

## ATTACHMENT A: GENERAL TERMS ATTACHMENT

This General Terms Attachment (this “**Attachment**”) contains additional terms that apply to the Engagement Agreement (the “**Agreement**”) and the Proprietary Information and Additional Covenants Agreement (“**PICA**”, and collectively together with this Attachment, the “**Engagement Documents**”), all entered into contemporaneously by and between Get Superstars, Inc., a Delaware corporation (“**Get Superstars**”) and Erdun E (“**you**”). The Engagement Documents apply to your entire relationship with Get Superstars (your “**Engagement**”) including any existing, past (including prior to the Engagement effective date), contemporaneous, or future employment, contracts, collaboration, assignments, projects, statements of work, services, and deliverables.

Please note that for convenience Get Superstars uses this Attachment template for both exempt and non-exempt employees, and also for independent contractors who are individuals or small organizations. Not all provisions will necessarily apply to you. Your status as a contractor, or alternately as an employee, is solely determined by your working relationship with Get Superstars, as set forth in your Agreement, and not by anything in this Attachment.

### 1. Duties

**1.1.** You will work to the best of your ability, and to the standards of your trade and profession.

**1.2.** If you are an “exempt” employee, or an independent contractor paid by the period or project, as specified in the Agreement or as subsequently agreed, you will devote as little or as much time and effort as is reasonably required to complete your duties, and you will not receive additional or overtime pay for extra time spent.

**1.3.** If your pay is specified by the hour or day, the following will apply. It is your responsibility to comply with any rules and procedures with respect to reporting work hours. You will briefly summarize work performed on a daily basis, including start and stop times and which project(s) apply. You are not authorized to perform any work that would be considered overtime, unless explicitly authorized by Get Superstars representatives. You will be paid for time actually spent on authorized work performed to applicable specifications and standards, timely submitted for payment with appropriate documentation.

**1.4.** If the Agreement or subsequent instructions specify minimum or maximum hours per day, week, pay period or project you are authorized only to perform that amount of time.

**1.5.** If you and Get Superstars sign a work order, development agreement, specification, bonus or commission agreement, or the like with respect to one or more tasks, projects, or range of work responsibilities, the terms of that document will apply with respect to those specific things, and will not otherwise serve to terminate, void, or supersede the Engagement Documents. The Engagement Documents shall continue to apply to your Engagement notwithstanding any integration clauses to the contrary that may be contained in subsequent agreements between you and Get Superstars, unless those agreements clearly and unambiguously specify otherwise in reference to the Engagement Documents.

### 2. Get Superstars facilities and resources

**2.1.** While at Get Superstars’ offices, or representing Get Superstars offsite (including among other things online, by email, and during travel and Get Superstars-related events), (collectively the “**Get Superstars Premises**”), you will honor all posted rules, policies, and instructions of Get Superstars representatives, on matters of workplace safety, security, conduct and discipline, appearance, professionalism, avoiding discrimination and harassment, company branding and public relations, and maintaining a productive work environment, among other things. In addition, work may be governed by employee handbooks, and other work-related rules and policies.

**2.2.** Get Superstars may make equipment, desk space, support personnel, electronic accounts, funds, meeting opportunities, and other resources available to team members at its discretion. These resources will at all times remain property of Get Superstars, which may at any time require you to return, cancel, or stop using them. You are admitted to Get Superstars Premises on a licensee basis only, and may remain and bring your personal effects to Get Superstars facilities only with Get Superstars' permission.

**2.3.** Any electronic mail, instant and private messages, phone logs and voice mail messages, electronic accounts (including their profiles, contents, and transactions), storage media and online storage, filing cabinets, desks and work areas, and internet connections Get Superstars provides you remain the property of Get Superstars, and are subject to inspection, revocation, reassignment, or use by Get Superstars at any time with or without notice, further subject to the terms of any proprietary information agreement that is part of the Engagement Documents.

