

Revenue Purchase Agreement

(12-Month Term)

This Revenue Purchase Agreement (the “**Agreement**”) is made effective as of [DATE], by and between:

1. **CREATOR CAPITAL, INC.**, a Delaware corporation with an address at [ADDRESS] (“**Purchaser**”), and
2. [CREATOR ENTITY NAME, LLC], a [STATE OF FORMATION] [TYPE OF ENTITY], with an address at [ADDRESS] (“**Seller**”).

Purchaser and Seller are sometimes referred to individually as a “Party” and collectively as the “Parties.”

1. Background and Non-Loan Characterization

1.1 **Purpose.** Seller is a digital content creator who earns recurring revenue from memberships on platforms such as Patreon, Substack, Twitch subscriptions, YouTube memberships, or similar channels (collectively, the “**Platform(s)**”). Seller desires upfront capital for business growth, and Purchaser specializes in purchasing future receivables of creator businesses.

1.2 **Absolute Sale; Not a Loan.** The Parties intend this transaction to be a **purchase and sale** of a portion of Seller’s future subscription or membership revenue, **not** a loan or financial accommodation. The Purchase Price (as defined below) is the consideration for the Future Subscription Revenue (as defined below), and such sale is **absolute and irrevocable**.

2. Key Definitions

2.1 “Purchase Price”

The “**Purchase Price**” shall be the total amount in United States Dollars that Purchaser will deliver to Seller at closing, representing [85% or 90%] of the Seller’s projected 12-month Subscription Revenue. For example, if the projected 12-month Subscription Revenue is **US\$1,000,000**, the Purchaser would deliver **US\$850,000** if the advance rate is **85%**, or **US\$900,000** if **90%**.

Accordingly, the Parties hereby agree that the specific **Purchase Price** under this Agreement is **US\$[_____]**, reflecting the [85% or 90%] advance rate applied to the Seller’s projected 12-month Subscription Revenue of **US\$[_____]**.

2.2 “Factor Rate”

The multiplier applied to the Purchase Price to determine the total amount of subscription revenue Purchaser is entitled to collect. For a 12-month term, the Factor Rate is **[1.1765]** (approximately 17.65% above the Purchase Price).

2.3 “Purchased Amount”

The total amount of Future Subscription Revenue that Purchaser is entitled to collect under this Agreement, calculated as:

Purchased Amount = (Purchase Price) x (Factor Rate)

2.4 “Future Subscription Revenue”

All existing and future recurring membership, subscription, or similar revenue generated through the Platform(s) (the “**Subscription Revenue**”) that Seller would otherwise be entitled to receive for the term of this Agreement, until the Purchased Amount is fully collected.

3. Purchase and Sale of Future Subscription Revenue

3.1 **Sale.** Seller hereby **sells, assigns, transfers, and conveys** to Purchaser an irrevocable interest in the Future Subscription Revenue, up to the Purchased Amount. Purchaser shall remit the Purchase Price to Seller upon execution of this Agreement or as otherwise agreed in writing.

3.2 **Term.** This Agreement remains in effect until Purchaser has received the full Purchased Amount. Once Purchaser has collected the full Purchased Amount, this Agreement automatically terminates unless extended in writing or triggered by a default.

3.3 **No Right to Repurchase.** Seller acknowledges that it has **no right** to repurchase the Future Subscription Revenue or otherwise treat this arrangement as a loan. Seller’s sole obligation is to ensure Purchaser successfully collects the Purchased Amount from the Subscription Revenue.

4. Collection and Account Control

4.1 **Technical Control Mechanism.** Seller agrees to use Purchaser’s proprietary account-access mechanism (the “Chrome Extension” or other tool) that allows Seller to log in and operate the Platform(s) **without** having direct access to or control over the account password or the account email. Purchaser shall maintain actual password control, including but not limited to the banking or payout settings.

4.2 Remittance of Subscription Revenue

- **Automatic Remittance:** Because Purchaser controls the password and banking details on the Platform(s), 100% of the Subscription Revenue shall be directed to a **Purchaser-designated bank account**.
- **Application of Funds:** Purchaser shall apply all collected amounts to reduce the outstanding balance of the Purchased Amount until fully satisfied.

4.3 Seller Use of Funds. After Purchaser recovers the daily/weekly/monthly Subscription Revenue, Purchaser may remit any surplus (if agreed) back to Seller. However, by default, all funds remain collected by Purchaser until the full Purchased Amount is received.

