

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8235125

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEWDEALDESIGN, LLC	10/01/2021
RECEIVING PARTY DATA	
Name:	CREATEME TECHNOLOGIES LLC
Street Address:	54 HOWARD STREET
Internal Address:	3RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17718298
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	5122009737
Email:	npasarya@mooreiplaw.com
Correspondent Name:	CREATEME TECHNOLOGIES C/O MOORE IP LAW
Address Line 1:	13359 N HWY 183, #406-243
Address Line 4:	AUSTIN, TEXAS 78750
ATTORNEY DOCKET NUMBER:	CRME/0018US
NAME OF SUBMITTER:	NISHI PASARYA
SIGNATURE:	/Nishi Pasarya/
DATE SIGNED:	10/23/2023
Total Attachments: 33	
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AGREEMENT FOR SERVICES AND DELIVERABLES

BETWEEN

CREATEME TECHNOLOGIES AND NEWDEALDESIGN

This Agreement (“*Agreement*”), is entered into between NewDealDesign, LLC (“*NewDealDesign*”), a California Limited Liability Company, located at 1265 Battery Street, Floor 5, San Francisco, California 94111, and CreateMe Technologies LLC (“*Company*”), a Delaware Limited Liability Company, and having a principal place of business at 54 Howard St, 3rd floor, New York, NY 10013. Company and NewDealDesign may be hereinafter collectively referred to as “*Parties*” and individually as “*Party*.”

WHEREAS: Company desires to procure certain market and product related research, engineering design and development services and related ancillary services (collectively, the “*Services*”) and certain tooling and machinery prototypes manufactured by NewDealDesign (collectively, the “*Deliverables*”) for Company’s automated, modularized, on-demand, customized apparel manufacturing solution targeting various retail touch points (the “*Project*”);

WHEREAS: NewDealDesign desires to supply the Services and Deliverables for the Project;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Company and NewDealDesign hereby agree as follows:

1.0 Definitions

1.1 “*Work Product*” means collectively all inventions whether patentable or not, copyrights, trade secrets, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, specimens or samples, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, operation and service manuals, bill of materials, CAD Models, 2D detailed drawings and schematics, simulations and calculations and other materials of any kind that *NewDealDesign* may make, conceive, develop or reduce to practice, and manufacture, alone or jointly with others, in connection with performing Services and Deliverables under this Agreement, or that result from or that are related to such Services and Deliverables, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection. Work Product includes without limitation all Deliverables and Services that NewDealDesign is required to deliver to Company pursuant to this Agreement and all its Attachments and any *Statement Of Work (SOW)* and *Purchase Order (PO)* Company may issue in relation to the performance of one or more phases of the Project.

2.0 Services and Deliverables

2.1 Statement Of Work. NewDealDesign will furnish Services and Deliverables to Company as specified in Statements of Work (“SOW(s)”) and Purchase Order(s) (“PO(s)”) issued by Company in relation to one or more phases of the Project (Ph.0, Ph.1, Ph.2, Ph.3, and Ph.4), or part(s) of one or more phase(s) of the Project. All work performed by NewDealDesign shall be documented in said SOWs and shall be either (i) signed by authorized representatives of both parties or (ii) attached to a PO, that references the terms of this Agreement, and is issued to NewDealDesign by Company. Attachment A is a proposal that sets forth the high-level outline of the work to be performed by NewDealDesign pursuant to Company’s design specifications and requirements, laying out the duration and timeline for the provision of the Services and Deliverables for each phase of the Project, and an estimate of the maximum compensation (fees and costs) to NewDealDesign for the provision of the Services and Deliverables. Company is not required to issue any SOW or PO to NewDealDesign, and NewDealDesign acknowledges and agrees that (i) NewDealDesign has no expectation of being assigned any minimum amount of work corresponding to any Services or Deliverables and (ii) Company is not obligated to use any of the Services or Deliverables.

2.2 Method of Performing Services. NewDealDesign will determine the method, details, and means of performing the work to be carried out for Company in accordance with this Agreement and each SOW and PO. Company may, however, require NewDealDesign to observe at all times the security and safety policies of Company and to fully comply with all applicable regulatory requirements and timeframes. In addition, Company shall be entitled to exercise a broad general power of supervision and control over the results of work performed by NewDealDesign to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of any Company issued SOW or PO.

3.0 Technical Coordinators

Gadi Amit for NewDealDesign and Patrick Calello for Company, are the Technical Coordinators for this Agreement. Each Technical Coordinator will be responsible for exchanging information with the other party, coordinating any visits, and arranging all other matters pertinent to this Agreement. Either party may change its Technical Coordinator by giving written notice to the other party.

4.0 Term & Termination

4.1 The term of this Agreement will be from the date the agreement is signed by the last signatory, through October 1, 2022.

4.2 Company may terminate this Agreement for any reason or no reason, upon a 30-day written notice to NewDealDesign. In case Company terminates the agreement with a 30-day notice, NewDealDesign shall cease work immediately after receipt of the termination notice.

NewDealDesign shall be entitled to compensation for the work performed until the receipt of the notice.

4.3 Either party may terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party and NewDealDesign shall cease work immediately upon termination. In the event that Company is the terminating Party under this Section 4.3, NewDealDesign shall refund, within ten (10) business days of termination, any prepaid deposits, fees or other amounts paid by Company and attributable to the balance of the term of this Agreement at the time of termination.

4.4 In the event of termination for any reason, NewDealDesign shall reasonably cooperate with Company to ensure a smooth and complete transition and transfer of ownership of Work Products, Services and Deliverables to Company or its designee.

5.0 Ownership of Work Product

5.1 Disclosure of Work Product. NewDealDesign will, as an integral part of the performance of services, disclose in writing to Company, all Work Product.

5.2 Ownership of Work Product. NewDealDesign agrees that all results and proceeds of the Services rendered by NewDealDesign and all Deliverables and any other materials of any kind whatsoever generated by NewDealDesign in the performance of this Agreement and/or any SOW or PO, including, without limitation, all Work Product (collectively, the "Commissioned Work") have been specially commissioned by Company and are and shall be deemed "work for hire" for Company as defined by the copyright laws of the United States and shall be the sole and exclusive property of Company, in whatever stage of completion, along with all underlying rights therein, worldwide and in perpetuity. NewDealDesign hereby irrevocably waives all so-called "moral rights" or "droit moral" rights and any similar or analogous rights under the applicable laws of any country. In the event that any of the Commissioned Work does not qualify as a "work for hire" for Customer, NewDealDesign hereby irrevocably and exclusively transfers and assigns to Company (or if any applicable law prohibits or restricts such assignment, NewDealDesign hereby grants Customer a worldwide, perpetual, irrevocable, exclusive, royalty-free license of) all right, title and interest in and to the Commissioned Work, including, without limitation, all worldwide patent rights (including patent applications and invention disclosures), copyright rights, mask work rights, trade secret rights, know-how, transfer of title, possession and control of Deliverables, and any and all other intellectual property or proprietary rights therein and thereto and all renewals and extensions thereof, throughout the world, in perpetuity, in any and all media, now known and hereafter devised, including commercial exploitation and creation and use of derivative works (collectively, "**Intellectual Property Rights**"). At Company's request and expense, during and after the term of this Agreement, NewDealDesign will assist and cooperate with Company in all respects, and will execute documents, and will take such further acts reasonably requested by Company to enable Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Commissioned Work. NewDealDesign hereby appoints the officers of Company as NewDealDesign's attorney-in-fact to execute documents on behalf of NewDealDesign for this limited purpose.

5.3 Related Rights. To the extent that NewDealDesign owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Company of the rights assigned to Company under this Agreement (collectively, “**Related Rights**”), NewDealDesign hereby grants or will cause to be granted to Company a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Company to exercise all of the rights assigned to Company under this Agreement.

5.4 Pre-existing Rights. Each Party retains ownership of its respective pre-existing Intellectual Property Rights (“**Pre-existing Rights**”), developed prior to or independent of the performance of this Agreement. Except as otherwise expressly provided under paragraph 5.3 of this Agreement, nothing in this Agreement will be construed as granting or conferring any rights by license or otherwise or as an assignment of a Party’s Pre-existing Rights to the other Party.

