

# TALENT AGREEMENT

The terms and conditions (the “**Terms**”) which follow govern the relationship between you (the “**Talent**”) and Freedom! Family Limited (“**Freedom!**”), collectively the “**Parties**”, with respect to the content (the “**Talent’s Channels**”) described in the application (the “**Application**”) submitted to Freedom!. By accepting these Terms, you covenant and agree to be bound by the Application and the Terms, collectively the “**Agreement**”.

This Agreement is made effective immediately upon submission by Talent and acceptance by Freedom! of the Application (the “**Effective Date**”).

In consideration of the mutual agreements and undertakings of the Parties set forth herein below, and for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties hereto, until this Agreement terminates, Freedom! and the Talent agree as follows:

1. **Overview.** Talent is the owner of Talent’s Channels, and also the producer/creator/authorized licensee of content that appears on Talent’s Channels. In exchange for the payment to Talent of the fees identified in Section 4, and for being provided the ability to use Freedom!’s dashboard, support, and tools for channel growth and development, the Talent agrees to:
  - (a) move Talent’s Channels and the videos and other content appearing on the Talent’s Channels (“Talent Content”) into Freedom!’s CMS (the “Network”) to take advantage of Freedom!’s Google AdSense and YouTube direct sales advertising revenue opportunities;
  - (b) make Talent’s Channels eligible for monetization and advertising Freedom! sells;
  - (c) allow one of Freedom!’s support managers to assist with talent support services (some examples might be helping Talent with optimizing videos, technical support, using social media to help boost your video views, connecting with other Network talent, access to a royalty-free music library for use videos, etc);
  - (d) while this Agreement is in effect, you grant to Freedom! a non-exclusive right to sell and manage any and all advertising inventory on Talent’s Channels;
  - (e) while this Agreement is in effect, you grant to Freedom! a non-exclusive right to sell brand integration into videos (i.e., wearing something in, or putting a product into, a video) on Talent’s Channels, subject to Talent’s written approval in each instance, except that Talent (but no other third party) may also find and sign its own brand integration deals;

- (f) while this Agreement is in effect, you grant to Freedom! a non-exclusive, transferable, worldwide, royalty-free license to use Talent's name, image and likeness in connection with promoting the Network, individual channels on the Network and the Talent's Channels;
- (g) while this Agreement is in effect, you grant to Freedom! a non-exclusive, transferable, worldwide, royalty-free license to display your trademarks and logos in connection with promoting the Network, individual channels on the Network and the Talent's Channels;
- (h) use reasonable efforts to regularly generate new content and promote Talent's Channels through the use of social media accounts (i.e., posting hyperlinks to Talent's Channels on Facebook, Tweeting them out, interacting with fans, etc.);
- (i) submit, when requested and in a timely manner, all relevant papers or documents to establish the identity and location of the Talent such as but not limited to: Government issued Identification, Passport, etc. and;
- (j) abide by all of the terms of service of the platform, such as YouTube®<sup>®</sup>, the Talent's Channels appear on in relation to this Agreement

**2. Channel Views/Rollup.** As of the Effective Date and throughout the Term of this Agreement, all channel views (including viewership for so-called "live streaming" content or delivery of content through any other means via the Talent's Channels) for the Talent's Channels will be included or "rolled up" exclusively into Freedom!'s total numbers on the platforms it operates on, such as YouTube®<sup>®</sup>, and Freedom! will be entitled to receive any and all payments in connection therewith directly from such platform. This will include, but is not limited to, any content made available on the Talent's Channels, through any means (streaming Video on Demand (VOD), "live-streaming," or other models of delivery as may be made available by such platform) and through any devices enabled by such platforms, as Freedom! may determine. Furthermore, Talent will notify such platform (based on their rules) that until this Agreement terminates, Talent's Channels are part of the Network, and all payments from that platform for the commercialization of Talent's Channels should be sent directly to Freedom!.

### **3. Live Stream Content.**

3.1. As of the Effective Date, Talent will coordinate with Freedom! in good faith regarding all "live streaming" content that Talent may create, (i.e., real-time or near real-time), streaming of "live" content of any kind, including commentary, discussion, game play, e-sports, etc. (collectively, the "**Live Stream Content**") on the Talent's Channels (or on such other Freedom! controlled channels as mutually agreed upon by Freedom! and Talent).

- 3.2. The parties will coordinate and agree on whether Live Stream Content will be recorded, edited and distributed on the Talent's Channels (or on such other Freedom! controlled channel on YouTube as mutually agreed upon by Freedom! and Talent) for Video on Demand ("VOD") viewing following the conclusion of the applicable live stream.