### **3. Expenses**

**3.1.** Get Superstars will pay or reimburse your out of pocket costs only for authorized expenses. Expenses will be approved on a case-by-case basis. For reimbursement you must submit expenses timely using Get Superstars forms, tools, or services, supported by appropriate receipts. Get Superstars may enact an expense policy and extend standing expense authorizations from time to time.

**3.2.** Except as otherwise arranged you are responsible for your ordinary personal costs such as traveling to and from Get Superstars facilities, meals, parking, housing, personal taxes and insurance, training and self-improvement, personal supplies, portable computing devices, mobile phones, and the like.

### **4. Avoiding conflicts**

During your Engagement you will not do any of the following without the written approval of Get Superstars. To the best of your knowledge none of the following apply as of the date of this Attachment. You will notify Get Superstars if any of the following occur, or if circumstances raise a reasonable doubt that they do. You must also disclose any other situations that would reasonably be expected to give rise to conflicts of interest, in order to give Get Superstars a chance to ask for you to recuse yourself, resign, or otherwise avoid such conflicts.

**4.1.** Work outside the scope of your Engagement for, with, or to compete with, hinder, or assist, any party you know or should know to be a current or prospective customer, vendor, business partner, competitor, or investor of Get Superstars.

**4.2.** Perform work substantially similar to the work you perform for Get Superstars, or in the line of business of any Get Superstars project you are involved in, for any party that you met or learned of in the course of your Engagement.

**4.3.** Own more than 5% of the equity of a company other than Get Superstars, except to manage your personal investments that are either passive or noncompetitive with Get Superstars.

**4.4.** Enter or be subject to any contract, obligation, or commitment that is inconsistent with your duties under the Agreement or that are otherwise inconsistent with your Engagement.

**4.5.** Disclose to Get Superstars or incorporate into any Get Superstars products or services any trade secrets or other proprietary information or intellectual property that you know belongs to a prior employer or other third party, or otherwise infringe or violate the rights of any other person.

### **5. Certain events of termination**

Without limiting any remedies Get Superstars may otherwise have, and without altering the at-will nature of your Engagement, doing any of the acts enumerated in [Section 4](#) over Get Superstars' objection or without notifying Get Superstars, or committing material uncured or incurable breaches of the PICA, shall be grounds for immediate termination at Get Superstars' discretion. Should Get Superstars learn before or after terminating your Engagement that you have done any of them, then such termination shall be deemed "for cause" for all purposes, including with respect to any Get Superstars securities you may hold.

## **6. Providing information**

**6.1.** As a condition for your initial and ongoing Engagement, you will truthfully provide any information, and faithfully complete any forms, reasonably requested by Get Superstars. These may include, among other things, providing a resume, personal biography, work history, professional vita, tax withholding forms, identity verification, documentation of your eligibility to work in the United States (or other jurisdiction, if applicable), and any professional licenses or certifications useful or necessary for your position.

**6.2.** To the maximum extent permitted by law your initial and ongoing Engagement and any rights thereto and therein, including any compensation, benefits, equity ownership, or any other consideration or rights with respect to Get Superstars (including among other things statutory and common law employment rights) are all conditioned on the truth and accuracy of any material representations you make or have made in connection with obtaining and maintaining your position. Without limiting the foregoing, Get Superstars, shall be entitled to rely on, and shall be deemed to have so relied on, the truth and accuracy of information you provide, post publicly or online, or otherwise cause or caused to be communicated to Get Superstars.

**6.3.** Get Superstars reserves the right to conduct background investigations and/or reference checks on all of its potential and current contractors and employees in accordance with applicable law. Your initial and ongoing Engagement, therefore, are further contingent upon a clearance of such background investigations and/or reference checks, if any.

**6.4.** Unless otherwise agreed, Get Superstars may publicly describe your relationship with Get Superstars, including listing your name, image, biography as written by Get Superstars, and professional credentials, online and in promotional materials.

