

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the “**Agreement**”) is entered into between you (“**SERVICE PROVIDER**”) and Tally x Salt Podcast, LLC its successors and assigns (“**COMPANY**”) in connection with the use by COMPANY of SERVICE PROVIDER’s services. SERVICE PROVIDER and COMPANY are each a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, COMPANY is a for-profit company engaged in the digital asset industry and seeking the advisory services of SERVICE PROVIDER;

WHEREAS, SERVICE PROVIDER seeks to provide advisory services to COMPANY;

WHEREAS, COMPANY and SERVICE PROVIDER desire to enter into this Agreement, which is intended to memorialize the agreement between the COMPANY and SERVICE PROVIDER as to the terms and conditions of SERVICE PROVIDER’s advisory services.

NOW THEREFORE, in consideration of the mutual agreements contained herein, COMPANY and SERVICE PROVIDER agree as follows:

SERVICES AGREEMENT

1. Services. SERVICE PROVIDER shall render SERVICE PROVIDER’s services described on Exhibit A attached hereto and incorporated herein by this reference (the “**Services**”). In connection with rendering these services, COMPANY acknowledges the need to provide SERVICE PROVIDER with accurate and complete information and the need to cooperate with SERVICE PROVIDER and keep SERVICE PROVIDER informed of any developments related to SERVICE PROVIDER’s engagement. SERVICE PROVIDER shall devote such time and attention in performing the Services as it reasonably deems is necessary for the fulfillment of its obligations under this Agreement. COMPANY acknowledges and agrees that SERVICE PROVIDER is free to render consulting services of any kind or nature to any other party during the term of this Agreement, including potential customers, suppliers or competitors of COMPANY. COMPANY will not control the manner or means in which SERVICE PROVIDER performs the Services.

2. Compensation. COMPANY agrees to provide SERVICE PROVIDER the compensation for the Services set forth on Exhibit A.

3. Expenses. Subject to the prior written approval of COMPANY in each instance, and following a detailed written request by SERVICE PROVIDER which includes a maximum amount to be reimbursed, COMPANY shall reimburse the reasonable travel and related expenses incurred by SERVICE PROVIDER in the course of performing services hereunder.

4. Taxes. SERVICE PROVIDER acknowledges and agrees that it shall be SERVICE PROVIDER’s obligation to report as income all compensation received by SERVICE PROVIDER pursuant to this Agreement and to pay any withholding taxes, self-employment taxes, and social security, unemployment, or other taxes, including interest and penalties in connection with any payments made to SERVICE PROVIDER by COMPANY pursuant to this Agreement. SERVICE PROVIDER agrees to indemnify, hold harmless, and at COMPANY’s discretion, defend COMPANY against any and all liability related thereto, including, without limitation, any taxes, penalties, and interest COMPANY may be required to pay as a result of SERVICE PROVIDER’s failure to report such compensation or make such payments.

5. Term and Termination. This Agreement will begin on date it is accepted by SERVICE PROVIDER (the “**Effective Date**”) and, unless earlier terminated in accordance with this Section 5, shall continue in full force and effect for the duration of the Parties relationship. The Term for any subsequent contract shall be defined therein. Parties may terminate this Agreement for any failure or inability to comply or fulfill any material obligation, condition, term, representation, provision, or convent that would entirely deprive the other Party of its benefits owed to it under this Agreement (“**Material Breach**”). SERVICE PROVIDER may only terminate this Agreement for COMPANY’s undisputed

Material Breach if such Material Breach remains uncured for one-hundred and twenty (120) days after receipt by Company of notice thereof. COMPANY may terminate this Agreement or any Exhibit at any time, with or without cause, without further obligation to SERVICE PROVIDER, upon notice to SERVICE PROVIDER. Upon termination of this Agreement, SERVICE PROVIDER shall immediately cease performance. In the event of expiration or termination of this Agreement, all rights and duties of COMPANY and SERVICE PROVIDER shall cease, except the provisions of Section 6 (Independent Contractor), Section 8 (Confidentiality), Section 9 (Work For Hire), Section 10 (Intellectual Property), Section 13 (Representations and Warranties), Section 14 (Indemnification), Section 15 (Additional Provisions), Section 3 of Exhibit A (Identification of NFTs), and Section 5 of Exhibit A (Termination and Assignment) will survive.

6. Independent Contractor. SERVICE PROVIDER's relationship with COMPANY will be that of an independent contractor and not that of an employee. SERVICE PROVIDER will not be eligible for any employee benefits, nor will COMPANY make deductions from payments made to SERVICE PROVIDER for employment or income taxes, all of which will be SERVICE PROVIDER's responsibility. SERVICE PROVIDER will have no authority to enter into contracts that bind COMPANY or create obligations on the part of COMPANY without the prior written authorization of COMPANY.

7. Conflicts of Interest. SERVICE PROVIDER represents that SERVICE PROVIDER's compliance with this Agreement and provision of the Services will not violate any duty that SERVICE PROVIDER may have to a third party (such as a present or former employer).

8. Confidentiality.

8.1 Definition of Confidential Information. "Confidential Information" means any COMPANY information directly or indirectly disclosed by the COMPANY to SERVICE PROVIDER that is identified as confidential or which would appear to a reasonable person to be confidential, whether disclosed before or after the date of this Agreement, and whether disclosed in writing, orally, or by inspection of tangible objects. Confidential Information includes, but is not limited to, information relating to the COMPANY's finances, technology and operations, such as financial projections, customer lists, business forecasts, and source code. Confidential Information does not include information that: (i) is in the possession of SERVICE PROVIDER at the time of disclosure without confidentiality obligations, as shown by SERVICE PROVIDER's files and records immediately prior to the time of disclosure; or (ii) becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of SERVICE PROVIDER.

8.2 Disclosure and Use. SERVICE PROVIDER agrees not to use any Confidential Information for SERVICE PROVIDER's own use or for any purpose other than to perform the Services. SERVICE PROVIDER agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the COMPANY to any other person or entity. Notwithstanding the foregoing, SERVICE PROVIDER may disclose Confidential Information with the prior written approval of the COMPANY or pursuant to the order or requirement of a court, administrative agency or other governmental body.