4.4 Prohibition on Circumvention

- **No Interference:** Seller shall **not** alter payout settings, remove the Chrome Extension, or in any way circumvent or interfere with Purchaser's password or control mechanism over the Subscription Revenue.
 - **Acknowledgment:** Seller acknowledges that **any** unauthorized interference with Purchaser's account-control mechanism—whether by changing login credentials, bank routing information, or otherwise—constitutes an immediate material breach of this Agreement and an **Event of Default** (as defined in Section 8).
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5. Secondary Recoupment (If Applicable)

5.1 Additional Revenue Streams. In the event the Subscription Revenue from the Platform(s) materially declines, becomes suspended, or is otherwise insufficient for Purchaser to collect the full Purchased Amount, Seller agrees Purchaser may collect from any other content-related revenue streams under Seller's control, including but not limited to:

- YouTube Ad Revenue
- Sponsorships or Brand Deals
- Merchandise Sales
- Other subscription services

5.2 Implementation. Upon Purchaser's written request, Seller shall promptly take any necessary steps (including providing relevant login credentials or initiating direct pay instructions) to enable Purchaser to collect from such alternate revenue streams.

6. Security Interest and UCC-1

6.1 Security Interest. As further assurance of Purchaser's rights, Seller grants Purchaser a **first-priority blanket security interest** in all Subscription Revenue (including the relevant Platform accounts to the

extent permissible by law) and all proceeds thereof, whether now existing or hereafter arising (the “Collateral”).

6.2 Perfection. Seller authorizes Purchaser to **file a UCC-1 Financing Statement** in any jurisdiction(s) deemed necessary to perfect Purchaser’s security interest in the Collateral. Seller shall execute any additional documents reasonably required to maintain or perfect this security interest.

6.3 Priority and No Other Liens. Seller shall not pledge, sell, assign, or grant any interest in the Subscription Revenue to any other party without Purchaser’s prior written consent.

7. Representations, Warranties, and Covenants of Seller

Seller hereby represents, warrants, and covenants as follows:

7.1 Organization & Authority. Seller is duly organized under the laws of [STATE/COUNTRY], is validly existing, and has full power and authority to enter into this Agreement and perform its obligations hereunder.

7.2 Ownership of Revenue. Seller exclusively owns the Subscription Revenue, free and clear of any other liens or assignments. No portion of the Subscription Revenue is currently pledged, factored, or otherwise sold to a third party.

7.3 No Material Adverse Changes. There is no threatened or pending lawsuit, bankruptcy, or enforcement action that would impair Seller’s ability to generate Subscription Revenue or fulfill its obligations.

7.4 Accuracy of Data.

All revenue data, statements, analytics, or other information provided by Seller to Purchaser during Purchaser’s underwriting or diligence process (including, without limitation, information about Seller’s content pipeline, subscriber counts, engagement metrics, or production capabilities) are true, correct, and complete in all material respects. Seller acknowledges that Purchaser is relying on the accuracy of such information in determining whether to enter into this Agreement. All other revenue data provided to Purchaser regarding the Subscription Revenue are true and accurate in all material respects.

7.5 Continued Operations. Seller intends to continue generating content and operating the subscription business for at least [X] months, absent unforeseen circumstances. Seller shall not voluntarily shut down or discontinue the business in a manner that frustrates Purchaser’s rights.

7.6 Exclusivity. During the term of this Agreement, Seller shall not enter into any arrangement with another party to finance, factor, or assign any portion of the same Subscription Revenue. If Seller receives a competing offer for future deals on the same revenue, Seller grants Purchaser a **Right of First Refusal** to match or exceed such offer.

7.7 Compliance with Laws. Seller's content, business operations, and all relevant activities comply with applicable laws, rules, and regulations.

7.8 Content Maintenance. Seller shall not materially diminish the scope, frequency, or quality of membership benefits and/or exclusive content (including, without limitation, [weekly podcast episodes / monthly livestreams / early-access videos]) that Seller is currently providing to subscribers on the Platform(s). Seller shall deliver content and benefits in a manner reasonably consistent with its historical practices (i.e., the six (6) months preceding this Agreement). A material failure to maintain content or membership benefits under this Section 7.8 that continues unremedied for [X] days after written notice from Purchaser shall constitute an Event of Default under Section 8.

