

These Terms of Service (the “Terms” or “Agreement”) form an agreement between you (as either an individual, or on behalf of the business you identified in your Application to become a FAM Publisher) (“You”) and FAM Networks, LLC (“FAM” or “Our”). You and FAM are sometimes each referred to in these Terms as a “Party” and collectively, the “Parties”.

By affirmatively accepting these Terms, you acknowledge that you have read this agreement, that you understand it, and that you agree to be bound by its terms. If you are accepting these Terms on behalf of your business, you also represent and warrant that you have authority to bind such entity. FAM’s obligations under these Terms, are conditioned upon, and subject to, FAM’s receipt of all documents necessary to effect payment to you. Capitalized terms used in these Terms and not otherwise defined in this introductory paragraph are further defined in these Terms hereunder. You agree as follows:

## 1. The Services and our commitment.

These Terms represent Your agreement to engage FAM to provide certain management services. For the duration of the Term, FAM shall have the exclusive unrestricted right to provide You the Services, and You shall receive (70%) Profit Share from Your Activity and the Opportunity Services, and (20%) from FAM Services according to the Payment Policy.

FAM agrees to make good faith efforts to provide You management activities, advice, and support for aspects of Your business, for the purpose of exceeding Your Income Target during the Term (“Services”). If FAM exceeds the Income Target in any month during any calendar quarter, then You agree to produce a Testimonial within the subsequent calendar month. The “Income Target” shall be the MG unless the Parties mutually agree otherwise in writing. “Your Activity” means activities related to Your Property completed solely by Your Team, such as You publishing Your Content on Your Accounts. “FAM Services” means the Content Services, Account Services, Opportunity Services, and any activities related to Affiliate Property completed by You. Each Party will always retain full ownership of, and absolute liability for its respective Property.

The Services may generate income from (a) advertising placed on Content, including but not limited to, video-on-demand and live streams (“Ad Revenue”), (b) revenue not from Ad Revenue, including but not limited to monthly subscription, performance based, and one-time payments made by third parties (“Non-Ad Revenue”), and (c) any other revenue source, without limitation.

During the Term after the Account Transfer Date, FAM shall pay You at least (100%) of the gross income generated from Your Activity (“MG”). FAM shall pay Your Profit Share, provided if it’s less than \$100, then it may be carried over to the next pay period which is (30) days after the end of each calendar month (“Payment Policy”). FAM may deduct admin fees from Your Profit Share (not to exceed 2%). You shall be solely responsible for taxes due for monies paid to You by FAM.

“Account Services” means FAM’s exclusive, worldwide right to (a) Manage Your Accounts, including but not limited to, advertising sold (“Direct Sales”) and earnings generated from unlicensed use of Your Property by third parties (“Rights Opportunities”), (b) provide You Affiliate Content, and (c) Manage Approved Content on Your Accounts.

“Application” means the form you submit to FAM with Your Property information. “Affiliates” mean FAM and its Contacts.

“Account Transfer Date” means the date Your pre-existing Accounts have completed the Account Transfer.

“Contact” means any third-party FAM has worked with to provide the Services including but not limited to any current or previous contractor, client, or employee, as an individual or entity, who may have the potential to do business with You. A Contact does not include any third party with whom you can verifiably demonstrate you have a pre-existing relationship.

“Content” means any video, photo, audio, text, link, artwork, and other media or information published to an Account. Content featuring You that is produced solely by You is considered Your Content. Other Content featuring Your Property that is produced solely by FAM or that FAM makes production contributions to is considered “Produced Content” and Affiliate Content.

“Content Services” means FAM’s exclusive right to (a) Manage Your Content on any Platform, Account, or CSA without restriction, (b) assist You in producing Content, and (c) license Your Content to Contacts (“Contact Licensing”).

“CSA” means a channel, show, or app featuring the Content. Any CSA and its associated technology are considered Affiliate Property with features that may change without notice or be deactivated at any time in FAM’s sole discretion.