## **7. Ownership**

Except as agreed to in the PICA, all work performed, delivered, or produced for Get Superstars in the course of your Engagement, on Get Superstars time or at Get Superstars Premises, or using Get Superstars' resources or proprietary information, is considered a "Deliverable". Deliverables created to date or in the future are by this Attachment assigned to Get Superstars upon creation, subject to the PICA and any other pertinent policy or agreement in place with respect to ownership of physical and intellectual property. You will deliver all Deliverables to Get Superstars when complete, and on request.

## **8. Liability and risk of loss**

Except to the extent covered by Get Superstars insurance or as provided by applicable law, all risk and loss to you and your property, and the persons and property of all people you or others invite to Get Superstars Premises, are borne by the party suffering the loss, regardless of any claim of negligence or fault by Get Superstars. This provision is not intended to override any indemnification obligation arising from Get Superstars' Certificate of Incorporation, Bylaws, or other agreements you may have with Get Superstars.

## **9. Equity participation**

**9.1.** Except as otherwise specified or agreed, all equity grants promised in the Agreement or otherwise will be in the form of stock, or options to purchase stock, of Get Superstars.

**9.2.** Option grants are contingent upon and subject to: (a) the terms of Get Superstars' Equity Incentive Plan (the "**Plan**"), Plan documents, and grants under the Plan; and (b) your execution of and adherence to various Plan-related documents and agreements, including among other things an option notice and grant agreement, an exercise agreement. Exercise price for options will be set at the fair market value of the option shares as of the date of grant, as determined in good faith by the Get Superstars Board of Directors pursuant to an Internal Revenue Code Section 409A valuation. The arrangement is intended to achieve favorable tax treatment for both you and Get Superstars, but Get Superstars cannot guarantee any tax results. You should consult a personal tax advisor accordingly. Options are further subject to an exercise window at the end of your service for Get Superstars, after which they expire.

**9.3.** Except as otherwise agreed any grants of stock, and shares purchased under the Plan directly or by exercise of options, will be in the form of shares of Get Superstars Common Stock, and are contingent on and subject to your execution of a stock purchase agreement, stockholder agreement, and related agreements with respect to ownership of Get Superstars shares, as well as the terms of Get Superstars' Certificate of Incorporation and Bylaws, and various federal and state securities laws, all of which limit the transferability of shares. These may, among other things, provide for: (a) limitations or proxy requirement with respect to voting rights; (b) approval, "buy-sell" and first refusal provisions in the event of a proposed sale of equity by you; (c) restrictions or conditions on transferring, liquidating, pledging, granting options or other rights with respect to, or otherwise encumbering your equity, (d) escrow and "stop transfer" requirements to prevent unauthorized sales; (e) a "lock-up" period in the event of a public offering; and (f) procedures for issuing and paying for shares.

**9.4.** Grants of either options or shares are subject to vesting conditions. Except as otherwise specified, vesting is as follows.

**9.4.1.** The calculation of vesting is based on a "Vesting Start Date" that occurs on the first calendar day of the month after the first day of work for Get Superstars, which may or may not coincide with the date of grant. Vesting of shares that would have occurred prior to the grant date results in that number of shares being vested upon grant.

**9.4.2.** The default for any grant, unless specified others, is for shares or options to vest in equal monthly increments for 48 months starting on the Vesting Start Date, except that the initial months of Vesting occur all at once upon 12-month "Cliff".

**9.4.3.** Vesting continues only so long as you remain continuously engaged as a "Service Provider" to Get Superstars, as such term is defined in your grant documents. After that time Get Superstars may repurchase, and you will have no right to keep, any unvested shares, and in the case of options will lose any rights to options not exercised within the required period.

**9.5.** In the case of either options or shares, grants are further contingent on approval by Get Superstars' Board of Directors and in some cases shareholders and investors, and on your remaining with Get Superstars as of the date of grant.

## **10. At will status**

**10.1.** Unless specifically agreed otherwise in writing, your Engagement is and will always remain "at will", meaning either you or Get Superstars may terminate it at any time, with or without advance notice, for any reason or for no reason, with no further obligations accruing after the termination date.

**10.2.** Any statement made in the Engagement Documents or in the course of your Engagement regarding future events such as the duration of the relationship, possible long-term assignments, consideration for promotions, pay increases, equity, benefits, bonuses, commissions, milestones, and the like are all binding on Get Superstars only if made explicitly and in writing, are contingent on you remaining with Get Superstars at that time, and do not affect your at-will status or otherwise create other long-term obligations by Get Superstars. Any statement of your compensation, vacation pay, review periods, and so on may be stated on a yearly, fixed term, or periodic basis is only for convenience, and is not intended to create an obligation to the contrary.

## **11. Term and termination; survival**

**11.1.** Upon termination of your Engagement for any reason, (a) you will quickly wind down and thereafter cease performing further work for Get Superstars; (b) you will deliver all Deliverables and other work in progress that are not yet delivered; (c) you will submit a final time and expense statement to Get Superstars, as applicable, and Get Superstars will settle all outstanding balances, after applying and offsetting any debts or liabilities owed by either you or Get Superstars as may be permitted by law; and (d) you will return (or as instructed destroy and certify destruction of) all Get Superstars property. Assignment and delivery obligations with respect to property, and your other post-termination duties, are separate from and may not be withheld or conditioned upon settling accounts with Get Superstars, notwithstanding the existence of any disagreement or dispute with respect to payment. Upon termination [Section 2.3](#) and [Section 7](#) are to survive indefinitely. [Section 5](#), [Section 6](#), [Section 8](#), [Section 9](#), [Section 11](#), and [Section 13.2](#) shall survive as long as necessary to wind down and resolve any matters between Get Superstars and you. Other Engagement Documents may specify that certain of their provisions also survive termination.

## **12. Personal to you**

Get Superstars has chosen you for your unique expertise, skills, reputation, credentials, and personal fit. Your Engagement is therefore personal to you, and you may not assign, delegate, or subcontract any duties, or other rights or responsibilities, to third parties, voluntarily or by operation of law.

## **13. Independent contractor status.**

The following additional terms apply solely to independent contractors.

**13.1.** The sole relationship between you and Get Superstars is that of independent contractors. Nothing in the Engagement Documents or course of conduct of your Engagement is otherwise intended to produce a partnership, joint venture, or agency relationship, or an employment arrangement with you. You are not an agent of Get Superstars and are not entitled to make any commitment, representation, or contract on Get Superstars' behalf except as expressly authorized.

**13.2.** As a contractor, various provisions of employment law such as mandatory vacation time, overtime pay, and health insurance are your responsibility. You will pay all contract fees, expenses, and any other debts, comply with all labor laws, and honor all legal and contract requirements with respect to your vendors, any employees or subcontractors of yours, and taxing authorities, including as may be necessary making required tax withholdings and payments, obtaining and verifying licenses and registrations, and duly filing all forms and reports, required by any tax or regulatory authority. Get Superstars may report your compensation on IRS Form 1099 as required.

**13.3.** You are free to take outside projects and assignments as a contractor, but may not enter any contract or otherwise undertake any obligation inconsistent with your Engagement, as a matter of workload and complying with any terms regarding conflicts and related duties.

## **14. Other provisions**

The following shall apply to all matters with respect to your Engagement and the Engagement Documents.

**14.1. Notices and delivery.** All notices may be made in person, by bonded local or nationally recognized courier service, or by electronic delivery if personal receipt is confirmed or acknowledged. Except as required by law, all signatures, documents, and communications may be made electronically.

**14.2. Modification and waiver.** Any modification of or waiver of any party's rights under the Engagement Documents must be in writing, signed by the party against whom the modification or waiver is sought. A waiver of a breach or condition of the Engagement Documents does not constitute a waiver of any other breach or condition, or a subsequent breach or condition, of like or different nature, under this Agreement or any other agreement between the parties.

**14.3. Disputes.** All controversies and disputes concerning or arising directly or indirectly from your Engagement and the Engagement Documents shall be resolved as follows.

**14.3.1.** The Engagement Documents and the circumstances of your Engagement are to be governed by, and construed in accordance with, the laws of the place of your Engagement (the "**Jurisdiction**"), which shall be presumed to be the state in which the headquarters of Get Superstars is located.

**14.3.2.** Disputes shall be resolved in the Jurisdiction, at a location most convenient to the headquarters or other offices of Get Superstars, unless applicable employment laws require cases with respect to employees to be heard elsewhere.

**14.3.3.** Either party may move for injunctive relief before a court of competent jurisdiction in the Jurisdiction with respect to enforcement of the PICA, or other matters to which specific performance may apply. With the exception of such injunctive matters, each party, as a condition precedent to bringing legal action against the other, must notify the other of its intent to do so, and attempt to reach resolution thereof by mediation or informal negotiation. Should the parties be unable to resolve their dispute within 30 days, either may compel confidential binding arbitration by agreeing to pay fifty percent of the pre-resolution arbitration fees upfront, subject to the prevailing party provisions in [Section 14.3.4](#), with the second party to pay the remaining fifty percent, provided that if by virtue of employment-related law the second party cannot be required to pay the remainder of the arbitration fees, or cannot be required to pay the prevailing party costs under [Section 14.3.4](#), the first party shall have the option of either: (i) going ahead with arbitration, paying all costs thereof, or (ii) withdrawing its demand for arbitration, whereupon the party bringing the claim may do so in a court of competent jurisdiction. This includes, but is not limited, to any claim alleging harassment, discrimination, unpaid wages or other compensation, or any other tort or breach of contract claim.

**14.3.4.** To the maximum extent permitted by law, the prevailing party shall be entitled to recover its costs (including without limitation arbitration fees, filing fees, and reasonable attorney's and witness fees, and other expenses) in connection with any arbitration or litigation action, and all appeals thereof, provided that in actions for which employment or other laws provide that recovery of costs may not be sought against one party, then recovery of costs may not be sought against the other.

**14.3.5.** Notwithstanding the foregoing, matters within the jurisdictional limits of small claims court may be heard there.

**14.4. Plain English construction.** The Engagement Documents are drafted in plain English where practical so that non-lawyer parties may better understand their terms. Where reasonable, terms are to be given their common English meaning except as specifically designated (generally, definitions are capitalized, with the definition or first reference quoted and in bold). Statements that things "are" or "will be" a certain way, and their grammatical variants (rather than "shall be" and are "hereby" that way), are intended to be legally operative contract promises and not mere descriptions or observations of fact. Headings are for convenience only and are not part of the agreement between the parties.

**14.5. Entire agreement.** The Engagement Documents collectively embody the final, complete and exclusive agreement of the parties, and supersede and merge all prior discussions between the parties, with respect to the subject matters thereof. However, each party's obligations thereunder are in addition to and not in place of any obligations under the following: (i) assignment, nondisclosure, proprietary information, or similar agreements executed separately; and (ii) detailed mutually agreed to specifications, work orders, statements of work, and the like, that are not attached.

**14.6. Successors and assigns.** The provisions of this Attachment inure to the benefit of, and are binding on, Get Superstars and its successors and assigns on the one hand, and on you and your representatives, heirs, legatees, distributees, assigns and transferees by operation of law on the other, whether or not these parties become a party to this Attachment and have agreed in writing to be bound by its terms and conditions.

**14.7. Voluntary and Knowing Agreement.** Both parties have read and fully understood all of the Engagement Documents and have had the opportunity to seek and consult with outside legal counsel prior to executing them. The Engagement Documents and any project specifications are mutually negotiated and drafted, and both parties waive the benefit of any presumption in favor of non-drafters of agreements. Nothing express or implied in these documents confers any rights, remedies, obligations or liabilities on any third party. In the event any portion of any of the Engagement Documents is held to be invalid or unenforceable, the remaining provisions of the Engagement Documents are to remain effective.