

# Fanmire Creator Agreement

This Creator Agreement ("Agreement") is entered into upon completion of the Fanmire Creator Application, by and between FanMire, Inc., a New York corporation (the "Company"), and the approved applicant (the "Creator").

The Company and the Creator agree:

- 1. Appointment.** The Company desires the Creator's assistance in promoting / offering / selling the Company's products and services via Creator's social media accounts, including a subscription to the Company's fan interchange platform. The Company hereby appoints the Creator as its representative on a non-exclusive, non-employee basis to endorse and promote its services to the target audience.
- 2. Term.** This Agreement shall have an initial term of six (6) months and shall automatically renew for additional three (3) month terms thereafter unless either party provides thirty days prior written notice of its intention of nonrenewal.
- 3. Deliverables.** The Creator will deliver the agreed Services (as hereinafter defined) on the agreed platforms on behalf of the Company according to the delivery schedule specified by the Company. The Services shall conform to the specifications and instructions of the Company as outlined in detail in the attached Schedule of Services (collectively, the "Services"), abide by the rules of the relevant social media platforms, and are subject to the Company's acceptance and approval. The Company has a maximum of 10 days to reject any deliverable in accordance with this Section and must notify the Creator within 10 days of receipt of work that additional revisions and/or amendments will be requested.
- 4. Cancellation.** Either party may terminate this Agreement upon ten days prior written notice if the other party breaches this Agreement and does not cure such breach within such time period. In addition to any right or remedy that may be available to the Company under this Agreement or applicable law, in the event that the Creator has breached this Agreement, the Company may (i) immediately suspend, limit or terminate the Creator's access to any Company account and/or (ii) instruct the Creator to cease all promotional activities or make clarifying statements, and the Creator shall immediately comply. Either party may terminate this Agreement at any time without cause upon thirty days prior written notice to the other party.

**5. Collateral Details.** The Company shall provide the necessary content and briefing materials to enable the Creator to perform the Creator marketing services included in the Services. If the Creator has obtained employees or agents (the "Creator Personnel"), the Creator shall be solely responsible for all costs associated with the Creator Personnel.

**6. Items to Avoid in Creator Posts:** The Creator agrees to abide by all guidelines set in the Company Community Guidelines which are attached hereto and made a part hereof. (For example, all blog posts, social media statuses, tweets, and/or comments should be in good taste and free of inappropriate language and/or any content promoting bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age).

**7. Approval and Content Origination:** The Creator understands that all Services they promote as part of this Agreement are controlled by the Company. The Creator assumes all responsibility for verifying that the campaign materials used meet the Company's approval.

**8. Confidentiality and Exclusivity.** During the course of the Creator's performance of the Services for the Company, the Creator will receive, have access to and create documents, records and information of a confidential and proprietary nature to the Company and customers of the Company. The Creator acknowledges and agrees that such information is an asset of the Company or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of the Company and its clients must be kept strictly confidential and used only in the performance of the Creator's duties under this Agreement. The Creator agrees that he/she will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever except to the existing employees of the Company or as otherwise directed by the Company in the course of the Creator's performance of the Services under this Agreement, and thereafter only with the written permission of the Company. Upon termination of this Agreement or upon the request of the Company, the Creator will return to the Company all of the confidential information, and all copies or reproductions thereof, which are in Creator's possession or control. The Creator agrees that during the tenure of this Agreement, and for a three-month term afterward, the Creator will not undertake Creator marketing for a competitor in the same vertical as the Company.

**9. Compensation.** In full consideration of the Creator's performance, his / her obligations and the rights granted herein, the Creator shall be paid for each person who subscribes to the Company's fan interchange platform as a follower of the Creator at a rate of \$5.00 per month, the Company shall pay the Creator (Between \$2.50 and \$4.00) per month. The Creator will otherwise perform the Services at his/her own expense and use his/her own resources and equipment (unless otherwise expressly agreed). The Creator acknowledges that the agreed upon compensation represents the Creator's entire compensation with respect to this

Agreement and the Company shall have no other obligation for any other compensation to or expenses or costs incurred by the Creator in connection with the performance of its obligations under this Agreement.

**10. Material disclosures and compliance with FTC Guidelines.** When publishing posts/statuses about the Company's Services, the Creator must clearly disclose his/her "material connection" with the Company, including the fact that the Creator was given any consideration, was provided with certain experiences or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that the Creator makes about the Company or the Company's Services. Please note that this disclosure is required regardless of any space limitations of the medium (e.g. Twitter), where the disclosure can be made via Hashtags, e.g. #sponsored. The Creator's statements should always reflect the Creator's honest and truthful opinions and actual experiences. The Creator should only make factual statements about the Company or the Company's Services which the Creator knows for certain are true and can be verified.

**11. Payment Terms.** Payment can be made by PayPal or check/money order to the address given by the Creator. Payments will be due seven days after the agreed invoice date.

**12. Force Majeure.** If either party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, pandemic or other cause beyond the control of such party, then such party shall be excused from such performance during the pendency of such cause.

**13. Independent Contractor.** The Creator is retained as an independent contractor of the Company. The Creator acknowledges and agrees that (i) the Creator is solely responsible for the manner and form by which the Creator performs under this Agreement, and (ii) the Creator is a self-employed individual, who performs services similar to the services outlined in the attached Services for various entities and individuals other than the Company. The Creator is responsible for the withholding and payment of all taxes and other assessments arising out of the Creator's performance of Services, and neither the Creator nor any of the Creator's employees or independent clients shall be entitled to participate in any employee benefit plans of the Company.

**14. Choice of Law.** This Agreement shall be construed and enforced pursuant to the laws and decisions of State of New York.

**FANMIRE, INC.**

A handwritten signature in black ink, appearing to read "N. Jamel Anderson". The signature is stylized with a large initial "N" and a long, sweeping underline.

By:

Jamel Anderson

Chief Executive Officer

## SCHEDULE OF SERVICES

The Creator will be responsible for sharing content per week on the Fanmire platform. The Creator will have free discretion on when they will post their content. However, they must adhere to posting at least 2 pieces of content per month to fulfill their contractual obligations.

The Creator will be responsible for their individual marketing and advertising efforts to bring their fans onto the Fanmire platform. These advertising efforts may include, but not be limited to (i) producing social media posts promoting their content on Fanmire as well as the platform itself (ii) discussing Fanmire and their role with the platform in interviews to fans to increase traffic and subscribers (iii) collaborative advertising efforts with Fanmire to promote their profile as well as the platform through recording video messages, interviews with Fanmire's resident interviewer, and promotional images