



STREAMELEMENTS CREATOR AGREEMENT

This StreamElements Creator Agreement (the “**Agreement**”) is entered into by and between StreamElements, Inc. (“**SE**”) and the accepting individual or entity (“**Creator**”) and is effective as of the date of acceptance (“**Effective Date**”) for the “Cometeer” campaign (“**Campaign**”) sponsored by Cometeer (“**Brand**”). By clicking the “Accept” button on the Setup tab located on the Sponsorship Page in StreamElements Dashboard (“**SE Dashboard**”), Creator expressly acknowledges and agrees that they are entering into a legal agreement with SE and have understood and agree to comply with and be legally bound by this Agreement, [SE Terms of Use](#), [SE Privacy Policy](#), and [SE Cookies Policy](#). Creator hereby waives 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 this Agreement, do not access SE’s website, use SE’s website, or click “Accept” button on the Setup tab located on the Sponsorship Page.

SE or its affiliates has entered into a separate agreement with the Brand or, if applicable, an agency on behalf of Brand (“**Brand Agreement**”). The term of the Agreement will commence as of the Effective Date and will continue through and until Creator’s full and complete delivery of the Deliverables (as defined below) and completion of Creator’s services and/or obligations hereunder (“**Term**”).

1. **SERVICES AND COMPENSATION.** Creator shall develop, produce, and deliver the content for the Campaign as further outlined in Exhibit A, attached hereto and incorporated by reference herein (“**Deliverables**”). In exchange and as sole consideration for delivery of such Deliverables, Creator shall receive the compensation outlined in Exhibit A. SE will have the right to approve the Deliverables, including without limitation any work product, in its sole discretion, such approval not to be unreasonably withheld. Deliverables shall only be deemed accepted upon written approval by SE (email will suffice), and Creator will not post or otherwise use any Deliverables without such approval.
2. **OWNERSHIP.** Except for the Brand Marks, Creator shall own all right, title, and interest in and to the Deliverables including, without limitation, Creator’s services hereunder. The “**Brand Marks**” shall be defined as all names, trademarks, and/or service marks provided and/or approved by Brand solely for use in the Deliverables as set forth herein, if any, including, without limitation, any and all Brand logos, identifying features, items, slogans, and any and all other Brand intellectual property. Brand shall retain all right, title, and interest in and to the Brand Marks, and the use of the Brand Marks by Creator shall inure to the benefit of Brand.
3. **NON-DISPARAGEMENT.** Creator acknowledges and agrees to take no action, which is intended, or would reasonably be expected, to disparage or otherwise lead to unwanted or unfavorable publicity to SE or Brand.
4. **NON-UNION.** Creator represents and warrants that this Agreement and Campaign will not be subject to any union or guild rules or obligations. Creator’s indemnity obligations set forth in the Agreement shall apply to any breach by Creator of representation and warranty set forth in this paragraph and Creator acknowledges that SE and Brand shall be relieved from any liability or indemnity obligations in connection therewith.
5. **MORALS CLAUSE.** SE may, at its option, terminate or suspend this Agreement immediately upon written notice to Creator, and/or instruct Creator to immediately cease all use of any Deliverable(s) and remove such Deliverable(s) from where they are being exploited, if Creator: (a) commits any criminal act or other act involving moral turpitude, drugs, or felonious activities; (b) commits any act or becomes involved in any situation or occurrence which brings them into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon SE or Brand, or reduces the commercial value of Brand’s association with Creator; or (c) takes any action (other than legal action or arbitration arising out of this Agreement) or makes or authorizes statements deemed by the SE to be in derogation of Brand or its products and such actions or statements become public. Any of the acts described above will be deemed a material breach of the Agreement. SE will not be liable for any Fees due to Creator after the termination date or until after the suspension has ended. This provision shall survive the expiration or termination of this Agreement.

