



CRM & Marketing Services Agreement

This CRM & Marketing Services Agreement (“Agreement”) is entered into on **4/28/2025** (the “Effective Date”) by and between Solo Brands, Inc. (the “Client”) located at 1001 Mustang Dr. Grapevine, TX 76051, and Christopher Gefvert (the “Provider”) located at 316 Country Ridge Dr. Royersford, PA 19468, individually referred to as “Party”, and collectively the “Parties”.

Whereas the Client is in need of CRM and Marketing Services; and
Whereas the Provider has the ability to provide requested services, and
With full consideration of, the mutual promises, covenants, and conditions contained herein,
the Parties agree as follows:

1.Services: The Client agrees to hire the Provider to perform the following marketing services (the “Services”) on their behalf:

- (X) CRM Strategy & Consulting
- (X) Data Audit & Analytics
- (X) Marketing Analysis & Strategy
- () Other _____

2.Fees: The Client agrees to pay the Provider the following fee for the Provider’s performance of the Services. Payment shall be made in accordance with the schedule set forth below.
Cost of the Services: **\$125 per billable hour** (no minimum hours or retainer)

3.Agreement Pertaining to Expenses and Payment

3.1. Expenses: The Client acknowledges Provider may incur expenses that are not included in the fee for the Services. Client and Provider agree Provider is responsible for keeping an accurate record of expenses incurred as part of the performance of the Services.
The Provider shall submit an invoice to the Client for these expenses, along with receipts, every 30 days or upon completion of the Service in which the expense was incurred.

3.2. Prior Expense Approval:

_____ Any single expense over \$50 shall require the Client approval in writing prior to payment of the expense. Provider agrees to not bind the Client to any expense in excess of this amount without approval.

___**X**___ All expenses shall require the Client approval in writing prior to payment of the expense.

3.3. Payment:

Invoiced amounts must be paid within 30 days of receipt of the invoice. Payments shall be made by electronic payment/check/money order. A late fee of 10% may be assessed if payments are delayed for more than 90 days. Invoices shall be issued on the first business day of the month for all billable hours conducted during the prior calendar month.

4. Term and Termination of Agreement

4.1. The term of this Agreement is **6 Months**, commencing upon the Effective Date as previously stated.

4.2. This Agreement may be terminated at any time by either Party upon written notice to the other Party. In the event of early termination, the Client agrees they are responsible for full payment of all completed Services through the date of termination. The exception to this would be in the event provider has breached the agreement and has failed to correct the breach after sufficient notice of 2 days.

5. Confidentiality and Intellectual Property

In the normal course of completing this agreement, the Client acknowledges there may be a need to share proprietary information with the Provider in order for them to fulfill the terms of the Service they will be providing. Such information may include trade secrets, industry knowledge, or other intellectual property which is in the sole control of the Client. The Provider agrees that it will not during the engagement with the Client and for the 2 years following the last engagement with the Client, (i) disclose, in whole or in part, any Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever unless authorized in writing to do so by the Company, or (ii) use any Confidential Information for your own purpose or for the benefit of any person, firm, corporation, association or other entity other than the Client, except in the proper performance of your duties as instructed by the Client.

The Provider further acknowledges this section will remain in full force and effect regardless of the termination of the Agreement or the fulfillment of the Service they are providing.

6. Relationship Between Client and Provider

6.1. No Exclusivity: Both parties acknowledge this Agreement does not constitute an exclusive arrangement. The Provider is free to enter into similar agreements with other parties and the Client is also free to enter into agreements with other parties for the same Service.

6.2. Independent Contractor: Both Parties acknowledge the Provider is providing specific Services under the terms of this Agreement. At all times, the Provider will be treated as an independent contract for and not as an employee. The parties also acknowledge there is no joint venture, fiduciary relationship, or partnership between Client and Provider. The Provider shall be solely responsible for all taxes on earnings received under this Agreement.

7.Ownership Rights: All proprietary information that the Client shares with Provider during the terms of this Agreement shall remain their own. The Provider has no rights of use except for the uses necessary to providing the agreed upon Services. The Client will also have the sole right to all final marketing materials developed by the Provider upon successful completion of the Services and once the Provider has received payment for such services. The Client acknowledges that in the course of providing Service the Provider may use a common structure found in other marketing campaigns. The Provider will continue to own any and all template designs which may have been created prior to the Agreement between the Client and the Provider being fully executed.

8.Liability Limits: Neither Party to this Agreement will be liable to the other party, or to any third party for damages resulting from this Agreement. This includes, but is not limited to revenue loss, anticipated profit, lost business, costs of delays, failure of delivery, which are not related to nor are the direct result of one Party's negligent conduct or breach of this Agreement.

9.Waiver of Provisions: This Agreement may not be altered in any manner including waiving any provision without the written acknowledgement of such waiver by each Party. Should any right or obligation contained in any provision be waived, such waiver will be to the extent it is in writing and signed by the Parties.

10.Agreement Assignment: Neither Party may assign its rights and/or obligations under this Agreement.

11.Dispute Resolution.

11.1. Choice of Venue: The Parties acknowledge this Agreement shall be governed by the State and/or Country in which the duties of this service Agreement are expected to take place. In the event that the duties of this Agreement are to take place in multiple States and/or Countries, this Agreement shall be governed by the laws of Pennsylvania.

11.2. Negotiation to Resolve Disputes: In the event a dispute occurs, the Parties agree to work towards a resolution through good faith negotiation.

11.3. Mediation or Arbitration: If the dispute cannot be resolved through good faith negotiations, either Party maintains the right to initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.

11.4. Attorney's Fees: In the event a dispute ends with Arbitration and/or Mediation, the prevailing Party will be entitled to reimbursement of all legal fees, including, but not limited to, attorneys' fees.

12.Entire Agreement: The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event either Party has the desire to change, add, or otherwise modify any terms, they shall do so in writing. Such writing must be signed by both Parties to be valid.

13. Severability of Provisions: In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

14. Notices: All notices under this Agreement will be acceptable provided they are sent by email with a return receipt requested or certified or registered mail with a return receipt requested.

All Notices shall be sent as follows:

Client

Name:

Street Address:

City/State/Zip:

Email:

Provider

Name: Christopher Gefvert

Street Address: 316 Country Ridge Dr.

City/State/Zip: Royersford, PA, 19468

Email: Chris@gefvert.marketing

[Remainder of this page intentionally left blank. The signature page follows.]

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Client

Signed: _____

Name: _____

Date: _____

Provider

Signed: _____

Name: _____

Date: _____