

**VIDEO SPONSORSHIP MANAGEMENT AGREEMENT**

This Video Sponsorship Management Agreement, dated as of December 8th, 2020 (this “**Agreement**”), is entered into by and between Influencer Broadcast Group, LLC., a State of Delaware Limited Liability Company located at 5745 North Scottsdale Road Suite B-110, Phoenix, Arizona, 85250 (“**IBG**”), and Acorns Advisers, LLC., a State of Delaware limited liability company, located at 5300 California Ave Irvine, CA 92617 (“**Acorns**”, and together with IBG, the “**Parties**”, and each, a “**Party**”).

WHEREAS, IBG is in the business of influencer management and YouTube sponsorship brokering;

WHEREAS, Acorns is in the business of investment management; and,

WHEREAS, Acorns wishes to retain IBG to provide the services as generally set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Appointment and Acceptance. Acorns hereby appoints IBG, and IBG accepts such appointment, to provide the “**Services**” as set forth in the “**Description of Services**,” as Exhibit A, hereto and specifically in one or more “**Insertion Order(s)**,” the initial such Insertion Order being Exhibit B, hereto, and any such future, additional, Insertion Orders, further agreed and accepted by both of Acorns and IBG, generally describing (all or any of the following): (a) the outreach, procurement, and onboarding of prospective YouTube influencers as potential Sponsorship advertising partners for Acorns; (b) the creation and general oversight of the creative ad copy generally promoting Acorns (i.e, the creative writing process for Acorns Sponsorships to be integrated in YouTube video content); (c) the creation and production of related digital video content generally promoting Acorns (i.e, the visual animations displayed on-screen during such advertisement segments); and, (d) the ongoing, end-to-end, communication with and analysis of, and management and general coordination of, Sponsorship campaigns. A “**Sponsorship**” means (and shall consist of) a YouTube video(s) which shall contain both of: (a) an “intro ad segment” (an “**Intro**”) at the beginning of such YouTube video; and, (b) an “outro ad segment” (an “**Outro**”) at the end of such YouTube video and include an Acorns-designated unique referral link (an “**Affiliate Link**”) (as defined in Schedule 1) redirecting visitors to an Acorns-specified account sign-up website page (a “**Landing Page**”) (as defined in Schedule 1), amongst other specified advertising requirements set forth in this Agreement or otherwise agreed to in writing by the Parties.
2. IBG Services and Responsibilities.

* 1. IBG Services. IBG shall use best efforts to provide to Acorns the Services set forth in the Description of Services, as Exhibit A, for the specific mandate described in the Insertion Order, as Exhibit B. The initial accepted Insertion Order is attached hereto as Exhibit B. Additional Insertion Orders, substantially in the same form as the Exhibit B, attached hereto, shall be deemed accepted and incorporated into this Agreement, only if signed by Acorns and countersigned by the IBG. IBG shall provide the Services in accordance with the terms of this Agreement and the Description of Services and subject to the conditions set forth in the relevant Insertion Order, while always acting in a professional and diligent manner.

* 1. Time of the Essence. Subject to Acorns' timely cooperation in all material aspects of this Agreement, IBG acknowledges that time is of the essence with respect to IBG's obligations hereunder and that prompt and timely performance of all such obligations is strictly desired.

* 1. IBG Management and Responsibilities.

* + 1. IBG shall comply with all applicable state and federal laws and regulations while rendering the Services.

* + 1. IBG (and not Acorns) shall be solely responsible for the payment and bookkeeping of all compensation owed to any YouTube channel owners and creators (of and related to a Sponsorship) (“**Creator(s)**”). For the avoidance of doubt, this means that IBG shall be solely responsible for the paying of the Creators, its employees, consultants and personnel, including, if applicable: the payment and withholding of social security, payroll taxes, income taxes, unemployment insurance, workers' compensation, insurance payments, and disability benefits. Further for the avoidance of doubt, the Parties acknowledge and agree that IBG shall be solely responsible for the following costs: business development representatives tasked with outreach to, and procurement of, Creators on behalf of Acorns; ad copy specialists tasked with writing and overseeing the creation of Intro and Outro scripts; animators responsible for producing on-screen visuals displayed for Intros and Outros; and, other personnel required for providing the Services.