“Effective Date” means the date you accept these Terms, which marks the start of the Initial Term.

“Manage” means any management action including but not limited to repurposing, distributing, publishing, sharing, monetizing, liking, commenting on, promoting, and collecting revenue derived from Your Property.

“Net Income” means the gross income from the exploitation of Your Property minus any Platform fees. “Profit Share” means a percent of Net Income minus the Approved Expenses. “FAM Share” means the Net Income minus Your Profit Share.

“Opportunity Services” means FAM’s exclusive right to advise You on opportunities to accept for Your Property including, but not limited to, sponsorships (“Property Opportunities”) and to enter such Property Opportunities You approve in writing. FAM shall be entitled to a percentage of the gross income and ownership interest for compensation received from Property Opportunities entered during the Term, or as the result of any contract negotiated with a Contact during or after the Term.

“Initial Term” means a period of (1) year from either the Effective Date or Account Transfer Date, whichever occurs later.

“Term” means the duration of the Agreement that includes the Initial Term, with automatic, successive Renewal Terms thereafter, unless FAM does not exceed the MG, then You shall have the option to provide Notice to terminate these Terms at least (30) days before the next Renewal Term. “Renewal Term” means any (1) year period after the Initial Term.

## 2. Your Activity and our community.

You agree to Your Participation of producing new Qualified Videos during each week of the Term and may have (5) additional days to complete Your Participation during each applicable week (“Grace Period”), subject to FAM’s discretion.

You represent and warrant that (a) You are at least 18 years of age, (b) You have the full right and power to execute this Agreement, (c) You are the legal owner of all Your Property, (d) You have not and shall not grant any right permitting any third party to exercise any right which conflicts with those granted to FAM, and (e) Your Property and Your Team (i) complies with all applicable international, federal, and local regulations, as well as the terms set by the Platforms, (ii) does not infringe upon or violate any rights of any third party, including without limitation, trademark, copyright, literary, dramatic right or other intellectual property right, or right of privacy or publicity of any third party, and does not constitute a libel, defamation or slander of Affiliates, (iii) has all necessary rights and binding agreements for third parties contributing any rights, materials or services in connection with Your Property, and (iv) will obtain FAM’s written approval prior to posting Other Content. The foregoing subsections (a) through (e) are collectively the “Compliance Obligation”. “Your Team” means You and any third party working on Your behalf.

During the Term, You agree to designate FAM as exclusive manager of Your Property and shall grant FAM access to Your Accounts by (a) linking to FAM’s Accounts and software, (b) inviting FAM’s specified Contacts to be the only users with full access, and (c) specifying FAM’s business manager or content owner as the owner of Your Accounts as directed by FAM (“Account Transfer”). You shall always retain full ownership of Your Property as described hereunder and after the Term, Your Web Accounts shall be transferred to You as directed by You. During the Term, (a) the Account Transfer shall apply to the Account connected in Your Application and any Accounts related to Your Property, and (b) FAM shall exclusively manage the process of adding users to Your Account on your behalf if Your Team needs to add user access to Your Accounts.

You hereby grant FAM and its successors the non-exclusive, transferable, irrevocable, perpetual, royalty-free, worldwide right and license to use Your Property in connection with promoting and monetizing Your Property and Affiliate Property. You also hereby grant FAM and its successors the non-exclusive, irrevocable, transferable, royalty-free, perpetual, worldwide right and license, in all languages, formats, media and distribution now known or hereafter devised throughout the universe, without restriction, to: (i) copy, fix, reproduce, publish, distribute, monetize, offer for sale, sublicense, or sell any part or all of Your Content, in any manner; (ii) modify, alter, or simulate Your Property in the production of Produced Content, including but not limited to the title, duration, sequencing, audio,

