

**OddsJam, Inc.**

**Promotional Terms and Conditions**

Effective Date 9/17/2024

These Promotional Terms and Conditions (together with the SOW(s) (as defined below) and Exhibit A which is attached hereto (collectively, this “**Agreement**”) is entered into by and between OddsJam, Inc. (“**OJ**”) and the individual identified in the SOW (“**Influencer**”). This Agreement provides the terms and conditions pursuant to which Influencer will create and distribute digital content as a social media influencer promoting OJ’s and/or its affiliates’ products, services, and/or brands (collectively, the “**Brands**”).

**1. DEFINITIONS.** All capitalized terms used but not otherwise defined in this Agreement will have the meanings set forth below:

“**Content Platform**” means any social media platform, online video sharing platform, website or other online platform on which Influencer Content is posted or shared by Influencer.

“**Content Policy**” means, collectively, the Content Policy attached hereto as Exhibit A, and any other policies or guidelines made available by OJ to Influencer from time to time.

“**Fee**” means the total amount to be paid by OJ to Influencer for the creation of Influencer Content and the Posts as set forth in a SOW.

“**Influencer Content**” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content created or provided by Influencer in promoting the Brands pursuant to the specifications set forth in a SOW.

“**IPR**” means all intellectual property and proprietary rights throughout the world, including, without limitation, all copyrights, trademarks, trade secrets, patents, moral rights, and domain names.

“**Posts**” means Influencer Content posted or shared by Influencer on one or more Content Platform(s) pursuant to a SOW.

“**Services**” means Influencer’s promotion of the Brands on Content Platform(s) pursuant to a SOW.

“**SOW**” means a Content Creation Statement of Work agreed to by OJ and Influencer which details the Influencer Content to be created by Influencer, the Brands to be promoted, the Content Platform(s) on which Influencer will Post such content, the applicable Fee, the length, number, and timing of the Posts, and any other terms applicable in connection therewith.

**2. SERVICES.** During the Term of this Agreement, OJ will provide Influencer one or more SOWs via email. If Influencer accepts the SOW, which acceptance can be either via email confirmation or commencing the Services, Influencer will complete the Services pursuant to the specifications in the applicable SOW and the terms of this Agreement. All SOWs accepted by Influencer are hereby incorporated by reference into this Agreement. Influencer is solely responsible for the performance of the Services and for moderating any comments, responses, or other feedback (“**Comments**”) from any user of the Content Platform in response to any of Influencer’s Posts. Influencer agrees to promptly edit or remove any Posts and/or Comments upon OJ’s request within one (1) business day. OJ has the right, but not the obligation, to review and approve any Influencer Content prior to the Post(s). Unless otherwise set forth in a SOW, Influencer shall maintain the Posts as originally posted pursuant to the SOW for at least twelve

(12) months from the date that it becomes publicly available, except in the event that OJ instructs Influencer to edit or remove such Influencer Content prior to the end of such period.

**3. TRANSPARENCY/COMPLIANCE.** Influencer understands and agrees that, in accordance with the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising (the "**Endorsement Guides**"), all Posts will include clear and conspicuous disclosures about Influencer's "material connection" with OJ, specifically that compensation and/or free or discounted products and/or services were provided by or on behalf of OJ in exchange for the Posts.

**4. PROPRIETARY RIGHTS.**

**4.1 Ownership.** As between the parties, Influencer will be the sole and exclusive copyright owner of all Influencer Content created as part of the Services.

**4.2 Rights Granted to OJ.** Influencer hereby grants OJ a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide right and license to copy, display, reproduce, distribute, broadcast, publish, repost, stream, create derivative works of or from, edit, sublicense, and otherwise use and exploit the Influencer Content (together with Influencer's name, voice, image and likeness) in any channel, social media platform or other medium now existing or hereinafter developed for the purposes of advertising and promoting OJ, its affiliates, and the Brands.

**4.3 Rights Granted to Influencer.** During the Term, OJ hereby grants to Influencer a limited, non-exclusive, non-transferable license to use OJ's and its affiliates' names, trademarks, and logos set forth in the relevant SOW the "**Marks**"), solely for purposes of performing the Services. Influencer agrees that any use of the Marks (a) will comply with OJ's trademark guidelines as specified in a SOW otherwise provided by OJ to Influencer, and (b) will inure solely to the benefit of OJ. Except for the limited rights granted herein, Influencer does not acquire any right, title or interest in the Marks or the goodwill associated therewith. Influencer agrees not to, directly or indirectly (i) challenge the validity of or OJ's rights in and to the Marks, and (ii) make any application to register the Marks or use any confusingly similar trademark, service mark, trade name, iconography, or derivation thereof, including, but not limited to, the registration of any domain name including any of the Marks. If OJ requests that Influencer modify any use of the Marks or remove the Marks from any Influencer Content, Influencer will promptly (no more than one (1) business day) make such modifications or remove such Marks, as requested.

