

ABIT CO-OWNERSHIP AGREEMENT

This is binding contract (the “**Agreement**”) is executed on 7/6/23 (“**Execution Date**”).

By and Amongst:

I. Dan Mace, (hereinafter individually and collectively referred to as “**YouTube Creator**” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean its successors-in-interest and permitted assigns) of the **FIRST PART**

AND

II. John Doe, (hereinafter individually and collectively referred to as “**Co-Owner** ” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean its successors-in-interest and permitted assigns) of the **SECOND PART**

AND

III. aBit, (hereinafter individually and collectively referred to as “**aBit**” or “**Platform**” or “**aBit Platform**” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean its successors-in-interest and permitted assigns) of the **SECOND PART**

WHEREAS, the YouTube Creator is engaged in the production and creation of a video titled **The Sound of Silence** being broadcasted on YouTube platform.[5] (“**Video Content**”).

WHEREAS, the YouTube Creator is looking to build an exclusive community for its audience and raise funds by selling co-ownership rights in its Youtube Video.

WHEREAS, the Co-owner wishes to acquire co-ownership rights of the YouTube Creator’s Youtube Video on the **aBit Platform** to become a member of the exclusive community of the YouTube Creator for a period of 2 month which will entitle the Co-owner to certain perks provided by the YouTube Creator AND to get proportional right in the Adsense of the Youtube Video.

1. **DEFINITION**

1.1 Co-Owner - Co-Owner means the person acquiring a Co-Ownership Right in the Youtube Video of the YouTube Creator by paying \$32 through aBit Platform.

1.2 Co-Ownership Rights - Co-Ownership Rights includes:

(a) Becoming a member of the exclusive community of the YouTube Creator on aBit Platform.

(b) Becoming entitled to Additional Perks provided by the YouTube Creator based on its discretion.

(c) Becoming entitled to earn 0.24% of adsense of the Youtube Video of the YouTube Creator (“**Adsense Rights**”).

1.3 Youtube Video - Youtube Video means the Video titled “**The Sound of Silence**” created by the YouTube Creator which is broadcasted on Youtube’s Website or Application.

1.4 Youtube Creator - Youtube Creator means the person who has created the Youtube Video.

1.5 Additional Perks - Additional Perks includes:

(a) Polls to influence the Thumbnail and Title of the next Youtube video of the YouTube Creator.

(b) A chance to Pitch your story idea for Dan's Channel.

(c) A chance to Deep dive into 'The sound of silence' through the director's analytical lens.

(d) A chance to get on a weekly Video call with Dan and ask him anything.

(e) A chance to apply for a job opportunity to be a part of JOE Los Angeles Headquarters.

(f) Access the soundtracks of the video. Also, understand the sound engineering of the video.

1.6 Adsense Revenue - Adsense Revenue means the amount actually paid by Youtube to the Content Creator for the Ads played on the Youtube Video.

1.7 Adsense Payouts - Adsense Payouts means monthly payouts from the Youtube Creator to the co-owners via aBit Platform for their Adsense rights.

2. **OVERVIEW**

2.1 The purpose of this Agreement is to provide the Co-owner with the right to earn proportional ad-sense of the YouTube Creator’s Youtube Video and become a member of the exclusive community of the YouTube Creator by acquiring co-ownership rights through monetary means.

2.2 By becoming a co-owner, the co-owner will be entitled to certain Perks which will be provided by the YouTube Creator on its own discretion.

2.3 YouTube Creator is provided with an opportunity to raise funds from its audience by building an exclusive community via aBit.

3. GENERAL

3.1 The transactions described in this Agreement are facilitated by the aBit Platform.

3.2 aBit is neither a buyer or seller of the Co-ownership rights and is purely a platform facilitating the transaction between the YouTube Creator and the Co-owner and also providing a platform to YouTube Creator to build the exclusive community.

