
BIGO LIVE Game Broadcaster

Cooperation Agreement

Agreement No.:

Party A (the company): BIGO TECHNOLOGY PTE. LTD.

Bigo Technology PTE.LTD., Singaporean company having as its company registration number: 201426996D, located at 8 Temasek Boulevard #14-03A, Suntec Tower Three, 038988 Singapore, hereinafter referred to as the "Party A" of the one part;

Party B (the broadcaster):

name: NGUYEN MINH DIEN

Nationality: VietNam ID No.: 025441925

Address: 47/13 Truong Minh Ky, Go Vap, TP.HCM, VietNam

Tel: 0931570603 Email: itnguyenminhchien@gmail.com

BIGO LIVE ID: @dt306 (Required)

Bank Name: EXIMBANK

Bank Address: EXIMBANK BEN THANH

Bank Account: 200114949942183

Swift Code: _____

Hereinafter referred to as the "Party B" of the other part.

The Company and the Broadcaster are hereinafter together referred to as the "Parties".

The Parties agree to enter into this cooperation agreement (hereinafter referred to as Agreement)

Preamble

The Company hereby assures that the Company has been registered under the law of Singapore. The online mobile application under the name "BIGO LIVE" (hereinafter referred to as "BIGO LIVE") is an outstanding program for entertainment for everyone and solely owned by the Company which nobody can infringe by copying or duplicating.

BIGO LIVE is a live broadcasting program controlled and managed by talented broadcasters who are willing to develop themselves at BIGO LIVE in order to entertain and give knowledge for viewers who can exchange opinion, judgment, comment or critic as long as it is not against Terms and Conditions of Service.

Now therefore, in consideration of the mutual covenants herein contained the parties hereby agree as follows:

I. Contents of Cooperation

1.1. Scope of cooperation: during the cooperation (within the duration of this Agreement), the scope of cooperation includes, but is not limited to:

Party B will be using Party A's BIGO LIVE Platform as a platform for Party B; and Party B can acquire gift sharing and signing bonus from Party A's platform.

Exclusive terms: Party B undertakes not to broadcast any information related to the above competition platforms during the cooperation on the live background, live images, live camera images and other contents and commentaries. Competition platforms in question refer to third-party platforms that are competitive against Party A or its affiliates, including but not limited to Twitch, Youtube Gaming, Afreeca TV, Talktalk, HITBOX, AZUBU and TALK TV.

1.2. Performance Guarantee: Party B guarantees that the signing and performance of this Agreement does not violate any prior legal documents binding on it, there is no economic dispute, litigation or claim against Party B; Party B's performance of this Agreement complies with the requirements of relevant national/regional laws and regulations, and does not infringe upon the legitimate rights and interests of any third party; Party B undertakes to resolve its own disputes and controversies in any forms with third parties arising from the performance of this Agreement, and shall not affect the provision of live services for Party A.

1.3. Transfer of rights and obligations: Party B shall not transfer the rights and obligations under this Agreement to any third party without the written consent of Party A. However, for the purpose of improving the visibility of Party B, Party A can authorize the operation of personal live studio to a third party for management after informing Party B.

II. Duration of Cooperation

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- 2.1. The duration of cooperation between both parties shall be three [3] months, that is, from [mm-dd-yyyy] to [mm-dd-yyyy].
 - 2.2. Party B shall commence broadcasting within seven [7] days after the commencement of the cooperation. Upon expiration of the cooperation, if both parties have not reached agreement on the renewal, this Agreement will automatically be terminated.
 - 2.3. After the expiration of the cooperation, Party A has the right to use all the broadcaster-related contents, such as portraits, images, promotion names, etc., in its platform and partner's platform to carry out publicity and promotion activities for live broadcast and commentary contents formed during the cooperation.
 - 2.4. After the expiration of this Agreement, Party B shall inform Party A of the cooperation conditions with the third party in writing 15 days prior to the official signing of the agreement with the third party, and Party A shall enjoy preferential renewal right under the same conditions.

