

CONSULTING AGREEMENT

This Consulting Agreement is entered into on this 28th day of January 2021, by and between **Sammy Watkin**, ("Consultant") and **BRANDED LEGACY, Inc. (OTC.QB: BLEG)** a business entity duly organized and operating under the laws of the State of Utah ("The Company"). Both Consultant and The Company may be collectively referred to as the "parties."

In consideration of the mutual promises, covenants and representations made herein, the parties agree as follows:

WHEREAS, The Company is a business entity duly organized and operating under the laws of the State of Utah; and

WHEREAS, The Company desires to establish a professional consulting relationship with Consultant for the main purpose of assisting the Company in the Hemp and CBD business, specifically outlined in Attachment "A" hereto.

WHEREAS, Consultant is desirous of formalizing a contractual relationship with The Company for the express purposes outlined above, **THUS, THE PARTIES AGREE AS FOLLOWS:**

ARTICLE 1: TERM

Section 1.01 This agreement, and the covenants and obligations assumed by the parties hereunder, shall last for a specific term of One (1) YEAR from the date this agreement is signed by the parties hereto.

Section 1.02 After this agreement becomes effective by both parties signing it, and after the term expires, this agreement may be renewed for subsequent ONE (1) YEAR terms, as long as both parties are amenable to such a renewal. This renewal shall be accomplished by the parties signing a letter of renewal at least thirty (30) days before the original term expires. This letter of renewal need only refer to this agreement and this subsection, and essentially state that both parties agree to an extension. Both parties must sign the letter of renewal. Once signed, the exact terms of this contract will be extended for another year, along with the same obligations and consideration on each parties behalf, that is, Consultant will continue to provide the same services provided for herein to The Company will compensate Consultant similarly as provided for in the first term.

Section 1.03 If the parties do decide to renew the terms of this agreement, all of the terms, provisions, covenants and obligations of this agreement will be renewed, unless otherwise modified pursuant to the express written agreement of the parties herein, signed by both parties.

ARTICLE 2: TERMINATION

Section 2.01 If, after the original term of this agreement, neither The Company or Consultant desires to continue on with the provisions hereof, then the declining party shall communicate this fact to the other at least thirty (30) days before the expiration of the term, and the contract will lapse due to expiration of time.

Section 2.02 If, however, either party commits a material breach of the covenants and obligations assumed hereunder, then, for cause, the non-breaching party may choose to terminate this agreement, and stop either performing the services called for herein, or cease paying the consideration called for in this agreement. A material breach of this agreement will mean either party's failure to live up to the covenants and obligations assumed hereunder. However, prior to taking the forgoing action of ceasing payment or performing services hereunder as the case may be, the parties agree to submit their dispute to mediation. The parties shall bear the costs of mediation equally. The parties agree that the mediation shall not prevent either party from otherwise seeking arbitration for any wrongful conduct pertaining to this agreement. However, it is specifically agreed to and acknowledged that the parties shall submit any dispute to mediation as a condition precedent before seeking the arbitration remedy discussed below.

Section 2.03 Should mediation fail to resolve the dispute, the parties agree to submit the dispute to binding arbitration pursuant to the rules and regulations of the American Arbitration Association. The parties agree that the venue for such arbitration shall be Atlanta, Georgia.

ARTICLE 3: COVENANTS AND CONSIDERATION

Section 3.01 As compensation for the services assumed herein by Consultant, The parties agree as follows:

- a. Seven Million Five Hundred Thousand (7,000,000) Restricted Common Shares of the Company, Branded Legacy, Inc. (OTC.QB: BLEG)
- b. The Company agrees to reimburse Consultant for all out of pocket travel expenses, providing said expenses are approved in advance by the Company.

ARTICLE 4: MODIFICATION

Section 4.01 This agreement, and the terms hereunder, cannot be modified unless by a signed writing executed by the parties hereto. The parties acknowledge that this agreement is the final expression of their agreement, and merges any and all previous oral and written agreements, negotiations and communications.

ARTICLE 5: GOVERNING LAW

Section 5.01 This agreement shall be governed and interpreted by the laws of the State of Utah.

ARTICLE 6: EFFECT OF WAIVER

Section 6.01 The waiver by either party of any particular clause or part of this agreement, or any obligation hereunder, shall not constitute a waiver of any or all of the remaining portions of this agreement. Likewise, the waiver by either party of any specific remedy, or part thereof, provided for under this agreement, shall not limit the waiving party's right to any other remedy provided for under the law of the State of Delaware.

ARTICLE 7: AUTHORITY TO BIND PRINCIPALS

Section 7.01 Each party hereto acknowledges that they have complete authority to enter into this agreement either individually, or in a representative or agency capacity with a corporate, or other business entity. Further, for each corporate party, all necessary action has been taken under their respective by laws and by their respective board of directors to authorize enter into and be bound by the terms of this agreement.