visual, voice, diction, text, or graphics, without restriction; (iii) utilize Your Property in connection with the advertisement, publicity, marketing, merchandising, sale, or distribution related to Your Property or Affiliate Property; (iv) publicly perform or authorize others to publicly perform Your Content in connection with the publicity, marketing, distribution, or sale of Your Property or Affiliate Property; (v) use any licensed trademarks contained in Your Property in connection with the reproduction, publishing, distribution, or offering for sale related to Your Content or Affiliate Property; and (vi) sublicense the rights granted in this Agreement to any Contact without restriction. The foregoing rights shall be exclusive during the Term. You hereby irrevocably designate and appoint FAM as your attorney-in-fact, to act on your behalf for the limited purpose of executing and filing any document and doing all other lawfully permitted acts to secure FAM's rights and to further the prosecution, issuance and enforcement of the rights granted under these Terms with the same force and effect as if executed and delivered by You.

If You directly collect income derived from the Services or Contacts during the Term or after its expiration, You understand You are contractually bound to pay the total to FAM and redirect future payments to be paid directly to FAM, and FAM shall pay Your Profit Share under these Terms. You shall keep complete records related to Your Property. You shall permit FAM to appoint an independent accounting firm to make copies of and examine said records. If any audit discloses that You underpaid the FAM Share due to FAM, You shall pay the costs of the auditor in addition to the applicable outstanding sums within (5) business days. Following the expiration of the Term, FAM shall receive (a) the FAM Share from all Property Opportunities and Rights Opportunities entered between You and any Contacts (collectively "Opportunities"), and (b) all gross income from the Affiliate Services related to Your Property. You may contact, use Content from, or participate in a transaction with any Contacts only if You first obtain written permission from FAM ("Permission"). You shall keep the names and information of such Contacts confidential. If during the Term and six (6) months thereafter, You plan to sell rights to any of Your Property or engage similar services for Your Property, (each an "Offer"), then You will give FAM a first Right of Refusal.

"Approved Expenses" means expenses approved by You including the Operational Fee. "Operational Fee" means the Base Fee prorated by the percent Your Participation is not completed during each week of the Term. "Base Fee" is equal to \$1,500.

"Participation" means You producing and publishing at least (1) Qualified Video per week if You have a Qualified Library, or (3) Qualified Videos per week if you don't have a Qualified Library. "Qualified Video" means an on-demand or live stream video featuring You that lasts at least (3) minutes. "Qualified Library" includes a total of at least (250) Qualified Videos.

"Testimonial" means a video of You discussing Your successful experience with FAM which shall be submitted to FAM for (a) review, feedback, and approval before publishing, and (b) marketing FAM through posts and direct messages on the Accounts.

"Right of Refusal" means FAM's right to review and accept an Offer (30) days from the Notice of such Offer. If FAM declines an Offer, then You may complete the Offer with such third-party, provided You submit the final third-party contract terms to FAM for review and confirmation that such Offer does not conflict with these Terms and are no more favorable than set forth in the Notice.

### 3. Additional provisions.

These Terms represent the entire agreement between the Parties with respect to the subject matter hereunder and supersedes all previous agreements, either oral or written. These Terms may only be amended by mutual written consent of the Parties. You have reviewed and had the opportunity for legal counsel to review this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any subsequent amendments. The Parties agree no compensation shall be due to You under any prior agreement.

FAM is not an employment agency and Your relationship with FAM is that of independent contractor. You will not have any power or authority to bind FAM to any obligation. You understand and agree that these Terms or your relationship with FAM by way hereof will not create the relationship of employment, partnership, or any similar other relationship between You and FAM.

During the Term, FAM may conduct Research Activities using Your Accounts as a testing ground. FAM shall be responsible to pay any

associated fees, whether the research fails or not. You shall not be compensated for the Research Activities unless mutually agreed to in writing. "Research Activities" mean non-revenue generating activities conducted systematically by FAM to test various methods for achieving the highest performing Results that rely on the principles of computer science to (a) improve reliability and quality of the Services, and (b) reduce uncertainties related to the Results. Any results, including but not limited to, algorithms, metrics, analytics, methods, technical information, and any associated rights related to the Research Activities, shall be owned by FAM and considered FAM Property as described herein ("Research Results" or Results").