3.3 This Agreement also governs subsequent transactions between Transferors and Transferees (as defined below).

3.4 By acquiring a Co-ownership right and / or using aBit's Platform, the Co-owner agrees to be bound by:

(a) aBit's Terms of Service, aBit's Privacy Policy, and the Risks Associated with it, published on the aBit Website.

(b) This Agreement.

If there are any conflicting provisions between this Agreement and aBit's Terms, the relevant provision of this Agreement will apply.

4. ADSENSE PAYOUTS

4.1 The Co-ownership Rights entitles the Co-owner to receive AdSense Payout (subject to administrative fees, payment gateway fees, if applicable).

4.2 However, such AdSense Payouts shall be limited to amount paid by Youtube to the Youtube Creator as AdSense Revenue and not amounts arising out of any sponsorship being showcased through the Video Content or any other indirect income arising to the YouTube Creator out of the Video Content through any other platform.

4.3 The AdSense Payout information will be made available on the Co-owner's account on the aBit Platform. The YouTube Creator shall not sell, assign, or otherwise transfer its percentage of the AdSense Revenue in such a manner that it would materially affect the Co-owner's AdSense Rights and, further, any such transfer without the Co-owner's and aBit's prior written approval shall be void, except as the result of a claim.

4.4 aBit shall have the right to request reasonable documentation and integrations from Youtube Creator to ascertain the AdSense Revenue on the Youtube Video.

5. ADDITIONAL PERKS

5.1 In addition to the Adsense Rights, the Co-owner may be entitled to certain Additional Perks.

5.2 In order to receive Additional Perks to which the Co-owner is entitled as a result of its acquisition of Co-ownership Rights, the Co-owner must abide by any rules or conditions placed on such Additional Perks by the YouTube Creator in writing.

5.3 The Co-owner understands that the YouTube Creator can unilaterally place certain conditions for receiving Additional Perks and/or modify the rules related to Additional Perks from time to time, provided that such modifications are approved by aBit's Platform.

5.4 To the extent permitted under applicable laws, the Co-owner agrees to completely release and promise never to sue the YouTube Creator or aBit Platform for any loss, harm, or damage arising out of the Additional Perks.

5.5 Further, the Co-owner shall waive any claim against the YouTube Creator or aBit Platform for failing to provide an Additional Perk in any specific format or at any specific quality standard. The Co-owner agrees to take any Additional Perk in an 'as is' condition.

6. TERM

6.1 The Co-owner's right to receive the Adsense Payouts begins on the date the Co-owner acquires the Co-ownership rights through aBit Platform. Adsense Rights will continue for as long as the Youtube Video exists on the Youtube Platform and the YouTube Creator is receiving Adsense Revenue from Youtube on the Youtube Video.

6.2 The Co-owner's membership right in the exclusive community of the Youtube Creator on aBit Platform will continue for a period of 2 months starting from the day they acquire the co-ownership rights through aBit Platform.

7. PAYMENT OF ADSENSE PAYOUTS TO THE CO-OWNER

7.1 The Adsense Payouts will be paid directly into the Co-owner's Bank Accounts after aBit platform's designated account's receipt of the Royalties from the Youtube Creator, subject to the accounting intervals set forth in YouTube Creator's agreement with YouTube Creator's distributor, which such parties may determine in its sole discretion.

7.2 YouTube Creator shall make available the Adsense Revenue on the 5th day of every month to aBit in order for aBit to distribute the same among the Co-owners through its platform.

7.3 Co-owners hereby waives any audit right against the YouTube Creator with respect to the accounting of the Adsense Revenue.

8. TAXATION OF ROYALTIES SHARE

8.1 Insofar as any AdSense Payout that is due under this Agreement is subject to any tax, duty, levy, or other government imposition, the Party receiving such AdSense Payout shall agree to bear any and all such taxes, duties, levies or impositions. Each Party hereby authorizes the other Party to withhold such taxes, duties, levies or impositions from such AdSense Payout in accordance with this Agreement if either Party is required to do so under the laws of the United States or any country in the Territory where such taxes, duties, levies or impositions are payable. Whenever a Party deducts such tax, duty, levy or imposition from any payments due, then it shall furnish the other Party with a certificate showing the payment of thereof to the United States or any country in the Territory.

