

TALENTED INDIVIDUAL AND SPONSOR AGREEMENT (“AGREEMENT”)

U(S), AS DEFINED HEREIN, ARE PROVIDED SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY ACQUIRING OWNERSHIP OF U(S), AS DEFINED HEREIN, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THIS AGREEMENT TERMS, YOU SHOULD NOT ACQUIRE OWNERSHIP TO U(S).

NEITHER THIS AGREEMENT NOR ITS TERMS, NOR U(S) WHICH ARE THE SUBJECT OF THIS AGREEMENT HAVE BEEN REVIEWED, APPROVED OR DISAPPROVED BY ANY REGULATORY OR GOVERNMENTAL AUTHORITY, AGENCY OR COMMISSION (THE “AUTHORITY”) NOR HAS ANY AUTHORITY PASSED UPON THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY INFORMATION GIVEN HEREIN.

FURTHER, U(S) HAVE NOT BEEN REGISTERED OR OTHERWISE QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, ANY STATE SECURITIES OR BLUE-SKY LAWS OR ANY OTHER SIMILAR LAW. IN THE EVENT U(S) ARE DETERMINED SECURITIES BY SEC OR SIMILAR REGULATORY GOVERNMENTAL AUTHORITY IN ANOTHER JURISDICTION, U(S) MAY BE SUBJECT TO RESTRICTIONS ON THEIR ASSIGNABILITY, TRANSFERRABILITY OR RESALE UNDER APPLICABLE LAWS. THE U(S) ARE SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISKS OF THE ACQUISITION OF THE U(S) FOR AN INDEFINITE PERIOD AND WHO CAN AFFORD TO LOSE THEIR U(S) AND MONEY. THE SPONSOR MUST UNDERSTAND THAT THE U(S) ARE ILLIQUID AND EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD. NO ORGANIZED MARKET EXISTS FOR U(S), AND THERE MAY BE NO ORGANIZED OR PUBLIC MARKET FOR U(S) IN THE FUTURE.

PURCHASE, AS WELL AS ANY OTHER TRANSFER, OF U(S) MAY BE PROHIBITED OR RESTRICTED BY THE LAWS, REGULATORY REQUIREMENTS AND RULES OF YOUR JURISDICTION. NO ACTION HAS BEEN TAKEN TO PERMIT THE OFFER, PURCHASE, SALE, TRANSFER OR POSSESSION OF U(S) IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IN THE CASE WHERE ANY SUCH RESTRICTION APPLIES, YOU ARE TO INFORM YOURSELF ABOUT AND OBSERVE ANY RESTRICTIONS WHICH ARE APPLICABLE AT YOUR OWN EXPENSE AND WITHOUT ANY LIABILITY TO THE TALENTED INDIVIDUAL.

THIS AGREEMENT is between a talented person (the “**Talented Individual**”) and any purchaser (“**Sponsor**” or “**you**”) of U(s), as defined herein, and contains the terms and conditions that govern the purchase and sale of and defines rights, obligations and restrictions with respect to U(s). The Sponsor and the Talented Individual are herein individually referred to as the “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Talented Individual is a person with a desire and commitment to achieve success in a chosen field which is to be evidenced in the form of specified achievements and intends to obtain financial support by selling the U(s) to Sponsors,

WHEREAS, the Sponsors are people supporting the Talented Individual in their striving for achievements,

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Talented Individual and Sponsor agree as follows:

1. Definitions

“**Achievement**” or “**Promised Achievement**” means an event evidencing the success of the Talented Individual.

“**Achievement Date**” means a date on which the Talented Individual has actually achieved the Achievement.

“**Payout Due Date**” means the final date by which the Talented Individual must Achieve the Promised Achievement for the Sponsor to be eligible to receive the associated Promise.

“**App**” means the Universum mobile application.

“**Applicable Fees**” means any Universum Fee, payment processing fee and any other fee in relation to any transaction in accordance with this Agreement at any given time.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“**Promise**” means payment amount in relation to each U payable by the Talented Individual to Sponsor in the event of the Achievement subject to this Agreement.