6. **CONFIDENTIALITY.** All information and materials furnished or communicated from one party ("**Disclosing Party**") to the other party ("**Recipient**") (whether oral or written) relating to the Campaign, the Brand, and/or either party, including, but not limited to, the terms of this Agreement, business plans, marketing strategies, website passwords, and any other trade secret or non-public business information, is "**Confidential Information**" that is proprietary to either party and/or Brand. Recipient agrees to maintain in strict confidence all such Confidential Information, except only to the extent that such information is made publicly available or was known to Recipient prior to any disclosure. All persons receiving access to the Confidential Information shall be advised of the confidential nature of such information or materials and shall agree to be bound by the terms and conditions of this Agreement as a condition to obtaining access to such Confidential Information. Recipient agrees that it will not use any Confidential Information in any manner, other than in connection with performing its services hereunder. If Recipient becomes legally compelled to disclose any of the Confidential Information, Recipient will provide the Disclosing Party with prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, Recipient agrees to furnish only that portion of the Confidential Information that is legally required. For the avoidance of doubt, Creator shall refrain from and shall ensure that their authorized representatives or agents refrain from communicating, dealing, or attempting the foregoing directly or indirectly with the Brand, any of its representatives or agents in connection with this Campaign, including without limitation, utilizing any of Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information. Each party shall continue to be bound by its obligations of confidentiality regarding any Confidential Information following termination of this Agreement.
7. **TERMINATION.** Each party may terminate this Agreement immediately upon the other party's uncured material breach of its respective representations or warranties contained herein. SE may terminate the Agreement for any reason or no reason immediately upon written notice to Creator. If SE terminates the Agreement: (i) due to an uncured breach by Creator, SE shall have no further payment obligations to Creator; or (ii) for convenience, SE shall pay Creator the full fee in the attached Exhibit A. Notwithstanding anything to the contrary herein, if Brand terminates any portion of the Brand Agreement applicable to this Agreement for convenience, SE shall pay Creator a prorated fee for Deliverables publicly distributed up and until the date of termination. In addition, SE reserves the right to terminate this Agreement and shall not be liable for any Fees due to Creator in the event of any chargebacks, cancellations, duplicate tracking, returns, disputed charges, abuse and other program violations as determined by SE in its sole discretion. Upon the expiration or termination of this Agreement, all provisions of this Agreement which expressly or by necessary implication survive the expiration or earlier termination of the Term shall survive the execution, delivery, suspension, and termination of this Agreement or any provision hereof.
8. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that: (i) it has and will continue to have the full right, power, and authority to enter into this Agreement, grant the rights herein, and fully perform its obligations hereunder; (ii) it will always conduct itself appropriately and professionally in accordance with the highest standards customary to the entertainment industry; (iii) it will comply with all applicable federal, state, and local laws and regulations; and (iv) it will not engage in illegal activities. Creator hereby represents and warrants that: (a) they are at least eighteen (18) years of age or age of legal majority in their jurisdiction of residence; (b) except for customary and industry standard video game content incorporated in the Deliverables, all material created, added, interpolated and/or submitted by Creator, including, without limitation the Deliverables, shall be wholly original to Creator (or shall otherwise be properly licensed by Creator); (c) Creator's performance of the services hereunder, the Deliverables, and any elements thereof, do not and will not infringe, misappropriate, or otherwise violate the intellectual property, privacy, or publicity rights of any third parties or constitute defamation thereof; (d) the Deliverables shall not contain any vulgarity, offensive language, profanity, graphic content, or lewd acts, statements, images or materials; and (e) all services rendered by Creator shall be performed in accordance with any applicable platform regulations and the Federal Trade Commissions Guides Concerning Endorsements and Testimonials outlined in Exhibit B, attached hereto and incorporated by reference herein.
9. **INDEMNIFICATION.** Each Party (as "**Indemnifying Party**") shall indemnify, defend, save, and hold harmless the other Party and its affiliates, subsidiary, and parent corporations, and their respective officers, directors, employees, agents, successors, and assigns (each an "**Indemnified Party**"), from and against any and all direct, out-of-pocket, third party costs, expenses, damages, claims, suits, actions, liabilities, losses, and judgments including, without limitation, reasonable outside attorneys' fees and legal expenses (collectively, "**Losses**") arising out of third party claims with respect to: (i) the Indemnifying Party's breach of any of its representations, warranties, covenants, or obligations contained in this Agreement; (ii) the gross negligence and/or willful acts, errors, or omissions of the Indemnifying Party, in each case which are reduced to a final, non-appealable judgment by a court of competent