* + 1. IBG may hire, at the sole discretion of IBG, employees, consultants, Creators, and contractors, to provide any Services or deliverables to Acorns in connection with the Sponsorships (each and all, a “**Permitted Third Party**”). IBG shall be fully responsible for the performance of each such Permitted Third Party and its employees and for their compliance with all the terms and conditions of this Agreement as if they were IBG's own employees. Nothing contained in this Agreement shall create any contractual relationship between Acorns and any Permitted Third Party, including any IBG subcontractor or supplier.

* + 1. All persons employed or contracted by IBG in connection with the Services shall either be employees of IBG or consultants or independent contractors retained by IBG, including all Creators. IBG shall be solely responsible for complying with all laws and collective bargaining agreements affecting such persons.

* 1. Exclusivity. IBG shall not perform the Services described in this Agreement for any third party direct competitor of Acorns, during the Term of this Agreement. For the avoidance of doubt, during the Term of this Agreement, IBG shall not provide the same Services, or any materially similar services, to any third-party generally described as a “financial robo-advisory services firm,” including, but not limited to: Stash, Betterment, and Wealthfront.

* 1. Meetings. Upon Acorns' request (with reasonable notice to be provided), Mr. Alex Edson, and all other relevant IBG Personnel, shall attend digitally-hosted (online) meetings with Acorns to discuss the Services or other relevant Services-related matters.

* 1. Sponsorship Disclosures. IBG shall review the Sponsorships prior to their public release (i) for the purposes of ensuring legal compliance with all FTC-mandated rules and regulations; and (ii) to ensure unsubstantiated claims about Acorns' products and services are not made. Additionally, pursuant to Exhibit A, IBG shall provide Acorns with the right to preview all Draft Sponsorships (defined in Exhibit A) prior to their public release.

* 1. Compliance with Laws. IBG shall at all times comply with all applicable federal, state, and local laws, ordinances, regulations, and orders that are applicable to this Agreement and its performance hereunder. Without limiting the generality of the foregoing, each Party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits materially necessary to conduct that portion of its business relating to the exercise of its rights and the performance of its obligations under this Agreement.

1. Acorns Obligations and Responsibilities.

* 1. Acorns shall use best efforts to:

* + 1. Provide copies of or access to Acorns' information, documents, samples, products, or other material (collectively, "**Acorns Media Kit Materials**") as IBG may reasonably request in order to carry out the Services in a timely manner and which Acorns considers reasonably necessary, and ensure that they are complete and accurate in all material respects. Notwithstanding the foregoing: Acorns shall remain, the sole and exclusive owner of all right, title, and interest in and to all Acorns Media Kit Materials, including any and all trade secrets, trademarks, domain names, original works of authorship and related copyrights, and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising, pursuant to the laws of the U.S. (collectively "**Intellectual Property**") therein. This shall include all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

* + 1. Respond promptly to any IBG request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for IBG to perform the Services in accordance with the requirements of this Agreement.

1. Intellectual Property Rights; Ownership.

* 1. License to Certain Acorns Intellectual Property.

* + 1. Subject to and in accordance with the terms and conditions of this Agreement, Acorns grants IBG and its affiliates and each Permitted Third Party, a limited, non-exclusive, royalty-free, non-transferable, and non-sublicensable, worldwide license during the Term to use Acorns' Intellectual Property (in the Acorns Media Kit Materials or otherwise) solely to the extent necessary to provide the Services to Acorns.

* + 1. Acorns grants no other right or license to any Acorns Intellectual Property to IBG by implication, estoppel, or otherwise. IBG acknowledges that Acorns owns all right, title, and interest in, to and under the Acorns' Intellectual Property and that IBG shall not acquire any proprietary rights therein. Any use by IBG or any affiliate, employee, officer, director, partner, shareholder, agent, attorney, third-party advisor, successor or permitted assign (collectively "**Representatives**") of IBG or any Permitted Third Party, of any of Acorns' Intellectual Property and all goodwill and other rights associated therewith shall inure to the benefit of Acorns.

* 1. IBG Ownership of and Acorns License to Deliverables.

