

STANDARD INDEPENDENT CONTRACTOR AGREEMENT

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STANDARD INDEPENDENT CONTRACTOR AGREEMENT

This Standard Independent Contractor Agreement ("Agreement") is entered into as of the starting date defined in the Scope of Work (SOW) by and between Overproof Team, LLC, a Florida corporation with a principal place of business at 425 NW 26th Street, Miami, FL 33127 ("Company"), and the independent contractor as defined in the Scope of Work ("Contractor").

1 Services.

1.1. Nature of Services.

The Contractor will perform the following services within the limitations of local, state, and federal laws and regulations: (the "Services"): engaging with beverage distributors and retailers concerning the products represented by the Company (the "Products"), with the aim of increasing the visibility and sales of the Products; consulting with and on behalf of the Company on the Products and on recipes featuring the Products; and education (e.g., consumer sampling, product training, and mixology seminars) for the Company and for distributors and retailers of the Products, and their guests and customers.

1.2. Quality of Services.

The Contractor will perform such services in a diligent and workmanlike manner and in compliance with the Company's Code of Conduct, which may change from time to time. The content, style, form, and format of any work product of the Services shall be completely satisfactory to Company and shall be consistent with Company's standards. The parties agree that the Contractor's services shall be rendered at the location set forth in the SOW. Our most recent Code of Conduct can be reviewed on our website: www.overproofteam.com/code

1.3. Targets.

The Contractor will endeavor to reach the targets as defined in each Scope of Work ("SOW") agreed and signed between Company and Contractor. Such SOW may include targets, among other targets, like the placement of the Products at a set number of new retailers, both off- and on-premise ("Point of Distribution" or "PODS"); A set number of in-market brand activations such as staff training, consumer sampling events; and a specific sales order targets by each such retailer, commonly expressed in a number of bottles or 9-Liter equivalent cases of the Products.

1.4. Right of Publicity.

Contractor hereby grants Company the right, but not the obligation, to use and to license others the right to use Contractor's and its members, employees and subcontractors' names, voices, signatures, photographs, social media content, likenesses and biographical information in connection with and related to the Services.

1.5. Relationship of the Parties.

The Contractor enters into this Agreement as and shall continue to be an independent contractor. Though the Company promotes an inclusive and team-forward corporate culture, under no circumstances shall Contractor look to Company as his/her employer, or as a partner, agent or principal. Neither the Contractor, nor its members, employees, or subcontractors shall be entitled to any benefits accorded to Company's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay.

1.6. Compensation, Insurance, Taxes and Reimbursement.

1.6.a. Compensation.

During the term of each SOW, and no later than 10 days following Contractor's submission of an invoice to the Company, Contractor shall be compensated by the Company as defined in the SOW. The Compensation shall consist of:

- I. A 'base fee', which shall be payable within 5 days after starting date defined in the SOW.
- II. A 'completion fee', which shall be payable within 15 days after achievement and/or delivery of all targets to the Company's satisfaction as set forth in each SOW.

1.6.b. Insurance and Taxes.

Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, general liability insurances, and other payroll type taxes applicable to such compensation.

1.6.c. Expenses.

Contractor's expenses such as license fees, permit application fees, promotional materials, travel expenses, or any other in-market out of pocket expenses shall be reimbursed by Company provided that such expenses do not exceed the agreed corresponding budgets as defined in the SOW. Expenses that are not defined in the SOW or that do not have a budget defined in the SOW, may be reimbursed by the Company, only when written approval by the Company was given to Contractor prior to the occurrence of the expense. Expenses shall be reimbursed within 30 days of the submission by Contractor of invoices or receipts, unless otherwise agreed in the SOW.

2 Term.

2.1. Initial Term.

The initial term of this Agreement ("Term") commences on the first day of the first executed SOW and shall have no set termination date ("Termination Date"). Either party may terminate this Agreement in writing at any time. This Agreement shall automatically terminate after a period of twelve consecutive months during which no SOW was agreed and executed between Contractor and Company.

3 Protection of Company's Confidential Information.

3.1. Confidential Information.

Contractor recognizes that Contractor has had and will have access to Confidential Information that, if disclosed or otherwise made public, would cause substantial harm and loss, the dollar amount of which damage would be difficult, if not impossible, to identify and third parties may obtain an unfair competitive advantage. Contractor further recognizes and agrees that the Company has a legitimate and protectable business interest in the preservation of the Confidential Information. Therefore, Contractor agrees that, at no time during the Restricted Period or thereafter for so long as Company continues in the Business, will Contractor, acting individually or jointly with others, publish, disclose, use or confirm the accuracy or inaccuracy of any Confidential Information that is now known or becomes known by Contractor except to the extent that such publication, disclosure or use is in connection with Company's performance of Services on behalf of the business or best interests of the Company.