III. Rights and Obligations of Both Parties

3.1 Party A's Rights and Obligations

- (1) During the cooperation, Party B may enjoy the popularity and huge user resources of Party A's BIGO LIVE Platform, and Party A shall provide, at the cost of Party A, Party B with the necessary technical support and customer support for the webcast and commentaries..
- (2) Party A may, in accordance with the platform operation arrangement and Party B's performance of the Agreement, additionally provide Party B with the following resources for promotion:
 - a. APP homepage recommendation, banners, popups, Live House and other forms;
 - b. promotion locations for existing and future products of Party A and its affiliated companies.
- (3) Party A may edit, produce and package the contents produced by Party B (including but not limited to video, audio, news, interview, text, portraits, etc.) according to the platform operation arrangement and Party B's performance of the Agreement and output to third party platform for the packaging of Party B's image to enhance its

visibility.

- (4) Party A shall provide Party B with technical training of live broadcast, and shall be responsible for the operation and maintenance of the normal operation of the BIGO LIVE Platform; Party B shall promptly inform Party A of any obstacles or problems encountered in the use of BIGO LIVE products or services, and Party A shall actively respond for solutions.
- (5) Party A shall have the right to supervise the live broadcast of Party B and request Party B to adjust the live content as required. If Party B fails to perform its obligations or violates the relevant rules of BIGO LIVE Platform, or broadcasts inappropriate or illegal content, Party A shall have the right to dispose of it in accordance with platform rules and take measures, such as stopping resource support, withdrawing the channel, rescinding agreement, claiming for compensation, etc., and request Party B for compensation.
- (6) Both parties confirm that: ① the intellectual property rights and commercial interests of the broadcaster's nickname and other promotional names under this Agreement shall belong to Party A; ② Party A shall have the right to apply for the registration of the trademark in the name of such promotional names, and Party B agrees not to assert any rights thereto; ③ during cooperation, all rights and commercial interests of all the contents arising from the performance of this Agreement by Party A and Party B shall belong to Party A.

3.2 Party B's Rights and Obligations

- (1) Party B shall have the right to request Party A to pay the cooperation fees in accordance with the provisions of the Agreement.
- (2) Party B agrees to use Party A's BIGO LIVE Platform as a webcast and commentary platform, and promises that, during the cooperation, without the written consent of Party A, it shall not broadcast or comment on any content other than that designated or approved by Party A, nor may any product introduction, advertising and sales promotion, etc. of companies other than Party A's occur during the live broadcast, nor authorize the promotional names, portraits, audio and video contents associated with the webcast to a third party.
- (3) Party B shall actively publicize the personal studios, competitions organized by Party

A, events, BIGO LIVE Platform, website, client, APP, etc. (through the following means, including Party B 's Facebook, Twitter, Instagram, Snapchat, etc.), attend on time to the relevant publicities, competitions, promotional activities organized, planned or participated by Party A. The video (if any) produced by Party B through BIGO LIVE during the cooperation shall be watermarked with the live broadcast products or services of BIGO LIVE, and the signature of Party B shall be identified as from BIGO LIVE Platform.

- (4) As a public figure, Party B shall abide by the local laws and regulations, safeguard its own healthy public image, perform proper live broadcast, shall not conflict with the user during the broadcasting, otherwise, Party B must handle the conflicts or disputes (including but not limited to: apology, etc.) as requested by Party A. Party A shall be entitled to deduct the cooperation fees if Party B breaches this clause.
- (5) Party B undertakes to comply with the rules of Party A's platform, perform live broadcast and comment, participate in commercial activities and produce videos without violence, reactionary ideas, racial discrimination, ethnic discrimination, cult, superstition, porn, gambling, drugs or any other criminal acts or any behavior that infringes the intellectual property rights and other legitimate rights and interests of any third party.
- (6) If Party B has its own negative news (including but not limited to violation of regulations or laws, criminal acts or contrary to social morality, public order and good behavior) or subjects to criminal administrative penalties, it shall bear the legal consequences or damage caused to third parties, and Party A has the right to terminate this Agreement and request Party B to return the cooperation fees already paid.
- (7) Party B shall undertake to respect and maintain the reputation and brand image of Party A, and shall not make any remarks or actions that are detrimental to Party A or Party A's products, such as slander, libel and defamation; Party B shall compensate Party A for losses caused by its own words and actions.