5.5 Non-Compete. While the parties acknowledge and agree that NewDealDesign's Services and Deliverables are being provided hereunder on a non-exclusive basis, NewDealDesign agrees that it will not, directly or indirectly, engage in or provide services to any potential customer that may reasonably be considered to be a direct competitor of Company (or any of Company's affiliates) without obtaining Company’s consent. Direct competitors of Company are entities that operate in or are seeking to develop or use technologies primarily used for on-demand, customized apparel manufacturing. This restriction shall be nullified should Company terminate this agreement before it has initiated Phase 3 of the Project, as defined in Attachment A. This restriction shall last for the duration of the term of this Agreement and for a three (3) year period thereafter.

6.0 Indemnity

NewDealDesign will defend, indemnify and hold Company, its parents, subsidiary and affiliate entities, and the members, managers, officers, directors, employees, contractors and agents of all of such entities (the “Customer Indemnitees”) harmless from and against all claims, demands, suits, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from:

- (a) any action or demand by a third party against Company that is based on a claim that any Deliverables and Services provided by NewDealDesign under this Agreement, or Company’s use thereof, infringe, misappropriate or violate such third party’s Intellectual Property Rights;
- (b) any act or omission of NewDealDesign that results in: (i) personal injury (or death) or tangible or intangible property damage (including loss of use); or (ii) the violation of any law, rule, statute, ordinance, or regulation;
- (c) any material breach by NewDealDesign of any obligation, representation or warranty set forth in this Agreement, the NDA (as defined below) and/or any SOW or PO; and/or

(d) the gross negligence or willful misconduct of NewDealDesign or any of its employees, contractors or agents.

(e) NewDealDesign, at its own expense, shall at all times during the term of this Agreement and thereafter, possess insurance coverage with limits not less than three million dollars (\$3,000,000) to fund its worker's compensation, commercial automobile liability, professional liability, indemnity, general liability, and other obligations arising from or related to this Agreement. NewDealDesign's fulfillment of the obligations of this article shall not, of itself, in whole or in part satisfy or fulfill its indemnity, liability or other obligations owing under this Agreement or applicable law. It is further expressly understood that Company does not, in any way, represent that the types and minimum limits of insurance hereinbefore specified are sufficient or adequate to protect NewDealDesign's interests or liability.

The provisions of this Section 6.0 shall survive the termination of this Agreement.

7.0 Confidential Information

NewDealDesign and Company have signed a Confidentiality Agreement ("*NDA*") on July 23, 2021, which is hereby incorporated into this Agreement in its entirety, mutatis mutandis, as Attachment B. The Parties' obligations with regards to Proprietary Information (as defined in the NDA) shall be governed by the terms of the NDA and, notwithstanding anything to the contrary set forth in Section 8 of the NDA, shall survive the termination of this Agreement as set forth in the NDA.

8.0 Representations and Warranties.

NewDealDesign represents and warrants to Company as follows:

(a) That it is duly organized, validly existing, and in good standing in its state of incorporation and in all states in which it will perform the Services and Deliverables, and has the full power and authority to enter into this Agreement and fulfill its obligations hereunder;

(b) That it will fulfill its obligations hereunder in compliance with all applicable laws, rules, statutes, ordinances and regulations, as well as in compliance with all of Company's standard policies and procedures as communicated from time to time to NewDealDesign;

(c) That it will obtain and maintain, at its own expense, all permits and licenses required in connection with its provision of the Services and Deliverables;

(d) That in performing the Services and Deliverables hereunder, it will not violate any contractual obligation or confidential relationship which it may have to or with any third party;

(e) That it will fulfill its obligations in a professional and workmanlike manner in accordance with best industry standards for similar services, and shall devote adequate resources to meet its obligations under this Agreement in a timely manner and in accordance with the terms hereof, any attachment hereto, and all reasonable instructions received from Company from time to time;

(f) That, subject to the terms hereof, any Services and Deliverables resulting from the work provided hereunder to Company will be delivered to Company free and clear of any and all encumbrances and liens of any kind;

(g) That the Services and Deliverables will be free from any computer viruses or other similarly disabling features of any kind;

(h) That the Services and Deliverables, to the best of NewDealDesign's knowledge: (1) are true and accurate in every respect; and (2) do not violate the third-party rights of any person or entity in any way (including without limitation any copyright, trademark, patent, privacy, defamation, and/or publicity rights); and

(i) That the Services and Deliverables shall be free from faults and defects of design, function, material, and workmanship for a period of one (1) year. This warranty shall extend to all of the necessary costs of repairs and replacements, as well as to any and all consequential damages resulting from such faults or defects of design, function, material, and/or workmanship. Company will promptly inform NewDealDesign of any breach of this warranty related to the Services and Deliverables, and NewDealDesign agrees that it will promptly take any and all measures reasonably required to satisfy its warranty obligations to correct any faults or defects, without any additional cost or expense to Company. In the event NewDealDesign fails to properly meet its warranty obligations as stated herein, Company may perform all or part of the same or obtain substitute services and charge NewDealDesign for the fair and reasonable cost of doing so.

9.0 Compensation, Invoices and Pricing.

(a) Compensation: NewDealDesign's total compensation for the provision of Services and Deliverables shall be on a time and materials basis. The total compensation for NewDealDesign for each phase of the Project shall not, under any circumstances exceed the total dollar amount set forth in Attachment A without prior written consent by Company.

(b) Invoices and Payment. At the start of each phase of the Project, NewDealDesign shall submit an invoice equivalent to fifty percent (50%) of the reasonable estimate of the cost of the completion of that phase. Upon the receipt and approval of NewDealDesign's first invoice corresponding to each phase, Company shall pay the NewDealDesign's invoice within ten (10) days as a down-payment toward the completion of that phase of the Project. Upon the completion of each phase of the Project, and delivery by NewDealDesign of all Services, Deliverables, and Work Products related to said phase, NewDealDesign shall submit an invoice to Company for the remainder cost of completion of that phase. Within thirty (30) days of the receipt of the invoice and the written acceptance and approval of all Services, Deliverables, and Work Products related to said phase, Company shall pay the properly invoiced and undisputed amount for that phase, except for any and all amounts disputed by Company in good faith. If Company makes payment of any invoice within fifteen (15) days after receipt thereof, Company shall be entitled to a two percent (2%) discount.

(c) NewDealDesign shall submit monthly invoices for accrued expenses.

(d) Set-Off. Without prejudice to any other right or remedy it may have, Company may set-off at any time any amount or credit owing to it by NewDealDesign against any amount payable by Company to NewDealDesign hereunder.

10.0 General Provisions

10.1 Except as explicitly provided herein, this Agreement does not grant any licenses, either directly or indirectly, by implication or estoppel or otherwise, to either party under any patent, copyright, or other intellectual property right of the other party.

10.2 This Agreement does not confer any right to use in advertising, publications, or promotional activities any name, trade name, trademark, or other designation of either party (including any contraction, abbreviation, or simulation of any of the foregoing); and each party agrees to not use or refer to this Agreement, or any provision thereof, in any such activities without the express written approval of the other party.

10.3 NewDealDesign agrees to comply and to reasonably assist Company in complying with all applicable U.S. federal, state, and local laws, regulations.

10.4 This Agreement does not create a joint venture, partnership, employment relationship, or other agency relationship between Company and NewDealDesign, or Company and NewDealDesign representatives. Neither party assumes any liability or responsibility for the other party's representatives. Each party will ensure that it and its representatives are in compliance with all laws, regulations, ordinances and licensing requirements.

10.5 Successors and Assigns.

(a) NewDealDesign may not assign or transfer this Agreement without the prior written consent of Customer. Notwithstanding the foregoing, NewDealDesign may assign this Agreement without consent to another entity merging with, consolidating with, or acquiring all or substantially all of NewDealDesign's assets or stock, provided that the assignee shall assume all rights and obligations under this Agreement and; provided further, that Company's prior written consent shall be required for any such assignment by NewDealDesign to any person or entity that may reasonably be considered to be a direct competitor of Company (or any of Company's affiliates). Customer may freely assign its rights or obligations under this Agreement.

