

Brand Partnership Agreement

The agreement between Smartmirror LLC, Houston, Texas 77004, and _____, "Brand" located at _____ involves the mutual referral of each other's products to the respective client base as per terms described below. Smartmirror LLC creates, enhances, markets, and sells the "Forever Beauty Skincare Makeup" app on various platforms, including iOS and Android. The brand is involved in the making of _____.

Smartmirror LLC deliverables:

1. Configure the App for the users so the brand appears to provide the app. The exact details are in Appendix A.
2. Make the App available to the Brand's users as per the terms described in Appendix B,
3. Display brand products to all its paid users as per personalization given by the brand.
4. Add a link to the Brand's website on its website.
5. Include the brand's name on selected marketing material at its discretion.

Brand deliverables:

1. Provide access to the forever beauty App to its users as per Appendix A
2. Make product webpages available for forever beauty to link and display from the App
3. Add a link to the Forever beauty app from its website as a partner.
4. Include the Apps name on selected marketing material at its discretion.

Confidentiality

Each party acknowledges and confirms that any information received from the other party orally or in writing for this partnership Agreement is confidential. Each party shall keep such information confidential and cannot disclose any related information without the other party's written consent. Still, the following information shall not be subject to such confidentiality:

(a) information that is or will be generally known to the public (provided that such information does not result from the receiving party's unauthorized disclosure to the public); applicable laws or security exchange rules require

(b) disclosure of such information; or

(c) information to be disclosed to the directors or the legal or financial advisors of any party for the transactions contemplated under this brand partnership agreement. if such directors or legal or financial advisors are subject to confidentiality obligations similar to those in this **confidentiality clause**.

Any leak of confidential information made by the employee or counsel of one party shall be deemed a leak made by that party. That party shall be liable for the breach in accordance with this brand partnership agreement. This clause shall remain in force regardless of whether this brand partnership is terminated for any reason.

Disparagement

Both parties agree that the Executive will not make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame, disparage, or in any way criticize the personal and/or business reputations, practices, or conduct of Company or Company's employees, officers or directors.

The company agrees that it will instruct its officers and directors not to make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame, disparage, or in any way criticize the personal and/or business reputations, practices or conduct of Executive.

Severability

If any term, provision, covenant, or restriction set forth in this letter is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then, at the election of the Company, the remainder of the terms, provisions, covenants, and restrictions of this letter shall remain in full force and effect.

Jurisdiction

This Agreement is governed by and must be construed in accordance with the laws of Texas, USA. Parties submit to the non-exclusive jurisdiction of Houston, Texas, USA courts.

Liability

Each Party shall maintain product liability insurance coverage appropriate for its products. In case of any product liability claims arising from their respective products, each Party shall handle such claims in accordance with applicable laws and regulations and shall not hold the other Party responsible unless such liability directly results from the other Party's negligence or intentional wrongdoing. The maximum liability of each Party arising out of or related to the products, services, or activities conducted under this collaboration shall be limited to \$5,000 (USD) per occurrence. This limitation applies to all claims, damages, liabilities, costs, and expenses, including but not limited to those arising from negligence, breach of contract, or any other legal theory.

Term and Termination

This Agreement shall commence on the date first written above. It shall continue until the completion of the collaborative projects or until terminated by either Party upon [e.g., 30 days] written notice to the other Party.

Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any dispute arising from or in connection with this Agreement shall be settled through amicable negotiation between the Parties. If the dispute cannot be resolved amicably, the Parties agree to pursue mediation or arbitration to resolve the dispute before resorting to litigation.

Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, understandings, and agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Beauty Brand Name

Signature: _____

Name: [Authorized Signatory Name]

Title: [Authorized Signatory Title]

Smart Mirror LLC

Signature: _____

Appendix A:

Branding:

Your logo will be added along with our logo on the first page.

You will be given a choice of color schemes, You can select one color scheme out of that.

Your name will be also added on one screen.

You will provide a brand code.

You will provide a list of product pages by skin condition.

The app will add links to those pages.

Users will be able to see these products for respective personalization as per the access granted below.

Free Access:

1. Your users can download the app for free.

They will have the option to type a brand code.

Once they type the brand code, they will see the app described above.

Users will exclusively see only your brand as a commercial product.

or

2. You will be given a link to add to your website and marketing material.

If the user clicks on that link to download the app, the user will not need to enter your brand code. They will directly see the App as described above. Users will exclusively see only your brand as a commercial product.

Appendix B:

The free version of the app will only show your brand if the user types your brand code or they download it from a link provided by you. The paid version will show all commercial products available on the platform as per personalization.