#### **4. Payments.**

- 4.1. VOD Content. Freedom! reserves the right to change its requirements for any talent to join the Network, and Freedom! reserves the right to reject any Application for any or no reason. Subject to Talent's compliance with the terms and conditions of this Agreement and the terms and conditions of any other agreements Talent may have with Freedom! (and provided that Talent is not a consultant, affiliate or employee of Freedom!), for each piece of video content that is displayed in streaming VOD format on Talent's Channels hereunder, Talent will be entitled to receive from Freedom! the amount (inclusive of all applicable sales and value added taxes) specified in section 4.2 of all advertising-supported video views generated (in territories where ad monetization and reporting are provided to Freedom! by each platform) by way of streaming online VOD distribution on the Talent's Channels. Talent and Freedom! agree that Freedom! will, in its discretion, acting reasonably and using information provided to it by each platform, be the party solely responsible to determine the relevant number of ad supported views generated and applicable hereunder.
- 4.2 Payment Terms. Unless agreed otherwise in writing by the Parties, for a Talent's Channel Application and acceptance, the Talent shall receive an amount equal to 60% of net proceeds of advertising revenue, as calculated by Freedom!, less standard commission fees for premium advertising or sponsorship campaigns that Freedom! may sell on the Talent's behalf, and less any transaction fees related to early payments or payments via wire, as described below. Note that a different percentage of net proceeds may apply in instances where the Talent's Channels includes third-party licensed materials (e.g., cover video).

As specified in the Application as accepted by Freedom!, Freedom! will pay Talent any fees owed hereunder around thirty (30) calendar days following Freedom!'s receipt of payment from the platform the payment originated from, in connection with the Talent's Channels. If the Talent elects to receive payment earlier, the transaction fee(s) listed in the Dashboard will be deducted from each payment. All fees or transaction costs related to paying Talent, whether via PayPal other payment methods, such as wire transfer, will be paid by the Talent. Payments will be made by PayPal, wire, or other form offered by Freedom! to an appropriate account that Talent specifies.

Notwithstanding the foregoing, Freedom! will have no obligation to pay any amounts, and is permitted to deduct or withhold any amounts owed, determined or reasonably suspected by Freedom!, in its sole discretion, to have resulted from: (i) Action Fraud (as defined in the section titled "**Action Fraud**" below), including without limitation through any clicks originating from Talent's IP addresses or computers under Talent's control, solicited by payment of money, false representation or request for end users to click on Ads, (ii) fraudulent, misleading or false activities or activities that Freedom! or the platform, such as YouTube®, believe to be fraudulent or misleading or in violation of either of their respective terms of service, guidelines, rules, or privacy policies, (iii) overpayment by Freedom! to Talent, or (iv) Talent's breach of this Agreement. Further, any payment unclaimed by Talent within six (6) months of it being available shall be forfeit.

4.3 Freedom! shall be entitled to a 30% commission on all 'branded integrations' or 'product placements' ("Brand Deals") that Freedom! enters into, and 0% commission where Freedom! is not not involved in the Brand Deal, unless otherwise agreed in writing by the Parties.

**5. Ownership/Control.** As between the Parties, Talent will retain full control and ownership of, and absolute liability for, the Talent's Channels and all content contained therein. This will include creation, procurement, and uploading of any and all content therein, and the ongoing management and look and feel of the Talent's Channels. Freedom! will not have the ability to upload content, alter the design or layout, etc. of the Talent's Channels; provided, however, that Freedom! will have the absolute right to require Talent to remove content immediately upon any notice of copyright violation, or violation of any party's rights, or concern thereof. Any video content or other content (live streaming, text, annotations, or otherwise) that is in violation of the terms of this Agreement or violates any laws, rules or regulations, including YouTube® and other platforms and/or Freedom!'s terms, rules, policies or other business interests, will also be removed by Talent immediately upon request. Talent will not use annotations or other similar platform tools and features in a manner that would conflict or interfere with Freedom!'s promotional or sales efforts and ongoing advertising campaigns.

**6. Right to Sell Advertising on a Talent's Channels.**

6.1. Freedom! will have the right, throughout the Term of this Agreement, to represent, sell, and manage any ad inventory on the Talent's Channels, including any ad sales against content contained therein, inclusion of advertising by ad networks, advertising that may be included as part of live-streaming content, new units that YouTube® and other platforms may make available or that Freedom! or Talent may devise, usage of annotations and related features insofar as such usage may be part of an advertising campaign, and the serving and monitoring of all campaigns. Freedom! will collect all revenues generated from its work with the Talent's Channels directly (including, for example, through

AdSense, Video AdSense, YouTube® direct sales, Freedom!'s direct sales, or sales by any other party on the Talent's Channels), and then make payments to Talent in accordance with this Agreement, and as set forth below. Freedom! will have the right to turn a platform's ad sales "off" (i.e. not allow YouTube® or other platforms to sell the Talent's Channels directly or through programs like AdSense). Each Party acknowledges and agrees that Talent may have external advertising relationships ("External Advertising Relationships") that will be managed by Talent. In every case, Freedom! will coordinate with Talent to work harmoniously with such External Advertising Relationships.