ARTICLE 8: NO EMPLOYMENT RELATIONSHIP

Section 8.01 It is recognized and affirmed by the parties hereto, that Consultant is an independent contractor. Neither Consultant nor Consultant's employees (if any) or contract personnel are, or shall be deemed, The Company's employees. In its capacity as an independent contractor, Consultant agrees and represents, and The Company agrees, as follows:

- a. Consultant reserves the right to perform services for others during the term of this agreement; however, Consultant will not perform services for any competitors of The Company's during the term of this agreement, or for a period of one year after the services rendered under this Agreement have been completed.
- b. Consultant has the sole right to control and direct the means, manner and method by which he performs the services to be rendered pursuant to this agreement. Consultant has the right to perform the services required under this agreement at any place or location or at any time he determines is appropriate.
- c. Consultant has the power to hire assistants, subcontractors, or to use employees or contract personnel to provide the services agreed to herein. The services to be provided by Consultant to The Company are to be performed solely by Consultant, or any assistants, subcontractors, employees or contract personnel whom Consultant deems are necessary to perform said services. The Company shall not hire, supervise or control any assistants to help Consultant, and neither shall The Company provide any training to said personnel. The Company shall not require that Consultant, or any of Consultant's employees, assistants, contract personnel or subcontractors devote full time to the services to be performed herein.

d. Consultant has complied with all federal, state and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this agreement.

e. The Company will not withhold FICA from Consultant's payments or make FICA payments on Consultant's behalf; The Company will not make state or federal unemployment compensation contributions on Consultant's behalf; or, withhold state or federal income taxes from Consultant's payments.

f. Consultant understands that neither Consultant nor Consultant's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of The Company.

g. The Company shall not obtain workers' compensation insurance on behalf of Consultant or any of Consultant's employees, or contract personnel. If Consultant does have to hire employees or contract personnel in order to perform the services contemplated under this agreement, then Consultant will bear all responsibility for acquiring workers' compensation insurance [if any] and agrees to hold The Company harmless from any claim for workers' compensation benefits filed by one of Consultant's employees, subcontractors or contract personnel in performing the services rendered under this Agreement. Consultant also agrees to hold The Company harmless from all costs and attorney's fees in the event that any claim contemplated under this section by one of Consultant's employees or contract personnel is filed.

h. The Company shall make no state or federal unemployment compensation payments on behalf of Consultant or any of Consultant's subcontractors, employees, or contract personnel. Consultant will not be entitled to these benefits in connection with work performed under this agreement.

ARTICLE 9: CONFIDENTIAL INFORMATION

Section 9.01 The parties understand and acknowledge that each of them (and their respective employees, consultants and subcontractors) may have disclosed to them, in connection with the rendition of services and performance of their obligations of this agreement, confidential and/or proprietary information of the other party. The parties hereto agree that said confidential or proprietary information shall be held strictly confidential, and that should legal action become necessary to enforce this clause, the non-breaching party shall recover costs and attorney's fees as expressed herein.

ARTICLE 10: ASSIGNMENT

Section 10.01 Neither party hereto may assign this Agreement without the prior written consent of the other party signed by such other party's duly authorized representative,

which consent may be given or withheld in the sole discretion of the applicable party whose consent is requested.

ARTICLE 11: NOTICES

Section 11.01 All notices in connection with this agreement shall be deemed given as of the day they are sent by electronic transmission, sent by facsimile or deposited with a commercial courier for delivery to other party.

ARTICLE 12: INDEMNIFICATION

a. The Company will indemnify and hold harmless Consultant and its employees, agents, representatives, members and affiliates (each being an "INDEMNIFIED PARTY") from and against any and all losses, costs, expenses, claims, damages and liabilities (the "LIABILITIES") to which such Indemnified Party may become subject under any applicable federal or state law, or any claim made by any third party, or otherwise, to the extent they relate to or arise out of the performance of the Services contemplated by this Agreement or the engagement of Consultant pursuant to, and the performance by Consultant of the Services contemplated by this Agreement. The Company will reimburse any Indemnified Party for all reasonable costs and expenses (including reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim for which the Indemnified Party would be entitled to indemnification under the terms of the previous sentence, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party hereto, provided that, subject to the following sentence, the Company shall be entitled to jointly assume the defense thereof at their own expense, with counsel satisfactory to such Indemnified Party in its reasonable judgment. Any Indemnified Party may, at its own expense, retain separate counsel to participate in such defense, and in any action, claim or proceeding in which the Company, on the one hand, and an Indemnified Party, on the other hand, is, or is reasonably likely to become, a party, such Indemnified Party shall have the right to employ separate counsel at the Company's expense and to control its own defense of such action, claim or proceeding if, in the reasonable opinion of counsel to such Indemnified Party, a conflict or potential conflict exists between the Company, on the one hand, and such Indemnified Party, on the other hand, that would make such separate representation advisable. The Company agrees that the Company will not, without the prior written consent of the applicable Indemnified Party, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding relating to the matters contemplated hereby (if any Indemnified Party is a party thereto or has been actually threatened to be made a party thereto) unless such settlement, compromise or consent includes an unconditional release of the applicable Indemnified Party and each other Indemnified Party from all liability arising or that may arise out of such claim, action or proceeding. Provided that the Company is not in breach of its indemnification obligations hereunder, no Indemnified Party shall settle or compromise any claim subject to indemnification hereunder without the consent of the Company. The Company will not be liable under the foregoing indemnification provision to the extent that any loss, claim, damage,

liability, cost or expense is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the negligence or willful misconduct of Consultant. If an Indemnified Party is reimbursed hereunder for any expenses, such reimbursement of expenses shall be refunded to the extent it is finally judicially determined that the Liabilities in question resulted solely from the negligence or willful misconduct of Consultant.