8.2 In the event any AdSense Payout which is due under this Agreement are subject to value added taxation by any government, then the Party receiving the AdSense Payout shall bear such value added tax in full. Notwithstanding anything herein to the contrary, the Party making the payment of AdSense Payout shall have no liability for any value added tax directly or indirectly relating thereto.

9. CONFIDENTIALITY

9.1 This Agreement grants the Co-owners the Co-ownership Rights. This Agreement does not grant the Co-owners any intellectual property rights in any work, recordings, composition, or image belonging to the YouTube Creator, nor does this Agreement grant the Co-owners any rights to any other source of revenue or income of the YouTube Creator other than the AdSense Rights and Additional Perks.

9.2 Further, the Co-owners shall not use the Co-ownership rights for any illegal purposes.

9.3 Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that, for the term of this Agreement the receiving Party shall keep completely confidential and shall not publish or otherwise disclose and shall not use for any purpose other than proper performance hereunder any information furnished to it by the other Party pursuant to this Agreement, except to the extent that it can be established by the receiving Party by competent proof that such information:

- (a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the other Party;
- (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party;
- (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement;
- (d) was disclosed to the receiving Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the disclosing Party not to disclose such information to others; or

(e) was independently developed by or for the receiving Party by persons not having access to such information, as determined by the written records of such Party.

10. PAYMENT GATEWAY FEES

10.1 The Co-owners shall be responsible for payment of payment gateway fees amounting to \$2 to the aBit Platform in order to acquire the Co-ownership Rights.

10.2 In case of purchase of a Co-ownership rights, the payment gateway fees shall be additionally added to the purchase amount.

11. AUTHORITY

11.1 The YouTube Creator and Co-owners each represent and warrant that they have the power, capacity, and authority to enter into and implement this Agreement. YouTube Creator further represents and warrants that it has the power, capacity, and authority to grant the Adsense Payouts and any Additional Perks to the Co-owners.

12. RELEASES AND LIMITATION OF LIABILITY

12.1 To the maximum extent permitted by applicable law, the Co-owners forever releases and promises never to sue YouTube Creator or aBit for any harm to Co-owners arising out of Co-owners's use of the Co-ownership Rights or the Additional Perks.

12.2 The maximum amount recoverable by the Co-owners against the YouTube Creator in any claim arising out of the relationship established under this Agreement shall be the price of the Co-ownership rights as of the date the Co-ownership rights was first for sale on the Platform less any paid Adsense Payouts to the applicable Co-owners.

13. INDEMNIFICATION

13.1 The Co-owners agrees to indemnify the YouTube Creator for any third party claim against the YouTube Creator arising out of any breach of this Agreement or unlawful conduct by the Co-owners; and

13.2 The YouTube Creator agrees to indemnify the Co-owners for any third party claim against the Co-owners arising out of or related to a claim that the Video Content infringes the intellectual property rights of a third party (a “**Claim**”).

13.3 Co-owners irrevocably authorizes and appoints YouTube Creator to be Co-owners’ exclusive representative to defend, settle, or otherwise handle any such Claim or allegation in its sole discretion without being required to consult with or otherwise obtain the approval of Co-owners.

13.4 Where, the YouTube Creator in spite of earning Adsense Revenue, fails to distribute to the Co-owners its share in such Adsense Revenue, in such cases, aBit on becoming aware of this fact shall convey the same to the Co-owners through the Platform or any other mode that it finds suitable. However, aBit shall not be held liable to make good any loss / expense arising to the Co-owners on account of the YouTube Creator’s non-fulfilment of duties.

14. TERMINATION

14.1 The YouTube Creator can terminate the Agreement, stop providing the Additional Perks, and/or demand a return of the Co-ownership rights in the event that the Co-owners:

- (a) violates any provision of this Agreement;
- (b) misuses the intellectual property of any Co-ownership rights in a manner contrary to this Agreement or United States copyright, trademark, or patent law; and/or
- (c) engages in any off-chain transactions involving the Co-ownership rights.

