

Talent Management Agreement

This Talent Management Agreement (the “**Agreement**”), is made and entered into on the date of Freedom!’s written acceptance (the “**Effective Date**”) of your (the “**Talent**”) submission to avail of Freedom!’s services.

Freedom! Family Limited is a limited liability company with registered address at Room 1501, Prosperity Tower, 39 Queen's Road Central, Hong Kong (“**Freedom!**”). You are legally identified based on the documents and email you provided as part of your submitted application to Freedom!.

Freedom! and the Talent (individually the “**Party**” or collectively the “**Parties**”) agree as follows:

1. BACKGROUND

1. Freedom! is a digital media technology, talent management services, and rights management company that represents, advises, and services a variety of content creators and licenses its technology to businesses.
2. Talent is a digital media content creator seeking assistance and representation in regards to content monetization and rights protection, and advice in regards to content strategy and adherence to applicable policies for the audiovisual content and related copyrights (the “**Content**”) hosted on the URL(s) (each a “**Channel**”) for which the Talent has been accepted into the YouTube Partner Program (YPP), has requested to partake in Freedom!’s services, and Freedom! has accepted as such.
3. Talent agrees to engage Freedom! based on the terms and conditions below.

2. REPRESENTATIONS / WARRANTIES

1. The Talent represents and warrants that:
 - a. it is the sole or majority owner of the Channel(s) and Content, owns or has active license to the requisite copyrights, or produces works that are unambiguously fair use;
 - b. to the best of its knowledge, the Channel(s) and Content do not violate YouTube’s rules and policies (“**Policies**”); and
 - c. it will promptly update Content it finds, or is notified, to be in violation of the Policies.
2. Each Party represents and warrants that it has full power, authority, legal capacity (i.e. of legal age and of sound mind, in case of a natural person), and no preclusions to enter into and perform the obligations under the Agreement and that upon execution and delivery hereof, this Agreement shall constitute the valid and binding obligations of the Party. To the extent permitted by law, the Parties make no warranties other than the express warranties stated in this Agreement.

3. OBLIGATIONS OF FREEDOM!

Freedom!, directly or through its affiliates, shall, on behalf of the Talent:

1. provide access to relevant music and/or video asset libraries for licensed use in the Content;
2. conduct periodic reviews of the Channel(s) and Content in relation to best practices for growth and adherence to Policies, reporting key findings and working with the Talent in a timely manner to help enact such best practices (e.g. branding, video quality, etc.) and rectify issues;
3. based on the Revenue Shares described herein, in its sole discretion and using reasonable commercial efforts subject to relevant third party agreements:
 - a. contract with a YouTube multi-channel network ("**MCN**") for Content monetization and digital rights management ("**Content ID**") where that MCN will be responsible for all activities that require communication with YouTube in regards to applicable Channels;
 - b. procure brand integration, product placement, merchandising, or other sponsorship opportunities ("**Sponsorship**"), subject to Talent approval;
 - c. syndicate the Content in all languages on any other digital media platform ("**Syndication**"); and
 - d. for music promotion focused Content, make songs and/or lyrics available for inclusion in the Content ("**Music Promo**"), along with appropriate use of International Standard Recording Codes.
4. collect revenues related to section 3(3), and remit the amounts due under this Agreement, less applicable withholding taxes and fees, to the Talent according to the payment method and timing chosen by Talent at Freedom!'s self-service dashboard unless Talent is paid directly by the MCN or other providers; and
5. provide the Talent with reasonable reports related to amounts due or paid to it by Freedom!.

4. OBLIGATIONS OF THE TALENT

The Talent shall:

1. grant Freedom! sublicensable Content access and worldwide exclusive rights required to perform its obligations herein, including where necessary worldwide and royalty-free licenses;
2. strictly adhere to published usage guidelines and rules of music and/or video asset libraries it utilizes under this Agreement;
3. participate in periodic reviews of the Channel(s) and Content in relation to best practices for growth and adherence to Policies, including enactment of strategies the Talent finds desirable;

4. use commercially reasonable efforts to regularly produce and upload new Content to the Channel(s) that is in compliance with the Policies and meets agreed Sponsorship obligations;
5. grant Freedom! a non-exclusive, transferable, worldwide, royalty-free license to use the Talent's name, image, likeness, trademarks, and logos in connection with promoting Freedom!, the Talent, Channels, and Content; and
6. submit in a timely manner, as reasonably requested by Freedom!, all relevant papers or documents to establish the legal identity and location of the Talent and to evidence ownership and licenses required under this Agreement.

5. REVENUE SHARE SPLITS

Unless otherwise agreed in writing by the Parties, the following Revenue Shares shall be applicable to net proceeds in relation to section 3(3), as reasonably calculated by Freedom! in its sole discretion, written as percentage for Talent / percentage for Freedom!; however, different percentages may apply in instances where the Content includes third-party licensed materials (e.g. cover songs, copyright music, etc.):

1. Content monetization - 60/40
2. Content ID revenue - 50/50
3. Sponsorship - 70/30
4. Syndication - 20/80
5. Music Promo - based on Freedom!'s agreements with various record labels

6. PAYMENTS

Subject to section 3(4) and as part of the services provided by Freedom! under this Agreement, Freedom! shall calculate and remit amounts due to Talent based on the Revenue Shares, which will be net of standard platform fees, license fees, and any payment transaction fees. Notwithstanding the foregoing, Freedom! has no obligation to pay any amounts, and is permitted to deduct or withhold any amounts owed, determined or reasonably suspected by Freedom!, to have resulted from overpayment by Freedom! to Talent, or Talent's breach of this Agreement. Further, any payment unclaimed by Talent within six (6) months of it being available shall be forfeit.

7. TERM, TERMINATION, SURVIVAL

This Agreement shall be in full force for a period of one (1) year, with automatic renewals for additional one (1) year periods unless either Party provides a written notice of termination to the other Party at least ninety (90) calendar days prior to the start of any renewal term.

Either Party shall have the right to immediately terminate this Agreement if the other Party violates any of the provision(s) of this Agreement and does not rectify the violation to the non-breaching Party's satisfaction within ten (10) business days from written notice.

Those terms and conditions of the Agreement intended by their nature to survive upon the termination of the Agreement shall survive and remain effective even after termination of the

Agreement.

8. CONFIDENTIALITY AND PUBLICITY

Each Party understands and acknowledges the terms of this Agreement are strictly confidential except for the names of the Parties to this Agreement and the fact this Agreement exists. Either Party may issue a public document or statement for promotional purposes with such information.

9. GENERAL COVENANTS

1. **INDEPENDENT CONTRACTORS.** The Parties are independent contractors and nothing in this Agreement shall be deemed or interpreted to constitute the Parties as partners or employees, as operating a joint venture, or working in any other capacity with each other.
2. **ENTIRE AGREEMENT AND UPDATES.** This Agreement supersedes all prior agreements, written or oral, between the Talent and Freedom! relating to the subject matter of this Agreement. Changes to payments processing and revenue share splits require written agreement by the Parties which will be reflected in the dashboard provided to the Talent by Freedom!. In its reasonable discretion, Freedom! may update this Agreement from time to time to reflect changes in technology, law, and business operations where material changes may be communicated to the Talent and others may be without notice to the Talent. Continued use of Freedom!'s services under this Agreement constitutes acceptance of such modifications or amendments by Talent; the latest version is available within the dashboard provided to Talent by Freedom!.
3. **ASSIGNMENT.** The Talent will not voluntarily, or by operation of law, assign or otherwise transfer any of its obligations under this Agreement without the prior written consent of Freedom!. Freedom! may assign this Agreement without notice to Talent in the event that Freedom! is merged, consolidated, or sells all or substantially all of its assets or implements or experiences any substantial change in management or control. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.
4. **GOVERNING LAW.** This Agreement shall be construed and interpreted in accordance with the laws of Singapore, without giving effect to any choice of law or conflict of law provisions.
5. **DISPUTE RESOLUTION.** The Parties agree to first settle their differences through open and amicable discussions. If unsuccessful, any ongoing dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be Singapore, unless otherwise agreed by the Parties. The Tribunal shall consist of 1 (one) arbitrator. The language of the arbitration shall be English.
6. **NON-WAIVER.** The failure of either Party to enforce any of the terms hereof will not be construed as a waiver of future enforcement of that or any other term.
7. **SEVERABILITY.** If any provision or section of this Agreement or compliance by any of the

Parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision will be deemed modified to the extent necessary so that it is no longer unenforceable and effects the intent of the Parties.

8. INDEMNIFICATION. The Talent hereby agrees to indemnify, defend, and hold harmless Freedom!, its affiliates, syndication partners, and their respective shareholders, officers, directors, employees, agents, successors, contractors, licensees and assigns, from and against any and all causes of action, claims, damages, obligations, losses, liabilities, costs or debt, and expenses, including reasonable attorney's fees, incurred in connection with any third party claim based upon or otherwise arising out of any breach by the Talent of any of its obligations, agreements, representations and/or warranties made hereunder, or by its negligence, misconduct, or bad faith.
9. LIMITATION OF LIABILITY. Each Party agrees to be liable for all losses incurred by the other Party as a result of the liable Party's breach of this Agreement, unless otherwise stated herein. Any claim arising out of or relating to this Agreement must be brought within one (1) year of the breach giving rise to a claim. Except for gross negligence, willful misconduct, fraud, or fraudulent misrepresentation, a Party's liability to the other Party shall be limited to the amount paid to or received by the liable Party from the other Party in relation to this Agreement.
10. FORCE MAJEURE. If either Party is delayed or prevented from performing its obligation by circumstances beyond its reasonable control, such Party will not be considered in breach of this Agreement. However, if the delay or prevention lasts for more than one (1) month, the other Party may terminate this Agreement with immediate effect by giving written notice. |
11. NOTICES. All notices to be given in connection with this Agreement (each a "**Notice**") must be addressed to the Party to whom it is to be given at the email addresses set out below ("**Addressee**"). Such Notice is deemed to be received by the Addressee when the sending Party receives an automated message confirming delivery, the Addressee confirms delivery via email to the sending Party, or no bounce-back is received by the sending Party within five (5) calendar days of sending the Notice to the Addressee.
 - To Freedom! using legal@freedom.tm.
 - To the Talent using the email provided to Freedom! during Talent's application for Freedom!'s services.