8.3 Return of Materials. Upon termination of this Agreement or COMPANY's request, SERVICE PROVIDER will promptly return to the COMPANY all materials in SERVICE PROVIDER's possession containing Confidential Information, as well as data, records, reports and any other property furnished by the COMPANY to the SERVICE PROVIDER or produced by the SERVICE PROVIDER in connection with the Services, or copies thereof.

9. Work for Hire. SERVICE PROVIDER acknowledges and agrees that any products, materials, strategies, ideas, inventions, trademarks, copyrights, patents, trade secrets, methods, procedures, and other intellectual property ("**Work Product**") it develops, in whole or in part through the provision of the Services hereunder, or with use of COMPANY equipment, supplies, facilities, or trade secrets, will constitute the COMPANY's property. All such Work Product shall be considered "work made for hire" as defined by the copyright laws of the United States. COMPANY shall be the sole and exclusive owner and proprietor of all rights, title, and interest in and to the results and proceeds of the services and Work Product in whatever stage of completion.

If for any reason the results and proceeds of the Services provided hereunder are determined at any time not to be "work made for hire" under applicable law, and to the extent that the work includes material subject to copyrights,

patents, trade secrets, and other proprietary right protection (collectively, “**Intellectual Properties**”), SERVICE PROVIDER hereby agrees to irrevocably transfer and assign to the COMPANY, its successors and assigns, all rights, title and interest therein, including renewals and extensions thereof of said Intellectual Properties. SERVICE PROVIDER agrees to execute and deliver such instruments and take such other action as may be required and requested by the COMPANY to effectuate any assignment of Work Product or Intellectual Properties contemplated by this paragraph.

In the event, COMPANY is unable to secure SERVICE PROVIDER’s execution and delivery of any instrument as described in the immediately preceding paragraph, SERVICE PROVIDER hereby irrevocably designates and appoints COMPANY and its duly authorized officers and agents as SERVICE PROVIDER’s agent and attorney-in-fact, to act for and on SERVICE PROVIDER’s behalf to execute such instrument.

10. Intellectual Property.

10.1 License. SERVICE PROVIDER hereby grants to COMPANY, COMPANY’s successors and assigns, on a gratis basis, an irrevocable, royalty-free, perpetual, fully paid-up, transferable, sublicensable, worldwide right, and license to use, incorporate, fictionalize, and portray the NFT identified in Section 3(a) of Exhibit A (the “**Character**”) (including name and avatar) in and in connection with a season cycle of a series of podcasts and derivatives thereof (the “**Podcast**”) in any incident, situation, event, fictionalization, portrayal, or modification as determined in COMPANY’s sole discretion; to manufacture, distribute, and perform publicly, either for profit or non-profit, and authorize others so to perform the Podcast containing the Character; and to make any ancillary uses of the Character to the extent contained in the Podcast, including in marketing and advertising thereof (which may be “in-context” or “out-of-context”) in any media now known or hereinafter devised.

10.2 Ownership.

10.2.1 Character. SERVICE PROVIDER acknowledges and agrees that SERVICE PROVIDER owns or controls all intellectual property rights in and to the Character **granted herein. SERVICE PROVIDER retains all rights, title and interest in the Character not specifically contained in this Agreement.** COMPANY shall not acquire any interest, nor make any claim to the SERVICE PROVIDER’s rights in the Character, except as granted hereunder. SERVICE PROVIDER warrants and represents that the rights granted COMPANY are 100% owned or controlled by SERVICE PROVIDER.

10.2.2 Podcast. All copyrights, renewals, and extensions thereof, in and to the Podcast, shall be secured and owned by COMPANY and held in COMPANY’s name, as the sole and exclusive proprietor thereof, together with all literary property and any other rights in the Podcast, the title thereof, and the expression of the Character and characterizations to the extent contained in the Podcast, in all language, forms, and media now or hereafter known in perpetuity, throughout the world, free of any claim whatsoever by SERVICE PROVIDER or by any persons deriving any rights or interests therefrom.

10.3 Moral Rights. SERVICE PROVIDER hereby waives all rights of droit moral or “moral right of authors” or any similar rights or principles of law which they may now or later have in the rights herein granted COMPANY and any appearance in the Podcast.

10.4 Credits. SERVICE PROVIDER shall have no right to any attribution in connection with the Character, and any credit SERVICE PROVIDER is extended (including, but not limited to, location, size, predominance, and font), is in the sole and exclusive discretion of COMPANY.

10.5 Artistic Control. The parties acknowledge artistic decisions related to the Podcast shall be made by COMPANY.

11. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of COMPANY, nor shall this Agreement grant SERVICE PROVIDER any rights in or to COMPANY’s Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

12. Publicity. Any publicity, paid advertisements, press notices or other information with respect to the Podcast will be under the sole control of COMPANY. SERVICE PROVIDER hereby grants to COMPANY the right to issue and authorize publicity, paid advertisements, press notices and other information concerning SERVICE PROVIDER and the Character.

13. Representations and Warranties. In addition to all other warrants representations and warranties contained in this Agreement, SERVICE PROVIDER hereby warrants and represents that it will not violate any law, regulation or contractual obligation by entering into this Agreement, and that it is free to enter into this Agreement, is not subject to any obligation or disability and has not made or will not make any grant or assignment which can, will or reasonably might prevent or materially interfere with the full performance of the obligations hereunder.

14. Indemnification. SERVICE PROVIDER hereby agree to indemnify, defend and hold COMPANY and all of its officers, directors, managers, members, employees, agents, information providers, affiliates, partners, and licensors harmless from and against any and all liability, claims, damages, losses, costs, and expenses, including attorneys' fees, arising from, related to, or in connection with (a) SERVICE PROVIDER's violation of any provision of this Agreement; or, (b) arising from, related to, or connected with SERVICE PROVIDER's violation of the rights of COMPANY or any other person or entity.

15. Additional Provisions.

15.1 Voluntary Agreement. SERVICE PROVIDER represents and warrants that it has entered into this Agreement freely and voluntarily without any duress, coercion or undue influence.

15.2 Paragraph Headings. Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

15.3 Merger. This Agreement (together with its Exhibit) is the sole agreement and understanding between the COMPANY and SERVICE PROVIDER concerning its subject matter, and it supersedes all prior agreements and understandings with respect to such matters.