(b) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

10.6 Each Party represents that it has appropriate agreements with its representatives or others whose services the Party may require, sufficient to enable it to comply with all the provisions of this Agreement.

10.7 Neither Party is obligated and will assume any obligation which calls for a disposition of rights which is inconsistent with the terms of this Agreement.

10.8 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby so long as the intent of the parties can be preserved.

10.9 Governing Law and Dispute Resolution.

(a) This Agreement is governed by the laws of the State of New York, without regard to its conflict of law principles.

(b) Except as set forth in subclause (c) below, any controversy or claim arising out of or relating to this Agreement, the NDA or any SOW or PO, or the breach, termination or validity thereof, will be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its applicable rules. Notwithstanding the foregoing, this section does not preclude any Party from seeking emergency or injunctive relief or any other provisional remedies from a court of competent jurisdiction in aid of arbitration, or to enforce any restrictive covenants, or to enforce specifically the performance of the terms and provisions this Agreement, or for purposes of preserving the status quo ante pending the resolution of claims through arbitration initiated pursuant to this Agreement. In the event the Commercial Arbitration Rules and Mediation Procedures of the AAA do not apply, then the substantive law of the state of New York shall apply. The number of arbitrators will be three, one of whom will be appointed by each of the Parties and the third of whom will be selected by mutual agreement of the co-arbitrators, if possible, within 30 days of the selection of the second arbitrator and thereafter by the administering authority and the place of arbitration will be New York, New York. The language of the arbitration will be English, but documents or testimony may be submitted in another language if a translation is provided. The arbitration award rendered by the arbitrator(s) will be final and binding on the parties. Judgment on the award may be entered in any court having jurisdiction. Each Party will submit to the arbitrators and exchange with each other, in accordance with a procedure to be established by the arbitrators, a single figure representing the amount the Party believes that it should be awarded. The arbitrators will be limited to awarding only one of the two figures submitted. The Parties will keep any such arbitration confidential and will not disclose to any person or entity, other than those necessary to the proceedings, the existence of the arbitration, any information, testimony or documents submitted during the arbitration or received from the other Party, a witness or the arbitrator(s) in connection with the arbitration, and any award, unless and to the extent that disclosure is required by law or is necessary for permitted court proceedings, such as proceedings to recognize or enforce an award. An arbitral tribunal constituted under this section may, at the request of a Party to the arbitration proceeding, consolidate the arbitration proceeding with any other arbitration arising under this letter, if the arbitration proceedings raise common questions of law or fact, and consolidation would not prejudice the rights of any Party. If two or more arbitral tribunals under this letter issue consolidation orders, the order issued by the arbitral tribunal first constituted will prevail. The arbitrators will award to the prevailing Party its costs and expenses, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrators. If the arbitrators determine a Party to be the prevailing party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims,

the arbitrators may award the prevailing Party a corresponding percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

(c) NewDealDesign acknowledges that the Services and Deliverables provided under this Agreement and each SOW and PO are of a special and unique nature. NewDealDesign agrees that any breach or threatened breach of this Agreement, including, without limitation, Section 5 or 7, is likely to cause Customer substantial and irreparable damage which is difficult to measure. Therefore, in the event of any such breach or threatened breach, NewDealDesign agrees that Customer, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach without posting a bond and the right to specific performance of such provisions of this Agreement and NewDealDesign hereby waives the adequacy of a remedy at law as a defense to such relief. NewDealDesign further agrees that it shall not have the right to enjoin, restrain or otherwise interfere with Client's use of any of the Services, Deliverables or Commissioned Work.

(d) The provisions of this Section 10.9 shall survive termination of this Agreement.

10.10 Any rights and obligations which, by their express terms or nature and context, are intended to survive and continue after any expiration or termination of this Agreement, including the rights and obligations set forth in the executed Attachment B NDA, shall survive and continue, and shall bind the parties and their successors and assigns.

10.11 Any amendment or modification of this Agreement shall be in writing and shall be signed by authorized representatives of the parties.

10.12 This Agreement along with its attachments A & B is the complete and exclusive agreement between the parties regarding its subject matter and supersedes any prior oral or written communications or understandings between the parties related to its subject matter.

10.13 Priority. In the event of a conflict between this Agreement and Attachment A or any SOW or PO, the terms of this Agreement will control. Notwithstanding the foregoing, a provision in a SOW or PO will override a conflicting provision in this Agreement only if the provision in the SOW or PO specifically states that it is intended to override a specifically identified provision in this Agreement and is agreed to by both parties in writing.

10.14 Survival. Any right, obligation or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

10.15 Notice. Any notice, demand, request or written communication which may be required to be given by either Party to or upon the other under this Agreement shall be given by either serving it upon the other personally or delivering or mailing it by overnight courier or registered mail, or by facsimile to the other Party at the following address:

If to NewDealDesign:
NewDealDesign

1265 Battery Street, 5th Floor
San Francisco, CA 94111
Attn: Gadi Amit, President

If to Company:
CreateMe Technologies LLC
54 Howard St, 3rd floor,
New York, NY 10013
Attn: David Lemke, Chief Product Officer

With a copy to the same address, Attn: General Counsel.

10.16 Force Majeure. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond the first Party's reasonable control, including, without limitation, pandemics, epidemics, acts or orders of governmental or regulatory bodies, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures (each a "Force Majeure Event"). Notwithstanding the foregoing, in the event that there is a Force Majeure Event impacting NewDealDesign's ability to perform its obligations under this Agreement or any SOW or PO that persists for a period of fifteen (15) consecutive days, Customer shall have the right to suspend or terminate this Agreement (and/or the applicable SOW or PO), without penalty or additional compensation. In the event of any such termination, NewDealDesign shall refund, within ten (10) business days of termination, any prepaid deposits, fees or other amounts paid by Company and attributable to the balance of the term of this Agreement at the time of termination.

11.0 Audit

NewDealDesign shall, at its sole cost and expense, maintain complete and accurate books and records concerning the Services and Deliverables hereunder, including, without limitation, the documents supporting amounts invoiced by NewDealDesign to Company and the direct costs, expenses, and disbursements made or incurred in connection with the Services and Deliverables, all in accordance with United States generally accepted accounting principles. NewDealDesign shall retain such records for a period of two (2) years following termination or expiration of this Agreement. Company and its duly authorized representatives shall have the right, upon reasonable advance written notice, for the term of this Agreement and for a period of two (2) years following termination or expiration hereof, to examine and copy (without charge to Company) such books and records. Company shall conduct such audits during NewDealDesign's normal business hours and in such a manner not to unreasonably interfere with NewDealDesign's normal business operations. In the event that any audit conclusively determines that Company was overcharged by NewDealDesign, NewDealDesign will promptly reimburse Company such excess payments (with interest at the prevailing rate at such time). In addition, if any audit conclusively determines that any such overpayment is equal to or greater than five percent (5%), the reasonable cost of such an audit will be borne entirely by NewDealDesign. In all other events, the cost of such an audit will be borne by Company.

By signing below, the parties agree to the terms of this Agreement.

CreateMe Technologies LLC

NewDealDesign Inc.

DocuSigned by:
Campbell Myers

DocuSigned by:
[Signature]

25931F58EBB816D
Thomas C. K. Myers
Founder & CEO

Title

10/1/2021

10/1/2021

Date

Date

Attachment A: DESIGN SPECIFICATIONS

This Warmley Design Program specification is governed by the terms of this Agreement and lays out the design specifications for the Services and Deliverables to be provided by NewDealDesign under the terms of this Agreement.

**Attachment B: NEWDEALDESIGN-CREATEME
CONFIDENTIALITY AGREEMENT**

The parties agree that the CreateMe Technologies LLC Confidentiality Agreement signed between NewDealDesign Inc. and CreateMe Technologies LLC, on July 23, 2021 is hereby incorporated into this Agreement by reference.