jurisdiction or is settled with the Indemnifying Party's prior written consent and (iii) any actions taken by the Indemnified Party at the direction of the Indemnifying Party. The Indemnified Party will reasonably cooperate, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the defense of any Losses and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party. Indemnifying Party shall not consent to, and no Indemnified Party shall be required to agree to, any settlement, compromise, or judgment that: (a) the Indemnifying Party does not fully pay for; (b) provides for injunctive or other non-monetary relief affecting any other Indemnified Party or includes any statement or implication of any wrongful or improper act or omission by any Indemnified Party; (c) does not include as an unconditional term, a release from all liability of each Indemnified Party with respect to such Losses by each third party that has claimed, or has a right to make a claim for, or with respect to any Losses; and (d) is in derogation of the Indemnified Party's rights and/or remedies.

10.ASSIGNMENT. Creator may not assign any obligations under this Agreement without the prior written consent of SE. Notwithstanding the foregoing, Creator may freely assign benefits under this Agreement. SE may assign any or all of its rights or obligations under this Agreement in its sole discretion.

11.INDEPENDENT CONTRACTOR STATUS. Creator is an independent contractor and not an employee of SE or Brand. Accordingly, Creator understands that Creator shall not be: (i) entitled to participate in any of SE's or Brand's benefit plans; (ii) covered by SE's or Brand's health insurance or worker's compensation policies; or (iii) entitled to any unemployment benefits in the event its services are terminated. Creator represents that it is, and shall remain, for so long as this Agreement is in effect, responsible for withholding payments and taxes with respect to Creator's services hereunder, whether pursuant to any social security, unemployment insurance, old-age pensions, worker's compensation or disability benefits, legislation, or regulation throughout the Term. Creator 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 SE, or to bind SE to any agreement, contract, or arrangement of any nature, except as expressly provided herein. Creator shall be solely and entirely responsible for their acts during the performance of this Agreement.

12.FORCE MAJEURE EVENT. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, other potential disasters(s) or catastrophe(s), such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

13.MISCELLANEOUS. Should any provision(s) of this Agreement for any reason be declared invalid, void, or unenforceable by a court of competent jurisdiction, such adjudication shall in no way affect any other provision(s) of this Agreement or the validity or enforcement of the remainder of this Agreement, and the provision(s) affected shall be curtailed only to the extent necessary to bring the Agreement within the applicable requirements of the law. The headings used herein are for convenience use only and are not part of this Agreement. This Agreement may be amended, supplemented, or modified only through an express written instrument agreed upon between the parties. No waiver by any party of the breach of any term or condition of this Agreement shall constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this Agreement. This Agreement may be executed electronically via PDF and/or in counterparts which, when taken together, will constitute one Agreement. This Agreement will be governed by the internal laws of the State of California applicable to contracts wholly negotiated, executed, and performed therein. The parties agree that all disputes arising hereunder shall be submitted to binding arbitration, before a single neutral arbitrator, in accordance with the provisions of the California Code of Civil Procedure. Creator agrees that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. The language of the arbitration shall be English.