15.4 Ambiguities. This Agreement shall be deemed to have been drafted by all the parties hereto, since all parties had the opportunity to review and agree thereto and no ambiguity shall be resolved against any party.

15.5 Conflict. In the event of a conflict between the terms of his Agreement and Exhibit A, the terms of Exhibit A shall control. In the event of a conflict between the terms of this Agreement and any agreement other than Exhibit A, the terms of this Agreement shall control.

15.6 Waiver. Waiver of any term or provision of this Agreement or forbearance to enforce any term or provision by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or provision or a waiver of any other term or provision of this Agreement.

15.7 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without such provision, provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either COMPANY or SERVICE PROVIDER.

15.8 Relationship of the Parties. The parties hereto are entering into this Agreement as independent contractors, and no partnership or joint venture or other association shall be deemed created by this Agreement.

15.9 Electronic Signatures. Any agreements made by and between SERVICE PROVIDER and COMPANY in electronic form is as legally binding as if made in physical written form.

15.10 Modifications in Writing. This Agreement and the terms hereof may not be modified by an oral statement. Any modification hereto shall be in a signed writing.

15.11 Assignability. Any rights or licenses granted hereunder may be assigned or delegated by COMPANY without restriction, and upon such assignment COMPANY shall be relieved of its obligations hereunder. The provisions hereof shall be binding upon SERVICE PROVIDER and SERVICE PROVIDER's executors, administrators, successors, and assigns.

15.12 Governing Law and Venue. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Florida, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the State of Florida to the rights and duties of the parties. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be commenced in the state or federal courts located in Miami, Florida and each Party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

15.13 Injunctive Relief. The rights herein granted to COMPANY are of a unique character of such value that their loss could not adequately be compensated in damages in an action at law, and a breach by SERVICE PROVIDER of any material provision hereunder will cause irreparable injury. SERVICE PROVIDER, therefore, expressly agrees that COMPANY shall be entitled to seek equitable relief by way of a temporary restraining order, specific performance, preliminary or permanent injunction or otherwise to prevent the breach of this Agreement and to secure its enforcement. The sole right of SERVICE PROVIDER as to any breach or alleged breach by COMPANY shall be the recovery of money damages, and SERVICE PROVIDER waives any action in equity to interfere with the rights licensed herein. Additionally, the rights granted by SERVICE PROVIDER shall not terminate by reason of such breach or alleged breach.

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Exhibit A to MASTER SERVICES AGREEMENT

This Exhibit A to the MASTER SERVICES AGREEMENT (“Agreement”) shall incorporate the terms of the Agreement in full and shall set the SERVICE PROVIDER’s Compensation and Services as determined using the guidelines below. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement. In the event of a conflict between the terms of this Exhibit A and the Agreement, the terms of this Exhibit A shall control.

1. Services.

- Provides COMPANY regular advice and insights through the completion Advisory Assessment Requests, within ninety (90) days of issuance by COMPANY from time-to-time (currently anticipated to be semi-annually) at discord.gg/xp3yMcJV3A.
- In addition to providing regular advice and insights, SERVICE PROVIDER agrees to actively promote COMPANY through SERVICE PROVIDER’s overall network of business and social contacts.
- Provides reasonable response to email requests by COMPANY.

2. Conditions Precedent to Compensation. COMPANY’s obligations to pay SERVICE PROVIDER the Compensation specified under this Agreement are conditioned upon:

- A. SERVICE PROVIDER completes each Advisory Assessment Request as requested by COMPANY.
- B. SERVICE PROVIDER complies with COMPANY’s KNOW YOUR CUSTOMER Policies and Procedures then in effect.
- C. SERVICE PROVIDER does each of the foregoing within ninety (90) days of COMPANY’s issuance of an Advisory Assessment Request at discord.gg/xp3yMcJV3A.

2.1 Compensation.

In exchange for SERVICE PROVIDER’s Services hereunder, SERVICE PROVIDER shall be entitled, upon satisfaction of all conditions precedent, to receive an amount equal to fifty percent (50%) of the Net Profits, as defined below, divided by the total number of Service Providers for the season cycle of the Podcast series (the “**Compensation**”). For the avoidance of doubt, and by means of illustration only, if the Net Profits were \$5,000,000, and there are a total of 3,000 Service Providers, and SERVICE PROVIDER **has not** entered into a SUBCONTRACTOR AGREEMENT, the Compensation to which SERVICE PROVIDER is entitled following the satisfaction of all conditions precedent would be calculated as follows:

$$\frac{\$1,000,000 * .50}{3,000} = \$166.66$$

By means of further illustration only, if the Net Profits were \$5,000,000, and there are a total of 3,000 SERVICE PROVIDERS, and SERVICE PROVIDER **has** entered into a SUBCONTRACTOR AGREEMENT under which SUBCONTRACTOR receives fifty percent (50%) of SERVICE PROVIDER’s compensation, the Compensation to which each of SERVICE PROVIDER and SUBCONTRACTOR are entitled following the satisfaction of all conditions precedent would be calculated as follows:

$$\left(\frac{\$1,000,000 * .50}{3,000}\right) * .50 = \$83.33$$

“Net Profits” shall be defined as all sums actually received by COMPANY in connection with the exploitation of the season cycle of the Podcast series following: a) recoupment of all production costs, and b) recoupment of all expenses, calculated on a rolling basis (meaning “production costs” and “all expenses” may change from time-to-time as they are incurred) and c) reduction of estimated corporate taxes. For the avoidance of doubt, Net Profits shall be calculated on the basis of all episodes of the season cycle of the Podcast series in the aggregate not on the basis of each episode. COMPANY shall account to SERVICE PROVIDER within ninety (90) days of SERVICE PROVIDER completing each Advisory Assessment Request issued by COMPANY (currently anticipated to be on a calendar semi-annual basis for two years from the date of the release of the Podcast series, and thereafter on an annual basis). No Advisory Assessment Request, and therefore no accounting, will be issued for any period in which there are no Net Profits. When an accounting is provided, it shall be rendered with a statement of any sums due and any sums due shall be rendered within ninety (90) days of the applicable accounting period. All statements furnished by COMPANY hereunder shall be deemed correct, conclusive, and incontestable twelve (12) months after the date issued.