CreaaTeme - Warmley Design Program

..... NDD Proposal **V.2** | 09/16/21

CreateMe Design Program – General Brief and Goals (V.1)

CreateMe is approaching us to develop and build a complex machine/experience addressing a customizable fashion business approach. Based on your Design Brief of 08182021 and our meeting on 09182021, CreateMe is building a unified HW/SW system, providing an automated, modularized, on-demand, customized apparel manufacturing solution targeting various retail touch points which include two main settings:

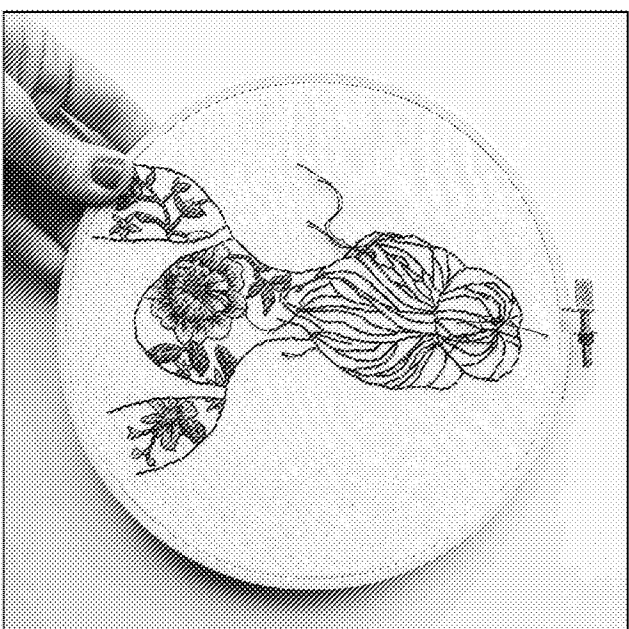
1. CreateMe+Disney Park: An embellishment experience built specifically for the volumes and time-to-delight expected at DisneyWorld and the likes.
2. CreateMe+Disney Store: An embellishment experience built for the 200+ Stores nation-wide.

These items, we have to have a lot of communication between these two experiences, which the volume produced will be very different.

For this program, CreateMe's efforts will initially focus on automated tee shirt personalization through direct to garment (DTG) printing and embroidery but will quickly expand to a wide assortment of products from sunglasses to tote bags as well as additional methods of personalization. Using its technology along with advanced automation, CreateMe is focused on delivering a meaningful, breakthrough apparel personalization experience, one that taps into consumer behaviors, trends and insights.

Our current understanding of the project is limited, yet we can tentatively point to few key challenges to be addressed:-

- A. **Creating the Theater of Embellishment:-**CreateMe is introducing a first-of-a-kind experience to consumers. There will be excitement and a desire to see the device perform its magic. We see a wonderful opportunity to cement a Branded experience of a 'theater' in which the consumers are the audience and the device & apparel are the actors. The automated manufacturing will finish with the act of presenting the consumer's apparel in a celebrated manner. As part of this unique experience we will need to address Visibility, Privacy, group-gathering, 'crowd control' and more aspects.
 - B. **Go-Branding with Disney:** while it is clear that the device will carry your hosts' brands, it is also important to allow your uniqueness to come through and build the CreateMe brand as well. The balance between the two brands will be cemented through physical and experiential design features and will be an important part of our joint design discussions.
 - C. **Functionally Wise:-** the device will be a complex assembly of few important sub-assemblies, put together on site in an efficient and well-orchestrated manner. The physicality of the layout, the levels of modularity and automation should be measured against reliability, costs, usability/serviceability and maybe the need for some human interaction in the introductory phases of such a unique apparel experience.
- Preliminary narrative- our basic understanding of the customer journey and the system's performance as of today:**
- D. Customer selects a design and its application onto the apparel item. This selection is using CreateMe cloud services either on site or on an App.
 - E. The system picks the apparel item (already packed in your patented pack) and loads it into the Embellishment station. The apparel item is held/stretched in CreateMe's unique & patented carrier/pack.
 - F. The "Theater of Embellishment" - the process of the automated embroidery as the customers (and others) watching with awe.
 - G. The process ends with an elevated delivery experience with as finished item is re/packaged in the CreateMe patented carrier/pack.
 - H. In the background, the system is supportive of the above customer-facing activities with:-
 - (1) Storing, picking and replenishment of apparel items inventory, pre-packed into your patented pack.
 - (2) Storing, picking and replenishment of embellishment supplies inventory.
 - (3) Power supply & heat dissipation.
 - (4) Providing Data and communication between CreateMe cloud services, all machine functions and customer touch-points.
 - (5) Providing Computing of all the local machine processes (robotics, diagnostics etc).
 - (6) Providing access and easy maintenance, protection from the elements, safety and structural integrity.



CreateMe Design Program - Scope of Services (V.1)

A. Scope of services: this proposal includes a multi-disciplinary and concurrent effort combining our joint team of designers and engineers:

- (1) Design research, user research & consumer insight
- (2) Ideation & concept development
- (3) Assist in pitch for Disney - an aspirational pitch, without committing to specific details.
- (4) System level design & device vendor research
- (5) Industrial design
- (6) UI & UX design of the Device on site. ~~XXXXX: the company will provide software for the Device on site. XXXXX: the company will provide software for the Device on site.~~
- (7) Firmware development for the Device on-site functionality.
- (8) Mechanical, electrical & robotics engineering. ~~XXXXX: the company will provide software for the Device on site. XXXXX: the company will provide software for the Device on site.~~
- (9) Prototype fabrication
- (10) User testing & certification
- (11) Pilot launch unit production

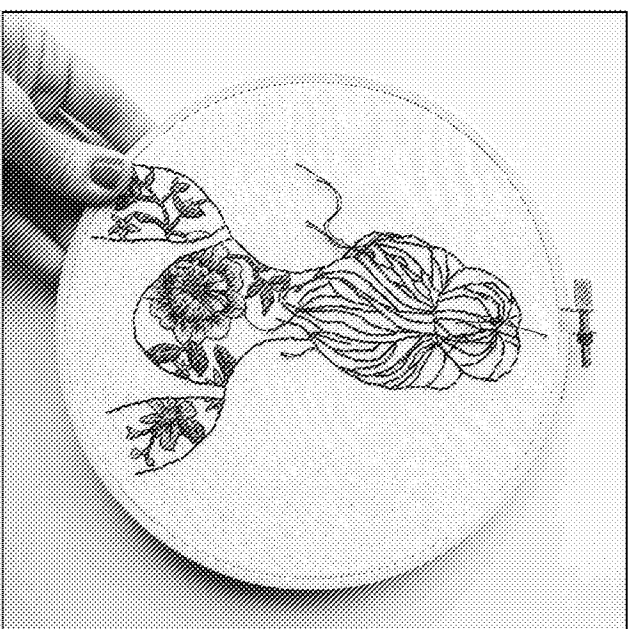
With the above said, we are also making some prime assumptions regarding the program:

B. A unique Package - In our meeting you shared that your innovation is tightly linked to a patented pack that holds the apparel while its being embellished. We assume this pack (with minor improvements) will be essential to the device. **We assume this pack is arriving with the apparel loaded into it, is suitable - with minor alterations - to carry the apparel through the whole process, until delivery to the consumer.**

C. Back-end SW: Your back-end SW will handle the library of Design possibilities as well as pricing, user-accounts, data-security and any other relevant experience. We assume our SW/FW work will be entirely front-end and on-site. The exception is the front-end integration of an industry-accepted transactional technology (e.g. Shopify or mobile like Apple Pay), where we will be developing the front-end experience, yet the back-end will be connected through such proprietary tech with your back-end. ~~XXXXX: while we will design and develop software for the Device on site, we will not be responsible for the back-end of your company - we will only design the device, software and hardware & system integration.~~

D. Embellishment technology - You will provide all the embellishment technologies (such as printing or embroidery or others) as a commercial-off-the-shelf (COTS) sub-assembly, ready to be integrated into the device. This includes all the negotiations with the OEMs, delivery of the units and any unique supplies or loading mechanism (e.g. pick & place of bejeweled items). We assume there is a tight link between the embellishment device and its supplies - both could be linked in their engineering and business-making.

E. Regulatory requirements for the above: while we will be dealing with the regulatory & safety requirements of the Device as a full system, we assume that your responsibility for the above three items includes all the elements of regulatory and safety clearance through all parties: customer, insurance, state or federal etc.



CreataMe Design Program- Final Deliverables (V.1)

The program will deliver a plug & play, on-demand fully automated POS embellishment device in the form of a proof of concept prototype and pilot launch engineering device. The design will contemplate adaptation to traditional retail, brick and mortar retail, at live events/shows/sports games, at theme parks.

