



Front Sheet

This Front Sheet and the terms and conditions attached at Schedule A (the “Terms”) set out the terms which govern the agreement between: LOI DIGITAL LTD with company number 14801102 whose registered address is at 2nd Floor Connaught House, 1-3 Mount Street, (Entrance Via Davies Street), London, United Kingdom, W1K 3NB (“LOI” or the “Company”); and Quetta Lawson LTD (handle: quettalawson) whose address is at 11 Evesham Avenue, Whitley Bay, England, NE26 1QR (the “Creator”), represented by Lucy Stewart-Adams (lucy@tbhtalent.com) in connection with Creator’s services in promoting HINGE INC (“Hinge” or the “Brand”). The parties hereto agree as follows:

The Front Sheet and Terms together shall be (the “Agreement”).

Services:

Campaign Name: Evergreen H2 | 2024

Creator shall deliver:

- One (1) TikTok dedicated video in vertical full-screen format (minimum 15 seconds / maximum 60 seconds) following the value propositions provided in the Brief (“Creator Creative Brief”).
- Extra content: One (1) dedicated video for paid media in 9x16 format. Content shall be delivered raw, unedited, and footage shall be recorded based on the script co-created and approved by the brand; and filmed in separate clips as per the Brief.
- The Creator must share a Creative Concept for their video and extra content (the “Concept Deliverable”) with the Company for approval prior to filming.
- Content Material must comply with any technical requirements and video delivery guidelines outlined by the Company in the Brief (“Creator Creative Brief”).

Post(s) Details:

Creator will execute the following social media post (collectively, the “Creator Posts”) and post it on their respective TikTok channel. The Creator Post is subject to the post requirements set forth below:

- The Creator shall publish their respective pieces of Creator Content on the Creator’s official TikTok account [[@quettalawson](#)];
- Any Post by a Creator (as applicable, including any videos) shall include #HingePartner and “AD” in the caption, or other tag and caption as may be mutually agreed by the parties.
- Posts will tag @Hinge and any other hashtags, tags or links provided by Hinge and as agreed to by the parties. Creator shall not use any other hashtags unless approved by Company in writing (email is sufficient).
- Creator to include a custom UTM link provided by Hinge (the “Link”) in their account bio for a minimum period of one (1) week following each Post.
- Creator must share social analytics for all Creators Posts with Company approximately fourteen (14) days after the final post date. Creator payment will only be released upon receiving analytics (Screenshots of the insights of Campaign Post).

Posts Requirements:

- Creator must share their Post caption with Hinge for approval before posting.
- As directed by the platforms, Creator must agree to NOT use the branded content toggle on TikTok nor the paid partnership on Instagram.
- Creator must keep Posts on their channel for one (1) year following the posting date .
- TikTok videos should be posted without TikTok watermark or any other watermarks.
- If Creator has the ability, Creator must restrict their audience to adult viewers only.
- If the platforms remove a TikTok or Instagram Post, Creator must upload the Post to another make-good platform with a similar following base, engagement rate and views, as mutually agreed by Company, Hinge and Creator.
- Posts shall comply with all terms of service or other requirements and guidelines of social media platforms, including with respect to paid partnerships and branded content.