“PAYEE” shall be defined as: the holder of the crypto wallet(s) that, at the time Compensation is rendered, hold(s) the NFT of the Character identified in Section 3 of this Exhibit A and/or holder(s) of the COMPANY Writer’s Room NFT identified in Section 3 of this Exhibit A.

Accordingly, the possible PAYEEs in connection with the NFT of the Character identified in Section 3 of this Exhibit A are:

- a. the SERVICE PROVIDER with the crypto wallet holding the NFT of the Character identified in Section 3.1 of this Exhibit A at the time a payment due hereunder is rendered ***even if the NFT of the Character has changed hands after this Agreement was entered; or***
- b. the SERVICE PROVIDER with the crypto wallet holding the COMPANY Writer’s Room NFT identified in Section 3.2 of this Exhibit A at the time a payment due hereunder is rendered, that was empowered to grant COMPANY the rights in connection with the NFT of the Character identified in Section 3.1 of this Exhibit A by means of: (i) a separate agreement with the owner of NFT of the Character identified in Section 3.1, (ii) entered before this Agreement, (iii) which granted SERVICE PROVIDER the commercial rights in connection with use in the Podcast of the NFT of the Character identified in Section 3.1, ***even if the COMPANY Writer’s Room NFT has changed hands after this Agreement is entered; or***
- c. a combination of (a) and (b) in the percentages specifies below:

<i>Ref.</i>	<i>Payee</i>	<i>Crypto Wallet</i>	<i>Percentage of <u>share</u> of Compensation</i>
a.	OWNER OF CHARACTER NFT identified in Section 3.1 <i>Changes with CHARACTER NFT ownership.</i>	[The crypto wallet associated with the NFT token ID identified in Section 3.1 of this Exhibit A at the time a payment due hereunder is rendered.]	
b.	HOLDER OF COMMERCIAL RIGHTS BY MEANS OF AGREEMENT identified in Section 3.2 <i>Changes with COMPANY Writer’s Room NFT ownership</i>	[The crypto wallet associated with the COMPANY Writer’s Room NFT token ID identified in Section 3.2 of this Exhibit A at the time a payment due hereunder is rendered.]	

IMPORTANT: Payee(s) is/are the owner(s) of the CHARACTER NFT identified in Section 3.1 and/or COMPANY Writer’s Room NFT identified in Section 3.2 at the time a payment due hereunder is rendered. A prior owner who has parted ways with its NFT(s) is NO LONGER AN PAYEE.

IMPORTANT: A PAYEE MUST complete the Advisor Assessment Request due at the time and comply with COMPANY's KNOW YOUR CUSTOMER POLICIES before Compensation will be rendered.

3. Identification of NFTs.

3.1 Character NFT shall be:

<i>NFT token ID:</i>

3.2 Character will also appear in the Podcast based upon the COMPANY Writer's Room NFT owned by SERVICE PROVIDER, as follows:

3.2.1 If the unique number in connection with the COMPANY Writer's Room NFT is in the "Valet Ticket" tier, the Character NFT will be logged in the acknowledgments on the unique site for the podcast;

3.2.2 If the unique number in connection with the COMPANY Writer's Room NFT is in the "Yacht Keys" tier, the Character NFT will be depicted in a "Where's Good Boy" map of all the communities visited;

3.2.3 If the unique number in connection with the COMPANY Writer's Room NFT is in the "Valet Stand" tier, the Character NFT will be depicted in the cover art of 1 of the 8 episodes;

3.2.4 If the unique number in connection with the COMPANY Writer's Room NFT is in the "Yacht" tier, the Character NFT will be featured as a character in the story (mentioned by name).

3.2.5 All other aspects of the Character's appearance in the Podcast under this section 3 shall be determined by COMPANY. In the event of any inadvertent error, SERVICE PROVIDER shall be entitled only to COMPANY's reasonable efforts to cure such inadvertent error on a prospective basis. In no event shall SERVICE PROVIDER be entitled to injunctive relief.

<i>COMPANY Writer's Room NFT token ID:</i>

4. Additional Representations and Warranties. In addition to those representations and warranties contained in Section 13 of the Agreement:

4.1 SERVICE PROVIDER warrants and represents that the percentage share of Compensation listed above, if any, is correct.

4.2 SERVICE PROVIDER warrants and represents any crypto wallet it has specified exists on the Ethereum blockchain and it has verified the address of any crypto wallet it has specified.

4.3 COMPANY shall not be liable for any misidentification of any crypto wallet specified by SERVICE PROVIDER hereunder.

4.4 COMPANY has not made, and does not hereby make, any representation or warranty of any kind or nature with respect to the proceeds that will or may be derived by COMPANY, SERVICE PROVIDER, or any SUBCONTRACTOR pursuant to this Agreement, it being acknowledged by the parties that the extent and the amount of proceeds that may be derived therefrom, is speculative. The judgment of COMPANY with regard to any matters affecting the sale or distribution of Podcasts hereunder shall be binding and conclusive upon SERVICE PROVIDER and any SUBCONTRACTOR. Neither SERVICE PROVIDER nor any SUBCONTRACTOR shall make any claim (of any kind, whether in contract, tort or otherwise), nor shall any liability be imposed upon COMPANY based upon any claim that more proceeds could or should have been made.

5. Termination or Assignment. In the event SERVICE PROVIDER commits a Material Breach of this Agreement, as determined by COMPANY in its sole discretion, COMPANY may either terminate this Agreement in its entirety or continue to execute this Agreement in accordance with the following provisions:

5.1 SERVICE PROVIDER shall irrevocably assign its obligations and interest provided for in this Agreement to the owner of the crypto wallet associated with the NFT of the Character identified in this Section 3 of Exhibit A ("**SUBSEQUENT OWNER**"). SERVICE PROVIDER must inform the SUBSEQUENT OWNER of such obligations prior to any sale or transfer by providing SUBSEQUENT OWNER the terms of this Agreement and SUBSEQUENT OWNER must agree to be bound by such terms.

