

POSITIVITY ALKALINE WATER **COLLEGE ATHLETE NIL AGREEMENT**

This College Athlete NIL Agreement is between Positivity Alkaline Water LLC, a Georgia limited liability company (“**Positivity**”) and the college athlete submitting its electronic signature (the “**Athlete**”).

Positivity Alkaline Water is a high pH alkaline water in a fast growing bottled water market segment. People who are into health, fitness and battling illnesses prefer the taste and benefits of alkaline water. Positivity is the best tasting alkaline water on the market, providing positivity to positive people. Positivity is sold in 700mL bottles in a 15 pack case (“**Positivity Cases**”). Positivity desires to hire the Athlete to use its diligent efforts in promoting Positivity and selling Positivity Cases. As an Athlete with a name, image and likeness that has an important meaning in the mind of the purchasing public, the Athlete agrees to advertise, promote, and sale Positivity Cases in accordance with the following:

1. **School Compliance.** The Athlete acknowledges that by signing this Agreement, the Athlete has complied with all rules and regulations required by the Athlete’s college or university to enter into a name, image and likeness agreement. The Athlete shall not execute this Agreement if doing so will make the Athlete ineligible to participate in college athletics or violates the Athlete’s school compliance department rules. The Athlete acknowledges that rules governing these issues are matters of first impression beginning July 1, 2021, and the Athlete must remain diligent in compliance, including notifying Positivity regarding any compliance issues. Positivity is a for-profit entity and the Athlete is considered an independent contractor.
2. **Scope of Services.** The Athlete will diligently promote Positivity Cases to the public through social media channels. The Athlete shall be knowledgeable about Positivity and only post about Positivity when the Athlete is in a positive mood, but no less than once per week.
3. **Compensation.** In consideration for executing this Agreement, the Company shall pay the Athlete as follows:
 - a. **Positivity Alkaline Water.** The Athlete will receive one (1) case of Positivity a month for personal use and consumption. Positivity may increase the monthly case amount depending on the needs of the Athlete.
 - b. **Commission.** The Athlete shall be paid a commission of five percent (5%) (“**Commission**”) of all revenue generated through a customized link that Positivity will provide the Athlete (“**Athlete Link**”) which tracks all Positivity customer purchases. The Athlete will have access to a dashboard to track the traffic through the link. The Athlete shall include the Athlete link on its social media profile or LinkTree. Positivity agrees to pay the Commission quarterly, within thirty (30) days

of the end of each calendar quarter. Company shall furnish Athlete with an accurate Commission statement with each payment. Positivity may, in its sole discretion, pay a minimum monthly flat fee in lieu of a Commission depending on the marketing value of the Athlete.

- c. **Athlete Fund.** Positivity will allocate \$1 of every Positivity Case sold through the Athlete Link to an Athlete fund that pay out a bonus to all the Positivity Athletes at the end of the year (“**Athlete Fund**”).
4. **W-9.** Upon execution of this Agreement, the Athlete shall provide Positivity with a W-9 for tax purposes.
5. **Term.** The term of this Agreement shall be one (1) year, and either party shall have the right to terminate this agreement at any time. At the termination of this Agreement, a final accounting shall be made between the parties. Positivity shall maintain an accurate set of books and records regarding commissions due Athlete following the termination of this Agreement.
6. **Competition.** Athlete shall not, during the term of this Agreement, compete with Positivity in any bottled water business within the United States (“**Competing Business**”). Athlete will not directly or indirectly, engage or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend the name of Athlete or any similar name, lend Athlete credit to or render services or advice to (whether or not for compensation), any Competing Business.
7. **Confidential Information.** All Positivity information disclosed to or known by the Athlete in connection with its dealings with Positivity shall remain the property of Positivity, shall be used by Athlete only for this Agreement and shall be maintained in confidence by the Athlete using the same care and discretion (but in no event less than reasonable) to protect and prevent disclosure as it employs with its similar information. Proprietary Information shall not be used, reproduced, distributed or disclosed by the Athlete except as authorized by Positivity and then only to such persons authorized by Positivity who have a specific need to know it; such persons shall be obligated to hold the Proprietary Information in confidence to the same degree as required of Athlete and shall be otherwise required to comply with the terms of this Agreement.
8. **Intellectual Property.** All graphic, pictures, or images created by Athlete with Positivity during this Agreement are considered “Work Made For Hire” and shall be the property of Positivity.
9. **Indemnification.** Positivity agrees to indemnify and hold the Athlete harmless against any and all losses, legal fees, court costs and reasonable expenses arising from, or in connection

with, claims for property damage, or personal injury arising from the services provided by Positivity or sold by the Athlete pursuant to this Agreement. Athlete agrees to indemnify and hold Positivity harmless against any and all losses, legal fees, court costs and reasonable expenses arising from, or in connection with, claims for any negligence by the Athlete in performing its duties pursuant to this Agreement.

