFFECTIVE DATE.

CG&P

Central Garden & Pet Company

By: _____

Name: _____

Title: _____

Date: _____

PROVIDER

Zilla Brand Ambassador

By: _____ (Sign)

Name: _____ (Print)

Date: _____

Exhibit A
Campaign

CAMPAIGN name: Zilla Brand Ambassador Program CAMPAIGN description:

- Follow @ZillaRules on Instagram and like the Zilla page on Facebook.
- Promote Zilla with at least two (2) posts and two (2) stories on your social media accounts for products supplied. Posts and stories must be original content.
- Post on Facebook and Instagram using the following hashtags #ZillaAmbassador and #RepYourself and tag @ZillaRules on Instagram. Afterwards, DM Zilla on Instagram to inform us of your post.
- Engage with Zilla on social media posts, by liking, commenting and or sharing at least three (3) times monthly.
- Understand and educate other social media users about the Zilla Brand and products whenever possible. Tag Zilla in the comments and shoot us a DM when you do.
- Approve Zilla to share your social media posts and utilize photographs for CG&P's marketing and/or promotional efforts in all media.

Deliverables: In addition to the CAMPAIGN description, PROVIDER shall supply CG&P with a copy of the photographs for CG&P's marketing and/or promotional efforts in all media. Photos must be supplied within 30 days of receiving product.

Social Media Post Requirements:

Caption should describe the product in the photo and incorporate relevant hashtags. Posts must always include #ZillaAmbassador and #RepYourself and mention @ZillaRules.

- Example: "Turbo is chomping on his grubs, but little does he know I sprayed them with Zilla Calcium Supplement Spray to ensure he gets the vitamins he needs."
- Example: "Just cleaned out Max's terrarium and look at him basking on some fresh Zilla Desert Blend Substrate"

Compensation: Complementary Zilla products, opportunities to be featured on Zilla's website and social media, early access to discounted new release products, and of course Zilla Swag!