

STREAMELEMENTS INFLUENCER AGREEMENT

This Influencer Agreement (the “*Agreement*”) is entered into by and between StreamElements, Inc. (the “*Company*”), and the accepting individual or entity (“*Influencer*”), and is effective as of the date of acceptance. By clicking the “Accept” button on the Setup tab for the Sponsorship Page, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Use, together with the Privacy Policy (the 'Terms'). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms please do not access or use the Services.

- 1. Services and Compensation.** Influencer will perform the services and create the content and/or other deliverables described on the attached Exhibit A, which is hereby incorporated by reference (the “Services”). In exchange, Influencer shall receive the compensation listed on Exhibit A. Company will have the right to approve the Services, including without limitation any work product produced in connection with the Services and all Content (as defined on Exhibit A) (the “Materials”), in its sole discretion. Materials shall only be deemed complete upon written approval by Company (email will suffice), and Influencer will not post any Materials without such approval.
- 2. Ownership.** Influencer hereby grants a transferable, sublicensable, worldwide, perpetual license to Company to (i) display, exhibit, edit, modify, broadcast, distribute, exploit and otherwise use (and authorize third parties to use) the Materials and in all media now known or hereafter devised; (ii) share, repost, promote, and otherwise link to the Materials from social media accounts and websites, and (iii) to use Influencer’s name, image, likeness, social media handle, biographical information, or other personal indicia (“Influencer’s Likeness”) in all media now known or hereinafter devised. All use of Influencers Content and Influencer’s Likeness will be solely in connection with the Brand (as defined on Exhibit A) and its parent or affiliated companies.
- 3. Confidentiality.** Influencer shall not use or disclose any non-public information relating to the Company or its business or the Services (collectively, “Confidential Information”) without the advance written consent of Company, which may be withheld in Company’s sole discretion. Influencer further agrees to take such steps as are necessary to safeguard the Confidential Information and prevent disclosure. The terms of this section shall expressly survive the termination of this Agreement. Confidential Information shall not include information that: (a) is or becomes a matter of public knowledge through no fault of Influencer; (b) was rightfully in Influencer’s possession free of any obligation of confidence before it was communicated to Influencer by the Company or otherwise obtained by Influencer; (c) was rightfully disclosed to Influencer by another person without restriction as to use or disclosure; or (d) is independently developed by Influencer without use of or reference to Confidential Information.

- 4. Termination.** This Agreement will begin on the Effective Date and will automatically expire upon completion of all obligations described on Exhibit A unless terminated sooner as provided herein (the “Term”). The Company may terminate the Agreement for any reason or no reason immediately upon written notice to Influencer. If Company terminates the Agreement as a result of a breach by Influencer, Company shall have no further payment obligations to Influencer. Upon the termination or expiration of this Agreement, Influencer will promptly deliver to the Company all Materials (whether completed or in progress) and any Confidential Information in its possession. Sections 2, 3, 5, 6, and 8 will survive the termination of this Agreement for any reason.
- 5. Representations and Warranties.** Influencer represents and warrants that: (a) Influencer has full power and authority to enter into and fully perform its obligations under this Agreement; (b) Influencer is 18 years of age; (c) Influencer will conduct him or herself appropriately and professionally at all times, (d) the Materials and the Influencer’s performance of the Services will not infringe the rights of any third party, including without limitation intellectual property rights and rights of publicity, (e) the Materials and the Influencer’s performance of the Services will comply with all applicable laws and regulations, including without limitation all Federal Trade Commission regulations and guidelines, and (f) the Materials and the Influencer’s performance of the Services will comply with meet all requirements stated in this Agreement, including without limitation Exhibit A, which is hereby incorporated by reference.
- 6. Indemnification.** Influencer shall indemnify, defend, and hold the Company, its officers, directors, employees, agents, subsidiaries, clients, parents, and affiliates, successors, and assigns, harmless against all potential or actual claims, expenses, or liabilities of any kind (including attorneys’ fees) relating to Influencer’s conduct or any breach of any of Influencer’s obligations, representations, or warranties in this Agreement.
- 7. Assignment.** Influencer may not assign any rights or obligations under this Agreement without the advance written consent of the Company, which may be withheld in its sole discretion. The Company may assign any or all of its rights or obligations under this Agreement in its sole discretion.
- 8. Independent Contractor Status.** It is expressly agreed and understood that Influencer shall at all times act strictly and exclusively as an independent contractor and shall not be considered under the provisions of this Agreement or otherwise as having any employee status with the Company, or as being entitled to participate in or receive any benefit under any benefit plan or program made available by the Company to its employees. Influencer is not granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Company, or to bind the Company to any agreement, contract or arrangement of any nature, except as expressly provided herein. Influencer shall be solely and entirely responsible for his or her acts during the performance of this Agreement. Nothing herein shall prevent Influencer from working for others during the term of this Agreement.

9. Miscellaneous. In the event any provision of this Agreement is determined to be invalid, prohibited or unenforceable by a court or other body of competent jurisdiction, this Agreement shall be construed as if such invalid, prohibited or unenforceable provision has been more narrowly drawn so as not to be invalid, prohibited or unenforceable. This Agreement may not be modified except in a writing signed by both parties, and supersedes all prior communications and understandings between the parties relating to its subject matter. This Agreement may be executed electronically via PDF and/or in counterparts which, when taken together, will constitute one Agreement. Influencers remedy, if any, for any breach of this Agreement shall be solely in damages, and Influencer shall not be entitled to equitable relief by way of injunction or otherwise. This Agreement and all performance under this Agreement shall be governed by the laws of the State of California, without regard to conflict of law principles. In any dispute relating to this Agreement, the parties hereto admit venue and submit themselves to the exclusive jurisdiction of the state or federal courts located in Los Angeles County, California.