IV. Cooperation Fees and Payment

- 4.1 During the cooperation, Party B's income shall consist of signing bonus, extra bonus and virtual gifts.

(1) Signing bonus: Should Party B perform his or her obligations in accordance with the following requirements, Party A shall pay him or her 229 USD/month (or 48000 beans).

Requirements for signing bonus payment:

- Party B shall carry out a monthly live broadcast of at least 60 hours in no less than 20 valid days (which means daily accumulative duration of broadcast shall exceed 1 hour).
- Party B shall live broadcast games via PC Connector on the BIGO Platform. Broadcast of non games shall not be counted in his or her monthly workload.
- Party B shall announce his or her broadcast information one day in advance on his or her social accounts 1 _____, 2 _____ and 3 _____ (at least one account shall be listed).
- During the live broadcast, Party B must complete the verbal publicity of BIGO LIVE for three times, including: 1. prompt the audience to share the live studio in ten minutes after the show starts; 2. ask audience to follow the platform in 40 minutes after the show begins; 3. announce time of next live broadcast in 10 minutes before the show ends.

Penalties:

- In case the number of valid days of Party B per month is less than 20, his or her signing bonus shall be deducted by 30 dollars per day until the signing bonus becomes zero.
- In case the total length of Party B's live broadcast is less than 60 hours, his or her signing bonus shall be deducted by 10 dollars per hour until the signing bonus becomes zero.
- In case Party B does not follow the requirements stated in Section 4-1-1-3, his or her signing bonus shall be deducted by 10 dollars per time until the signing bonus becomes zero.
- In case Party B does not follow the requirements stated in Section 4-1-1-4, his or her signing bonus shall be deducted by 10 dollars per time until the signing bonus becomes zero.

- From the second Calendar Month after signing the Agreement, Party A has right to terminate the Agreement if the number of monthly ACU of Party B is below 500, and Party A shall have the right to refuse to pay cooperation fee accordingly.

(2) Virtual gifts: beans in Party B's personal account shall increase as he or she gets virtual gifts; beans may be exchanged to money or gems to be spent on the platform.

(3) Extra bonus: in case B fulfills requirements of (1) without any violations, he or she may be rewarded with extra bonuses in accordance with their monthly Average Viewers(ACU):

ACU of a Chatroom	Reward
ACU>10,000	700000 beans (3333 \$)
5,000<ACU<10,000	230000 beans (1095 \$)
2,000<ACU<5,000	52500 beans (250 \$)
1,000<ACU<2,000	25000 beans (119 \$)

4.2 Date & method of signing bonus payment: Party A shall deliver signing bonus of the previous month on calendar as well as extra bonus (if any) in the form of beans to the personal BIGO LIVE account of Party B who may cash them upon requests made to Party A.

Rules of cashing beans:

- ① 210 beans for 1 US dollar;
- ② Party B may cash his or her beans when the number of beans exceed 6,700;
- ③ Party B may cash beans at any time and the cash shall be remitted to him or her within ten weekdays upon request.

Note: Should Party B sign the Agreement after the tenth of the month, his or her signing bonus shall be delivered as per proportion of valid days.

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- 4.3 Both parties agree that, the number of days for live broadcast, duration, average viewers and other data shall be subject to the statistical data of Party A's backstage. Party B shall, upon receipt of Party A's monthly cooperation fees, check the statistical data and the amount of costs; if Party B considers that the data or amount is incorrect, Party B shall file an objection with Party A within 3 days of receipt; if no objection is filed within the time limit, it shall be deemed as Party B's confirmation as correct.