A. Considerations:

- (1) A meaningful consumer experience that facilitates sell through. End-to-end Service design. Work flow, with the Theater of Embellishment and appropriate on-site Digital Interactivity as needed.
- (2) Adaptability to accommodate various use cases identified by CreataMe, market research & consumer insight. (e.g. Event setting will require more POS than retail)
- (3) Form-factors combining smart, physical architecture, manufacturability with careful touch points and fit to use cases
- (4) Transportation, set-up and breakdown, will be critical considerations for mobile use cases
- (5) Expandability and serviceability
- (6) Optimized footprint and production costs
- (7) Interactive component that provides entertainment for the consumer and social media integration.

B. Requirements:

- (1) Include DTG printing and embroidery output capabilities. *NOTE: These capabilities will rely on off the shelf each systems*
- (2) Be easy to modify and customize aesthetically for various brands or applications
- (3) Have an optimized and compact footprint for the ease of mobility, set-up and breakdown. Use cases: a. Retail, b. Event venue.
- (4) Run on CreataMe order management software and support remote update upgrades
- (5) Be easily upgradeable with new and emerging technologies
- (6) Be easy to service and diagnose remotely
- (7) Have aesthetics consistent with the CreataMe brand
- (8) Be reproducible by third party contract manufacturers.
- (9) Utilize CreataMe approved payment processing software
- (10) Nice to Have requirements:
 - Be capable of accommodating additional embellishment technologies (e.g., laser etching, UV/ink printing, dye sublimation printing, etc.)
 - Be modular and easily expanded/trimmed to include other apparel categories (e.g., shoes, phone cases, jeans, totes, etc.)

C. Deliverable 1- Soft Launch Prototype (SLP). Engineered to accommodate DOT's parts and some hardware innovation. Proposed for 04/16/2022

NOTE: The SLP is used as a base of the EDP as the Engineering and Usability could be debugged and approved for OLP.

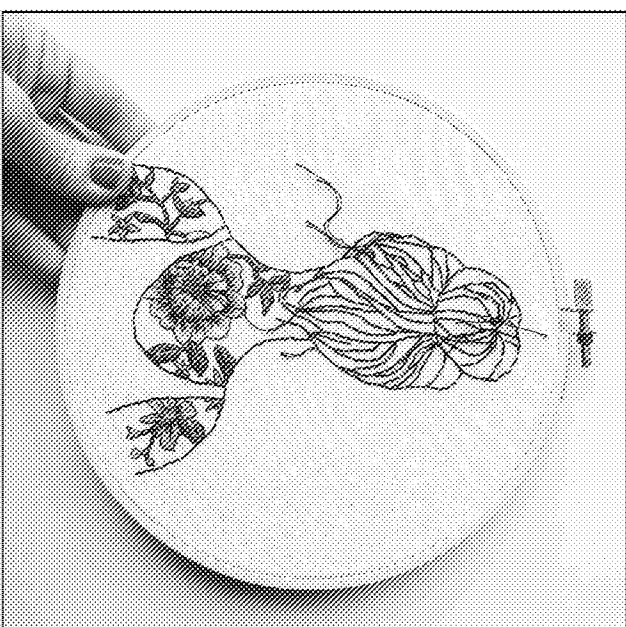
Two fully automated DTG & embroidery prototypes:

- 1. In-store studio (targeting retail brands like Ralph Lauren)
- 2. a mobile studio (primarily targeting live events)

D. Deliverable 2- Official Launch Prototype (OLP). Engineered to accommodate DOT's parts and new hardware innovation. Proposed for 07/13/2022

Including learnings from the SLP, add features, improved user experience, improved the output quality and expand the assortment.

Two fully automated and production engineered DTG & embroidery solutions ready for unit production. *NOTE: Regulatory process and compliance to CE and FCC and other approval needed.*



CreataMe Design Program - Phase 0: Discovery (V.1)

Goal: Market, Function and User Understanding

Duration: 6 Weeks

1. **Kick-off session:** Download from CreataMe and receive all relevant material, marketing information, functional requirements, and current thinking in a sharing session. Discuss every aspect of the relevant CreataMe current and future brand & product offering - competition, technology, the Patented Pack and Backend SW. Agree on initial cohort definition to inform research recruiting. Discuss the latest expectations/preferences for the Disney engagement.
2. **Market understanding** - Secondary research of current market, key features and key problems.
3. **Technical deep-dive** into the Patented Pack and embellishment tech (embroidery, printing and such)
4. **Research embellishment technologies** and their Fashion or User relevance
5. **Collaborative session** - Consumer & Customer (DisneyWorld & Disney Store) journeys, Embellishment Market overview and Opportunities
6. **Analyze Embellishment market**, Survey its Technology and Consumer@DisneyWorld-journey research.
7. **Study of the Interaction needs** for both Consumer@DisneyWorld and the Disney-corp side.
8. **Prepare for Mid-phase review**
9. **Discovery review:** About 3 weeks into the project. Review learnings, Embellishment market & Tech with Consumer & Disney Interactions, Brand and competition positioning.
10. **Consumer & Customer Research** - primary research with ~20 users of agreed cohort, including consumers and customers (retail/Venues).
11. **Collaborative session** - Product/Experience opportunities
12. **Coalesce** initial version of product definition ideas
13. **Study & Review** of applicable regulatory and compliance standards
14. **Develop** Low-fidelity mock-up and Study Disney-journey alternatives.
15. **With** CreataMe guidance, develop and Aspirational pitch deck for Disney - **impressive, yet noncommittal on details.**
16. **Disney pitch deck review / delivery**
17. **Discovery design Review:** About 8 weeks into the process
 - a. **Comprehensive review** of Market, Consumer@DisneyWorld and the Disney-corp side, and initial device/system opportunity ideas.
 - b. **Consumer@DisneyWorld** and the Disney-corp side documentation (summary, videos, imagery)
 - c. **Survey of Embellishment technology:** Key sub-systems, logical layouts and User-interactions.
 - d. **Study of applicable regulatory and compliance standards**
 - e. **Outcome:** agreement on ideas to explore by Design team. (keeping opportunities broad & open)

CreateMe Design Program - Phase 1: Vision (V.1)

Goal: Creating compelling industrial design concepts, with full service/experience understanding, informed by initial engineering/architecture. Duration: 6 Weeks

1. **Kick-off session:** Review current state of Discovery and key opportunities.
2. **Discovery Engineers in Phase 1: Definition for Technology Assessment**
3. Initial Ideation of structure, architecture and system/device geometries.
4. Initial Look/Feel boards, capturing possible CreateMe visual positioning
5. Physical Mock-up building and presentation preparation
6. Initial Service design ideas
7. Initial Experience design ideas
8. **Mid-phase review:** About 3 weeks into the Phase. Review Physical, Service and Experience ideas, form-factors, Look&Feel and structure/architecture ideas.
9. Develop preliminary ID concepts in hand-sketches and rough mockups for layout, structure, materiality and interaction touch-points.
10. Develop initial 2-3 Service work-flows, combining physical layout with Experience touch-point and digital interactions.
11. Experience design sketches of key moments of along the Service work-flows (i.e. Consumer@DisneyWorld) in 'story board' manner.
12. Refine ID sketches in preliminary 3D with mock-ups and structure & architecture ideas.
13. **User Research** - primary research to validate UX/ID core issues. ~20 users of agreed cohort, including Consumer@DisneyWorld and the Disney-corp side (as the Operators' users).
14. **Collaborative session:** review mock-ups and ideas across ID, XD, Service and Materiality.
15. Refine selected concepts for Service, ID and XD interaction.
16. Develop and Prepare 3 ID concepts in light 3D CAD with nice rendering of selected architecture and Service work-flow ideas.
17. Develop and Prepare up-to-2 main Experience design (XD) 'story boards' in Low-fidelity, full-scale mock-up.
18. Refine up-to-2 main Service design work-flows.
19. **Phase 2 Engineering preparation for Vision Design** - see task set on the next page.
20. **Vision design Review:** About 6 weeks into the process
 - a. User Research documentation - validating core UX/ID issues on Consumer@DisneyWorld and the Disney-corp side (as the Operators' users). Document to include summary, videos, imagery.
 - b. 3 ID concepts in light 3D CAD with nice rendering of selected architecture and Service work-flow ideas.
 - c. up-to-2 main Experience design (XD) 'story boards' in Low-fidelity, full-scale mock-up.
 - d. up-to-2 main Service design work-flows.
 - e. **Outcome:** Confirmed one Holistic ID/XD/Service concept for refinement and engineering development.