STREAMELEMENTS AGREEMENT

EXHIBIT A

- A. **CONTENT.** In connection with Company's promotional program for the opportunity entitled "Raid Shadow Legends" (the "brand"), Influencer will go live on Twitch within 7 days of accepting this agreement with the branded elements/activations, as outlined in Section B below. The Content will not contain:
- i. Graphic sex, violence, alcohol, firearms, representations of profanity, or any third party materials (logos, trademarks, etc).
 - ii. Images or assets from other brands, unless approved.
 - iii. Images of any real person other than Influencer, unless such person has executed a written agreement with Company to participate in the campaign or it is an individual participating.
 - iv. Harming or Disparaging comments about the brand
 1. Authentically mentioning what the influencer loves more and less about the game is encouraged, but the overall sentiment must be positive
 - v. Attempting to defraud the campaign scoring mechanisms such as but not limited to calls to uninstall the game after the promotion
 - vi. Harming or Disparaging comments about StreamElements
 - vii. Participating in any actions which breaks the Terms of Service set out by Plarium or any other publisher whose content you stream while the deployment is ongoing.
 - viii. Offering direct quid pro quo reimbursements to viewers for participating in the sponsorship

B. POSTING ON SOCIAL.

- i. The Influencer will post Content to Influencer's accounts (specifically Twitch) as described herein during the Term. Influencer will upload a minimum of 1x sponsored streams on their Twitch Account (**at least 4 hours total stream time**). Please note that "Sponsored stream" in the context of this agreement **begins when the influencer's channel goes live** on Twitch and the stream recording begins and **ends when the influencer's channel goes offline** and the stream recording ends. If the Content does not meet all requirements, Influencer will be asked to modify or create an alternative. All Content must remain live and publicly accessible on each account to which it is posted for at least 60 days after posting. Detailed Creative Briefs will be provided for all content obligations.

- ii. Stream requirements:
 1. **Moderator access:** Must grant moderator access to the StreamElements chatbot and use it to deliver the campaign's command and timer CTA's
 2. **Branded stream graphics:** Branded Theme & Panel Banner (use link in brief)
 - a. Branded Panel Banner (with link) below the stream for the entirety of the sponsored stream
 3. **!raid chat command:** Chat command will contain a link for viewers to click to download the sponsored game (use link in brief)
 - a. "raid" must be in stream title and chat command must be enabled for the entirety of the sponsored stream using StreamElements chatbot
 4. **Branded Goal and Alerts:** to present Raid Shadow Legends during branded stream (event based) (alert and goal in brief)
 - a. Branded alerts widget to be used for the entirety of the sponsored stream
 - b. Branded goal widget to be used for the entirety of the sponsored stream to encourage new players
 5. **Push to achieve personalized goals of new players.**
 - a. Streamer to use Raid Shadow Legends CTA's at least 1x per hour (Addendum A for more info) to push community to reach the new player goal
 - b. Rates go up when reaching the goals as detailed in the streamer's campaign Overview page in the System
 - c. "New player" in the context of this agreement is a user who signs up for RAID using the influencer's referral link and **completes the game's tutorial (~5 minutes)**
 6. **Gameplay** within the sponsored stream
 - a. **Minimum of 120 minutes** of Raid Shadow Legends gameplay required

- b. Influencer must stream their regular content for at least 1 hour prior to playing RAID: Shadow Legends
 - 7. **FTC disclosure** that the stream is sponsored: “#Ad or #Sponsored”
 - a. Must be included in the stream’s title for the entirety of the sponsored stream
- C. **REPORTING.** Influencer/Agency must submit insights (via screenshots) to be included in overall campaign reporting. For live streams, insights must be submitted no later than 3 days after going live. Influencer will engage with their own content/audience, creating positive and meaningful conversation within/around the content. Metrics transparency will be required in the form of data sharing and supporting visuals.
- D. **COMPENSATION.** Influencer will receive a one-time fee to the amount detailed on their Campaign Overview page in the System for the Services, to be paid after successful completion of the Services. In addition, the influencer will receive bonuses if bonus goals are surpassed as outlined above. In order for Influencer to receive payment (and in full) all steps must be completed/acknowledged for the campaign (going live, content capture/posting, new player base goal) and adhere to all requirements. Failure to comply with the requirements or meet the pre-set deadlines outlined below may result in reassessment of campaign participation. Payment will be made within 30 days of campaign completion, only after requirements have been completed.
- E. **MONITORING AND RECORDKEEPING.** Company may monitor the Content to ensure posting is executed on time and successfully. Content and any records kept by StreamElements in the course of its monitoring efforts will be archived for performance reports and for general recordkeeping purposes.

Addendum A

(A) Talking Points-

- **MUST SAY:** Raid: Shadow legends are sponsoring our community on today’s stream, it’s a great game, type !RAID in chat and play the game for free!
- **Encourage the community to hit the new player goal.**
- **Example Talking Points:** Graphics look amazing, Gameplay simple and super fun, Many heroes

to choose from, Rank up and battle other community members, Over 1 million active players, over 10 million downloads.

(B) Content Tips-

- Feel free to do/play what you like outside of the **120 minutes** of required Raid: Shadow Legends gameplay!
- Use the goal and alerts to help reach your new player goal.
- Remember #ad or sponsored by Raid Shadow Legends
- Remember the talking points!