“**Redemption Price**” means number of U(s) Sponsor will need to use the Redemption Reward.

“**Redemption Reward**” means a voluntary redemption of U(s) in exchange for virtual meeting with the Talented Individual.

“**Redemption Terms**” means terms and rules governing exercise of Redemption Reward by Sponsors.

“**Restricted Person**” means any person who (i) is related in any way to, the governments of, or any persons within, any country or jurisdiction under a U.S. embargo enforced by the Office of Foreign Assets Control (“**OFAC**”), or any persons who are named on any list of sanctioned individuals or entities; (ii) is (or has ever been) prohibited from the transaction under U.S. anti-money laundering, anti-terrorist, economic sanctions and asset control laws; and (iii) is resident in a country or jurisdiction under a U.S. embargo enforced by OFAC.

“**Super Majority Consent**” means affirmative consent of Sponsors holding together more than 2/3 of U(s) than held by the Sponsors.

“**U**” or “**U(s)**” represents a promise of a Talented Individual to pay a Promise to the Sponsor being a lawful owner of the relevant U in the event of Achievement, as well as perform other promises attached to U(s) as provided in this Agreement.

“**Universum**” means a platform operated by Universum through App on which users can sell and purchase U(s).

“**Universum Account**” means a user account registered on Universum.

2. Agreement

- (a) By receiving an ownership to U(s), you acknowledge and agree that you have carefully read through and agree to be bound by this Agreement in its entirety.
- (b) The Parties acknowledge that the purpose of this Agreement is to support the Talented Individual’s desire to achieve success in a chosen field by providing the Talented Individual access to financial support from their fans through the sale of U(s) and establish mutually beneficial terms for cooperation between the Talented Individual and Sponsors.
- (c) This Agreement governs the sale and purchase of U(s) over the Universum platform and defines the rights, obligations and restrictions of the Parties with respect to U(s).
- (d) The Parties agree that Talented Individual can terminate the campaign within 30 days following the launch of the campaign and refund Sponsors.

3. Rights of Sponsor

- (a) Subject to and starting the day following the date when ownership to U(s) is recorded in the Sponsor’s Universum Account, the Sponsor shall have all rights provided for in this Agreement, including right to utilize Redemption Reward and/or receive Promise on the terms set out in this Agreement. The rights and benefits provided hereunder cannot be separated from and follow the respective U(s).

- (b) Subject to the record of ownership to U(s) in the Sponsors' Universum Account as of the Achievement Date and compliance by Sponsors with the terms of this Agreement, Sponsor is eligible to receive Promise associated with U(s) and relevant Achievement if the Talented Individual achieves the Achievement on or before the Payout Due Date. The total amount of receivables by Sponsor in the event of each Achievement corresponds to the total number of the relevant U(s) owned by Sponsor as of the relevant Achievement Date.
- (c) Sponsor hereby acknowledges and consents that the Talented Individual will use reasonable endeavours for the Achievement Date to happen on or before the Payout Due Date, and only if and when the Achievement Date is achieved on or before the Payout Due Date, Sponsor may become eligible for the relevant Promise payment. If the Talented Individual, using reasonable endeavours, is unable to achieve the Achievement before the Payout Due Date, no obligation to make payment of Promises in relation to the relevant Achievement arises for the Talented Individual.
- (d) Achievements and relevant Promises for which the Sponsor may become eligible are to be set out in the Offering Information, as defined below. Subject to this Agreement and as long as the Sponsor lawfully owns U(s), the Sponsor is eligible to receive Promises associated with Achievement achieved by the Talented Individual during such ownership period.
- (e) Promises for which the Sponsor may become eligible under this Agreement will be subject to Applicable Fees at given time. Net amount receivable by Sponsor after distribution by the Talented Individual of the Promise related payments may vary depending on the exact amount of the Applicable Fees.
- (f) Talented Individual must make available to the Sponsors the following information in relation to U(s) being offered ("**Offering Information**"):
 - a. Sale Price,
 - b. Achievement or Achievements,
 - c. Promise per U in relation to each Achievement,
 - d. Redemption Terms;
 - e. Payout Due Date.
- (g) Talented Individual cannot change Achievement and relevant Payout Due Date and Promise after announcement to Sponsors unless otherwise determined in this Agreement.
- (h) Sponsor hereby agrees and consents that without limiting the generality of other provisions of this Agreement, the Sponsor shall not be entitled or otherwise have:
 - a. Any vote (or any other say) on any matter regarding, or have any information rights with respect to, the Talented Individual or business of the Talented Individual;
 - b. Any right, to receive any distribution from, or to otherwise participate in any proceeds or income received by, the Talented Individual (or any portion thereof); and
 - c. Any right, license or any claim whatsoever, to the artwork, images, video, content or other works of authorship of the Talented Individual.