10. Entire Agreement. This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings. There shall be no change or modification of any of the terms in this Agreement unless it is reduced to writing and signed by both parties.


11. Enforceability. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law. This agreement shall be governed by Georgia law and jurisdiction and venue shall for issues raised in the courts of Fulton County, Georgia.

12. Notices. All notices called for under this Agreement must be in writing and will be deemed given when send via a confirmed email address, or certified mail, return receipt requested, to the party at its address written above or at such other address as a party may hereafter designate in writing to the other party.

“Positivity”

“Athlete”

Positivity Alkaline Water, LLC

By: 
David M. Walker, Esq.

Title: Chief Executive Officer

Signature: ____ [electronic submission] _____

Print Name: ____ [electronic submission] _____

Business Name: ____ [electronic submission] _____

Date: ____ [electronic submission] _____



College Athlete Posting Guideline

Positivity Alkaline Water LLC (“Positivity”) believes in full, fair and effective disclosures of material facts relating to the Athlete’s relationship with Positivity. As such, Positivity requires that all Athletes adhere to the following guidelines (the “Guidelines”) when blogging, tweeting, or posting on social media or otherwise publishing content about Positivity.

1. Disclose Connection to Positivity - When talking about Positivity, the Athlete must clearly disclose that Athlete is in a paid partnership with Positivity.

2. Maintain Clear and Prominent Disclosure - The above disclosure should be made in close proximity to any statements that Athlete makes about Positivity. The disclosure can be made via hashtags, such as #sponsored, #paid or #ad.

3. Give Your Honest and Truthful Opinions – Athlete’s statements should always reflect Athlete’s honest and truthful opinions and actual experiences. However, we do ask that all posts, tweets, and/or comments be in good taste and free of inappropriate language and/or any content that promotes bigotry, racism or discrimination against an individual based on race, gender, religion, nationality, disability sexual orientation or age.

4. Only Make Factual Statements That Are Truthful and Can Be Verified - In an effort to accurately reflect Positivity’s brand name, product attributes and program information, please refer to the “Fact Sheet,” specifically the [Brand Essence](#) section, when developing content pertaining to Positivity. Most importantly, Athlete should only make factual statements about Positivity’s characteristics or quality which Athlete knows for certain are true and can be verified. For example, Athlete can make statements about the alkalinity of Positivity as pH9.5+

5. Respect Intellectual Property Rights - Intellectual property rights include copyright, trademark, and trade secret rights, as well as the right to use someone's name, image, likeness or voice. Examples include photographs, videos, music, trademarks/logos, personal names/likenesses (including celebrities’ names/likenesses), and writings. Athlete should never post or share any content that violates or infringes the intellectual property rights of any third party. If Athlete is unsure about a work, particularly in instances where a work includes a third-party’s trademark/logo, or music, film or television clips, or a celebrity’s name, photo or image, Athlete should check with Positivity before using the work. A good rule of thumb is, if in doubt, do not post it.

6. Comply with other policies and laws – Athlete should comply with all applicable laws, rules, and regulations (including an school compliance requirements) , as well as the terms, conditions, guidelines and policies of any social media platform or service that Athlete uses in connection with the services provided by Athlete.

If Athlete is in agreement with the terms and conditions of these Guidelines, then Athlete should proceed to posting about Positivity.

PLEASE NOTE THAT POSITIVITY RESERVES THE RIGHT TO MONITOR ATHLETE’S COMPLIANCE WITH THESE GUIDELINES AND TO TERMINATE ATHLETE’S PARTICIPATION IN ANY APPLICABLE CAMPAIGN IN THE EVENT OF ANY NONCOMPLIANCE.



Fact Sheet

What is Positivity Alkaline Water?

Positivity Alkaline Water is an exclusive premium-bottled water experience. Every drop of Positivity is fused with positive electrolytes and each sip restores pH balance. Positivity Alkaline Water is created to refresh your outlook on life, restore your body, and renew your mind.

Corporate Data








Headquarters:	StarWalker Industries, Inc. (www.StarWalkerIndustries.com) 120 Interstate N Pkwy Suite 100, Atlanta, GA 30339
Office Phone Number:	(678) 310-3188
Owner	CEO, David M. Walker, Esq. David.Walker@StarWalkerIndustries.com (404) 817-8704 Atlanta Business Attorney (www.DavidMWalkerEsq.com)