You agree to defend, indemnify, and hold harmless FAM and its Contacts from and against all actions, claims, damages, and costs, including, reasonable attorney fees and expenses arising out of (a) any Breach of Your obligations, representations, and warranties herein, (b) any misrepresentations made by You to third parties that lead to a cause of action or litigation against FAM, or (c) Your negligence or willful misconduct.

The failure by either Party to enforce any of these Terms, at any time or for any period of time, shall not be a waiver of the right to enforce any such terms at any subsequent time. All rights and remedies available to the Parties under this Agreement and the general law shall be cumulative, and no exercise of any such right or remedy shall restrict or prejudice the exercise of any other right or remedy granted hereunder or otherwise available to such Party. If any provision of the Agreement is declared by any judicial or competent authority to be voidable, illegal, or unenforceable, the Parties shall amend such provision to achieve the intention of the Parties without illegality, and the remaining provisions hereunder shall remain in full force and effect.

The Parties agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement (a) shall be brought by a Party in such Party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and (b) shall be submitted to final and binding arbitration before JAMS (formerly Judicial Arbitration and Mediation Services), or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. Either Party may commence the arbitration process called for in this section by filing a written demand for arbitration with JAMS, with a copy to the other Party. The arbitration will be conducted in accordance with the provisions of JAMS' Comprehensive Arbitration Rules and Procedures in effect at the time of filing the demand for arbitration. The Parties will cooperate with JAMS and with one another in selecting a single arbitrator from JAMS' panel of neutrals, and in scheduling the arbitration proceedings, which shall take place in Nassau County, New York, and in the English language. The Parties agree that they will participate in the arbitration in good faith, and that they will share equally in its costs. The provisions of this section may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the Party against whom enforcement is ordered.

EXCEPT FOR THE EXPRESS WARRANTIES MADE HEREIN, THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY FOR A PARTICULAR PURPOSE. EXCEPT FOR THE INDEMNITIES SET FORTH HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR PENALTIES ARISING FROM OR RELATED TO THIS AGREEMENT.

The provisions of this Agreement specified and meant to survive termination include, but are not limited to, Your Compliance Obligation and your obligations concerning Indemnification, attorney-in-fact designation, arbitration, payment and shall remain in full force and effect, unless otherwise mutually agreed to in writing. FAM may terminate this Agreement for any reason at any time with Notice to you.

"Notice" means communication made by email, SMS, or similar digital message deemed given on the date of its transmission ("Notice Date") provided such Notice is successfully transmitted. Any Notice of consent given by You under the Agreement shall be binding, however, any waiver or consent by FAM may only be binding upon signed amendment to this Agreement.

## 4. Property provisions.

You hereby represent and warrant that Your Property is not the subject of pending or threatened action claiming infringement of any third party right, and You have not received any Notice that using Your Property is unauthorized or infringes upon the rights of any third party (each a "Claim"). If You become aware of any Claim, You shall immediately provide Notice of such Claim to FAM.

You will ensure that Your Team will honor these Terms and not take any Invalid Actions. You acknowledge and agree (a) FAM may take any action it deems necessary to prevent any potential Invalid Action by Your Team, or enforce these Terms (each a "FAM Action"), (b) FAM may assign this Agreement to any third party in its sole discretion, and (c) You may not assign this Agreement without FAM's written consent because it's deemed personal in nature to You.

All Your Content and any Affiliate Content provided by FAM is deemed approved by You for use hereunder ("Approved Content"). You may only unpublish or delete an Account or Approved Content if FAM gives You written notice from a Platform with instructions to do so, or if the Parties mutually agree to replace such Content in writing. The foregoing includes pre-existing and future Content. If during the Term, You wish to publish Content other than Approved Content ("Other Content"), then You shall first submit such Other Content to FAM for review, feedback and approval by FAM before publishing such Other Content to an Account. Any Other Content or Your Content that violates these Terms, including but not limited to the Compliance Obligation (the "Unapproved Content"), shall not be published by You and may be removed by FAM at any time. FAM may take any action it deems necessary to revise any metadata or thumbnail for Content published to Your Accounts.