b. The Consultant will indemnify and hold harmless Company and its employees, agents, representatives, members and affiliates (each being an "INDEMNIFIED PARTY") from and against any and all losses, costs, expenses, claims, damages and liabilities (the "LIABILITIES") to which such Indemnified Party may become subject under any applicable federal or state law, or any claim made by any third party, or otherwise, to the extent they relate to or arise out of the performance of the Services contemplated by this Agreement or the engagement of Consultant pursuant to, and the performance by Consultant of the Services contemplated by this Agreement. The Consultant will reimburse any Indemnified Party for all reasonable costs and expenses (including reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim for which the Indemnified Party would be entitled to indemnification under the terms of the previous sentence, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party hereto, provided that, subject to the following sentence, the Consultant shall be entitled to jointly assume the defense thereof at their own expense, with counsel satisfactory to such Indemnified Party in its reasonable judgment. Any Indemnified Party may, at its own expense, retain separate counsel to participate in such defense, and in any action, claim or proceeding in which the Consultant, on the one hand, and an Indemnified Party, on the other hand, is, or is reasonably likely to become, a party, such Indemnified Party shall have the right to employ separate counsel at the Consultant's expense and to control its own defense of such action, claim or proceeding if, in the reasonable opinion of counsel to such Indemnified Party, a conflict or potential conflict exists between the Consultant, on the one hand, and such Indemnified Party, on the other hand, that would make such separate representation advisable. The Consultant agrees that the Consultant will not, without the prior written consent of the applicable Indemnified Party, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding relating to the matters contemplated hereby (if any Indemnified Party is a party thereto or has been actually threatened to be made a party thereto) unless such settlement, compromise or consent includes an unconditional release of the applicable Indemnified Party and each other Indemnified Party from all liability arising or that may arise out of such claim, action or proceeding. Provided that the Consultant is not in breach of its indemnification obligations hereunder, no Indemnified Party shall settle or compromise any claim subject to indemnification hereunder without the consent of the Consultant. The Consultant will not be liable under the foregoing indemnification provision to the extent that any loss, claim, damage, liability, cost or expense is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the gross negligence or willful misconduct of Company. If an Indemnified Party is reimbursed hereunder for any expenses, such reimbursement of expenses shall be refunded to the extent it is finally

judicially determined that the Liabilities in question resulted solely from the gross negligence or willful misconduct of Company.

Agreed by the parties as of the date listed below:

BRANDED LEGACY, INC.

Brandon Spikes
Brandon Spikes (May 21, 2021 11:42 EDT)

Brandon Spikes, Chairman Date

Sammy Watkins

Sammy Watkins
Sammy Watkins (May 21, 2021 11:40 EDT)

Member Date

ATTACHMENT “A”

SERVICES TO BE PROVIDED BY CONSULTANT

Consultant will also assist the Company in creating brand awareness for Spikes CBDx, LLC. This will include social media when applicable.









ConsultingAgreement_Sammy Watkins

Final Audit Report

2021-05-21

Created:	2021-05-21
By:	Matt Nichols (mnichols@elev8hemp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH_oNgZyg5DKzmtHHX8KINCX1ZZrOqjwr

"ConsultingAgreement_Sammy Watkins" History

-  Document created by Matt Nichols (mnichols@elev8hemp.com)
2021-05-21 - 3:37:45 PM GMT- IP address: 97.100.166.251
-  Document emailed to Sammy Watkins (matthewenichols7@gmail.com) for signature
2021-05-21 - 3:38:28 PM GMT
-  Email viewed by Sammy Watkins (matthewenichols7@gmail.com)
2021-05-21 - 3:38:34 PM GMT- IP address: 66.249.88.167
-  Document e-signed by Sammy Watkins (matthewenichols7@gmail.com)
Signature Date: 2021-05-21 - 3:40:57 PM GMT - Time Source: server- IP address: 97.100.166.251
-  Document emailed to Brandon Spikes (matthew@brandedlegacy.com) for signature
2021-05-21 - 3:40:59 PM GMT
-  Email viewed by Brandon Spikes (matthew@brandedlegacy.com)
2021-05-21 - 3:41:45 PM GMT- IP address: 66.249.88.191
-  Document e-signed by Brandon Spikes (matthew@brandedlegacy.com)
Signature Date: 2021-05-21 - 3:42:02 PM GMT - Time Source: server- IP address: 97.100.166.251
-  Agreement completed.
2021-05-21 - 3:42:02 PM GMT