14.2 The Co-owners may terminate this Agreement if the YouTube Creator is in breach of any material terms of this Agreement.

14.3 In the event of termination, the YouTube Creator shall remain obligated to pay the Co-owners his / her share in Adsense Revenue till the date when the Agreement was in force.

15. CHANGES TO THIS AGREEMENT

15.1 Changing circumstances outside the YouTube Creator’s control may result in (a) provision(s) of this Agreement becoming impossible for the YouTube Creator to perform, or (b) unintended and undesirable outcomes for the Co-owners under this Agreement, and in such an event the YouTube Creator may update this Agreement in its sole discretion, provided, however, that such update will intend to primarily benefit the Co-owners or be reasonably likely to benefit the Co-owners.

15.2 In the event of the YouTube Creator’s update, the YouTube Creator will notify the Co-owners by posting the amendment or updated Agreement on the Platform, if

any, and/or may also send other communications providing such notice. It's important that the Co-owners reviews the terms of this Agreement whenever updated by YouTube Creator. Co-owners' continued possession or utilization of the Co-ownership rights after the posting of such updated Agreement constitutes an acceptance and agreement to such update. If the Co-owners does not agree to be bound by such changes, they may re-transfer their Co-ownership rights to the Youtube Creator.

16. MISCELLANEOUS PROVISIONS

16.1 RELATIONSHIP OF PARTIES

Nothing in this Agreement is or shall be deemed to constitute a partnership, agency, employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

aBit shall only act as an intermediary by providing services on its Platform and shall in no way be liable to any of the Parties.

16.2 ASSIGNMENT

Except as otherwise provided herein, the rights of a Party under this Agreement shall not be assigned in whole or in part, without the other Party's prior written consent, which such consent shall not be unreasonably withheld.

16.3 FURTHER ACTIONS

Each Party agrees to execute, acknowledge and deliver such further instructions, documents and agreements, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

16.4 FORCE MAJEURE

Neither Party shall be liable to the other for loss or damages nor shall have any right to terminate this Agreement for any default or delay attributable to any act of God, flood, fire, explosion, strike, lockout, labor dispute, shortage of raw materials, casualty, accident, war, revolution, civil commotion, act of public enemies, blockage or embargo, injunction, law, order, proclamation, regulation, ordinance, demand or requirement of any government or subdivision, authority or representative of any such government, or any other cause beyond the reasonable control of such Party. Notwithstanding the foregoing, nothing in this Section 18.4 shall excuse or suspend the YouTube Creator's obligation to make Streaming Royalties Share payment due hereunder in the manner and at the time provided.

16.5 NO TRADEMARK RIGHTS

Except as otherwise provided herein, no right, express or implied, is granted by this Agreement to use in any manner the name of the Platform or any other trade name or trademark of the YouTube Creator or aBit in connection with the performance of this Agreement.

16.6 WAIVER

No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by the waiving Party.

16.7 GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the United States, State of Delaware.

16.8 SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

16.9 ENTIRE AGREEMENT OF THE PARTIES

This Agreement constitutes and contains the entire understanding and Agreement of the Parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the Parties respecting the subject matter hereof.

16.10 INDEPENDENT COUNSEL

The Co-owners and YouTube Creator both represent that they have obtained the advice of independent counsel in connection with this Agreement, or that they have knowingly waived their right to do so.

16.11 DISPUTE RESOLUTION

All disputes shall be governed by the United States law and shall be heard by the American Arbitration Association.

IN WITNESS WHEREOF this AGREEMENT has been executed on the day and year first above written.

SIGNED for and on behalf of

SIGNED for and on behalf of

Authorized Signatory

For YouTube Creator

Name: Dan Mace

Date: 7/6/23

Authorized Signatory

For Co-Owner

Name: John Doe

Date: 7/6/23

SIGNED for and on behalf of

Authorized Signatory

For aBit

Designation:

Name:

Place:

Date: