

## INFLUENCER MASTER SERVICES AGREEMENT

This Influencer Master Services Agreement (“**Agreement**”) is entered into on 8/15/23 (“**Effective Date**”), by and between TriplePoint, LLC, a California limited liability company with a principal place of business at 1925 Village Center Circle Suite 150 Las Vegas NV 89134 (“**TriplePoint**”), and \_\_\_\_\_, an individual located at \_\_\_\_\_ (“**Influencer**”), collectively (the “**Parties**”).

Deliverables may be described in one or more Statement of Work (“**SOW**”) Exhibits. This Agreement and each SOW will be interpreted as a single agreement. In the event of a conflict of terms, this Agreement will prevail.

In consideration of the terms of this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, TriplePoint and Influencer agree as follows:

### Section 1. Definitions.

- (a) “**Affiliates**” means a party’s past, present, and future managers, directors, employees, agents, affiliates, licensors, representatives, and/or equity holders, as applicable. The End Client shall be considered an Affiliate of TriplePoint for purposes of this Agreement.
- (b) “**Confidential Information**” means all business information and materials disclosed between the parties in connection with this Agreement, Deliverables, and this Agreement and any and all Exhibits to this Agreement.
- (c) “**Deliverables**” means cumulative content provided to TriplePoint by Influencer pursuant to this Agreement (e.g., pictures, social media posts, videos, and any other form of media as applicable).
- (d) “**End Client**” means the individual or company identified in an SOW.
- (e) “**Intellectual Property Rights**” means any and all rights with respect to intellectual property, including all copyrights, trademarks, patents, service marks, trade secrets, and moral rights.
- (f) “**Product**” means each product identified in an SOW.
- (g) “**SOW**” means any and all Statement of Work Exhibits specifying Deliverables and dates of work that Influencer and TriplePoint have agreed upon, and shall be incorporated as Exhibits to this Agreement in accordance with the terms and subject to the conditions expressly set forth in this Agreement.

**Section 2. Duties and Performance.** TriplePoint engages Influencer to completely and independently develop the Deliverables as set forth in the SOW. Influencer will be responsible for the development and production of Deliverables, all of which must comply with the specifications and requirements of TriplePoint. Influencer will correct any and all defects discovered in Deliverables. In the event that the Deliverables include social media posts, Influencer agrees to the following:

- (a) All social media content (including but not limited to posts, pictures, videos, live-streams, and any other form of media on channels and platforms approved by TriplePoint) must comply with all relevant laws, regulations and rules, including, by way of example, the Federal Trade Commission (FTC) Guides Concerning the Use of Endorsements and Testimonials in Advertising (16 CFR Part 255) (“FTC Endorsement Guides”). In the event the FTC, or other regulatory body, requires Influencer to re-post their social media content due to regulatory corrective ad requirements, Influencer agrees to re-post without any additional compensation across all previously used social media platforms, which must be done within a time-frame acceptable to satisfy regulatory requirements.
- (b) When publishing content about Product, Influencer must clearly disclose his/her “material connection” with the End Client (and, if TriplePoint is mentioned in the content, TriplePoint), including the fact that Influencer was given consideration, was provided with certain experiences or is otherwise being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that Influencer makes about TriplePoint or the End Client’s products or 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. Influencer’s statements will reflect Influencer’s honest and truthful opinions and actual experiences. Influencer should only make factual statements about TriplePoint or End Client’s products which Influencer knows for certain are true and can be verified.
- (c) Influencer grants permission for all social media channels to “whitelist” their accounts, meaning when Influencer posts about the Product, TriplePoint can re-post/interact with Influencer and promote via paid media.
- (d) Influencer shall keep the above-mentioned social media post(s) on their social media channels unless a temporary or ephemeral post is usual for the channel or required in the SOW.

**Section 3. Payment.** Influencer’s compensation is set forth in the SOW. Influencer shall invoice TriplePoint as stated in the SOW, with invoices due net 30. All payments made by TriplePoint will be in U.S. dollars. Influencer is solely responsible for all applicable government-imposed taxes.

**Section 4. Relationship.** Influencer acknowledges that it is an independent contractor and not an employee, partner or Affiliate of TriplePoint. Influencer is responsible for the withholding and payment of all taxes and other assessments arising out of Influencer’s performance of services, and neither Influencer nor any of Influencer’s Affiliates shall be entitled to participate in any

employee benefit plans of TriplePoint (e.g., worker's compensation, liability insurance, or employee benefits). Neither TriplePoint nor Influencer has the authority to bind the other to any contract or agreement. Influencer will be solely responsible for all travel-related arrangements and payments, unless expressly stated otherwise in an SOW.

**Section 5. Ownership.** Influencer retains ownership of all Deliverables produced in connection with this Agreement, not including content Influencer receives from TriplePoint or the End Client. Notwithstanding the foregoing, Influencer grants to TriplePoint, its Affiliates, licensees, and assigns a non-exclusive license to utilize, use, copy, and publicly display the Deliverables and associated content in all media now known or hereafter devised via any distribution methods or means of transmission or viewing device, worldwide, in perpetuity, including in-context advertising, publicity, and promotion in all media. Influencer agrees that TriplePoint shall have no obligation to utilize or otherwise exploit the Deliverables, or any part thereof, in any manner or media. If the content includes third party material, Influencer assumes sole responsibility to secure the aforementioned rights and shall be responsible to TriplePoint and its Affiliates for the legal and financial consequences if such rights are not secured.

**Section 6. Content Review.** TriplePoint shall review and approve all Deliverables produced by Influencer before any such Deliverable is posted or otherwise released to the public, unless the nature of the Deliverable (e.g., livestream) means that the Deliverable is created in real-time. Influencer will provide each prepared Deliverable to TriplePoint and will not post or otherwise release it to the public until the Deliverable has been approved by TriplePoint. For Deliverables which are created in real-time, Influencer shall provide a link to TriplePoint for real-time access and, if technologically feasible, a copy of the Deliverable after its creation.

**Section 7. Use of Name and Likeness.** During the Term of this Agreement, TriplePoint shall have the right to use Influencer's name and likeness in conjunction with publicity for the Products.

**Section 8. Non-Disparagement.** Influencer agrees that during the Term of this Agreement, Influencer will not disparage TriplePoint or Affiliates of TriplePoint.

**Section 9. Term and Termination.** This Agreement shall enter into force on the Effective Date and remain effective until terminated (the "Term"). Either Party may terminate this Agreement for convenience at any time and in its absolute discretion via written notice (e-mail will suffice). Such termination may occur, for instance, if Influencer becomes involved in controversy that would interfere with Influencer's production of Deliverables, or tarnish the reputation of TriplePoint or the End Client; or if Influence believes that it cannot in good faith provide a Deliverable without deviating from the messaging set forth in the SOW. Should TriplePoint terminate this Agreement for convenience, TriplePoint will negotiate in good faith with Influencer to determine compensation for any time spent by Influencer preparing for or creating Deliverables as of the date of termination. Unless stated otherwise, or required by implication, all terms of this Agreement survive termination.

**Section 10. Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TRIPLEPOINT SHALL NOT BE LIABLE FOR ANY INDIRECT,

PERSONAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF NOTICE WAS PROVIDED THAT SUCH DAMAGES MIGHT OCCUR.

**Section 11. Representations of Influencer.** Influencer represents and warrants to TriplePoint:

- (a) **Authority.** It has the right to enter into and perform the obligations in this Agreement, and to grant the rights and licenses it contains such that no third party consents are required;
- (b) **Honesty.** All public statements to be made by Influencer in connection with Product or End Client shall be a true reflection of Influencer's experience, beliefs, or opinions;
- (c) **Conflicts.** No conflicts, litigation or pending claims exist that might interfere with either Influencer's performance or the rights of TriplePoint under this Agreement. Similarly, Influencer has no outstanding commitment that might impede its right and ability to fully perform its obligations set forth in this Agreement;
- (d) **Ability.** Influencer possesses the experience, expertise, ability, and resources to perform its duties, obligations and services as set forth in this Agreement such that TriplePoint will not be required to expend its own resources to assist Influencer;
- (e) **Infringement.** All Deliverables created by Influencer will be either: (i) Influencer's original, sole, and exclusive creation; or (ii) properly licensed from any third party with proof of licensing/sublicensing rights. Nothing submitted by Influencer to TriplePoint or otherwise used in conjunction with a Deliverable will infringe the Intellectual Property Rights of any third party.

**Section 12. Representations of TriplePoint.** TriplePoint represents and warrants to Influencer:

- (a) **Authority.** It has the right to enter into and fully perform the obligations in this Agreement;
- (b) **Infringement.** Materials, if any, TriplePoint delivers to Influencer will not infringe the Intellectual Property Rights of any third party other otherwise be authorized; and
- (c) **Review.** TriplePoint will review any Deliverables in a timely manner, approving or disapproving each within ten (10) business days of receipt; non-approval during this time period constitutes disapproval. Any review delay will not be considered a breach of this Agreement.

**Section 13. Confidential Information.** It is extremely important that Influencer respect the confidentiality of TriplePoint and End Client materials and projects. The following terms govern Confidential Information:

- (a) **Definition.** Influencer agrees that all business information disclosed by TriplePoint and all Deliverables created by Influencer (until publicly released, with TriplePoint's approval) constitute Confidential Information.

- (b) **Confidentiality.** Neither Influencer nor its Affiliates or employees shall disclose any Confidential Information to third parties without the express, written consent of TriplePoint. Should a competent court or administrative body require the disclosure of Confidential Information, Influencer will provide immediate notice so that TriplePoint may contest disclosure or seek an appropriate protective order.
- (c) **Confidential Agreement.** Both parties agree that the terms and conditions of this Agreement constitute Confidential Information.
- (d) **Non-Disclosure.** Except as approved by TriplePoint, Influencer will ensure that its employees and Affiliates refrain from disclosing Confidential Information, for example, within their résumés, portfolios, websites or social media profiles. Should any of Influencer's employees or Affiliates disclose Confidential Information of TriplePoint without TriplePoint's approval, Influencer authorizes TriplePoint to specifically enforce the terms of any and all confidentiality agreements executed between Influencer and its employees or Affiliates, in addition to the terms contained in this Agreement. Influencer assumes all responsibility and liability stemming from unauthorized disclosures by its employees and Affiliates, such disclosures constituting a direct and material breach of this Agreement.

**Section 14. Indemnity.** Influencer agrees to indemnify, defend and hold TriplePoint and its Affiliates harmless from any and all damages, claims, losses, liabilities, liens, causes of action, judgments, costs or expenses whatsoever (including, without limitation, reasonable attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, resulting or arising from any actual or alleged breach of any obligation, representation, warranty or covenant, or violation of the rights of any third party. Should any third party advance a claim against TriplePoint or its Affiliates, Influencer grants TriplePoint the sole and exclusive right to control the investigation, defense and/or settlement of such claim(s) and, should such claim(s) have resulted from Influencer's breach of any term(s) in this Agreement, Influencer shall reimburse TriplePoint for all associated defense costs.

**Section 15. Force Majeure.** No party will be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including without limitation, acts of god, acts of war, terrorism, governmental regulations, power failures, floods, earthquakes, pandemics, or other disasters. During times of natural disaster, regional or national crisis, or national mourning, TriplePoint will allow, with its prior explicit approval, for the pause or deferment of agreed-to Deliverables. If illness, technological issues, or other factors unexpectedly prevent Influencer from producing Deliverables, particularly in the case of livestreaming, TriplePoint reserves the right to remove that cost from the overall budget, as set forth in the SOW. If TriplePoint has paid Influencer for such removed Deliverables, Influencer agrees to repay TriplePoint any applicable payment within thirty (30) days.

**Section 15. Disputes.** This Agreement shall be governed by the laws of the State of California without reference to conflict of law principles. Any dispute or claim arising out of or related to this Agreement, or breach or termination thereof, shall be finally settled by binding arbitration in San Francisco, California under the Rules of JAMS by a sole arbitrator appointed in accordance

with said Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to award any and all available remedies, including legal and equitable relief. Notwithstanding the above, either party may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator..

**Section 16. General.** If there is a conflict between the main body of this Agreement and an SOW, the terms of the SOW shall govern for the services and Deliverables set forth therein. This Agreement may not be assigned by Influencer without the prior written consent of TriplePoint. Should any provision of this Agreement be deemed unenforceable, the provision in question will be construed only to the extent necessary to secure enforceability. This Agreement and any SOWs is the complete and exclusive statement of the Parties' understanding, superseding all prior and contemporaneous agreements. This Agreement may only be modified by a written amendment signed by both Parties. This Agreement may be executed by electronic signature(s) or in counterparts, which will carry the same weight as the originals.

By executing this Agreement, Influencer attests that it fully understands its obligations, having received sufficient answers to any and all questions material to its acceptance of the terms contained herein.

**INFLUENCER**

**TRIPLEPOINT, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**  
**STATEMENT OF**  
**WORK**

INFLUENCER: Aphromoo

PROJECT: Waven Early Access

START DATE: Aug 16, 2023

END DATE: Aug 17, 2023

FEES DUE UPON COMPLETION, DELIVERY  
AND ACCEPTANCE OF DELIVERABLES: \$  
2,500

This Statement of Work ("**SOW**") is entered into and made a part of the Influencer Master Services Agreement between TriplePoint, LLC and Influencer executed on \_\_\_\_\_. Influencer hereby acknowledges and agrees that the details and acceptance of Deliverables specified in this SOW shall be determined by TriplePoint in its sole discretion. All Deliverables, interim and final, shall be delivered via TriplePoint's chosen format and TriplePoint shall exclusively own that which is developed and delivered by Influencer pursuant to this SOW. Deliverables are deemed received by TriplePoint on the date in which TriplePoint can first access the Deliverables via TriplePoint's chosen format.

**DELIVERABLES**

See Attachment 1.

**INFLUENCER GUIDELINES**

**FTC Requirements**

You are required to adhere to the Federal Trade Commission guidelines for content creation. Please read through this short PDF from the FTC for the influencer rules you are required to abide by:

[https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508\\_1.pdf](https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf)

Please use #ad or #sponsored in any social media posts and within the title of the live stream/video. Make sure the hashtags are prominent and visible, and not buried within other hashtags. Verbal mentions such as "Thank you TriplePoint for sponsoring this video" are also required for any live streams or video content and must be made periodically throughout the live

stream or video so that viewers who only see part of the stream will get the disclosure.

### **Content Review**

As detailed in the Influencer Master Services Agreement, TriplePoint reserves the right to review your content ahead of posting. Content review is done on a case by case basis. In the event TriplePoint requests to review your content before posting, you will provide the content to TriplePoint in a timely manner and will not post it anywhere until it is approved by TriplePoint. This does not apply to livestreams.

### **Livestreaming**

Livestreaming is an unpredictable business, where everything from personal illness to internet service issues can delay regularly scheduled broadcasts. If illness, technological issues, or other factors unexpectedly prevent broadcasters from participating, TriplePoint will have the option to remove that cost from the overall budget, and you will pay back TriplePoint all the payment in advance without recoupment.

#### **INFLUENCER**

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

#### **TRIPLEPOINT, LLC**

By:\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_



## **Aphromoo Video for Ankama - Deliverables**

### **Activation Info**

- **Game:** Waven
- **Genre:** MMORPG, Tactical
- **Comparable Games:** Dota, Dofus, Age of Wonders
- **Activation timing:** August 16, 2023
- **Engagement type:** Stream
- **Video type:** Stream
- **Budget:** \$2,500 USD

### **Influencer Requirements**

**Stream:** Aphromoo to stream Waven for 1x 2 hour stream on their Twitch channel.

**Video length:** 2 hours

#### **Stream:**

- The stream will take place on Aphromoo's Twitch channel [@Aphromoo](#).

**Titles & captions:** Must have "Waven" in the video title. Must have "Waven" and "Ankama" in the description. Must disclose the stream is sponsored in the video description, and must be disclosed throughout the stream per FTC guidelines.

**Content:** All content during the segment must conform to platform (Twitter, YouTube, Instagram) terms of service. Content shall not include any racist, sexist, homophobic, or otherwise offensive or derogatory language.