Brand Essence

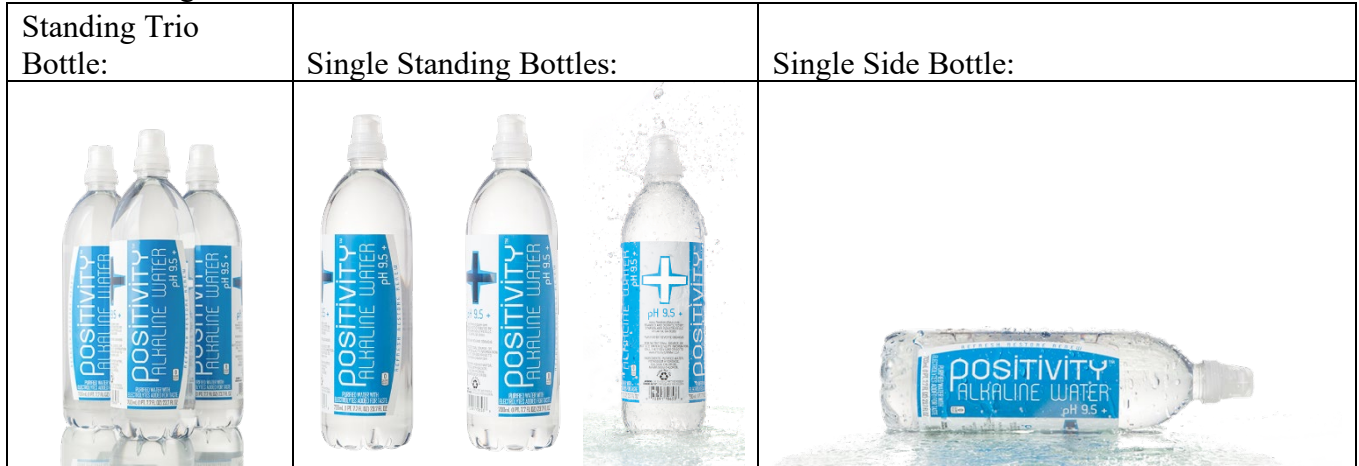
Water:	A premium, pH 9.5+ alkaline water bottled in Greeneville, Tennessee, marketed and distributed in Atlanta, Georgia.
Mission:	Providing Positivity to Positive People!
Promise:	Refresh • Restore • Renew
Slogan:	Every good relationship starts with Positivity.
Target Audience:	Athletes, Fitness, Health conscious, and DJs
Corporate Website:	www.PositivtyWater.com
eCommerce Storefront:	http://shop.PositivtyWater.com
Social: Instagram, Facebook, Twitter	@PositivtyWater

Social Email Address:	Connect@PositivityWater.com
Hashtags:	#ThinkPositive #DrinkPositivity

Visual Identity

<p>Full Logo</p> 	<p>Logo Icon</p> 	
<p>Full Logo (Reversed)</p> 	<p>Hash Tag with Bottle</p> 	
<p>Colors:</p> <div style="display: flex; justify-content: space-around;"> <div data-bbox="191 865 302 974">  <p>Bright Blue Primary Color Outside Label Pantone 7461C C85% M44% Y4% K0% RGB: #0b7dbb</p> </div> <div data-bbox="691 865 802 974">  <p>Dark Blue Secondary Colors Inside Label Pantone 369C C100% M77% Y34% K21% RGB: #0c426a</p> </div> </div>		
<p>Fonts:</p> <div style="display: flex; justify-content: space-between;"> <div data-bbox="215 1266 321 1318"> <p>Type</p> <p>Modeka 18pt abcdefghijklmnopqrstuvwxyz 0123456789</p> <p>Primary Font Modeka 18pt/36pt</p> </div> <div data-bbox="651 1335 1060 1425"> <p>Myriad Pro 12pt abcdefghijklmnopqrstuvwxyz 0123456789</p> <p>Secondary Font Myriad Pro 12pt/14pt</p> </div> <div data-bbox="1149 1341 1528 1425"> <p>Futura 24pt abcdefghijklmnopqrstuvwxyz 0123456789</p> <p>Header Font Futura 24pt/48pt</p> </div> </div> <p>Content</p> <p>Secondary Font Myriad Pro 12pt/14pt</p> <p>Myriad is our primary typeface (predominantly used in Bold), and Futura is its supporting counterpart (typically used in the Medium weight).</p>		

Product Images



Product Specifications

Product	Specifications	Pickup Locations
<p>Single Bottle:</p>	<ul style="list-style-type: none"> • 700 mL Bottle sports cap • 23.7 fluid ounces • 15 Bottles per Case 	<ul style="list-style-type: none"> • CitiTrends (500 stores) • Atlanta Airport
<p>Single Case(s):</p>	<ul style="list-style-type: none"> • 15pk case • Weight: 24.54 lbs • Size: L-10.5in, W-9.5in, H-10.0in 	<ul style="list-style-type: none"> • Windy Hill, Atlanta, GA (including online orders)
<p>Pallets:</p>	<ul style="list-style-type: none"> • 1,020 Bottles • 68 Cases • 4 / 17 cases Tiers • 1,723.72 lbs • Size: L-48in, W-10in, H-44.8in 	<ul style="list-style-type: none"> • Windy Hill, Atlanta, GA • Fulton Industrial, Atlanta, GA • Greenville, TN
<p>Truckloads:</p>	<ul style="list-style-type: none"> • 26 Pallets • 1,768 Cases • 26,520 Bottles 	<ul style="list-style-type: none"> • Greenville, TN