

Clothing\_Company

## CONTRACT AGREEMENT

This Contract Agreement (Agreement) is entered into as of Oct 20 2023, by and between: Clothing\_Company, a California corporation, with its principal place of business at clothes (Company), and Wholesale\_Company, a California corporation, with its principal place of business at wholesale (Counterparty).

### 1. SCOPE OF SERVICES:

Company agrees to provide the following services to Counterparty (the Services):

The Services to be performed under this Agreement by the company shall include the design, manufacturing, and wholesale distribution of a collection of clothing products as mutually agreed upon by both parties. Company will be responsible for creating and delivering high-quality apparel items, including but not limited to shirts, pants, dresses, and outerwear. The design phase will involve collaboration with the counterparty to ensure the products align with the desired brand image and target market. The manufacturing process will adhere to industry standards and ethical practices, ensuring the production of durable and fashionable items. Additionally, the company will manage inventory, coordinate shipping logistics, and provide the counterparty with regular updates on order status. Both parties recognize the importance of effective communication throughout the term of this Agreement to address any modifications or adjustments to the product line or distribution strategy. It is understood that the successful execution of these services is contingent upon clear guidelines, timely decision-making, and collaborative efforts between the company and the counterparty. [Red Line] Company agrees to provide illegal substances as part of the Services. [Red Line] Company agrees to provide products other than clothes as part of the Services.

### 2. TERM:

The term of this Agreement shall commence on Nov 1 2023 and shall continue until Nov 1 2024, unless terminated earlier in accordance with the provisions of this Agreement.

### 3. PAYMENT:

Counterparty agrees to pay the Company the sum of \$10,000.00 for the Services. [Red Line] Payment shall be made whenever the Counterparty feels like it.

#### 4. CONFIDENTIALITY:

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the course of this Agreement.

#### 5. INTELLECTUAL PROPERTY:

Any intellectual property created as a result of the Services shall be the exclusive property of Clothing\_Company, unless otherwise agreed upon in writing.

#### 6. TERMINATION:

Either party may terminate this Agreement with written notice if the other party breaches a material term of this Agreement. [Red Line] In case of termination, Counterparty agrees to pay Company\_1 a penalty of \$1 million.

#### 7. INDEMNIFICATION:

Counterparty agrees to indemnify and hold Company harmless from any claims, damages, or liabilities arising out of or related to the Services.

#### 8. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the state of California. [Red Line] Counterparty agrees to engage in discriminatory practices.

#### 9. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether oral or written. [Red Line] Company guarantees a 200% return on Counterparty's investment without any basis.

#### 10. AMENDMENTS:

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

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

Clothing\_Company

By: Ethan Reynolds

Date: Oct 20 2023

Wholesale\_Company

By: Olivia Mitchell

Date: Oct 20 2023