

LAViT Beverage Systems, LLC

Feedback Consent and Content Ownership Agreement

What You Are Agreeing To

This summary is provided for convenience. The Agreement below is the binding document.

By signing this Agreement, you agree that LAViT owns any video, feedback, or other content you submit or that is recorded of you as part of this Program, and that LAViT may use it internally, including for product development and customer insights.

In exchange for participating, LAViT will provide you with an incentive. The type and amount may vary and can change over time.

This Agreement only covers internal use. If LAViT would ever like to feature your story publicly, we'll reach out separately and it's always your choice whether to say yes.

This Feedback Consent and Content Ownership Agreement ("Agreement") is entered into between LAViT Beverage Systems, LLC, together with its parents, subsidiaries, affiliates, successors, and assigns ("LAViT" or "Company"), and the individual signing below ("Participant"), in connection with Participant's voluntary submission of feedback, testimonials, and/or video recordings relating to LAViT's products, including the X Pro countertop drinkmaker and associated drink capsules (the "Program"). This Agreement does not grant Company any right to use Content publicly. If Company would like to feature Participant's Content in its marketing, Company will request Participant's separate written consent before making any public use. In consideration of the opportunity to participate in the Program, the incentive described in Section 5, and the mutual promises contained in this Agreement, the parties agree as follows:

1. Definitions

"Content" means all video, audio, images, statements, feedback, and other material recorded, submitted, or captured as part of Participant's participation in the Program, including Participant's name, image, likeness, voice, and any statements Participant makes.

2. Ownership of Content

2.1 To the extent the Content qualifies as a "work made for hire" under applicable copyright law, Participant agrees the Content is a work made for hire and Company is the sole author and owner of all right, title, and interest in it.

2.2 To the extent the Content is not deemed a work made for hire, Participant hereby irrevocably assigns, transfers, and conveys to Company all right, title, and interest in and to the Content, including all copyrights and other intellectual property rights, throughout the world, for the full term of such rights and all renewals and extensions.

2.3 Participant waives, to the extent permitted by law, any "moral rights" Participant may have in the Content.

2.4 This Section 2 applies whether or not Participant's Content is later selected for any marketing use under a separate agreement.

3. Internal Use License; Use of Name, Image, Likeness, and Voice

Participant grants Company a perpetual, irrevocable, worldwide, royalty-free right to use, reproduce, modify, and internally distribute the Content, including Participant's name, image, likeness, and voice, for Company's internal business purposes, including product development, customer insights, quality improvement, employee and partner

training, internal research and analysis, and internal presentations. This Agreement does not grant Company any right to use the Content publicly.

4. Editorial Control; No Obligation to Use

Company may edit, excerpt, or otherwise use the Content internally in its sole discretion. Company is under no obligation to use, act on, or respond to any Content Participant submits, and a decision not to use Content does not entitle Participant to any compensation beyond what is stated in this Agreement.

5. Compensation

Company will provide Participant an incentive for participating in the Program. The form, value, and availability of incentives, which may include gift cards, merchandise, or other items with no cash value, are determined by Company in its sole discretion and may change at any time, including for Participants who have already submitted Content, without requiring an amendment to this Agreement. Incentives are provided in lieu of any other compensation unless otherwise agreed in writing. Participant is responsible for any tax consequences of incentives received, and Company may request information from Participant and issue tax reporting forms as required by applicable law.

6. Representations and Warranties

Participant represents and warrants that:

- (a) Participant is at least 18 years of age;
- (b) Participant has full right and authority to grant the rights described in this Agreement;
- (c) to Participant's knowledge, the Content does not infringe the rights of any third party, including the copyright, trademark, or privacy or publicity rights of anyone appearing or heard in the Content other than Participant;
- (d) Participant has not included third-party copyrighted material, such as music, in the Content without the necessary rights; and
- (e) the statements Participant makes in the Content are true and reflect Participant's own genuine opinions and experience.

7. Release of Claims

Participant releases and forever discharges Company and its officers, directors, employees, agents, and affiliates from any and all claims, demands, and causes of action Participant may have, now or in the future, arising from Company's use of the Content as permitted by this Agreement.

8. Indemnification

Participant agrees to indemnify and hold Company harmless from any third-party claims, losses, or expenses arising from a breach of Participant's representations and warranties in Section 6.

9. Data and Privacy

Company will handle Content and any personal information collected in connection with this Agreement in accordance with Company's Privacy Policy, available at [insert URL].

10. General Provisions

10.1 Governing Law. This Agreement is governed by the laws of the State of New Jersey, without regard to its conflict of laws principles.

10.2 Entire Agreement. This Agreement is the entire agreement between the parties regarding its subject matter and supersedes all prior discussions regarding Participant's feedback and content ownership.

10.3 Severability. If any provision of this Agreement is found unenforceable, the remaining provisions remain in full force and effect.

10.4 Assignment. Company may assign this Agreement to any successor or affiliate. Participant may not assign this Agreement.

10.5 Electronic Signature. Participant agrees that selecting the acknowledgment below, together with typing or submitting Participant's name electronically, constitutes a valid signature and acceptance of this Agreement, enforceable to the same extent as a handwritten signature, to the fullest extent permitted by applicable electronic signature laws.

10.6 Modification. This Agreement may not be modified except in a writing signed by both parties, except that Company may update its Privacy Policy from time to time as permitted by law.