CreateMe Design Program- Phase 2 : Definition (V.1)

Goal: Refinement of the final ID, Service and UX/UI, System-level Engineering to achieve Engineering Architecture
Duration: 12 Weeks, 6 weeks overlapping with Phase 1- Vision

1. **Soft Kick-off of Engineering:** Discussing Discovery design topics. Receive any latest technical info from CreateMe, if relevant.
 2. Motion and Robotics study - review market and other ideas for embellishment and apparel customization.
 3. Full system study - survey all the sub-systems and components needs.
 4. Understanding of key embellishment sub-systems given by CreateMe- functional requirements, operational needs, throughput, replenishment cycles, limitations and Safety/regulatory.
 5. Robotics, ME & EE initial review of initial layouts, relevant to discussing 3 Vision ID concepts:
 - a. Motion/Robotics needs- timing, throughput and actions.
 - b. Structure and General Part-breaks for feasible production methods
 - c. Electrical/mechanism Volums, keep-out zones.
 - d. Materiality and Manufacturing
 - e. Implementation of interactions features
 - f. Safety issues
 - g. General assessment of complexity and program management associated with the 3 ID concepts.
 6. Electrical Engineering (EE) Architecture Development - power, communication, I/O, compute and sensors.
 7. ME Initial ideas for motion and layout.
 8. Implementation plan for all subsystems: OEM or Off-Shelf.
 9. **(End Step 1- Vision)** Confirm one ID/ME concept ME with ID, Build Refined 3D CAD of the selected ID concept.
 10. XD: refined Device interaction, defining the exact EE needs for the device.
 11. **Preliminary Product Definition review:** about 3 weeks after end of Vision
 - a. Refined ID 3D with a defined Structure and Part-breaks idea.
 - b. Robotics/Motion mechanism review of few alternatives, Pros and Cons.
 - c. EE review of initial system-level diagram, power, communication, I/O, compute and sensors.
 - d. Initial product definition document
 12. ME & ID refine 3D form & structure
 13. ME to build sectional-mockups of critical Pick & Place Items (tray, package or similar)
 14. CMF (Color, material and finish) refinement
 15. Preparing quote Physical model release (non-functional, full size, some limits on Fit/Finish for cost/timing)
16. Interaction design demo in Keynote — showing step-by-step consumer-journey.
 17. **Pre-final Design review:** Review all progress of PD, ID & XD and approve Physical model making.
 18. Extend XD to near-full consumer & customer Digital experience and Interaction- about 70% of screens
 19. Electrical Engineering Architecture Development - System and Module Level Diagrams
 20. Key sub-system (power, communication, I/O, compute and sensors) selection
 21. Key sub-system (power, communication, I/O, compute and sensors) Integration plan inside enclosure
 22. Validate motion concepts - quick prototypes, confirming timing, throughput and actions.
 23. Electro-mechanical components selection and validation
 24. Full system Schematics capture
 25. Develop full Mechanical parts list for the device with materials and manufacturing processes
 26. Preliminary BOMs (quoted + estimated)
 27. Preliminary Fabrication/Tooling Plans (estimated)
 28. Discuss with QC/Manufacturing and create a Draft Manufacturing Validation plan
 29. Wire-up electrical bread-board with SDK COTS boards and components (used in FW development)
 30. Build Initial Engineering 3D CAD databases
 31. Provide input to POR, MII documents
 32. Key sub-system (power, communication, I/O, compute and sensors) attachment and connections options (ME + EE)
 33. **Final Product Definition review:** About 12 weeks into the process
 - a. ID Physical model: Real-size, close-to-intent yet non-functional Embellishment device with 3D Rendering visuals supporting the final CMF, structure, architecture and movement.
 - b. Walk-through near-full XD consumer & customer Digital experience and Interaction- about 70% of screens.
 34. **Confirmed one Holistic ID/XD/Eng. concept for refinement and engineering development.**
 - a. Electrical Engineering documentation package - preliminary schematics (WIP)
 - b. Electrical components BOM
 - c. Off-shelf & Custom mechanical parts BOM cost (rough order of magnitude) with relevant Tooling estimates.
 - d. Product definition document
 - e. Draft Manufacturing Validation plan

CreateMe Design Program - Phase 3 : Engineering (V.1)

Goal: Detailed engineering work on all parts: sub-assembly and enclosure. Design Freeze. Prepare for SLP/OLP vendor process
Duration: 12 Weeks

1. **Kick-off session** - Download and review on all relevant & current issues or materials
2. Update detail project schedule of engineering activities.
3. Weekly calls for feedback and alignment between our teams.
4. Evolve Electrical Engineering schematics and run simulations
5. Evolve Engineering 3D CAD databases (enclosure, subsystems and off-the-shelf components)
6. Motions/Robotics layout and initial rate of throughput.
7. **Safety experts reviews and improvements**
 - a. Build NFF motion/robotics mechanism prototypes for FW development / testing
 - a. Preliminary internal test plan
 10. Firmware and Digital Interaction programming
 11. ID & XD support of ME & EE with minor modifications for Enclosure, CMF and Interaction
 12. Full 3D CAD Assembly with all sub-systems and components placement
 13. Refined Electrical components selection and validation (recommend risk buys for long lead time items)
 14. Structure and Enclosure refinement with final part-breaks and CMF.
 15. FW development of all system and interaction touch-points.
 16. **Mid-step review of progress** :-
 - a. Electrical Engineering documentation package - schematics with simulation results
 - b. Review NFF motion/robotics mechanism prototype/s
 - c. Mechanical engineering progress review
 17. Refinement of Digital interaction touch-points as needed.
18. Refined components placement and EE layouts
19. Finalize Electrical Engineering documentation: Updated EE Schematic and BOM
20. **Project Phase A with SLP & OLP Vendors - contracts, contracts, POs, scheduling**
21. Full motion/robotics simulation prototype.
22. First Custom sub-systems and/or PCBAs prototyping and 'bring up'
23. Prep release package for functional SLP (Tooling vs. Fabrication TBD)
24. **1st Motion prototype review** (Approx. wk 24): full motion of the Pack/carrier from storage to Embellishment, to delivery.
25. Review all motion/robotics integration with FM/SW and agree on mechanical/electrical adjustments.
26. Discuss and agree on SLP vendor tooling and fabrication techniques.
27. **End of Step Engineering Review** -
 - a. Final Sub-systems and Electrical components BOMs
 - b. For Custom EE layouts - Gerber files
 - c. Working FW and API requirements definition
 - d. Custom mechanical parts DFM package for CM feedback (3D CAD)
 - e. Release package for SLP prototypes
 - f. Final mechanical parts BOMs costs
 - g. updated CMF and Interaction design documentation
 - h. **Outcome: Design Freeze for SLP and OLP, including all ME, EE, FM/SW and ID/XD.**

CreteMe Design Program- Phase 4 : Pre-Production (V.1)

Goal: Build SLP & OLP with HW/FW/SW integration. Manage vendor process with optimization and adjustments.
Duration: 20 Weeks. 6 weeks overlapping with Phase 3-Engineering.