Any notice provided by a Platform of (a) "Limited Originality" (as defined by the respective Platform) is due to a lack of Your Content published to Your Accounts, and shall not be considered a Breach by either Party unless it is due to an under-delivery of the Participation, and (b) an invalid Claim or copyright strike against Affiliate Content published by FAM shall not be deemed a Breach by FAM. In the event any Account is demonetized by a Platform ("Demonetization") the MG shall not be in effect during such period of Demonetization. FAM may but is not obligated to provide You documentation of such Demonetization, if any.

In the event of a Breach, You will not oppose a request for injunctive relief, including any affirmative temporary restraining order, with or without notice; any preliminary injunction; or permanent order to enjoin any further Breach, in addition to any prayer for monetary relief for damages suffered by FAM. You acknowledge that any such damages will be difficult if not impossible to calculate in monetary terms and will be irreparable to FAM, and this shall not limit any other remedies against You for such Breach in law or in equity. In the event of a Breach by You, including but not limited to taking an Invalid Action, you acknowledge and understand that You shall be required to immediately pay FAM the Accelerated Payment and FAM shall have the right to keep any Profit Share in its possession at the time of such Breach or thereafter for the purpose of satisfying the Accelerated Payment until such AP Term is complete. You shall have (1) business day from the Notice Date FAM provides You Notice specifying the alleged Breach to cure such Breach ("Cure Period"). Any Breach not cured during the Cure Period shall be referred to as a "Uncured Breach".

"Account" means any account for a Media Platform ("Web Account"), a Distribution Platform, or related payout source, as well as any derivative Accounts now known or hereafter devised throughout the universe that may exist during the Term.

"Accelerated Payment" means an amount equal to the average monthly Net Income received during the Term, with a minimum amount equal to the Base Fee, multiplied by the total months remaining in the AP Term. The Accelerated Payment is not a penalty, but rather a remedial measure for FAM to recoup its damages and guarantee that FAM doesn't incur any additional damages in case of an impending breach. "AP Term" means the time left in the Term plus an automatic extension of one Renewal Term each year until the Accelerated Payment has been satisfied, with a minimum of one Renewal Term per Uncured Breach. During the AP Term, the MG shall not be in effect and FAM shall not be obligated to pay You such MG.

"Affiliate Property" means Property owned by the Affiliates. "Affiliate Content" means Content owned by the Affiliates.

"Brand" means the image, including, but not limited to the name, likeness, characteristics, and voice related to an Account.

"Breach" means any Invalid Action or violation of the Terms by You that may cause damage and harm to FAM,

including but not limited to loss of competitive advantage or revenue, increase in costs, and other harm not yet ascertainable to FAM.

“Invalid Action” means any action that may frustrate the objective of maximizing the Net Income, including but not limited to, (i) removal of Approved Content or publishing Unapproved Content during or after the Term, (ii) attempting to circumvent these Terms or any of FAM’s rights, including but not limited to, not disclosing all Your Property, or attempting to monetize Your Property with any third party entity without prior written approval by FAM, (iii) causing an improper Claim against FAM’s use of Your Property, or attempting to block FAM’s collection of revenue from the FAM Services, (iv) violating the Compliance Obligation or Your Confidentiality Obligation, (vi) giving users access to Your Accounts, or (vii) threatening to take any such Invalid Action.

“IP” means intellectual property including, without limitation, trademarks, copyrights, and any associated rights therein.

“Media Platform” means Facebook, Instagram, Snapchat, and YouTube, and “Distribution Platform” means platforms other than Media Platforms including, but not limited to any website, tv, app, blockchain or course platforms (collectively the “Platforms”).

“Property” refers to any Brand, Account, Content, or IP. “Your Property” means Your pre-existing and future Property.