**4.4 Exclusivity.** During the Term, Influencer agrees to not partner with competitors of OJ or create, endorse, promote, or otherwise engage in promotional posts, social media activities, or other promotional activities for any such competitor. Influencer agrees that in the event of any non-compliance with this Section, OJ is not obligated to pay Influencer, and Influencer hereby waives the right to receive, the Fees.

**5. REPRESENTATIONS AND WARRANTIES.**

**5.1 By Each Party.** Each party represents and warrants that: (a) it has the right to enter into this Agreement; and (b) this Agreement is a legal and valid obligation binding upon such party and enforceable in accordance with its terms.

**5.2 By Influencer.** Influencer represents, warrants and covenants that: (a) all Influencer Content and Posts will comply with the requirements set forth in the Content Policy attached hereto as Exhibit A; (b) no fee, compensation or any other payment whatsoever will be payable by OJ to any third party in connection with the Influencer Content and/or the Posts; and (c) Influencer is not a member of SAG-AFTRA.

**5.3 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

**6. FEES; PAYMENT; TAXES.**

**6.1 Fees.** Influencer agrees that the Fee set forth in the relevant SOW is the total amount due Influencer for the Services, and Influencer is not entitled to reimbursement for any expenses or other amounts.

**6.2 Payment.** Upon Influencer's completion of the Influencer Content and Posts pursuant to the terms set forth in a SOW, Influencer will invoice OJ for the applicable Fee. Provided that Influencer is in compliance with the Agreement, OJ will pay the Fee net-30 days from OJ's receipt of invoice from Influencer.

**6.3 Taxes.** OJ will not be responsible to Influencer or any governing body for any taxes relating to amounts that Influencer receives hereunder, including, but not limited to, federal or state income tax, social security tax, or unemployment tax. Influencer will bear any and all costs and expenses arising therefrom.

**7. TERM AND TERMINATION.** This Agreement commences upon Influencer's acceptance of a SOW and/or commencement of the Services and will continue until (a) terminated by either party as set forth herein, or (b) one (1) year after completion of all outstanding SOWs. Either party may terminate this Agreement, effective 10 business days after delivery of termination notification, at any time by written notice to the other party. Furthermore, OJ may terminate this Agreement for cause in the event that Influencer is in material breach of this Agreement, and fails to cure such breach, if curable, within five (5) business days of written notice thereof from OJ. Upon the expiration or termination of this Agreement, all revocable licenses granted under this Agreement will immediately terminate. Any provision that by its nature or express terms is not capable of being fully performed prior to the expiration or termination of this Agreement shall survive any termination or expiration hereof.

**8. INDEMNITY.** Influencer agrees to indemnify, hold harmless and, at OJ's option, defend, OJ, its affiliates, and its and their respective officers, directors, employees, business partners agents, and successors in interest from and against any and all claims, damages, obligations, losses, liabilities, and expenses (including but not limited to attorney's fees) arising from (a) Influencer's breach of this Agreement, and/or (b) Influencer's negligence or willful misconduct.

**9. CONFIDENTIALITY.** Influencer acknowledges that in the course of providing Services hereunder, Influencer may acquire or have access to certain nonpublic, proprietary information of OJ and its affiliates ("**Confidential Information**"). Influencer will not disclose such Confidential Information to any third party without the prior written consent of OJ or use any Confidential Information for any purpose other than to carry out the Services.

**10. GOVERNING LAW.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws or principles thereof. The parties agree to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware for any dispute, claim, or controversy arising out of or relating to this Agreement and hereby waive any right to object thereto on any grounds or defenses.

**11. INDEPENDENT CONTRACTOR; NO AGENCY.** Nothing in this Agreement will in any way be construed to render Influencer as an agent, employee or representative of OJ. Influencer is and will perform the Services hereunder as an independent contractor. Influencer acknowledges and agrees that Influencer will not be eligible for any employee benefits and expressly waives any entitlement to such

benefits. Influencer has no authority, actual or apparent, to bind OJ and agrees not to make any agreements or representations on OJ's behalf without OJ's express, prior written consent.

**12. MISCELLANEOUS.** This Agreement is the complete and exclusive understanding and agreement between OJ and Influencer with respect to the subject matter hereof, and supersedes any oral or written proposal, prior agreement or other communication. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent of the parties, and the remaining provisions will remain in full force. Neither this Agreement nor any rights or obligations of Influencer hereunder may be assigned or transferred by Influencer (in whole or in part) without the prior written approval of OJ. Any assignment in violation of the foregoing will be null and void. OJ may freely assign this Agreement or any of its rights hereunder. During the Term of this Agreement and for one (1) year thereafter, Influencer will not at any time, disparage, or otherwise portray in a negative light, OJ, its affiliates, and/or the Brands; provided, however, that this Section will not be construed to prohibit Influencer from responding publicly to incorrect public statements or from stating facts.