	<p>The Brand (“Hinge”) will have up to one (1) round of factual revisions. All Content Material must conform to the Creator Creative Brief. If Content Material does not conform to the Creator Creative Brief, the revision request shall not count towards the three (3) rounds of revisions as stated above.</p> <p>Campaign Timeline:</p> <ul style="list-style-type: none">• Creative Concept Due: 28 November 2024• Content Due: 03 December 2024• Round 1 - Edited Content Due: 04 December 2024• Round 2 - Edited Content Due: 06 December 2024• Round 3 - small edits only 2024• Content Live: 09 December (and no later) 2024• Insights from Content Due: 14 days after content goes live (23/12/2024) <p>This timeline is not flexible and by signing this agreement Creator agrees to meet the above deadlines, unless agreed otherwise with the Company in writing (email is sufficient).</p> <p>Intellectual Property</p> <p>Absolutely no third-party IP (PEOPLE, BRANDS, LOGOS, CHARACTERS, ETC) is to be included in the Content Material. If third-party IP is included, the revision shall not count towards the three (3) rounds of revisions as stated above. Hinge shall confirm that the Script Deliverable does not include third-party IP before requesting revisions of the Content Material.</p> <p>Raw Files:</p> <p>A “Raw File” version of Content Material should be saved without filters, text overlays, background music, stickers, watermarks, etc. All raw (unedited, unfiltered, with no music and overlays and no stylistic features added) files (“Raw File”) of any video assets produced are to be delivered to Hinge in accordance with the delivery method outlined below. The Raw File shall be filmed without any filters. If the Raw File does not conform to Hinge’s policies, Hinge will determine in its sole discretion to reject the content and Creator shall film additional conforming raw Content.</p> <ul style="list-style-type: none">○ Deliver as a direct download only, screen recording does not suffice○ Delivery method: Google Drive, Dropbox, WeTransfer, (.mp4 file) <p>Creator retains ownership of the intellectual property in the Content Material, and the Content Material shall not be considered Work Product. During each respective Usage Term, Creator must grant to Hinge and their affiliates and agents a licence (limited to the United Kingdom and Ireland) to repost the Content Material on any and all owned and operated digital and social media channels solely in connection with the Campaign, and to amplify (including using paid promotion) on such channels during the respective Usage Term. For the avoidance of doubt, this licence shall not include television or video streaming licences and shall solely be for online digital and social media.</p>
Effective Date:	Upon signature of this Agreement
Term:	From the Effective Date and until the expiration of the Usage Term
Fees:	Ten thousand five hundred dollars [\$10,500 USD]
Payment Schedule:	<p>The Fees shall be paid following receiving analytics of the content posted or after completion of the Services and within 30 days from receipt of a valid invoice.</p> <p>The Creator irrevocably authorises the Creator’s Agent to submit invoices and receive payment of all sums due to the Creator under this Contract on the Creator behalf. The Creator irrevocably authorises and requests that the Company pays all sums due to the Creator under this Contract to the Creator’s Agent on submission of invoices by the Creator’s Agent.</p>




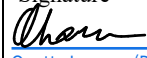
**Special
Conditions:**

- Hinge will not work with Creators involved in any public controversy prior to the Agreement that may be detrimental to the Hinge brand.
- Creator must have access to and be active on their own personal Hinge account.
- Hinge reserves the right to vet the Creator's Hinge account prior to approval. If the Creator was previously or becomes banned by Hinge, Hinge and the Company reserve the right to terminate this Agreement without any financial liability.
- If Creator cannot adhere to the Brief ("Creator Creative Brief"), the Company and the Brand reserves the right to terminate this Agreement without any financial liability.
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 - **Usage Term:**
- Use of the Content Material may only be used as set forth below: Notwithstanding anything set out in the Agreement, during the Usage Term (as defined below), Creator grants to Hinge a non-transferable, royalty-free licence to use the Content Material only as set forth below for the purpose of the Campaign.
 - i. Usage Term: The Usage Term for Content Material will exist for a period of four (4) months as follows:
 - a. Organic Usage: Beginning on the first posting or live date by Creator.
 - b. Paid Usage: Beginning on the first public use by Hinge.
 - ii. Usage Territory. The Usage Territory is the United States, Canada, United Kingdom, Ireland, Australia, New Zealand, Norway, Finland, Netherlands, Denmark, and Sweden ("Territory").
 - iii. Usage Type: Full online and social media licensing, including Hinge owned or operated branded channels, apps and websites (e.g., boosting/whitelisting, dark posting, paid social, organic social, reactive PR during the Usage Term with archival rights in perpetuity and no obligation to remove after posting provided not actively promoted after the Usage Term, etc.). As Campaign Content includes use of whitelisting/dark posting, Creator agrees to authenticate their Facebook Business Account and Instagram Creator Account and approve Hinge as a business partner granting advertising access. Hinge retains the right to modify and edit Content Material during the Usage Term, such modifications and edits to not portray the Creator in a negative light. Hinge may edit any captions for promotional and advertorial purposes. Usage to include dark posting even for content solely posted to TikTok (for example, Hinge may upload raw files as a dark post and boost through Creator's handle on FB/IG). As Campaign includes use of TikTok Branded Content Ads, Creator must: 1) send the advertiser's code to Company within 24 working hours of Content Material live date, unless otherwise directed by Company; 2) select an authorization period for the ad code of at least ninety (90) days; and 3) adhere to any other reasonable requirements instructed by Company. Any withholding of the code or failure to adhere to these provisions may be considered a material breach of the applicable Creator Agreement. If such breach occurs, Creator must cure such breach in order to provide Hinge usages of original or alternate content for the full time period. Usage rights include archival rights and an option to renew usage on a case-by-case basis subject to a mutually agreed upon renewal rate between Creator, Company and Hinge. All of the above subject to mutual agreement between Creator, Company and Hinge.
- All additional usages are subject to additional fees (to be negotiated with Creators by the Company) and shall be contemplated in good faith between the Parties in an amendment to this agreement.
 - **Exclusivity:**
- Creator to agree to an exclusivity period of three (3) months from the date that Creator first posts the Content Material on social media as contemplated herein , unless otherwise mutually agreed in writing ("Exclusivity Period").