5.2 This assignment is irrevocable and is coupled with an interest and cannot be revoked except solely by: (i) statute or applicable law; or (ii) a final, non-appealable judgment entered by a court of competent jurisdiction, provided that such judgment specifically orders the revocation of the authorization set forth herein, and further provided that such judgment is confirmed by a written legal opinion issued by such court and such legal opinion is delivered by SERVICE PROVIDER to COMPANY. Notwithstanding the foregoing, if SERVICE PROVIDER revokes this authorization pursuant to the foregoing clause, COMPANY will have no liability by reason of any erroneous payment to SUBSEQUENT OWNER after the delivery of such written legal opinion to COMPANY or COMPANY's failure to otherwise comply with the written legal opinion, and SERVICE PROVIDER hereby agrees to indemnify and hold COMPANY harmless against any claims asserted against COMPANY and any damages, losses or expenses COMPANY incurs by reason of any such payment or otherwise in connection therewith.

5.3 COMPANY's compliance with this authorization will constitute an accommodation to SERVICE PROVIDER alone; SUBSEQUENT OWNER is not a beneficiary of it. All payments to SUBSEQUENT OWNER under this authorization will constitute payment to SERVICE PROVIDER and COMPANY will have no liability by reason of any erroneous payment or failure to comply with this authorization. SERVICE PROVIDER will indemnify and hold COMPANY harmless against any claims asserted against COMPANY and any damages, losses or expenses COMPANY incurs by reason of any such payment or otherwise in connection herewith. SERVICE PROVIDER assumes all liability for failure to adhere to the requirements of this Section 5 of Exhibit A.

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PODCAST COMMERCIAL RIGHTS LICENSE

This exclusive Podcast Commercial Rights License (“**License**”) is entered into between the holder of the Character NFT identified below, its successors and assigns (the “**Character Owner**”) and the holder of the Company Writer’s Room NFT identified below, its sublicensees, successors, and assigns (the “**Writer’s Room Participant**”) in connection with the use by Writer’s Room Participant of the commercial rights in and to the Character NFT in and in connection with a season cycle of a series of podcasts and the derivatives thereof presently controlled by Tally x Salt Podcast, LLC (“**Company**”) (the “**Podcast**”).

The parties hereby agree as follows:

1. Identification of the Parties

- a. **Character.** This License licenses all of the **rights specified herein** in and to the following CHARACTER NFT (the “**Character**”) owned by Character Owner:

CHARACTER NFT token ID:

- b. **Writer’s Room Participant.** This licenses grants all of the **rights specified herein** in and to the Character to the following Writer’s Room Participant:

Company Writer’s Room NFT token ID:

2. **Ownership.** Character Owner acknowledges and agrees that Character Owner owns all intellectual property rights in and to the Character **granted herein**. Character Owner retains all rights, title and interest in the Character not specifically contained in this License. Writer’s Room Participant shall not acquire any interest, nor make any claim to Character Owner’s rights in the Character, except as licensed hereunder.

3. License.

- a. **Non-Exclusive.** Character Owner hereby grants to Writer’s Room Participant, Writer’s Room Participant’s sublicensees, successors, and assigns, on a *gratis* basis, a *non-exclusive*, irrevocable, royalty-free, perpetual, fully paid-up, transferable, sublicenseable, worldwide right, and license to use, incorporate, fictionalize, and portray the Character (including name and avatar) in and in connection with a season cycle of a series of podcasts and derivatives thereof (the “Podcast”) in any incident, situation, event, fictionalization, portrayal, or modification as determined in COMPANY’s sole discretion; to manufacture, distribute, and perform publicly, either for profit or non-profit, and authorize others so to perform the Podcast containing the Character; and to make any ancillary uses of the Character **to the extent contained in the Podcast**, including in marketing and advertising thereof (which may be “in-context” or “out-of-context”) in any media now known or hereinafter devised.
- b. **Exclusive.** Character Owner hereby grants to Writer’s Room Participant, Writer’s Room Participant’s sublicensees, successors, and assigns, on a *gratis* basis, an *exclusive*, irrevocable, royalty-free, perpetual, fully paid-up, transferable, sublicenseable, worldwide right and license, to sublicense any and all of the rights specified above to Company.

- c. Character Owner hereby agrees to execute and deliver to Writer's Room Participant (or its designee) such instruments and other documents to carry out the purposes of this License.
 - d. **Restrictions on Sublicensing.** Writer's Room Participant may only license the rights hereunder to Company. For the avoidance of doubt, this restriction shall not apply to Company who may subsequently assign or delegate any rights or licenses granted to it without restriction.
4. **Moral Rights.** Character Owner hereby waives all rights of droit moral or "moral right of authors" or any similar rights or principles of law which they may now or later have in the rights herein granted to Writer's Room Participant and sublicensed to Company and any appearance in the Podcast.
5. **Artistic Control.** The parties acknowledge Company maintains all artistic control over the Podcast.
6. **Representations and Warranties.**
- a. Character Owner hereby warrants and represents that it will not violate any law, regulation or contractual obligation by entering into this License, and that it is free to enter into this License, is not subject to any obligation or disability and has not made or will not make any grant or assignment which can, will or reasonably might prevent or materially interfere with the full performance of the obligations hereunder.
 - b. Character Owner warrants and represents that the rights granted under this License are 100% owned or controlled by Character Owner.
7. **Indemnification.** Character Owner hereby agree to indemnify, defend and hold Company and all of its officers, directors, managers, members, employees, agents, information providers, affiliates, partners, and licensors harmless from and against any and all liability, claims, damages, losses, costs, and expenses, including attorneys' fees, arising from, related to, or in connection with (a) Character Owner's violation of any provision of this License; (b) arising from, related to, or connected with Character Owner's violation of the rights of Company or any other person or entity.
8. **Additional Provisions.**
- a. **Voluntary Agreement:** Character Owner represents and warrants that it has entered into this License freely and voluntarily without any duress, coercion or undue influence.
 - b. **Paragraph Headings:** Paragraph headings contained in this License are for convenience and shall not be considered for any purpose in construing this License.
 - c. **Ambiguities:** This License shall be deemed to have been drafted by all the parties hereto, since all parties had the opportunity to review and agree thereto and no ambiguity shall be resolved against any party.
 - d. **Relationship of the Parties:** The parties hereto are entering into this License as independent contractors, and no partnership or joint venture or other association shall be deemed created by this License.
 - e. **Electronic Signatures:** Any agreements made by and between Character Owner and Writer's Room Participant in electronic form is as legally binding as if made in physical written form.
 - f. **Modifications in Writing:** This License and the terms hereof may not be modified by an oral statement. Any modification hereto shall be in a signed writing.
 - g. **Assignability:** Any rights or licenses granted hereunder may be assigned or delegated to Company without restriction. The provisions hereof shall be binding upon Character Owner, Writer's Room

Participant, subsequent owners of the CHARACTER NFT, subsequent owners of the Company Writer's Room NFT, and each of their, executors, administrators, successors, and assigns.