8. Events of Default and Remedies

8.1 Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

1. Interference with Account Control

Any attempt by Seller, directly or indirectly, to circumvent, override, remove, or otherwise interfere with Purchaser's control over the Platform(s), account passwords, payout settings, or the Chrome Extension, without Purchaser's prior written consent.

2. Security Interest Impairment

Seller grants or attempts to grant another interest in the Subscription Revenue to any party without Purchaser's prior written consent, or otherwise impairs Purchaser's first-priority security interest.

3. Misrepresentation

Any material representation or warranty made by Seller in this Agreement is discovered to be false, misleading, or incomplete, and Seller fails to cure such misrepresentation within [X] days of Purchaser's written notice.

4. Insolvency or Bankruptcy

Seller becomes insolvent, files a petition for bankruptcy, or an involuntary bankruptcy proceeding is filed against Seller that is not stayed or dismissed within [60] days.

5. Failure to Cooperate

Seller refuses to provide or update credentials or otherwise intentionally impedes Purchaser's ability to collect the Future Subscription Revenue.

6. Content Maintenance Default

Seller fails to remedy a material breach of Section 7.8 (Content Maintenance) within [X] days after Purchaser's written notice of such breach.

8.2 **Remedies.** Upon an Event of Default, Purchaser may, at its sole discretion and without additional notice or demand:

1. **Acceleration of the Purchased Amount**

Declare any remaining unpaid portion of the Purchased Amount immediately due and payable.

2. **Foreclosure on Collateral**

Enforce its security interest in the Collateral, including direct collection from the Platform(s) or other revenue streams, or exercise any other rights or remedies available under the Uniform Commercial Code (UCC) or applicable law.

3. **Legal or Equitable Relief**

Seek an injunction or other equitable relief to prevent Seller from further interfering with Purchaser's rights or access to the Subscription Revenue.

4. **Extension of Term**

Retain control of the account(s) or pursue collection measures until the full Purchased Amount has been recovered, plus any applicable costs, fees, and expenses as permitted by law.

5. **Other Remedies**

Pursue any other remedy authorized by law or equity, including but not limited to damages for breach of contract.

9. Governing Law and Dispute Resolution

9.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of **Delaware**, without regard to conflict-of-law rules.

9.2 **Arbitration.** Any dispute arising out of or relating to this Agreement shall be resolved by **binding arbitration** administered by [**American Arbitration Association (AAA)**] under its Commercial Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction.

9.3 **Venue.** The seat of arbitration shall be [**Wilmington, Delaware**], and the language of arbitration shall be English.

9.4 **Attorneys' Fees.** The prevailing Party in any dispute or arbitration shall be entitled to recover reasonable attorneys' fees and costs from the other Party.

10. Termination and Renewal

10.1 Termination Upon Full Collection. This Agreement terminates automatically once Purchaser has received the full Purchased Amount.

10.2 Right of First Refusal. Before entering any new arrangement to sell or assign future revenue streams (after this Agreement ends), Seller shall provide Purchaser with a written summary of such proposed terms, and Purchaser shall have **[X] business days** to match or exceed said terms.

10.3 Renewal Options. The Parties may mutually agree in writing to renew or extend this Agreement under revised terms if Seller seeks additional advances.

11. Miscellaneous Provisions

11.1 Entire Agreement. This Agreement, including exhibits or riders, constitutes the entire agreement between the Parties regarding the sale of the Future Subscription Revenue and supersedes all prior or contemporaneous communications.

11.2 Amendments. No amendment, modification, or waiver shall be valid unless in writing and signed by both Parties.

11.3 Assignment. Purchaser may freely assign its rights or delegate its obligations under this Agreement to any affiliate or financing source. Seller may not assign its rights or obligations without Purchaser's prior written consent.

11.4 Notices. All notices or demands shall be in writing and deemed given when sent via a reputable overnight courier or email with confirmation of receipt, to the addresses below (or such other addresses as either Party may specify by notice):

- **Purchaser:** [PURCHASER NAME & ADDRESS]
- **Seller:** [SELLER NAME & ADDRESS]

11.5 Severability. If any provision of this Agreement is held invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

11.6 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Signatures transmitted electronically (e.g., PDF or DocuSign) shall be valid and binding.

IN WITNESS WHEREOF, the Parties have executed this Revenue Purchase Agreement as of the date first written above.

SELLER:

[CREATOR ENTITY NAME, LLC]

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

CREATOR CAPITAL, INC.

By: _____

Name: _____

Title: _____

Date: _____