

License and Content Creation

Services Agreement

This License and Content Creation Services Agreement (“**Agreement**”) is concluded between:

INOVATIE ALIA SRL, a company incorporated and existing under the laws of Romania, registered with the Trade Registry under no. J22/410/2016, sole registration number RO35663871 and having its headquarters located at 12 Păcurari Alley, room 4, block G2, staircase B, room 4, 2nd floor, apartment 10, Iași City, Iași County, Romania, duly represented by Patrășcoiu Ionuț, acting as administrator, hereinafter referred to as “**the Provider**”

and

[•], natural person, having its domicile in [•], identified with PIN no. [•], having bank account no. [•], opened at bank [•], hereinafter referred to as “**the Influencer**”

The Provider and the Influencer are hereinafter referred to jointly as “**the Parties**” and individually as “**Party**”.

RECITALS:

- (1) Whereas the Provider is the owner of all rights over the application available for download at <https://play.google.com/store/apps/details?id=net.fameup.app> (“**FameUp App**”);
- (2) Whereas the Influencer used the FameUp App and created an Influencer Account as detailed in the General Terms and Conditions located at <https://fameup.net/terms.html>;

- (3) Whereas the Influencer created a collaboration with a business and/or natural person (such business or natural person shall be hereinafter referred to as the “**Brand**”) using the FameUp App;
- (4) Whereas the Provider allows the Influencer to use the FameUp App for the purposes of facilitating the collaboration as described above, in accordance with the General Terms and Conditions, this Agreement and any other App Documents, as such App Documents are defined in the General Terms and Conditions;
- (5) The Influencer hereby declares and acknowledges that he/ she is not registered for commercial/ fiscal purposes in Romania; in case such statute changes, the Influencer will immediately notify the Provider in this respect and provide relevant proof of such registration (i.e. copy of registration documents issued by the relevant authorities, including fiscal authorities). The Influencer understands that the change of his/ her fiscal status would trigger the necessity to update the contractual form covering the collaboration between Parties.

Therefore, the Parties agree as follows:

1. INFLUENCER’S AGREEMENT TO THE USE THE FAMEUP APP AND PROVIDE THE CONTENT CREATION SERVICES

- 1.1. The Influencer hereby agrees to (i) use the FameUp App in accordance with the General Terms and Conditions and the provisions of this Agreement and to (ii) perform the content creation services as described below and in exchange of the fees as described below.
- 1.2. The Influencer hereby agrees that, in order for a collaboration with a business to function, certain information will have to be filled in, such as full name, PIN (Personal Identification Number), date of birth, sex, e-mail address, telephone number, country, city, address, postcode, bank and IBAN.
- 1.3. The Influencer hereby agrees that the collaboration with a Brand shall, at all times, take place on the FameUp App. Any negotiation with respect to terms and or payment with a Brand outside the FameUp App is strictly forbidden. Any attempt to the contrary may result in the Provider’s decision to terminate this Agreement, your Influencer Account and/or access to the FameUp App.

1.4. The Influencer will create different types of content materials using his/her accounts on social media applications and/ or his/her personal blogs. Such material would be presented as photos, tags, hashtags, stories, videos or any other type of material that may be prepared using or may be posted on a social media application or a personal blog. The content and the manner of publishing such content will be agreed between the Influencer and the Brand in their interaction through the FameUp App.

2. PRICE OF THE AGREEMENT & PAYMENT TERMS

2.1. FEES

- (i) The fees for the content creation services shall be freely established by the Influencer and the amounts corresponding to each type of content (to be) created will be communicated to the Provider via the FameUp App (the “**Content Creation Services Fee**”). The amount of the Content Creation Services Fee communicated by the Influencer to the Provider represents the net value, payable to the Influencer by the Provider for each completed collaboration.
- (ii) The Influencer understands and agrees that the amount which will be shown to the users of the FameUp App as fee for the content creation services includes, in addition to the Content Creation Services Fee, other amounts that are charged by the Provider to the Brands for the use of the FameUp App. Therefore, the Influencer hereby understands and confirms that the amount he/she is entitled to receive from the Provider is solely the Content Creation Services Fee, and NOT the amount that is shown on the FameUp App for the content creation services.
- (iii) The influencer agrees to provide a copy of his/her identity card as well as a copy of an utility bill showing the address of where the Influencer lives which the Provider may use in connection to the electronic payment provider and thus be able to pay the Content Creation Fee to the Influencer.

2.2. TAX ASPECTS

- (i) The relevant income tax due for the activity performed by the Influencer shall be determined using the gross up method, by taking in consideration the provisions of the Law 227/2015 regarding the Fiscal code, as subsequently amended and supplemented

(including, but not limited to, the flat-rate quota to be considered as deduction), applicable at the date when the tax is computed. The income tax determined as such, shall be declared to the tax authorities and paid to the state budget by the Provider, in accordance with the provisions of the Law 227/2015 regarding the Fiscal code, as subsequently amended and supplemented.

- (ii) The Influencer is solely responsible for fulfilling other tax obligations that may arise in relation with the income derived based on this Agreement, including (but without being limited to) potential obligations in what concerns payment of mandatory social security contributions.
- (iii) The Influencer declares and acknowledges through this Agreement that the net estimated level of income to be obtained from intellectual property activities does not exceed the threshold of 12 minimum wages per year, at the level established for the year when such income is obtained.
- (iv) Provided that such threshold as mentioned above is exceeded, then the Influencer will immediately inform the Provider and the Parties shall discuss on fulfilment of potential additional tax obligations. For clarity, except for the calculation and payment of the income tax as detailed under point (i) above), no other amounts will be determined and/ or paid by the Provider to the state budget.
- (v) The Influencer shall be entirely liable and shall indemnify and hold harmless the Provider for any tax liabilities (and late payment interest and penalties, if any) imposed at the level of the Provider by the tax authorities in relation with the payments performed towards the Influencer, if such additional tax liabilities are imposed as a result of the Influencer's failure to notify the Provider on its estimated revenues and/ or due to the change of the Influencer's fiscal status.

2.3. PAYMENT

- (i) The Influencer understands and accepts that the Content Creation Services Fees will accumulate at the level of FameUp App until reaching the amount of RON 200. The payment shall be made by the Provider to the Influencer's bank account only after reaching this threshold of RON 200. Thus, no amounts shall be wired to the Influencer until the above-mentioned threshold was reached

irrespective of whether the Influencer performed any content creation activity using the FameUp App.

- (ii) After reaching the above mentioned threshold, the payment shall be processed, based on this Agreement, only upon the specific request of the Influencer. There is no automatic mechanism in place in this respect. Thus, the Influencer may choose the moment when the money would reach his/her account, provided that the threshold was reached.

3. INFLUENCER'S LIABILITY

3.1 The Influencer shall indemnify the Provider for any damages caused to the latter by any breaches of this Agreement or the General Terms and Conditions.

3.2 The Influencer represents and warrants that he/she is the sole responsible for the collaborations created with a business. However, the Provider reserves the right to remove any communications posted by the Influencer and considered by the Provider to be abusive, trolling, spam, or otherwise inappropriate.

4. PROVIDER'S LIABILITY

4.1 The Provider shall indemnify the Influencer for any damages caused to the latter by any wilful breaches by the Provider of this Agreement and the General Terms and Conditions, provided that the Provider's aggregate liability towards the Influencer shall be limited to the Content Creation Services Fees.

4.2 The Provider shall not be liable for any losses incurred by the Influencer where the Provider has performed its duties and functions as such are set forth in this Agreement and the General Terms and Conditions.

5. INTELLECTUAL PROPERTY

- 5.1 In addition to the Intellectual Property related clauses included in the General Terms and Conditions, the Influencer hereby also agrees to assign all Intellectual Property Rights which the Influencer owns over any content created as result of performing the content creation services, as these rights are defined in the General Terms and Conditions, including, without limitation the copyright over all works of authorship related to the collaboration with a Brand (the “**Works**”), as well as over other works of authorship which arise and/or may arise in the future from or in connection with the Works, to the Provider, for the entire duration of protection provided by law and with no territorial limitation (worldwide).
- 5.3 The total and exclusive assignment of all Intellectual Property Rights shall include all manners (modalities) set forth by law for the use of the Works in any form and on any support, including any form or support which may be developed in the future and is not set forth on the conclusion date of the Agreement, including, without limitation to, the right to use the works of authorship for any purpose, to reproduce and communicate them to the public by any means and on any support, to create derivative works, to grant licenses for use, distribution or export over them and to assign them in whole or in part to any third party.
- 5.4 The price for the total, exclusive and unlimited assignment in the territory of all Intellectual Property Rights (“**Price of the Assignment**”) is included in the Content Creation Fee.
- 5.5 The Parties agree that the Price of the Assignment is fair in relation to the benefits obtained by the Provider under Articles 5.1 – 5.4 above.

6. TERMINATION

- 6.1 The Provider may terminate this Agreement, and, consequently, the access to the Influencer Account and/or access to the FameUp App by simple notice with an immediate effect, without any other judicial or extra judicial formality, if:
- the Provider deems that the Influencer is abusing or modifying the FameUp App in any way and/or that the Influencer violated this Agreement;
 - the Influencer negotiates with a Brand terms or payments outside the FameUp App;
 - the Provider required to do so by law or an authority’s decision or because Inovatie Alia ceases to provide access to the FameUp App for any reasons; or

- the Provider deems that the provision of access to the FameUp App is no longer commercially viable.

7. NOTICES

7.1 The Provider may provide the Influencer with notices by email, SMS, regular mail, courier or postings in the FameUp App.

8. SURVIVAL

8.1 When this Agreement is terminated, irrespective of the reason thereof, all of the legal rights, obligations and liabilities that the Provider and the Influencer have benefited from, been subject to (or which have accrued over time whilst this Agreement has been in force) or which are expressed to continue after such termination, shall be unaffected by this cessation unless otherwise provided by this Agreement.

9. FORCE MAJEURE

9.1 Parties shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred as a result of any case of force majeure, as provided by the governing law of this Agreement.

10. CONFIDENTIALITY

10.1 The Influencer will keep in confidence all confidential information received from the Provider within the performance of this Agreement and shall use such confidential information only for the purposes of the performance of this Agreement.

11. ASSIGNMENT

11.1 The Provider may assign our rights and/or obligations under this Agreement without your prior consent to a credible provider of similar services.

12. NO PARTNERSHIP OR AGENCY

12.1 The Agreement shall not be construed so as to create a partnership or joint venture between the Parties.

13. NO WAIVER

13.1 In the event that either Party fail to exercise any right or remedy contained in this Agreement, that does not mean the Party have waived that right or remedy.

14. SEVERABILITY

14.1 If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.

15. ENTIRE AGREEMENT

15.1 This Agreement, together with the General Terms and Conditions, represents the entire agreement between the Parties and replaces all previous agreements and understandings between the Parties with respect to the matters set forth herein. To the extent that there is any conflict between this Agreement and the General Terms and Conditions, this Agreement shall prevail.

16. FURTHER ASSURANCES

16.1 Each Party shall from time to time do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

17. GOVERNING LAW AND DISPUTES

17.1 This Agreement shall be governed by and construed in accordance with the laws of Romania without regard to its conflict of law rules.

17.2 Any dispute in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts from the Provider's headquarters.

18. COUNTERPARTS; FACSIMILE; ELECTRONIC DOCUMENT MACHINE

18.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement and each other agreement or instrument entered into in connection with or contemplated by it, to the extent signed and delivered by means of a facsimile machine or electronic document machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto or to any such agreement or instrument shall raise the use of a facsimile or electronic document machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile or electronic



document machine as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Each Party is entering into this Agreement in its own name and on its own behalf on the basis of its own analysis (or, where applicable, supported by its advisors) and fully understands and agrees to its rights and obligations (including the risks associated therewith) under this Agreement and the General Terms and Conditions and App Documents. Each clause of this Agreement has been carefully read and negotiated (if and as deemed relevant by each Party) in order to be fully acceptable to the respective Party and each clause of this Agreement, including, without limitation, each clause in relation to (a) limitation of liability, (b) termination of this Agreement, (c) suspension of the performance of its obligations by a Party (d) loss of rights or loss of the benefit of any term, (e) limitation of the right to invoke any exceptions, (f) limitation of the freedom to contract with other persons, (g) choice of applicable law and choice of competent courts, is hereby expressly agreed and accepted by each Party.