6.2 Either Party may sell Brand Deals with respect to content on Talent's Channels, provided any such Brand Deals and terms associated therewith are approved by Talent.

## **7. Right of Distribution and Syndication.**

7.1 Talent grants to Freedom! the non-exclusive right, license and privilege to enter into syndication and/or distribute Talent's content in all languages and versions and digital formats in all media now known or in future devised, including all upgrades, enhancements, modifications and functional substitutions therefore. The right to syndication and/or distribution shall also include other affiliated and unaffiliated Multi Channel Networks and other similar service providers.

7.2 Upon termination of this Agreement, Freedom! shall retain ongoing rights over the Talent's Content that was subject to this Agreement, shall continue to monetize the content that is syndicated or distributed, and shall continue to pay Talent per section 4 for such syndicated or distributed content. For clarity, this does not apply to any content created after termination of this Agreement.

7.3 This section 7 survives even after termination of this Agreement.

**8. Action Fraud.** Talent will not, and will not enable, allow or authorize any party to, directly or indirectly, generate automated, fraudulent or otherwise invalid advertising actions. If, in Freedom!'s or a platform's determination, activity related to content on Talent's Channels is suspected or determined to be so-called "action fraud," "click fraud" or "impression fraud," or fraud of any other kind, whether in any automated or human way, by the use of a person, an automated script or a computer program to click on an any form of response mechanism, annotation or advertising unit, or any other fraudulent means, to increase impressions, skew results or imitate a legitimate user of a web browser, for example, by clicking on an ad unit for the purpose of generating an improper click value and generating revenue (collectively, "**Action Fraud**"), Freedom! may withhold any payments owed and have the right to terminate this Agreement permanently, or until such time as the matter is resolved to Freedom!'s satisfaction.

9. **Access to Talent's YouTube Accounts/Reporting to Talent.** Talent will provide Freedom! with all necessary access and controls relating to the Talent's Channels and to enable the Talent's Channels to become part of the Network in such manner as Freedom! considers reasonable or necessary. Access will be limited only to Freedom! employees or contractors on a need-to-know or need-to-use basis, and will only be used for purposes necessary to further the subject matter of this Agreement (i.e., to monitor traffic, views, prepare reports, check earnings numbers, etc.).

Freedom! agrees to provide Talent with a true and correct version of the most then-current platform report Freedom! receives with respect to Talent's Channels, on no less than a monthly basis or as available to Freedom! from any platform. In addition, Talent reserves the right to confirm the accuracy of the Freedom! report directly with any platform provided such informational requests are conducted through and in coordination with Freedom! and limited to no more than once per year. Freedom! agrees to provide the Talent with revenue visibility within Freedom!'s proprietary dashboard.

10. **Term/Termination/Survival.**

10.1. The term ("**Term**") of this Agreement shall be in full force and effect commencing on the Effective Date, and shall continue perpetually; however, at any time, either Party may terminate this Agreement with 30 days written notice for any reason or no reason, and inactivity for six (6) months in Talent's Dashboard account may result in termination and account deactivation. Upon any such termination, neither Party will have any further obligation, rights or duties to the other Party, except: (a) that any undisputed payments owed by Freedom! to Talent prior to the date of termination will still be deemed payable subject to Section 4 above, and (b) those terms and conditions of the Agreement intended by their nature to survive the termination of the Agreement will survive termination of the Agreement. However, Freedom! shall have the right to immediately terminate this Agreement if the Talent violates any of the provision(s) of this Agreement without the necessity of Notice upon any such termination.

10.2. In case of the Talent misrepresents his/her age or if he/she was not of sound body and mind at the time he/she entered into this Agreement, Freedom! shall have the right to retention of any of the proceeds due to the Talent to answer for any claims arising from such misrepresentation.

11. **Rights & Grants.** Talent hereby grants to Freedom!, on a non-exclusive, worldwide and royalty-free basis, any and all necessary rights and licenses it may need to perform in accordance with the terms of this Agreement, including for example the right to use her/his/its name, likeness, and logo, registered marks if any, names of properties, etc.,

and to represent Freedom! as representative of any ad inventory/ad units/sales opportunities for the Talent's Channels as set forth herein.

**12. Independent Responsibilities.** Each Party agrees that it will be fully responsible and liable for its own content and any and all third party claims that may arise from its properties, sites, and content. This Agreement confers no ownership or control and does not constitute a 'partnership' or 'joint venture' within the legal/corporate meanings of those terms. The Parties remain independent of each other and maintain their liabilities as their own.