EXHIBIT A

DELIVERABLES AND SERVICES

1. **DEPLOYMENT WINDOW.** As outlined in the SE Dashboard (“**Deployment Window**”)
2. **DELIVERABLES.** Creator shall be responsible for the satisfactory delivery of the following deliverables (the “**Deliverable(s)**”) in accordance with the requirements and delivery schedule(s) as further described herein:
 - a. **Sponsored Livestream.** Creator shall deliver the number of livestreams as outlined in the SE Dashboard (“**Sponsored Livestream(s)**”) which shall be compliant with the following requirements:
 - i. **Date:** Creator shall deliver Sponsored Livestream(s) during the duration outlined in the SE Dashboard
 - ii. **Account URL:** Creator shall post on the Twitch channel linked to Creator’s account in the SE Dashboard
 - iii. **Length:** Sponsored Livestream shall be in compliance with the time length outlined in the SE Dashboard
 - iv. **Moderator access:** Creator must grant moderator access to SE chatbot and use it to deliver the campaign’s command and timer CTA’s
 - v. **Branded Sponsored Livestream Graphics:** Creator shall post Campaign graphics on Creator’s Twitch channel in accordance with the requirements outlined in the SE Dashboard and/or brief provided to Creator.
 - vi. **Chatbot Command & Timer:** Creator shall feature Chat Command with a link for viewers to click to download the sponsored game / branded landing page in the manner outlined in SE Dashboard and/or brief provided to Creator
 - vii. **FTC disclosure** that the Sponsored Livestream is sponsored: “#Ad or #Sponsored or #CometeerPartner”
 1. Must be included in the Sponsored Livestream’s title for the entirety of the Sponsored Livestream(s).
 - b. **Branded Goal and Alerts:** Creator to present the Campaign alerts and/or widgets during Sponsored Livestream as outlined in SE Dashboard and/or brief
 - c. **Social Posts.** Creator shall deliver the Social Posts (if any) as outlined in SE Dashboard and/or brief (“**Social Post**”) in accordance with the following requirements:
 - i. Tweets must go live at least thirty (30) minutes prior to beginning the Sponsored Livestream.
 - ii. Post requirements:
 1. Tag the official Campaign handle as outlined in SE Dashboard and/or brief
 2. **MUST** add a link to the copy (link in brief)
 3. Content to highlight messaging
 4. FTC disclosure that the post is sponsored: “#sponsored” or “#Ad”
3. **DELIVERABLE REQUIREMENTS.**
 - a. All Deliverables shall be of the same caliber as Creator’s regularly posted content and be in accordance with talking points/guidelines outlined in the brief.
 - b. All Deliverables must be reviewed and approved in writing by SE prior to posting. If Deliverables do not meet all requirements, Creator will be asked to modify, create an alternative or be asked to remove such Deliverable(s) where posted upon written notice from SE (e-mail or online message shall suffice). If applicable based on the nature of the Deliverable(s) (e.g. not applicable to Instagram stories), Deliverable(s) must remain live and publicly accessible for at least thirty (30) days after posting. Detailed creative briefs will be provided by SE for all Deliverable obligations prior to the creation of Deliverables.
4. **LICENSE.** During the Deployment Window and for a period of thirty (30) days thereafter (the “**License Term**”), Creator hereby grants Brand a limited, non-exclusive, non-transferable, non-sublicensable, worldwide right and license to: (i) share and repost the Deliverables via an embedded link solely on social media channels owned and/or operated by Brand (“**Authorized Channels**”); and (ii) use Creators’ name, likeness, social media handle, or other personal indicia as embodied in the relevant Deliverables (“**Creator Likeness**”) on the Authorized Channels solely to effectuate the foregoing license. For the avoidance of doubt, all use of Deliverables and Creator Likeness by Brand will be solely in connection with the Campaign during the License Term. In addition, Creator hereby grants SE a limited, non-exclusive, non-transferable, non-sublicensable, perpetual, worldwide right and license to utilize the Deliverables solely for SE’s external promotional purposes. Notwithstanding the foregoing, Creator agrees that the rights granted

herein shall survive expiration or termination of the Agreement in respect of Deliverables displayed, exhibited, or distributed on Authorized Channels during the License Term.

5. EXCLUSIVITY.

- a. Creator may not activate any other paid sponsorships, including Twitch “Bounty Board” opportunities, on the day of a Sponsored Livestream.
- b. If outlined in SE Dashboard and/or brief, Creator shall refrain from promoting certain companies and/or categories on Creator’s all owned and operated social media platforms in accordance with the timeline outlined therein.

6. COMPENSATION. As full and complete consideration for the Deliverables provided herein, services performed, and the rights and licenses granted hereunder by Creator, Creator will receive a one-time fee (the “**Fee**”) in the amount outlined in the SE Dashboard, to be paid via Tipalti within thirty (30) days of the delivery of all Deliverables.

For Creator to receive Fee:

- a. Creator must not be in uncured breach;
- b. SE must receive acceptance of the Agreement from Creator via the SE Dashboard;
- c. All Deliverables must be completed and adhere to all requirements; and
- d. Payment details must be set up in Tipalti (<https://strms.net/tipaltisetup>).

Failure to comply with the requirements or meet agreed-upon deadlines may result in a reassessment of campaign participation. Payment and fees in connection therein are subject to Tipalti terms and conditions (accessible through the Tipalti account setup on the SE dashboard).

Notwithstanding the foregoing, in the event that Creator resides outside of the United States of America, SE hereby assigns its payment obligations to Live Momentum Ltd.

7. REPORTING & RECORDKEEPING.

- a. SE will monitor Sponsored Livestreams and collect clips to be included in campaign reporting. Creator must ensure clipping is enabled for the duration of the Sponsored Livestream.
- b. Creator and/or its representative is required to submit screenshots of any available platform insights and social analytics within five (5) days of completion of each Deliverable.

EXHIBIT B

STANDARDS OF CONDUCT

With respect to promotional messages, photos, or other communications made on social media platforms about Brand and its products/services, Creator must adhere to the following standards:

- You must comply with the Federal Trade Commission's (the "FTC") Guides Concerning Endorsements and Testimonials (<http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>), including making:
 - statements that reflect your honest beliefs, opinions, and experiences; and
 - clear and conspicuous disclosure about your connection to Brand in all your posts.
- To better understand your responsibilities under the Endorsement Guides, you must review:
 - Native Advertising: A Guide for Businesses (<https://www.ftc.gov/tips-advice/business-center/guidance/native-advertising-guide-businesses>)
 - Guides Concerning the Use of Endorsements and Testimonials in Advertising (<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>)
 - The FTC's Endorsement Guides: What People Are Asking (<https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>).
 - FTC: The Do's and Don'ts for Social Media Influencers (<https://www.ftc.gov/news-events/press-releases/2017/09/csgo-lotto-owners-settle-ftcs-first-ever-complaint-against>).
 - FTC: Disclosures 101 for Social Media Influencers (https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf).
 - FTC: Do you endorse things on social media? (<https://www.ftc.gov/news-events/audio-video/video/advice-social-media-influencers>).
- You may not:
 - Post content featuring:
 - Graphic sex, sexually explicit or suggestive content, profane or pornographic content, or nudity,
 - Any unlicensed third party materials (logos, trademarks, trade dresses, etc),
 - Images, names, likenesses, voices, or other indicia identifying any person (living or dead) other than Creator, such as personal names, e-mail addresses, or street addresses, including, without limitation, celebrities and/or other public or private figures unless such person has executed a written agreement with StreamElements and/or Brand to participate, and
 - Bigotry, racism, or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
 - Promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
 - Make deceptive or misleading claims about Brand's products/services or Brand's competitors' products or services;
 - Make any claims about Brand's products/services or Brand's competitors' products/services that are not backed up by evidence;
 - Disclose any of Brand's confidential information;
 - Disparage Brand or its products/services;
 - Engage in any communication that is defamatory, misrepresentative or infringes upon the copyright, trademark, privacy, publicity, or other intellectual property rights of others and/or Brand, its products or services;
 - Offer for sale or solicit products on behalf of Brand;
 - Make offensive comments that have the purpose or effect of creating an intimidating or hostile environment;
 - Use personal insults, obscenity, or other offensive language, or endorses any form of hate or hate group;
 - Make any comments or post any content that in any way promotes unsafe activities that could lead to an unsafe situation involving Brand's consumers or other individuals;
 - Make any statements that are derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; or
 - Violate any law.

- You must adhere to:
 - the posted policies, guidelines, and terms of use on any platform on which you post content on behalf of Brand, understanding that any of these platforms' disclosure requirements about your connection to Brand do not necessarily satisfy FTC disclosure requirements; and
 - any additional guidelines provided by Brand, such as product/service-specific program requirements and this Social Media Endorsement Policy.
- You must not create fake followers or engagement on social media platforms, such as:
 - buying followers;
 - using bots to grow audience size by automating account creation, following, commenting, and liking; or
 - post fake sponsored content.