4. Achievement Resolution

- (a) On the date following the relevant Payout Due Date, the Talented Individual announces whether or not Achievement was completed and assigns the status "**Achieved**" or "**In Resolution**" to it in the App.
- (b) If the Talented Individual announces that the Achievement is not achieved and assigns it status "**In Resolution**", but the Sponsor acting in good faith believes that the Achievement was achieved by the Talented Individual, then the Sponsor within 30 calendar days following such announcement may initiate a Super Majority Consent voting in relation to such Achievement ("**Achievement in Resolution**") in accordance with this Agreement and then:

- a. If the Sponsors determine, by the Super Majority Consent, the respective Achievement in Resolution as “**Not achieved**”, then the Talented is not obliged to make payment of the Promise associated with the Achievement in Resolution to the Sponsors; and
 - b. If the Sponsors determine, by the Super Majority Consent, the respective Disputed Achievement as “**Achieved**”, then the Talented Individual is obliged to make payment of the Promise to the Sponsors; and
 - c. If the Talented Individual does not agree with the Super Majority Consent which determined Achievement in Resolution as “**Achieved**”, the Talented Individual may within 5 Business Days from the date of Super Majority Consent request Universum to opine on whether the Achievement in Resolution was achieved. The Parties agree that Universum call on the Achievement in Resolution shall be final, and the Parties shall comply with the decision.
- (c) The Talented Individual must transfer the Promise to all Sponsors within 30 Business Days upon assignment to Achievement of status “**Achieved**” in accordance with this Section 4.

5. Redemption Reward

- (a) Each U entitles the Sponsor for Redemption Reward subject to applicable Redemption Terms and this Agreement. Redemption Terms, including duration of meetings available upon exercise of Redemption Reward, are available on the Talented Individual’s profile in the App. Sponsor acknowledges and agrees that Redemption Terms may change over time. Sponsor cannot redeem fraction of U(s).
- (b) Sponsor is entitled for Redemption Reward at any given time provided they have a sufficient balance of U(s). To exercise the Redemption Reward Sponsor shall specify number of U(s) sufficient to pay Redemption Price in the redemption request at the Talented Individual profile on Universum. Upon receipt of the Redemption Request, the Talented Individual must offer Sponsor timeslots available for a virtual meeting with Talented Individual. Sponsor can choose one of the suggested slots.
- (c) Sponsor hereby consents and agrees that upon Redemption (i) all redeemed U(s) are automatically transferred back to the Talented Individual, (ii) Sponsor will not be entitled to any Promise payment associated with redeemed U(s), if the Talented Individual complete the Achievement after the Redemption.
- (d) Sponsor agrees that all meetings acquired as a result of Redemption to be virtual. Sponsor agrees the meetings to be recorded for security purpose.

6. Use of Proceeds and Other Undertakings

- (a) The Talented Individual will use the proceeds received from the sale of U(s) (“**Proceeds**”) in their sole discretion.
- (b) The Talented Individual undertakes to not use or permit the use of the Proceeds for any illegal purpose or to violate any law, statute, order or regulation.
- (c) The Talented Individual undertakes that Achievements offered by the Talented Individual as of the date of this Agreement or that may be offered after the date hereof shall not be illegal or violate any applicable law, statute or regulations or this Agreement.