**13. Limited Confidentiality.**

13.1 Each Party and its affiliates understand and acknowledge the terms of this Agreement are confidential. From time to time during the performance of this Agreement each Party may also receive certain information from the other Party marked confidential. Neither Party and its affiliates will, without the express written consent of the other, disclose any confidential information disclosed by one Party to the other and designated confidential to any third party, nor to any employees, contractors, vendors, consultants or affiliates other than those employees who have an actual need to know such information in order to perform their duties.

13.2 The Parties acknowledge and agree that the names of the Parties to this Agreement and the fact this Agreement exists between them may be made publicly available.

**14. Representations and Warranties; Covenants.** Talent represents, warrants and agrees that: (a) he/she is of sound mind, body, age and has the full right and power to make and perform this Agreement without the consent of any third party; (b) it has any and all necessary rights or clearances it may need in connection with the Talent's Channels (to the extent it would be necessary for the specific use, i.e., display on YouTube® or other platform); (c) that Freedom!'s use of, and sale of advertising on, the Talent's Channels as set forth herein will not infringe on the rights of any person or entity, defame any person or entity, or violate any right of publicity or privacy of any person or entity; (d) that Talent will not include in any Talent's Channels any content or materials that would violate any laws, rules or regulations, including YouTube's or other platform's or Freedom!'s general rules, terms and policies; and (e) in case the Talent is a minor he/she has obtained the consent of his/her parent or guardian.

**15. Indemnity; Limitation on Liability.**

14.1. Indemnity. Talent hereby agrees to indemnify and hold harmless Freedom!, its shareholders, its affiliates, officers, directors, employees, agents, successors, licensees and assigns, from and against any and all causes of action, claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) (collectively, "Claims") arising out of any

breach by Talent of any of the obligations, agreements, representations and/or warranties made hereunder or Talent's negligence or willful misconduct.

14.2. Except with respect to breaches of Section 13 and indemnification payments owed to third parties, fraud, gross negligence or willful misconduct, Freedom! will not be liable to the talent for amounts in excess of that payable by Freedom! to talent under section 4 of agreement, or otherwise for special, consequential or incidental damages or for lost profits.

**16. Assignment.** Neither Party may assign this Agreement without the prior written permission of the other Party; however, Talent understands and agrees that Freedom! may freely assign this Agreement in the event of a sale of all or substantially all of its stock or assets.

**17. Miscellaneous.**

17.1 Talent as Independent Contractor and Responsibility for Personnel. This Agreement will not render the Talent an employee, partner, agent of, or joint venturer with Freedom! for any purpose. The Talent is and will remain an independent contractor in relationship to Freedom!. Freedom! will not be responsible for withholding taxes with respect to the Talent's compensation hereunder. The Talent will have no claim against the Freedom! hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Talent's representatives and all personnel supplied directly by Talent will be deemed employees or subcontractors of Talent and will not be considered employees, agents or subcontractors of Freedom! for any purpose whatsoever.

17.2 Choice of Law and Arbitration. This Agreement will be construed under, and governed by, the laws of Hong Kong without regard to its principles of choice of law as if all transactions were conducted in Hong Kong. The Parties will attempt to settle any disputes related to this Agreement through good-faith negotiations or arbitration. For any unsettled disputes related to this Agreement, the Parties agree that jurisdiction and venue for any legal proceedings arising from or in any way connected to this Agreement will lie exclusively in Hong Kong.

17.3 Severability. If any provision or clause of this Agreement or compliance by any of the Parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision will be deemed modified to the extent necessary so that it is no longer unenforceable.

17.4. Currency. All currency in this Agreement is expressed in United States Dollars.

17.5 Acceptance. For the convenience of the Parties, the Parties may signal acceptance of this Agreement by electronic means or such other means as may be stipulated from time to time.

17.6 Entire Agreement and Updates. Once the Application has been accepted by Freedom!, this Agreement between the Parties, as of the Effective Date, supersedes any and all prior written or oral agreements between the Parties in connection with the subject matter hereof. Freedom! will update this Agreement from time to time to reflect changes in technology, law, our business operations, or any other reason Freedom! determines is necessary or appropriate. Material changes may be communicated to Talent; others will be without notice to Talent. Continued use of the Service constitutes acceptance of such modifications or amendments by Talent; the latest version is available within the Dashboard provided to Talent by Freedom!.

17.7 Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. Failure to enforce any term of this Agreement shall not constitute a waiver thereof unless made in writing.

17.8 Notices. All notices or other communications or deliveries required or permitted to be made under this Agreement shall be in English and sent via email to the addresses below.

- To Freedom! via [legal@freedom.tm](mailto:legal@freedom.tm).
- To Talent via the email address the Talent submitted in their Application.