	<ul style="list-style-type: none">During the Exclusivity Period, Creator shall not provide paid (i) social media endorsement, (ii) sponsorship services or (iii) materials for Bumble, Badoo, Thursday, Raya, Coffee Meets Bagel, Grindr, HER, Happn, Lex, Feeld, Snack, Once, Lovoo, Fruitz or Fruitz, or any other dating or social discovery application or website, unless otherwise mutually agreed in writing.Company and Hinge further acknowledge and agree that other than for the purposes of creating and posting the Content Material, Creator shall not have any exclusivity to Hinge for the Campaign. For the avoidance of doubt, no third-party products or intellectual property shall be included in any Content Material unless otherwise approved in writing by the Company or Hinge. <p style="text-align: center;">General Obligations:</p> <ul style="list-style-type: none">The parties agree to meet from time to time to consult in good faith with each other over the produced content and artistic direction of the Pieces (collectively the “Content”) provided that Company and Hinge shall, in its absolute discretion, have final editorial and artistic control over the Content. <p style="text-align: center;">The Creator agrees that it shall:</p> <ul style="list-style-type: none">Render the Services to the highest professional standards and in accordance with Company’s and Hinge’s instructions and requests from time to time;Not make any commercial use of the Content or its role in, or association with the Content;
Note:	<ul style="list-style-type: none">Please note that the Company is unable to process any payments until a signed contract is in place.

By signing a copy of this Front Sheet, the Creator agrees to be bound by the terms of this Agreement.

COMPANY - LOI DIGITAL LTD	Creator – QUETTA LAWSON LTD
Signature  <u>Alice Johnston (Dec 19, 2024 15:02 GMT)</u>	Signature  <u>Quetta Lawson (Dec 19, 2024 11:43 GMT)</u>
Name: ALICE JOHNSTON Duly authorised for and on behalf of LOI DIGITAL LTD.	Name: QUETTA LAWSON Duly authorised for and on behalf of QUETTA LAWSON LTD
Title: MANAGING DIRECTOR	Title: Creator
Date:	Date: 19/12/2024

Schedule A - Terms and Conditions

THE SERVICES LOI Digital LTD (the “Company”) requests that the service provider from whom the Company purchases the Services defined above (“Creator”) shall deliver and Creator hereby agrees to deliver to Company certain services (collectively, the “Services”), as agreed by the Company and Creator subject to and in accordance with these Terms & Conditions (this “Agreement”). Company and Creator are each sometimes referred to as a “Party” and collectively referred to as the “Parties”.

- Representations and Warranties:**

Creator represents and warrants that: (a) Creator has the full and unrestricted right and authority to enter into and perform and grant the rights hereunder and has no conflicting commitments or obligations that would interfere with their respective ability to perform the services required and grant the rights herein granted; (b) Creator will have or has duly licensed all right, title and interest to all the Work and the Creator Content and Company or Brand’s use of the Work and/or the Creator Content will not infringe upon any other agreements nor violate the copyright, rights of privacy and/or publicity, or any other intellectual property, proprietary or other rights of any third party; (c) no claim of such infringement or violation been threatened or asserted against Creator for the Work; (d) Creator Content Materials must be in compliance with Federal Trade Commission (“FTC”), Advertising Standards Authority (“ASA”), or other regulating local law equivalent; (e) Creator is over the age of eighteen (18); (f) Creator has read the Agreement and fully understand the meaning and effect thereof; (g) Creator has not acquired the number of social media followers Creator has as of the Effective Date, nor shall Creator