7. Assumptions of Risks and Limitation of Liability

- (a) The Sponsor represents and confirms that the Sponsor has entered into this Agreement on its own volition and for purposes that are wholly unrelated to any anticipation of any financial gain or profit, namely, any investment purposes or value appreciation related to the U(s) or relevant Achievement, nor is the Sponsor under the impression that, by engaging in the transactions contemplated herein, the Talented Individual will be able to achieve the Achievement or gain any proceeds for future Promise whatsoever.

- (b) U(s) are neither backed up with ownership in any asset, nor are they legal tender or backed with any government. There is no guarantee that the U(s) shall be valued on the same basis by independent third parties, and the Talented Individual does not represent that the Sale Price represents the fair market value of the U(s).
- (c) Each Sponsor hereby acknowledges and expressly consents that there may be no secondary market for subsequent U(s) transfer, and to the extent there is a market for any transfer, the U(s) may or may not have any material value in that market.
- (d) Each Sponsor acknowledges and expressly consents that the Talented Individual may never achieve the Promised Achievement. If the Talented Individual does not achieve the Achievement on or before the Payout Due Date, no relevant Promise will be paid.
- (e) Each Sponsor acknowledges and expressly consents that the Achievement may or may not be a money-generating event for the Talented Individual. Therefore, to the extent the Talented Individual reaches the Achievement, the Talented Individual may not be financially capable of performing or fully performing obligations related to Promise payment.
- (f) To own U(s) and benefit from U(s) and this Agreement, the Sponsor must register the Universum Account in accordance with the relevant terms and policies. The U(s) are not transferrable outside the App.
- (g) Further, the Sponsor agrees to provide and maintain true, accurate, current and complete contact and other information in connection with the Account, including payment information and other contact information. The Sponsor may not use false or misleading information in connection with the Account.

8. Transferability of rights

- (a) The rights granted to the Sponsors under or arising out of this Agreement are not transferable or assignable to any third party, except that if the Sponsor lawfully transfer ownership of U, the rights granted to such Sponsors under this Agreement shall terminate upon the effectiveness of the transfer to a new Sponsor and shall be assigned to such new Sponsor. As a condition to transfer or any other change of the U(s) ownership, the transferee agrees to be bound by this Agreement entirely.
- (b) Notwithstanding anything to the contrary provided herein, the Talented Individual shall be expressly permitted to assign any one or more of their rights or obligations hereunder to a third party to the extent required for performance of Talented Individual's obligations hereunder.

9. Conditions and Warranties

- (a) Without limiting any of the foregoing, the Sponsor agrees that all rights of the Sponsor under this Agreement and the U(s) are subject to following: (i) registering by the Sponsor of the Universum Account, and (iii) successful completion, as determined in sole direction of Universum, of any applicable Know Your Client, anti-money laundering, sanctions or other checks as required under hereunder or as set out in any terms and conditions and policies of Universum.
- (b) The Sponsor further agrees, represents and warrants that the Sponsor: (i) is of legal age of forming binding contracts in the relevant jurisdiction of the Sponsor and has full legal capacity to enter into this Agreement and own the U(s), (ii) that the Sponsor will use the U(s) and interact with the U(s) only for lawful purposes in accordance with this Agreement, (iii) that the Sponsor will not use the U(s) or any right under this Agreement to violate any law, regulation or any right of the Talented Individual and their third parties, (iv) that the Sponsor is not a Restricted Person.

10. Amendments

- (a) The Parties acknowledge and agree that the Talented Individual may update this Agreement in their sole discretion by posting a new version of this Agreement in the Talented Individual's profile on Universum platform.

- (b) Without limiting the foregoing, the Parties acknowledge and agree that the announcement by the Talented Individual of a new Achievement and relevant Promise, as well as the increase of Promise in relation to the previously announced Achievement shall be deemed as intended for the benefit of Sponsor and, therefore, shall be permitted under this Agreement.