Furthermore, Contractor agrees to return all Confidential Information in its possession to the Company upon receipt of a request therefor and immediately upon the Termination Date of this Agreement. Upon return of the Confidential Information as specified above, Contractor agrees not to retain any copies of the Confidential Information in any form of print, electronic or other medium. Contractor acknowledges and agrees that no rights or licenses, express or implied, are granted to the Confidential Information as a result of or related to such Contractor's employment status with Company, or this Agreement.

For the purposes of this Agreement, "Confidential Information" shall mean all information of any kind, whether written or oral, in print or in machine readable form, or in any other medium, which relates to any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, methodology, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, design, process, procedure, formula, or improvement, which Company considers confidential and proprietary. Notwithstanding the foregoing, Confidential Information shall not include information which (i) is or becomes generally available to the public

other than as a result of a disclosure by Contractor, (ii) was within the Contractor's possession prior to such information being furnished to Contractor by or on behalf of any member of the Company, (iii) becomes available to Contractor on a non-confidential basis from a source other than the Company, provided that such source is not known by Contractor to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, any member of the Company with respect to such information, or (iv) is independently developed by Contractor without violating any obligation under this Agreement. Notwithstanding anything contained in this paragraph to the contrary, this Agreement shall not prohibit Contractor from disclosing any Confidential Information to the extent required in order for Contractor to comply with applicable laws, regulations or any legal or regulatory process.

3.2. Company Proprietary Data, Architecture and Designs.

THE CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES THAT THE COMPANY DEVELOPS, OWNS, ANALYZES AND PROTECTS ITS PROPRIETARY INDUSTRY-SPECIFIC ALGORITHMS, DATA AND INSIGHTS ("PROPRIETARY ASSETS"). CONTRACTOR IS GRANTED NO RIGHTS IN OR TO SUCH PROPRIETARY ASSETS, THE COMPANY INFORMATION OR THE INNOVATIONS, EXCEPT AS NECESSARY TO FULFILL ITS OBLIGATIONS UNDER THIS AGREEMENT. CONTRACTOR SHALL NOT USE, SHARE OR DISCLOSE THE PROPRIETARY ASSETS, COMPANY INFORMATION OR INNOVATIONS TO ANY THIRD PARTY DURING THE TERM AND THE RESTRICTED PERIOD.

3.3. Non-Solicitation.

During the term of the Agreement plus a period of one (1) year following the Termination Date of (the "Restricted Period"), Contractor shall not, within the United States and Europe (the "Restricted Territory"), either directly or indirectly, solicit any of Company's employees, agents, independent contractors, suppliers, customers, or clients for itself or on behalf of any third party, involving any type of business opportunity or relationship in a business that provides intellectual technology to the beverage industry or any other industry into which Company expands (a "Competitive Business"), located in the Restricted Territory. Furthermore, Contractor acknowledges and agrees that the employees and agents of the Company are valuable assets of Company and that, if such employees or agents were working for third parties, the Company would sustain substantial loss and harm, the dollar amount of which damage would be difficult, if not impossible, to identify and such third parties may obtain an unfair competitive advantage. Therefore, Contractor agrees that, except in the performance of Contractor's Services to and on behalf of the Business or best interests of Company, Contractor shall not, during the Restricted Period, (i) solicit, recruit, retain, hire, employ or contract for or attempt to solicit, recruit, retain, hire, employ or contract for the services, whether for compensation or not, of any individual who is, or during the prior one (1) year period was, an employee or agent of the Company, or (ii) persuade, influence, counsel or encourage or attempt to persuade, influence, counsel or encourage any such person to resign from or terminate or modify any relationship with the Company.

4 Termination of Agreement.

This Agreement is terminable by either party at any time, with or without cause, effective upon 15 days' notice to the other party. If Company exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Company shall be obligated to compensate Contractor for work performed, on a pro-rated basis, up to the time of termination. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately after unused funds have been returned to the Company, if applicable.

5 Additional Provisions.

5.1. General Liability Insurance

Contractor shall maintain a general liability insurance policy with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, with the Company named as additional insured.

5.2. Governing Law and Attorney's Fees.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law principles. Contractor consents to exclusive jurisdiction and venue in the courts of the State of Florida. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

5.3. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Company's prior written consent which may be withheld as Company determines in its sole discretion. Any such purported assignment shall be void.

5.4. Severability.

If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

5.5. Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or

understandings, inducements or conditions, express or implied, written or oral, between the parties.

5.6. Agency.

Contractor is not Company's agent or representative and has no authority to bind or commit Company to any agreements or other obligations.

5.7. Indemnification.

The Contractor is expected to be up to date on all applicable local, state and federal laws and regulations during the entire Term as defined in the SOW. The Contractor agrees to indemnify and hold harmless the Company and its customers from any claim, damage, liability, loss, expense, arising out their failure to perform the obligations set forth in this Agreement.

5.8. Amendment and Waivers.

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

5.9. Time.

Contactoree agrees that time is of the essence in this Agreement.

5.10. Notices.

Any notice required or permitted under this Agreement may be given by ordinary mail at the addresses specified in this Agreement.