V. Intellectual Property Rights and Related Personal Rights

- 5.1 Network commentary audio, video and images are the audio, video and image documents formed during the process of live broadcast and commentary by Party B with computer software or equipment with the function of sound recording and video recording, whether finished or not.
- 5.2 Both parties confirm that, the intellectual property rights and commercial interests of the broadcaster's nickname and other promotional names under this Agreement shall belong to Party A, and Party B agrees not to assert any rights thereto. Party A shall have the right to apply for the registration of trademark with such promotional names, use or permit others to use such promotional names, and so on. Party B shall not obstruct, exclude, restrict or infringe Party A's right or interest to the promotional names, including but not limited to: both during the cooperation and after the expiration of the cooperation, shall not directly or indirectly apply for the registration of trademark, nor directly or indirectly permit a third party to use the promotional names by any means; after the expiration of the cooperation, Party B shall not use or permit a third party to use the nickname of Party B and other promotional names under this Agreement by any means.
- 5.3 Both parties confirm that, the ownership, intellectual property rights and other relevant economic interests of Party B due to the performance of this Agreement (including but not limited to the live broadcast and commentary audio, video and images during the cooperation) shall belong to Party A. Within the duration of the Agreement and after the termination, Party A may, by any means, use or authorize a third party to use its own name to safeguard its legitimate rights and interests separately; while Party B shall not claim any right to Party A or Party A's authorized party by name, portrait, performer's right, etc. Without Party A's written consent, Party B shall not use on its own or authorize a third party to use the entire contents of the audio, video and

images of network commentary formed during the cooperation.

5.4 Party A shall have the right to use Party B's portraits, images and promotional names in all its platforms and partners' platforms for publicity and other legal purposes, the resulting ownership and intellectual property rights of works and contents shall belong to Party A.

5.5 Party B warrants that the network commentary audio, video and images formed during the cooperation will not infringe the legal rights and interests of any third party. Party B agrees to authorize Party A and Party A's affiliates to use such network commentary audio, video and images free of charge and ensures that such works will not infringe any third party's rights.

VI. Confidentiality

6.1. Party B shall guarantee the confidentiality of the trade secrets belonging to Party A in respect of the cooperation between both parties and the Agreement. Party A's trade secrets refer to technical, financial, commercial or any other information which belongs to Party A and / or its affiliates and is regarded as trade secrets by Party A. Including but not limited to: the entire agreement, annexes, supplementary agreements, all the other relevant instruments and the related contents in this Agreement. For example, the amount, calculation method and standard for the props (gifts) income obtained by Party B from Party A; the remuneration obtained by Party B and related receipts; method of right ownership and authorization; Party A's operation and management strategy, customer list; Party A's name list and contact information of broadcasters; Party A's personnel information and contact information; the correspondences between both parties and other information not known to the public.

6.2. Party B shall strictly abide by Party A's confidentiality system and may not in any way disseminate, disclose (including imply) to any third party or use Party A's trade secrets without Party A's consent. Such confidentiality obligations shall remain in effect both within the validity of this Agreement and after the termination thereof. If Party B violates the above confidentiality obligations, it shall pay Party A three times the average monthly income as damages and compensate Party A for all losses caused thereby.

VII. Liability for Breach of Agreement

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- 7.1 The defaulting Party shall cease its breach of Agreement immediately upon receipt of the other party's notice and rectify or take remedial measures in accordance with the other party's request to minimize, eliminate the adverse effects resulting from its breach, and shall compensate the other party for all losses suffered thereby. Losses under this Agreement include, but are not limited to, direct economic losses, loss of expected benefits, costs incurred by the observant party for investigating the breach of Agreement, attorney's fees, litigation costs, and so on.
- 7.2 Any statements or warranties made by one party under this Agreement that are proved to be false, inaccurate or misleading shall be deemed to be a breach of Agreement, and the defaulting party shall be liable for the resulting loss of the observant party.
- 7.3 As a well-known live broadcast interactive platform, BIGO LIVE has input a large number of promotional resources for Party B's live broadcast and commentary, and has input a lot of manpower, material and financial resources for the maintenance of good image of Party B and to improve the visibility of Party B; therefore, if Party B arbitrarily terminate this Agreement without Party A's consent, or violates the provisions in Clause 1.2 to perform live broadcast and commentary on other network platforms other than Party A, it shall constitute a material breach of Agreement, and Party A shall have the right to withdraw all the revenue which has been obtained by Party B on Party A's platform (including but not limited to the cooperation fees, props sharing, advertising revenue, etc.), and request Party B to compensate an amount ten times to Party B's all income obtained on Party A platform (whichever is higher) as compensation for Party A's losses and expenses incurred out of this material breach as stipulated in this clause.
- 7.4 Except as clearly agreed in terms of liability for breach of Agreement, if Party B violates any obligation under this Agreement, Party A shall have the right to take punitive measures in accordance with the platform rules and require Party B to compensate Party A for any losses and damages including fine or other punishment by relevant organ or government agency. Party A may withhold any fee payable to Party B.
- 7.5 Anti-commercial bribery: Party B shall not give any unfair advantage to Party A including Party A's employee, affiliates or consultants, in order to get unfair benefits.

Party B agrees that Party A shall have the right to terminate this Agreement immediately and Party B shall pay Party A whichever is higher of the following (a) pay Party A 30% of all incomes obtained by Party B as compensation for damages and losses that Party A may suffer in correcting such situation or (b) provide the total amount of any improper benefit out of this commercial bribery to Party A as compensation. If the staffs of Party A or their relatives obtain bribes from Party B, Party B shall promptly give feedback to Party A's report Email: bigogames@bigotv.com.

- 7.6 Party A's losses and expenses under this Agreement include, but are not limited to, direct economic losses (including but not limited to costs input by Party A), loss of expected benefits, costs incurred by the observant party for investigating the breach of Agreement, attorney's fees, travel expenses, identification costs, and so on.

VIII. Force Majeure

- 8.1 "Force majeure" refers to unforeseeable, unavoidable and insurmountable objective situation by both parties, which will hinder, influence or delay the performance by either party of its obligations under the Agreement in whole or in part. This includes, but is not limited to, government actions, natural disasters or disasters (such as typhoon, flood, lightening, earthquake, fire and explosion, etc.), war, hacking, government actions (e.g. government bans), network failures, and so on.
- 8.2 Neither party shall be liable for any breach of Agreement due to force majeure events that render part or all of this Agreement unenforceable or delayed. However, the party who suffered from the force majeure event will notify the other party in a timely manner, take active and effective measures to minimize the loss to the other party caused by the inability or delay in the performance of the Agreement. After the force majeure event or its effect is terminated or eliminated, the parties shall immediately resume their respective obligations under this Agreement.

IV. Suspension and Cancellation of the Agreement

- 9.1. This Agreement may be terminated by consensus of the parties through consultations.
- 9.2. During the term of this Agreement, if Party B cannot fulfill the obligations under this Agreement due to physical or other reasons (within 2 months), it may apply to Party A in writing to suspend this Agreement, and after getting written consent of Party A, this

Agreement can be suspended, after the above factors for suspension are eliminated, the validity of this Agreement is automatically extended accordingly; if the suspension time is more than two months, Party A has the right to terminate this Agreement, and request Party B to compensate Party A for all losses and expenses incurred by Party A due to this termination.

9.3. Party A shall have the right to terminate the Agreement if Party B becomes suspect of a crime and unable to perform live broadcast as agreed in this Agreement, and Party A reserves the right to request Party B to compensate Party A for all losses.