1. **Kick-off session** - Updating on SLP build and other OLP relevant or current issues or materials
2. Weekly calls for feedback and alignment between our teams.
3. **Receive SLP parts, Build, Integrate and test full functional SLP prototype.**
4. With Vendors, DFM improvements for OLP, as needed - Update Full DFM 3D CAD Database.
5. Discuss and Agree with CreteMe internal testing and safety team on SLP/OLP testing program.
6. On relevant parts, produce fit-check model before OLP tool release and approval to "out steel" (if relevant)
7. SLP HW/FW integration and debug with back-end SW & App ~~3/20/21~~ ~~we send back-end SW and App to our partner for integration & testing~~
8. **1st fully functional SLP hand-off to CreteMe for Testing & initial deployment** 1st full Protos (Number=2), non-manufacturing fabrication, (approx. Wk 34)
9. Assisting CreteMe team in SLP tests, interaction and motion/throughput refinement, if needed.
10. Support SLP safety, functional and reliability testing by CreteMe internal and/or external party.
11. Release OLP ECOs for fabrication/tooling changes.
12. Update Electrical Engineering documentation if needed, schematics, layout, Gerber files, BOM
13. Final adjustment and optimization of OLP ME Database.
14. Fully Detailed packages of OLP release to vendors.
15. Post-release support with OLP Vendors.
16. OLP Deployment & installation-guide design.
17. **Mid-step review:** Readiness review for OLP build, test & debug
18. Prepare for CreteMe internal and/or external reliability, regulatory and safety testing
19. Support the OLP build and Integration.
20. Support go-to-market strategy in renderings and general advisory role.
21. Receive OLP parts, integration and testing (Location, deployment, hand-off : TBD)
22. Implement minor FW changes
23. **End of Step : completion of OLP & Hand-off to CreteMe Ops team** (approx. Wk 44)

NOTE: With the completion of OLP, we will continue and provide additional powerpoint support.

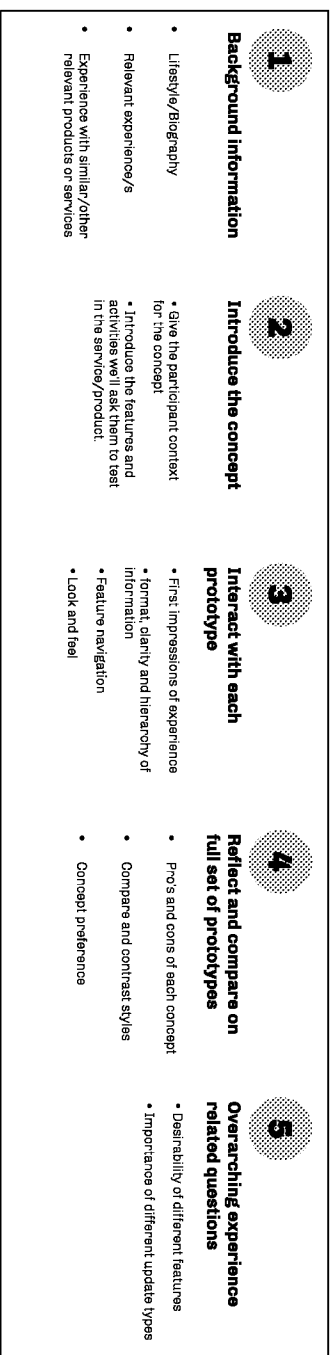


CreateMe Design Program- User/Usability Research process (V.1)

Goal: Gather users' feedback to validate and assist in design decisions and refinement
Duration: 1 Week each, about 20 recruits each,

- A. **Consumer & Customer Research #0** - As part of Discovery Phase (interviews in program)
- B. **Consumer & Customer Research #1** -Assisting in reviewing the UX/UI & Initial ID concepts (interviews in program)
- C. **User Testing #2** -Assisting in reviewing the appearance model of the final design
- D. **User Testing #3** -Assisting in reviewing the SLP

Format: The test is done on agreed cohort, takes about 1 hour per person and walks them through the 5 steps below:



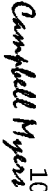
Createme Design Program— Fees, Terms & Conditions (V.1)

1. Team & Fees:


- a. The overall design fee is estimated at **\$2,183,000** excluding expenses, with the following details:-
 - (1)Phase Zero - Discovery: \$219,000 + estimated expenses of \$10,000.
 - (2)Phase One - Vision: \$288,000 + estimated expenses of \$40,000.
 - (3)Phase Two - Definition: \$468,000 + estimated expenses of \$75,000.
 - (4)Phase Three- Engineering: \$612,000 + estimated expenses of \$125,000.
 - (5)Phase Four- Pre Production: \$596,000* + estimated expenses of \$125,000 + Regulatory process expense TBD. ~~With~~ With the completion of C.D.P. we will continue and provide necessary support.
- b. Alternative cost bidding are ~~optional~~ and will be considered upon request. Each of phase 1-week fee is estimated at \$10,000. excluding or not expense for transporting, residence, travel or special nature that require.

2. Terms and Conditions:

- a. The fees set above reflect our current understanding of the tasks and timeline. Changes initiated by Createme to tasks and timeline may require additional time and budget.
- b. Following each design review, authorization to proceed is assumed to be an acceptance of all deliverables previously presented.
- c. Prolonging the duration of our work, Delay in decisions, and/or delay in providing materials essential for performing tasks will initiate changes to costs and fees.
- d. Cancellation of design work already begun will be invoiced according to time and costs incurred.
- e. Payment terms: 50% down-payment of Fees for each design Phase approved to proceed is due on receipt. All other invoices will be paid as NET+30.
- f. Out-of-Pocket expenses are for Samples, Materials, Models or Prototypes needed for the project as well as industry-acceptable Shipping, Air Travel, Lodging, and Meals expenses.
- g. NewDealDesign is a Limited Liability Company (LLC) in the State of California and pays its taxes to the US and California authorities. Createme confirms that No other tax, fees, or withholdings will apply.
- h. NewDealDesign shall not be liable to Createme for any loss of use, interruption of business, or any incidental, consequential, special, or indirect damages of any kind. The implementation of our design and its introduction to the market with all the necessary tests and regulatory requirements are the sole responsibility of Createme and its vendors.
- i. NewDealDesign is free to disclose and publicize its role in the design of its work on Createme's Service, Brand, Digital or Physical Product design once Createme has introduced it to the media or marketplace, provided that no confidential information is disclosed. NewDealDesign and Createme to share in PR efforts for best mutual benefits.
- j. NewDealDesign reserves the right to delay or stop work if invoices are not paid in full or on time.
- k. All intellectual Property rights to our work will be owned by Createme; however, we reserve all rights to our work if invoices are not paid in full within 60 days.

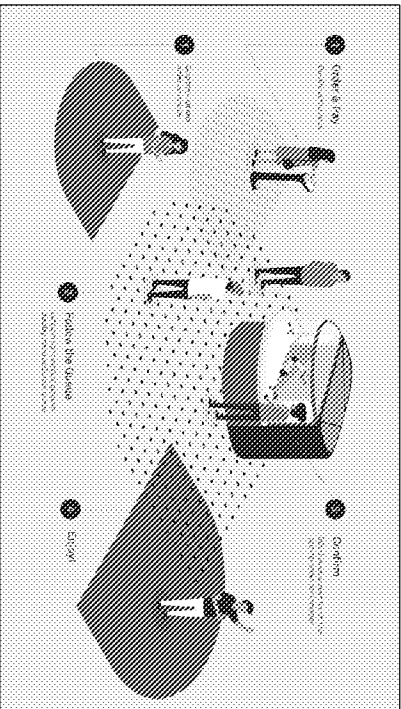
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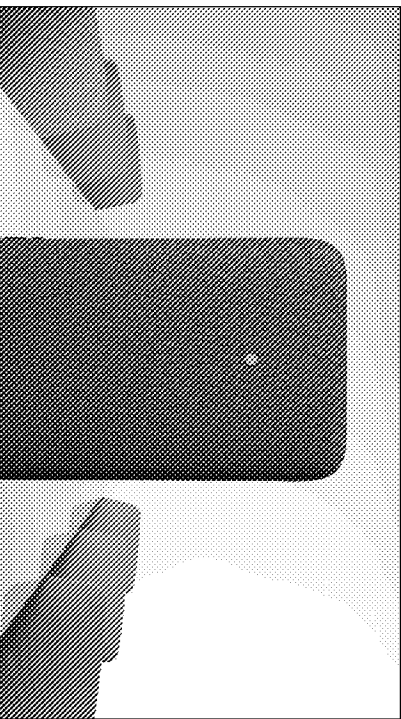
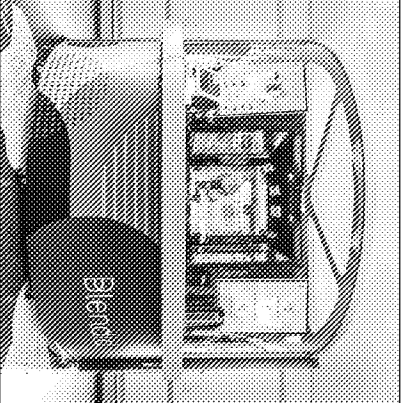
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Some Relevant work