acquire any social media followers during the Term, by means of any automated program or similar technique/method, or fraudulent behaviour of any kind, and any representation Creator has made to Company with respect to the number of social media followers Creator has acquired is truthful and accurate; (h) in the Creator Content, Creator shall clearly and conspicuously disclose Creator's affiliation with Brand in accordance with the FTC Endorsement Guides, in a form and with a placement to be approved by Brand; (i) any claims Creator makes about Brand or Brand's products or services shall reflect Creator's honest and truthful opinions; (j) Creator will comply with Company's Social Media Standards of Conduct, attached hereto and incorporated herein, (k) Creator will not make any claims about Brand's product that are not in accordance with the product's label; (j) Creator will not engage in any conduct that is detrimental to the reputation of Brand or its products; (k) Creator is not a member of any union or guild such as SAG AFTRA. If Creator is a member of any union or guild such as SAG AFTRA, Creator recognizes that the Services requested are to be considered non-union and Company and Brand will not be subject to any fees or further compensation by a union, guild or similar entity.m

- **Termination and Morals:**

If Creator commits any act, or is accused of committing any act, involving moral turpitude under any laws or which, in Company's reasonable sole judgment, is likely to adversely affect the reputation of Creator, Company or Brand or has so conducted him/herself, in the past and information in regard thereto becomes public during the Term, or Creator commits any crime or breaks any laws involving moral turpitude, or Creator materially changes Creator's appearance at any time between the Effective Date and completion of all services by Company, or Creator takes any action against Company or Brand or makes or authorizes any statements in derogation of Company or Brand then such event, commission, involvement or statement constitutes a material breach of this Agreement, and in addition to any other rights and remedies that Company may have hereunder or at law or in equity, Company shall have the right to terminate this Agreement at any time without further liability or financial obligations hereunder. Notwithstanding the above, (a) if an Event of Force Majeure (as defined below) occurs, or (b) if Brand terminates the Campaign to which Creator's services relate, or (c) if Company terminates for convenience (as opposed to Creator's breach of this Agreement) then in each case, Creator shall only be entitled to payments accrued as of the date of such termination (i.e., the pro rata portion of any compensation paid or payable to Creator up to and including the date of such termination). Any overpayment or prepayment for services not yet rendered shall be returned to Company. "Event of Force Majeure" is defined as a natural catastrophe, labour dispute or strike, act of God or public enemy, war, pandemic, municipal ordinance, state or federal law, governmental order or regulation or any other similar cause beyond the parties' control that adversely affects Creator's services or the Permitted Parties' rights to use/create the Creator Content.

If Creator becomes unresponsive or fails to communicate with the Company for a period of [14 days], the Company reserves the right to terminate this contract without any obligation for further payment.

- **Additional terms**

Creator agrees to keep confidential the terms of this Agreement, any information relating to the Project and any other information of Company or Brand that would reasonably be considered to be confidential under the circumstances, including, without limitation, the compensation paid hereunder. This confidentiality obligation shall survive the expiration of the Term or termination of this Agreement for any reason.

With respect to Creator Content, no other sponsored posts shall be made on Creator's platform account on the same date as the Creator Posts are posted pursuant to this Agreement.

During the Term of the Agreement and for a period of three (3) months thereafter, Creator shall not provide any services substantially similar to the Services being provided to Company or Brand hereunder or otherwise do an endorsement deal with any Competing Service, wherein "Competing Service" means: Bumble, Thursday, Raya, The League, Coffee Meets Bagel, Grindr, HER, Happn, Lex, Feels, Snack

During the Term and for a period of six (6) months thereafter, the Creator shall not, at any time, disparage or otherwise say anything negative about Brand or its services, and will not otherwise engage in any action which could cause harm to Brand's reputation or business interests.