9.4. Party A may terminate without any liability this Agreement in writing one month in advance if any applicable laws or regulations make this Agreement unenforceable or hard to perform for either Party A or Party B, or Party A unilaterally intends to rearrange its platform operation strategy, and shall not be liable for any liability for breach of Agreement. If Party A fails to inform Party B one month in advance, Party B agrees to be paid 50% of the monthly cooperation fee when terminating this Agreement.

X. Service and Notification

10.1 Except as otherwise provided in this Agreement, all communications, documents, information, etc. under this Agreement shall be delivered by courier, personal delivery, fax, Email, and so on:

- (1) In the case of courier, the date of receipt shall be the date of service, if the recipient did not sign off, the service date shall be the fifth working day after the date of dispatch;
- (2) In the case of personal delivery, the date on which the receipt is received shall be the date of service;
- (3) In the case of delivery by Email or fax, the date on which the recipient's computer system received shall be the date of service.

Party A's Contact Method			
Phone number		Email	
Address		Contact	

Party B's Contact Method			
Phone number	0931570603	Email	itnguyenminhchien@gmail.com
Address	47/13 Truong Minh Ky, Go Vap, TP.HCM, VietNam	Facebook ID	facebook.com/itnguyenminhchien
BIGO LIVE ID	@dt306	Emergency Contact	0931570603
Phone number	0931570603	Address	47/13 Truong Minh Ky, Go Vap, TP.HCM, VietNam
Email	itnguyenminhchien@gmail.com		

10.2 If both parties have agreed on a new method of service, it shall be executed in accordance with the Agreement, including but not limited to: website announcement service, BIGO LIVE Platform personal account information center service, and so on.

10.3 It is particularly stressed that, if either party changes its mailing address, bank account or contact information, no matter during the cooperation or within two years after the formal end this cooperation, the other party shall be informed of the new information in a timely manner, otherwise, the changing party shall be responsible for all the consequences caused, and the notification sent by the other party to the original address is still deemed to be successfully delivered on the fifth working day after dispatch.

XI. Non-labor Relations

11.1 Party A and Party B enter into this Agreement only for the cooperation as agreed under this Agreement; Party B knows clearly that this Agreement is not an employment agreement. For avoidance of doubt, Party B is not and shall never be an employee of Party A under this Agreement and Party B is not bound by Party A's internal management system except for the management rules or regulations on the related app platforms .

11.2 Party A shall not pay any other fees to Party B but cooperation fees as agreed under this Agreement.

XII. Other

12.1 Any dispute arising out of or in connection with this Agreement shall be subject to the amicable agreement between both parties. If the negotiation fails, either party shall have the right to raise the issue to Singapore International Arbitration Center and the case shall be arbitrated in accordance with its effective rules of arbitration. The signing, performance, interpretation and dispute resolution of this Agreement shall be governed by the laws of Singapore.

12.2 This Agreement shall be effective after being signed / sealed by both parties. This Agreement is made in three copies, Party A holds two copies and Party B holds one copy with the same legal effect. For the matters not covered by this Agreement, supplementary agreement may be entered into by both parties.

12.3 The entry numbers and headings in this Agreement are for convenience only and shall be of no use in the interpretation of this Agreement.

12.4 Under the same conditions, Party A has the priority of signing Party B.

12.5 This Agreement is made after the friendly negotiation between both parties, Party B confirms that all the contents of this Agreement are clear, and there is no misunderstanding; Party A has clearly informed Party B of its rights and obligations under this Agreement, and Party B has no objections for this.

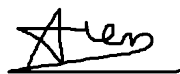
------(There is no text below, only for the purpose of signing and annexes) -----

Party A:

Party B:

Sealed by:

Fingerprinted by:



Nguyen Minh Dien

Signing date: mm-dd-yyyy

12/28/2016

(Note: If Party B is over 18 years old and has full civil capacity, it is unnecessary to be signed and fingerprinted by the guardian, otherwise, both Party B's guardian and Party B shall sign and fingerprint on the Agreement.)