- h. **Injunctive Relief:** The rights herein granted are of a unique character of such value that their loss could not adequately be compensated in damages in an action at law, and a breach by Character Owner of any material provision hereunder will cause irreparable injury. Character Owner, therefore, expressly agrees that Company shall be entitled to seek equitable relief by way of a temporary restraining order, specific performance, preliminary or permanent injunction or otherwise to prevent the breach of this License and to secure its enforcement. The sole right of Character Owner as to any breach or alleged breach shall be the recovery of money damages, and Character Owner waives any action in equity to interfere with the rights licensed herein. Additionally, the rights granted by Character Owner shall not terminate by reason of such breach or alleged breach. Both Parties We both acknowledge that once the Character is incorporated into media, including without limitation by Company, that inclusion is permanent and our sole remedies will be remedies at law.

9. Entire Agreement.

- a. This License cancels and supersedes all prior negotiations and understandings between Character Owner, and Writer's Room Participant relating hereto.
- b. Should any provision of this License be invalidated for any reason, such invalidation shall have no effect on the remainder of the License and the License shall remain in full force and effect.

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SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (“**Agreement**”) is entered into between the holder of the Character NFT identified below, its successors and assigns (the “**Subcontractor**”) and the holder of the Company Writer’s Room NFT identified below, its sublicensees, successors, and assigns (the “**Service Provider**”), also individually referred to as the “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, SERVICE PROVIDER has entered into a Master Services Agreement to provide services to Tally x Salt Podcast, LLC (“**Company**”), a for-profit company engaged in the digital asset industry;

WHEREAS, SERVICE PROVIDER seeks to subcontractor some or all of its services to SUBCONTRACTOR;

WHEREAS, SERVICE PROVIDER and SUBCONTRACTOR desire to enter into this Agreement, which is intended to memorialize the agreement between SERVICE PROVIDER and SUBCONTRACTOR as to the terms and conditions of SUBCONTRACTOR’s services.

NOW THEREFORE, in consideration of the mutual agreements contained herein, SUBCONTRACTOR and SERVICE PROVIDER agree as follows:

SUBCONTRACTOR AGREEMENT

1. Identification of the Parties

a. SUBCONTRACTOR. Subcontractor is that individual or entity holding the crypto wallet in connection with the following Character NFT:

<i>CHARACTER NFT token ID:</i>

b. SERVICE PROVIDER. Service Provider is that individual or entity holding the crypto wallet in connection with the following Company Writer’s Room NFT:

<i>Company Writer’s Room NFT token ID:</i>

2. Services. SUBCONTRACTOR shall render SUBCONTRACTOR’s services described on Exhibit A attached hereto and incorporated herein by this reference (the “**Services**”). SUBCONTRACTOR shall devote such time and attention in performing the Services as it reasonably deems is necessary for the fulfillment of its obligations under this Agreement. SERVICE PROVIDER acknowledges and agrees that SUBCONTRACTOR is free to render services of any kind or nature to any other party during the term of this Agreement, including potential customers, suppliers or competitors of SERVICE PROVIDER. SERVICE PROVIDER will not control the manner or means in which SUBCONTRACTOR performs the Services.

3. Compensation. In exchange for the Services provided hereunder, SERVICE PROVIDER shall direct Company to pay the following percentage of SERVICE PROVIDER’s compensation to the crypto wallet that, **at the time a payment is rendered**, holds the CHARACTER NFT identified in Section 1 (a):

<i>Crypto Wallet of..</i>	<i>Percentage of share of SERVICE PROVIDER's compensation</i>
SUBCONTRACTOR <i>Changes with CHARACTER NFT ownership.</i>	
SERVICE PROVIDER	

All other aspects of Compensation shall be as set out in Exhibit A.

IMPORTANT: Company will be directed to pay the share of SERVICE PROVIDER's compensation to the holder of the Character NFT at the time a payment is rendered. A prior owner who has parted ways with its NFT will no longer receive a share of SERVICE PROVIDER's compensation. To receive payment the crypto wallet holding the Character NFT must exist on the Ethereum blockchain, and comply with COMPANY's KNOW YOUR CUSTOMER POLICIES before Compensation will be rendered.

4. Termination or Assignment. In the event SUBCONTRACTOR parts ways with its Character NFT, Company may either terminate this Agreement in its entirety or continue to execute this Agreement in accordance with the following provisions:

a. SUBCONTRACTOR shall irrevocably assign its obligations and interest provided for in this Agreement to the owner of the crypto wallet associated with the NFT of the Character identified in this Section 1(a) ("**SUBSEQUENT OWNER**"). SUBCONTRACTOR must inform the SUBSEQUENT OWNER of such obligations prior to any sale or transfer by providing SUBSEQUENT OWNER the terms of this Agreement and SUBSEQUENT OWNER must agree to be bound by such terms.

b. This assignment is irrevocable and is coupled with an interest and cannot be revoked except solely by: (i) statute or applicable law; or (ii) a final, non-appealable judgment entered by a court of competent jurisdiction, provided that such judgment specifically orders the revocation of the authorization set forth herein, and further provided that such judgment is confirmed by a written legal opinion issued by such court and such legal opinion is delivered by SUBCONTRACTOR to Company. Notwithstanding the foregoing, if SUBCONTRACTOR revokes this authorization pursuant to the foregoing clause, Company will have no liability by reason of any erroneous payment to SUBSEQUENT OWNER after the delivery of such written legal opinion to Company or Company's failure to otherwise comply with the written legal opinion, and SUBCONTRACTOR and SERVICE PROVIDER hereby agree to indemnify and hold Company harmless against any claims asserted against Company and any damages, losses or expenses Company incurs by reason of any such payment or otherwise in connection therewith.

c. Company's compliance with this direction will constitute an accommodation to SERVICE PROVIDER alone; SUBCONTRACTOR is not a beneficiary of it. All payments to the SUBCONTRACTOR under the direction will constitute payment to SERVICE PROVIDER and Company will have no liability by reason of any erroneous payment or failure to comply with the direction. SERVICE PROVIDER will indemnify and hold Company harmless against any claims asserted against Company and any damages, losses or expenses Company incurs by reason of any such payment or otherwise in connection herewith. Both SERVICE PROVIDER and SUBCONTRACTOR agree to hold Company harmless should any dispute arise between them.

5. Taxes. SUBCONTRACTOR acknowledges and agrees that it shall be SUBCONTRACTOR's obligation to report as income all compensation received by SUBCONTRACTOR pursuant to this Agreement and to pay any withholding taxes, self-employment taxes, and social security, unemployment, or other taxes, including interest and

penalties in connection with any payments made to SUBCONTRACTOR by Company pursuant to this Agreement. SUBCONTRACTOR agrees to indemnify, hold harmless, and at Company's discretion, defend Company against any and all liability related thereto, including, without limitation, any taxes, penalties, and interest Company may be required to pay as a result of SUBCONTRACTOR's failure to report such compensation or make such payments.

6. Independent Contractor. SUBCONTRACTOR's relationship with SERVICE PROVIDER will be that of an independent contractor and not that of an employee. SUBCONTRACTOR will not be eligible for any employee benefits, nor will SERVICE PROVIDER make deductions from payments made to SUBCONTRACTOR for employment or income taxes, all of which will be SUBCONTRACTOR's responsibility. SUBCONTRACTOR will have no authority to enter into contracts that bind SERVICE PROVIDER or create obligations on the part of SERVICE PROVIDER without the prior written authorization of SERVICE PROVIDER.

7. Confidentiality.

a. Definition of Confidential Information. "Confidential Information" means any Company information directly or indirectly disclosed by the Company to SUBCONTRACTOR that is identified as confidential or which would appear to a reasonable person to be confidential, whether disclosed before or after the date of this Agreement, and whether disclosed in writing, orally, or by inspection of tangible objects. Confidential Information includes, but is not limited to, information relating to the Company's finances, technology and operations, such as financial projections, customer lists, business forecasts, and source code. Confidential Information does not include information that: (i) is in the possession of SUBCONTRACTOR at the time of disclosure without confidentiality obligations, as shown by SUBCONTRACTOR's files and records immediately prior to the time of disclosure; or (ii) becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of SUBCONTRACTOR.

b. Disclosure and Use. SUBCONTRACTOR agrees not to use any Confidential Information for SUBCONTRACTOR's own use or for any purpose other than to perform the Services. SUBCONTRACTOR agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company to any other person or entity. Notwithstanding the foregoing, SUBCONTRACTOR may disclose Confidential Information with the prior written approval of the Company or pursuant to the order or requirement of a court, administrative agency or other governmental body.

c. Return of Materials. Upon termination of this Agreement or Company's request, SUBCONTRACTOR will promptly return to the Company all materials in SUBCONTRACTOR's possession containing Confidential Information, as well as data, records, reports and any other property furnished by the Company to the SUBCONTRACTOR or produced by the SUBCONTRACTOR in connection with the Services, or copies thereof.

8. Work for Hire. SUBCONTRACTOR acknowledges and agrees that any products, materials, strategies, ideas, inventions, trademarks, copyrights, patents, trade secrets, methods, procedures, and other intellectual property ("**Work Product**") it develops, in whole or in part through the provision of the Services hereunder, or with use of Company equipment, supplies, facilities, or trade secrets, will constitute the Company's property. All such Work Product shall be considered "work made for hire" as defined by the copyright laws of the United States. Company shall be the sole and exclusive owner and proprietor of all rights, title, and interest in and to the results and proceeds of the services and Work Product in whatever stage of completion.

If for any reason the results and proceeds of the Services provided hereunder are determined at any time not to be "work made for hire" under applicable law, and to the extent that the work includes material subject to copyrights, patents, trade secrets, and other proprietary right protection (collectively, "Intellectual Properties"), SUBCONTRACTOR hereby agrees to irrevocably transfer and assign to the Company, its successors and assigns, all rights, title and interest therein, including renewals and extensions thereof of said Intellectual Properties. SUBCONTRACTOR agrees to execute and deliver such instruments and take such other action as may be required and requested by the Company to effectuate any assignment of Work Product or Intellectual Properties contemplated by this paragraph.

9. Representations and Warranties.

- a. SUBCONTRACTOR warrants and represents any crypto wallet it has specified exists on the Ethereum blockchain and it has verified the address of any crypto wallet it has specified.
- b. The Parties acknowledge Company shall not be liable for any misidentification of any crypto wallet specified by hereunder.
- c. SUBCONTRACTOR hereby warrants and represents that it will not violate any law, regulation or contractual obligation by entering into this Agreement, and that it is free to enter into this Agreement, is not subject to any obligation or disability and has not made or will not make any grant or assignment which can, will or reasonably might prevent or materially interfere with the full performance of the obligations hereunder.

10. Indemnification. SUBCONTRACTOR hereby agree to indemnify, defend and hold Company and all of its officers, directors, managers, members, employees, agents, information providers, affiliates, partners, and licensors harmless from and against any and all liability, claims, damages, losses, costs, and expenses, including attorneys' fees, arising from, related to, or in connection with (a) SUBCONTRACTOR's violation of any provision of this Agreement; (b) arising from, related to, or connected with SUBCONTRACTOR's violation of the rights of Company or any other person or entity; (c) the percentage share of SERVICE PROVIDER's compensation listed in Section 3, if any; or (d) the erroneous identification of any crypto wallet specified.

11. Additional Provisions.

- a. **Voluntary Agreement.** SUBCONTRACTOR represents and warrants that it has entered into this Agreement freely and voluntarily without any duress, coercion or undue influence.
- b. **Paragraph Headings.** Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.
- c. **Merger.** This Agreement (together with its Exhibit) is the sole agreement and understanding between the SERVICE PROVIDER and SUBCONTRACTOR concerning its subject matter, and it supersedes all prior agreements and understandings with respect to such matters.
- d. **Ambiguities.** This Agreement shall be deemed to have been drafted by all the parties hereto, since all parties had the opportunity to review and agree thereto and no ambiguity shall be resolved against any party.
- e. **Conflict.** In the event of a conflict between the terms of his Agreement and Exhibit A, the terms of Exhibit A shall control. In the event of a conflict between the terms of this Agreement and any agreement other than Exhibit A, the terms of this Agreement shall control.
- f. **Waiver.** Waiver of any term or provision of this Agreement or forbearance to enforce any term or provision by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or provision or a waiver of any other term or provision of this Agreement.
- g. **Severability.** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without such provision, provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either SERVICE PROVIDER or SUBCONTRACTOR.
- h. **Electronic Signatures.** Any agreements made by and between SUBCONTRACTOR and SERVICE PROVIDER in electronic form is as legally binding as if made in physical written form.
- i. **Modifications in Writing.** This Agreement and the terms hereof may not be modified by an oral statement. Any modification hereto shall be in a signed writing.

j. Assignability. The provisions hereof shall be binding upon SUBCONTRACTOR and SUBCONTRACTOR's executors, administrators, successors, and assigns.

k. Governing Law and Venue. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Florida, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the State of Florida to the rights and duties of the parties. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be commenced in the state or federal courts located in Miami, Florida and each Party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

l. Injunctive Relief. The rights herein granted to Company are of a unique character of such value that their loss could not adequately be compensated in damages in an action at law, and a breach by SUBCONTRACTOR of any material provision hereunder will cause irreparable injury. SUBCONTRACTOR, therefore, expressly agrees that Company shall be entitled to seek equitable relief by way of a temporary restraining order, specific performance, preliminary or permanent injunction or otherwise to prevent the breach of this Agreement and to secure its enforcement. The sole right of SUBCONTRACTOR as to any breach or alleged breach by Company shall be the recovery of money damages, and SUBCONTRACTOR waives any action in equity to interfere with the rights licensed herein. Additionally, the rights granted by SUBCONTRACTOR shall not terminate by reason of such breach or alleged breach.

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Exhibit A to SUBCONTRACTOR AGREEMENT

This Exhibit A to the SUBCONTRACTOR AGREEMENT (“Agreement”) shall incorporate the terms of the Agreement in full and shall set the SUBCONTRACTOR’s Services as determined using the guidelines below. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement. In the event of a conflict between the terms of this Exhibit A and the Agreement, the terms of this Exhibit A shall control.

1. Services.

- Provide to Company regular advice and insights through the completion Advisory Assessment Requests, within ninety (90) days of issuance by Company from time-to-time (currently anticipated to be semi-annually) at discord.gg/xp3yMcJV3A.
- In addition to providing regular advice and insights, SUBCONTRACTOR agrees to actively promote Company through SUBCONTRACTOR’s overall network of business and social contacts.
- Provides reasonable response to email requests by Company.

2. Conditions Precedent to Compensation. SUBCONTRACTOR’s right to receive Compensation under this Agreement is specifically conditioned upon:

- A. SUBCONTRACTOR completing each Advisory Assessment Request as requested by Company.
- B. SUBCONTRACTOR complies with Company’s KNOW YOUR CUSTOMER Policies and Procedures then in effect.
- C. SUBCONTRACTOR does each of the foregoing within ninety (90) days of Company’s issuance of an Advisory Assessment Request at discord.gg/xp3yMcJV3A.

3. Compensation.

In exchange for SUBCONTRACTOR’s Services hereunder, SUBCONTRACTOR shall be entitled to, upon satisfaction of all conditions precedent, to that percentage of SERVICE PROVIDER’s Compensation set out in Section 3 of the Agreement (“**Compensation**”). SERVICE PROVIDER’s Compensation of which SUBCONTRACTOR shall receive the aforementioned percentage shall be calculated as follows an amount equal to fifty percent (50%) of the Net Profits, as defined below, divided by the total number of Service Providers for the season cycle of the Podcast series. For the avoidance of doubt, and by means of illustration only, if the Net Profits were \$5,000,000, and there are a total of 3,000 Service Providers, the Compensation to which SERVICE PROVIDER is entitled following the satisfaction of all conditions precedent would be calculated as follows:

$$\frac{\$1,000,000 * .50}{3,000} = \$166.66$$

By means of further illustration only, if the Net Profits were \$5,000,000, and there are a total of 3,000 Service Providers, and SERVICE PROVIDER **has** entered into a SUBCONTRACTOR AGREEMENT under which SUBCONTRACTOR receives fifty percent (50%) of SERVICE PROVIDER’s compensation, the Compensation to which each of SERVICE PROVIDER and SUBCONTRACTOR are entitled following the satisfaction of all conditions precedent would be calculated as follows:

$$\left(\frac{\$1,000,000 * .50}{3,000}\right) * .50 = \$83.33$$

“Net Profits” shall be defined as all sums actually received by COMPANY in connection with the exploitation of the season cycle of the Podcast series following: a) recoupment of all production costs, and b) recoupment of all expenses, calculated on a rolling basis (meaning “production costs” and “all expenses” may change from time-to-time as they are incurred) and c) reduction of estimated corporate taxes. For the avoidance of doubt, Net Profits shall be calculated on the basis of all episodes of the season cycle of the Podcast series in the aggregate not on the basis of each episode. Company shall account to SUBCONTRACTOR within ninety (90) days of SUBCONTRACTOR completing each Advisory Assessment Request issued by Company (currently anticipated to be on a calendar semi-annual basis for two years from the date of the release of the Podcast series, and thereafter on an annual basis). No Advisory Assessment Request, and therefore no accounting, will be issued for any period in which there are no Net Profits. When an accounting is provided, it shall be rendered with a statement of any sums due and any sums due shall be rendered within ninety (90) days of the applicable accounting period. All statements furnished by Company hereunder shall be deemed correct, conclusive, and incontestable twelve (12) months after the date issued.

“PAYEE” shall be defined as: the holder of the crypto wallet(s) that, at the time Compensation is rendered, hold(s) an NFT of a licensed Character and/or holder(s) of a COMPANY Writer’s Room NFT.

IMPORTANT: A PAYEE must complete the Advisor Assessment Request due at the time and comply with Company’s KNOW YOUR CUSTOMER POLICIES before Compensation will be rendered.

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