The Creator Posts shall not contain any obscene, indecent, inappropriate, hateful, tortious, defamatory, slanderous, or libelous material; the Creator Content will not be sexually explicit or suggestive, profane or pornographic, violent or derogatory of any ethnic racial, gender, religious, professional or age group; the Creator Content shall not promote alcohol, illegal drugs, tobacco, firearms/ weapons (or any use of the foregoing), or any activities that may appear unsafe or dangerous.

Creator Posts shall not contain any material owned by third parties for which Creator does not own or obtain the intellectual-property rights. By submitting any Creator Content to Company or Brand, Creator represents and warrants that it has all intellectual property rights necessary for such Creator Content to comply with the terms set forth in this Agreement.



Company or Brand may, in its sole discretion, issue a written (email sufficient) takedown notice (“Takedown Notice”) to Creator in connection with any published Creator Post. Within twenty-four (24) hours of receipt of such Takedown Notice, Creator shall cause the post that is the subject of the notice to be removed from any public channel and no longer be distributed.

Creator will not promote Brand or any service of Brand in any manner other than expressly provided by the Agreement. In promoting Brand, Creator will only use content or other creative that has been provided or approved in writing (email is sufficient) by Brand or Company.

- **Relationship:**

Creator is an independent contractor, not an employee or agent, of Company or Brand. Nothing in the Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture. Creator will not be entitled to any pension, deferred compensation, welfare, insurance or other employee benefits afforded by Company or Brand on account of Creator’s performance under this Agreement.

Company reserves the right to monitor Creator compliance with the terms of this Agreement and to withhold compensation and/or terminate Creator’s engagement or participation in the Project in case of breach of this Agreement by Creator.

- **Compensation:**

Company shall pay the Creator the sum stated in the Fee Section on the Front Page. All invoices shall be paid within thirty (30) days of receipt of a valid invoice by Company pending receipt of campaign funds from Brand (if campaign funds are received late from Brand, Company will make a reasonable effort to receive from Brand as quickly as possible to remit payment to Creator).

Creator shall be responsible for all of their respective federal, state and local taxes, if any, and any other costs and expenses associated with fulfilling obligations hereunder.

- **Payment Delay Clause:**

In the event of any delay in the delivery of agreed-upon services by Creator, the Agency reserves the right to impose a late payment penalty. For each day of delay beyond the agreed-upon delivery date, a penalty of 5% of the total payment amount specified in this agreement will be deducted from the final payment.

The Creator acknowledges and agrees that this penalty is a reasonable estimate of the damages that the Agency would incur as a result of such delays and is not intended to be punitive. The deduction shall commence from the first day of delay and continue until the services are delivered, up to a maximum deduction of 30% of the total payment.

The Agency may, at its discretion, consider exceptions to this penalty clause in cases of force majeure or circumstances beyond the reasonable control of the Creator, provided that the Creator promptly communicates such circumstances to the Agency.

- **Data Protection:**

The Creator acknowledges and agrees that in the course of providing the services outlined in this agreement, the Company may need to share personal data with the Brand for the purpose of delivering the Content Material to the Brand.

Data Shared: The personal data shared may include, but is not limited to, the Influencer's name, contact details, and any other information necessary for the proper delivery of services and content.

- **Miscellaneous:**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, replaces and supersedes any prior understandings and agreements (written or oral) between the parties with respect to the subject matter hereof, and shall not be modified except by a written document executed by all parties. If any part of this Agreement is deemed by a court of law to be unenforceable, the remainder of this Agreement will remain in full force and effect. The waiver by either party of a breach of any of the provisions of this Agreement by the other party shall not be construed as a waiver by the non-breaching party of any subsequent breach. If any provision of this Agreement shall be found invalid, illegal or unenforceable, the offending language shall be deemed stricken from the Agreement without affecting the validity, legality and enforceability of the rest of the Agreement. Creator acknowledges that this Agreement has been prepared on



behalf of Company by counsel to Company and that this counsel does not represent, and is not acting on behalf of, Creator. Creator has been provided with an opportunity to consult with Creator's own independent legal counsel with respect to this Agreement, and has either done so or has voluntarily chosen not to. The Agreement may be executed in counterparts, including electronically, each of which when so executed shall be an original and all of which shall constitute one and the same agreement.

- **English law applies to the Agreement:**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual claims) shall be governed by and construed in accordance with the law of England and the Courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.