**EXHIBIT A**  
**Content Policy**

1. **Compliance.** Influencer shall comply with all applicable laws and regulations, including the [most recent Federal Trade Commission Guides](#) Concerning the Use of Testimonials and Endorsements in Advertising (“**FTC Guides**”). For more information regarding the FTC Guides, please see the following:

- The FTC’s Endorsement Guides: What People Are Asking (<https://www.ftc.gov/business-guidance/resources/ftcs-endorsement-guides-what-people-are-asking>).
- FTC: The Do’s and Don’ts for Social Media Influencers (<https://www.ftc.gov/news-events/news/press-releases/2017/09/csgo-lotto-owners-settle-ftcs-first-ever-complaint-against-individual-social-media-influencers>).
- FTC: Disclosures 101 for Social Media Influencers (<https://www.ftc.gov/business-guidance/resources/disclosures-101-social-media-influencers>).

2. **Content.** All portions of Influencer Content must (a) be the original creative work of Influencer or Influencer must be the sole owner or otherwise have all necessary rights, licenses, permissions, and consents to such content to include in the Posts; and (b) reflect Influencer’s actual opinions, experiences and beliefs. Influencer Content shall not (i) contain any defamatory, libelous, or slanderous material; and (ii) be harassing, abusive, unlawful, tortious, threatening, harmful, pornographic, sexually explicit, obscene, patently offensive, or otherwise promote racism, bigotry, hatred, or physical harm of any kind.

3. **Third Party Rights/Non-Infringement.** In order to avoid potential infringement of IPR, Influencer should not use, copy, display or perform, in whole or in part, any third party content. Influencer Content will not infringe on or violate any third party privacy right, right of publicity, or IPR.

4. **Making Claims.** Influencer Content must be true and accurate to the best of the Influencer’s knowledge and will not hold out opinion as fact. Influencer Content shall not be intentionally misleading, deceptive, untrue, or fraudulent. Influencer is responsible for checking their facts before they make any claims.

5. **General.** Influencer shall not create fake followers or engagement on social media platforms, such as, (a) buying followers, (b) using bots to grow audience size by automating account creation, following, commenting, and liking; or (c) posting fake sponsored content.

<b>Disclosure Guidelines</b>		
General Rule: Disclosures must be clear and conspicuous		
<b>Blogs/Long-form Posts</b>	<b>Social Media Posts</b>	<b>Video Posts or Posts consisting of Photos with no accompanying text</b>
Use “This post is sponsored by [Brand]” in clear and conspicuous size/font, at the beginning of each blog post.	Use <b>country-appropriate disclosure, e.g.,</b> #[Brand]Partner or #ad (US) or #sponsored or #promotion (parts of Europe) -- at the beginning of each post; <u>OR</u> ,  <b>Begin</b> the post with “I’ve partnered with [Brand] on ...” <u>AND</u>	<b>Embed</b> the disclosure into the photo or at the beginning of the video, as well as in the description.  For video content, <b>Make</b> the disclosure both <u>verbal</u> and <u>visual</u> (and, if the video is longer than

	<p><b>Comply</b> with platform requirements regarding disclosures; <u>AND</u></p> <p><b>Use</b> any available platform-provided “branded content” disclosure tools</p>	five (5) minutes, <u>repeat</u> both.)
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<b>Content Guidelines</b>		
<b>Content Type</b>	<b>Yes</b>	<b>No</b>
<b>Product Statements</b>	Honest opinions and actual experiences Information from OddsJam-provided fact sheets	No claims or statements that are unsupported or that you are asked not to use  Avoid filters that could function to exaggerate product benefits
<b>Originality</b>	Content that is original to the Influencer or properly licensed	No copying/pasting content from the Internet or using unlicensed material
<b>People</b>	Content only features the names/images of (a) the influencer; (b) their spouse/partner or children; and/or (c) any other person who has provided a signed release allowing use	No name-dropping people or using quotes unless the person died over 100 years ago!  No tagging of, or references to, public figures/ famous people
<b>OddsJam-Supplied Materials</b>	OddsJam products/packaging, logos, images, or other materials, as provided	No modifying OddsJam-provided logos, labels, images, or claims
<b>Third Party Owned Marks/Materials</b>	Music, photography/images, and footage that are properly licensed for commercial use (documentation to be provided upon request)  Written permission from all other third-party rights holders to use their material (documentation to be provided upon request)  Content the Company agrees can be used	No reference to/display of competitive products, even if branding is not visible  No unlicensed third-party brand names, hashtags, logos, slogans or easily identifiable shapes of products ( <i>i.e.</i> , Nike swoosh or Apple iPhone with home screen/button displayed)  No unlicensed works of art or other creative works (incl. tattoos, graffiti or famous buildings)  No references to sports events, teams or organizations, awards shows, titles of movies; books, songs, or famous fictional characters

<b>Links</b>	Links to campaign-appropriate, public, non-password protected websites	No links to questionable or controversial content/sites; <b>or</b> No links to websites/articles about events that we are not connected with or sponsoring
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