11. Transfers

- (a) Each Sponsor hereby acknowledges and consents that any transfer of U, whether in case of a sale to a new Sponsor or otherwise, is subject to the terms of this Agreement and may only be executed through the App.
- (b) Without limiting the foregoing, each Sponsor consents that: (i) any transfer, or attempted transfer, of U(s) not made in compliance with this Agreement, will be deemed invalid, null and void, and of no force or effect and neither the Talented Individual nor any other person will be required to recognize any such transfer/attempted transfer; and (ii) the Talented Individual will not be liable to any person, in any manner whatsoever, for any costs, losses or other damages caused as a result of, or otherwise related to, the rejection of any such transfer/attempted transfer.

12. Electronic Transactions

- (a) Notwithstanding anything to the contrary herein, the Parties hereby acknowledge and agree that the U will be issued and held in digital forms only at all times.
- (b) It will be the sole and absolute responsibility of each Sponsor to keep the Universum Account information current, accurate and complete. The Talented Individual will have no liability to any Sponsor whatsoever, and each Sponsor indemnifies and holds the Talented Individual harmless, for ANY payment(s) not received by such Sponsor as a result of such Sponsor's failure to advise the Talented Individual of any changes or failing to keep Universum Account details current, accurate and complete.

13. Miscellaneous

- (a) Binding Agreement. This Agreement constitutes the valid and legally binding obligation of the Parties. Each Sponsor, by virtue of their purchase of or otherwise acquiring ownership of U(s), irrevocably agrees to be bound by all of the terms and conditions of this Agreement with respect to all U(s) at any time held by such Sponsor.
- (c) Notifications and notices. The Parties consent to receive any and all documents, communications, notices, contracts, and agreements arising from, or otherwise relating in any way to, the Agreement and the U(s) (i) by email provided for registration of their Universum Accounts, and/or (ii) by messages in such Universum Account.
- (b) Severability. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. Any term or provision of this Agreement that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. If any clause, term, or condition of this Agreement will be held invalid or contrary to law: (i) this Agreement will remain in full force and effect as to all other clauses, terms, and conditions; (ii) the subject clause, term, or condition will be revised to the minimum extent necessary to render the modified provision valid, legal and enforceable; and (iii) the remaining provisions of this Agreement will be amended to the minimum extent necessary so as to render the Agreement as a whole most nearly consistent with the parties' intentions in light of the modification or removal of the invalid or illegal provision.
- (c) Entire Agreement. This Agreement, along with the Offering Information, constitutes the entire and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes all prior discussions and understandings, *whether verbal or written*, if any, with respect thereto. For the avoidance of doubt, no communications between the Parties, neither any information provided by support, via social media accounts or the Platform, shall have a contractual value.

- (d) Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that this Agreement, or any communication related to this Agreement transmitted by electronic means, including internet, telephonic, and wireless devices, shall have the same legal effect as, and be as valid, binding, and enforceable as, an agreement with handwritten signatures of the Parties. Each Party further agrees that when it clicks on an “I Agree,” “I Consent,” or similarly worded button or entry field using any electronic device, such agreement or consent of the Party will be legally binding, enforceable against it, as if it was handwritten signature on a paper document.
- (e) Construction. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement. Whenever the context requires or permits, the singular will include the plural, the plural will include the singular, and the masculine, feminine and neuter will be freely interchangeable. Any and all uses of the term “including” herein mean including without limitation, or including but not limited to, and will not be deemed to be exclusive or to create an exclusive reference.
- (f) Governing Law. This Agreement will be construed and enforced in accordance with and governed by the laws of the Delaware without regard to the choice or conflict of law principles or rules that may cause the application of the laws of any jurisdiction other than those of the State of Delaware.
- (g) Dispute Resolution. The parties irrevocably agree that: (a) any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to the American Arbitration Association Commercial Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause; (b) the number of arbitrators shall be one; (c) the seat of arbitration shall be New York, USA; and (d) the language to be used in the arbitral proceedings shall be English. The Sponsor hereby agrees that any claim under this Agreement, or otherwise in relation to U(s), may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or other proceeding where a person attempts to resolve a dispute as a representative of another person or group of persons. Unless both Parties agree otherwise, the arbitrator shall not consolidate or join more than one person’s or party’s claims, nor preside over any form of consolidated, representative, or class proceeding.