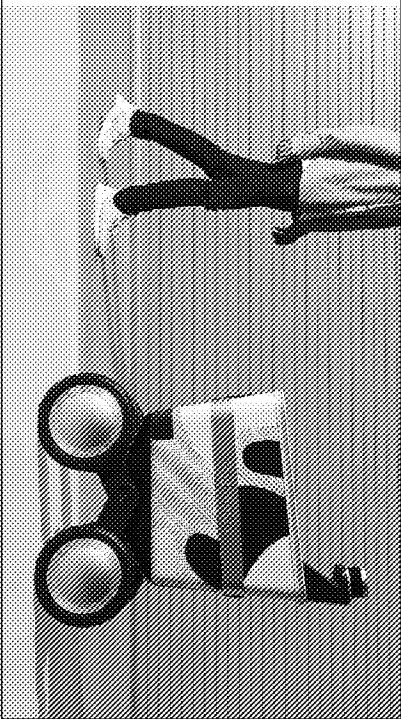
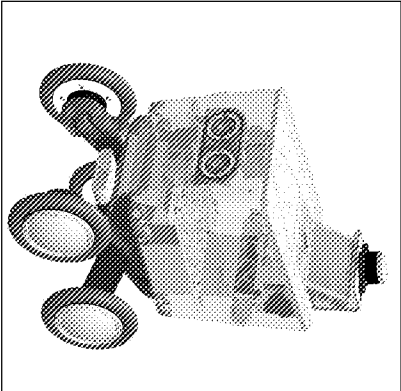
Belindid - Brand, Service, ID & XD for Robotic Smoothie service



Microsoft - PD, ID & XD for Tele-presence Robot

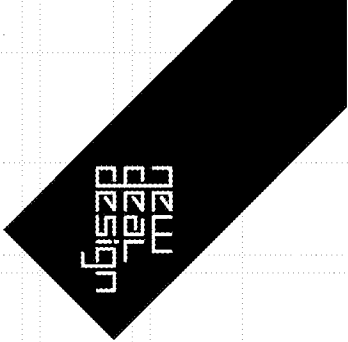


Veev A.D.U - Brand, Strategy, PD, ID & XD for pre-fab 'In-laws' unit



Postmates - PD, ID & XD for Robotic delivery platform





Thank You 😊

Be bold. Build wisely.



CREATEME TECHNOLOGIES LLC

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) dated July 23, 2021 (the “**Effective Date**”), is made by and between CreateMe Technologies LLC, a Delaware Corporation (the “**Company**”), and New Deal Design LLC, a California corporation (the “**Recipient**”) with offices at 1265 Battery St Floor 5, San Francisco, CA 94111

1. Background. The Company and the Recipient (the “**parties**”) intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them. In the course of such discussions and negotiations and in the course of any such business relationship, it is anticipated that the Company will disclose or deliver to the Recipient and to the Recipient’s directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors and members of advisory boards) (collectively, “**Representatives**”) certain of the Company’s trade secrets or confidential or proprietary information for the purposes of enabling the Recipient to evaluate the feasibility of such business relationship and to perform its obligations and exercise its rights under any such business relationship that is agreed to between the parties (the “**Purposes**”). The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement.

2. Proprietary Information. As used in this Agreement, the term “Proprietary Information” shall mean all trade secrets or confidential or proprietary information designated as such in writing by the Company, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Company to the Recipient or Recipient’s Representatives. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient or Recipient’s Representatives by the Company, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if (i) it would be apparent to a reasonable person, familiar with the Company’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Company or if (ii) the Company, within 30 days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the Representatives of the Recipient to whom such disclosure was made. In addition, the term “Proprietary Information” shall be deemed to include: (a) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by the Recipient or its Representatives which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to the Recipient or its Representatives pursuant hereto; and (b) the existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship.

3. Scope of Agreement. This Agreement shall apply to all Proprietary Information disclosed by the Company, whether before, on or after the date hereof.

4. Use and Disclosure of Proprietary Information. The Recipient and its Representatives shall use the Proprietary Information only for the Purposes and such Proprietary Information shall not be used for any other purpose without the prior written consent of the

Company. The Recipient and its Representatives shall hold in confidence, and shall not disclose to any person outside its organization, any Proprietary Information or exploit such Proprietary Information for its or their own benefit or the benefit of another without the prior written consent of the Company. Without limitation of the foregoing, the Recipient and its Representatives shall not cause or permit reverse engineering of any Proprietary Information or decompilation or disassembly of any software programs which are part of the Proprietary Information. The Recipient and its Representatives shall disclose Proprietary Information received by it or them under this Agreement only to persons within Recipient's organization who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound by a written agreement, enforceable by the Company, to protect the confidentiality of such Proprietary Information. The Recipient shall adopt and maintain programs and procedures which are reasonably calculated to protect the confidentiality of Proprietary Information and shall be responsible to the Company for any disclosure or misuse of Proprietary Information which results from a failure to comply with this provision. The Recipient will promptly report to the Company any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the Company to prevent, control or remedy any such violation. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit the Recipient from disclosing Proprietary Information to the extent required in order for the Recipient to comply with applicable laws and regulations, provided that the Recipient provides prior written notice of such required disclosure to the Company and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Limitation on Obligations. The obligations of the Recipient and its Representatives specified in Section 4 shall not apply, and the Recipient and its Representatives shall have no further obligations, with respect to any Proprietary Information to the extent the Recipient can demonstrate, by clear and convincing evidence, that such Proprietary Information:

- (a) is generally known to the public at the time of disclosure or becomes generally known without the Recipient or its Representatives violating this Agreement;
- (b) is in the Recipient's possession at the time of disclosure otherwise than as a result of Recipient's or its Representatives' breach of any legal obligation;
- (c) becomes known to the Recipient through disclosure by sources other than the Company having the legal right to disclose such Proprietary Information; or
- (d) is independently developed by the Recipient without reference to or reliance upon the Proprietary Information.

6. Ownership of Proprietary Information. The Recipient and its Representatives agree that they shall not receive any right, title or interest in, or any license or right to use, the Proprietary Information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise.

7. Return of Proprietary Information. The Recipient shall, upon the termination of this Agreement or the request of the Company, return to the Company all Proprietary Information received by the Recipient or its Representatives from the Company (and all copies and reproductions thereof). In addition, the Recipient shall destroy: (i) any notes, reports or other

documents prepared by the Recipient or its Representatives which contain Proprietary Information; and (ii) any Proprietary Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Company. Alternatively, upon written request of the Company, the Recipient shall destroy all Proprietary Information received by the Recipient or its Representatives from the Company (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient or its Representatives which contain Proprietary Information. Notwithstanding the return or destruction of the Proprietary Information, the Recipient and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.

8. Term and Termination. This Agreement is effective as of the Effective Date and shall continue in full force and effect until the two (2) year anniversary thereof. Either party may terminate this Agreement, for any reason or for no reason, upon fifteen (15) days prior written notice to the other party. The obligations of the Recipient and its Representatives specified in Section 4 shall continue after expiration or termination of this Agreement with respect to each item of Proprietary Information disclosed hereunder until and unless one of the exceptions set forth in Section 5 applies to such item of Proprietary Information.

9. Miscellaneous.

(a) This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the parties.

(b) This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

(c) This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

(d) The provisions of this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Recipient to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement will cause the Company substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Company shall have the right to specific performance and other injunctive and equitable relief.

(e) For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.

(f) In the event one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

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IN WITNESS WHEREOF, the parties hereto have executed the Confidentiality Agreement as of the day and year first set forth above.


CreateMe Technologies LLC



By: _____
Name: Campbell Myers
Title: Co-CEO

New Deal Design LLC

DocuSigned by:

By:  _____
Name: GAD AMIT
Title: GAD AMIT, President
Date: 7/26/2021