* + 1. Except as otherwise stated in this Agreement, IBG is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all documents, work product, including Sponsorships, and other materials that are delivered to Acorns hereunder by or on behalf of IBG in connection with or developed or created in the course of performing the Services (collectively, the "**Deliverables**"). Acorns hereby agrees that the Deliverables do not constitute a "work made for hire." Additionally, Acorns irrevocably waives, to the extent permitted by applicable law, any and all claims, Acorns may now or hereafter have, in any jurisdiction, to so-called "moral rights" or rights of *droit moral* with respect to the Deliverables.
    2. IBG hereby irrevocably and in perpetuity assigns to Acorns, in each case without additional consideration or additional contract(s), all right, title, and interest throughout the world in and to the Intros and Outros (but not any other part of the Deliverables), consisting of a perpetual, limited, royalty-free, non-transferable non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, and transmit, the Intros and Outros. By way of example: Acorns shall be permitted to use any and all Intro and Outro on-screen visual animations created by IBG’s team contained within any Creator’s Sponsorship (which Acorns may — in its sole and absolute discretion — use for its own marketing materials such as its Acorns Media Kit Materials).

* + 1. In the course of providing the Services, Acorns acknowledges and agrees that IBG may be required to use certain third-party materials consisting of documents, data, content, art, animation, or specifications of third parties, and components or software, including potentially open source software, that are not proprietary to IBG (e.g., an iPhone screen may be used in the creation of an Intro or Outro scene) (collectively, the "**Third-Party Materials**"). Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants to Acorns or any third party, any Intellectual Property rights in the Third-Party Materials, by contract, assignment, implication, moral rights, waiver, estoppel, or otherwise.

1. Fees and Expenses; Payment Obligations.

* 1. Fees and Expenses. In consideration of the provision of the Services, Deliverables, and the rights granted to Acorns under this Agreement, and specifically described in the relevant Insertion Order, Acorns shall pay IBG the fees described in the initial “**Fees Schedule**,” as Exhibit C, hereto, and any subsequent Fees Schedules agreed to by the Parties. For the avoidance of doubt, each Fees Schedule shall correspond to the relevant Insertion Order and any such future, additional, Fees Schedules, shall correspond to such future, additional Insertion Orders.

* 1. Taxes. Each Party shall be responsible for the payment of their own taxes, duties, and charges of any kind imposed by any Governmental Authority.

* 1. Invoice Disputes. Acorns shall notify IBG in writing of any dispute with an invoice (along with a reasonably detailed description of the dispute) within ten (10) business days from the Acorns' receipt of such invoice. Acorns will be deemed to have accepted all invoices for which IBG does not receive timely notification of dispute and shall pay all undisputed amounts due under such invoices within thirty (30) days. The Parties agree to resolve all (if any) dispute(s) expeditiously and in good faith.

1. Representations, Warranties, and Certain Covenants.

* 1. IBG represents, warrants, and covenants to Acorns that:

* + 1. it shall comply with, and ensure that, IBG and any Permitted Third Party comply with all specifications, rules, regulations, and policies of Acorns that are communicated to IBG in writing.

* + 1. Acorns will receive timely and full access to all Deliverables, subject to Sections 4.2(a) and 4.2(b) of this Agreement;

* + 1. to the best of the knowledge of IBG, none of the Services, Deliverables, or client's use thereof infringe, or will infringe, any registered Intellectual Property of any third party arising under the laws of the United States, and as of the date hereof, there are no pending (or threatened) claims, litigation (or threatened litigation), or other proceedings pending against IBG by any third party based on an alleged violation of such Intellectual Property.

* 1. NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 6, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 6.

1. Mutual Indemnification. Each Party (the "**Indemnifying Party**") shall at all times indemnify and hold harmless the other Party and said other Party's successors, assigns, shareholders, partners, directors, officers, agents, consultants, advisors and lawyers, affiliates, subsidiaries, parent company, and employees (collectively, the **"Indemnified Parties"**) from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorneys' fees, and all other expenses and shall, further, defend the Indemnified Parties from any and all claims, actions, suits, prosecutions, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) any allegation (whether founded or unfounded and regardless of the nature or character thereof) regarding: (i) any negligent, willful, reckless, or wrongful act or omission of the Indemnifying Party, its employees, representatives, contractors or agents; (ii) any breach of, or inaccuracy in, any representation and/or warranty made by the Indemnifying Party herein without limitation; (iii) any failure to perform by the Indemnifying Party, or any defect in said party's performance of, its obligations and duties pursuant to this Agreement; or (iv) any alleged violation by the Indemnifying Party of any law, statute, regulation or ordinance.

1. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**" which definition shall include the employees, officers, directors, members, managers, advisors, consultants, attorneys, affiliates, subsidiaries and related parties of such Receiving Party) information about its business affairs and services, confidential information and materials comprising or relating to Intellectual Property, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of this Agreement, whether orally or in written, electronic or other form or media, and, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that at the time of disclosure (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 9 by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to applicable Law. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information; (y) not use the Disclosing Party's Confidential Information or permit it to be accessed or used for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section 8 caused by any of its representatives. On the expiration or earlier termination of this Agreement at the Disclosing Party's written request, the Receiving Party and its Representatives shall promptly destroy all Confidential Information and copies thereof that it has received under this Agreement.

1. Term; Termination.

* 1. Term. The term of this Agreement commences on the Effective Date and shall continue unless it is earlier terminated by either Party in accordance with the terms of this Agreement (the “**Term”**).

* 1. Termination for Cause. Either Party may terminate this Agreement, effective upon written Notice, to the other Party (the "**Defaulting Party**") if the Defaulting Party:
     1. materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) days after receipt of receipt of written notice of such breach by the Defaulting Party;
     2. becomes insolvent or is generally unable to pay its debts as they become due;
     3. files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
     4. makes or seeks to make a general assignment for the benefit of its creditors;
     5. applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
     6. is dissolved or liquidated; or
     7. is unable to perform its obligations under this Agreement due to the occurrence of an ongoing or permanent Force Majeure Event.

* 1. Termination without Cause. Acorns may terminate this Agreement upon thirty (30) days prior written Notice to IBG. If terminated by Acorns, Acorns agrees to pay IBG for any Sponsorship Fees (defined in Exhibit C) for Draft Sponsorship(s) (as defined in Exhibit B) yet to be published, even if the scheduled publication date falls after the thirty (30) days termination period stated in this Section 9.3 (e.g., the Sponsorship Fees shall be paid by Acorns to IBG for any Draft Sponsorship or Sponsorship scheduled to be published on YouTube one day after the aforementioned thirty day termination period). Additionally, notwithstanding any termination under this Section 9.3, Acorns agrees that it is not released of any obligations to continue payments to IBG of any Affiliate Fees (as defined in Exhibit C).

* 1. Effect of Expiration or Termination.

* + 1. Expiration or termination of this Agreement will not affect any rights or obligations that:

* + - 1. are to survive the expiration or earlier termination of this Agreement, specifically to continue payment of any due Affiliate Fees and/or Sponsorship Fees (both defined in Exhibit C); and

* + - 1. were incurred by the Parties prior to such expiration or earlier termination.

* + 1. Upon the expiration or termination of this Agreement for any reason, each Party shall promptly:

* + - 1. Destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information; and,

* + - 1. permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery or information technology backup systems, which it shall destroy upon the normal expiration of its backup files.

* + 1. Upon expiration or termination of this Agreement for any reason, IBG shall promptly deliver to Acorns any Deliverables (whether complete or incomplete) for which Acorns has already paid IBG and all Acorns Media Kit Materials.

* + 1. The Party terminating this Agreement, or in the case of the expiration of this Agreement, neither Party, shall be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement pursuant to the termination provisions and expiration provisions of this Agreement. Notwithstanding anything to the contrary, the termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies, or defenses under this Agreement, at law, in equity or otherwise.

1. Miscellaneous.

* 1. Entire Agreement. This Agreement, including the related schedules attached hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

* 1. Survival. Subject to the limitations and other provisions of this Agreement, (a) Section 6 (Representations, Warranties, and Certain Covenants) shall survive the expiration or earlier termination of this Agreement for a period of twelve (12) months after such expiration or termination; and (b) Section 5 (Fees and Expenses; Payment Obligations), Section 7 (Indemnification), Section 8 (Confidentiality), Section 9 (Term; Termination), and Section 1[0](#bookmark=id.111kx3o) (Miscellaneous), of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of twelve (12) months after such expiration or termination. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that no termination of this Agreement shall relieve Acorns of its obligation to pay any Affiliate Fees due to IBG pursuant to Exhibit C, hereto. No lawsuit or other action based upon or arising in any way out of this Agreement may be brought by either Party after the expiration of the applicable survival period; provided, however, that any claims asserted in good faith with reasonable specificity and in writing by Notice pursuant to Section [10.3](#bookmark=id.4k668n3), prior to the expiration of the applicable survival period, are not thereafter barred by the expiration of the relevant period, and such claims survive until finally resolved.

* 1. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Additionally, all notices may be made by email (with confirmation of transmission), with emails to IBG to [alex@ibg.yt](mailto:alex@ibg.yt); and, emails to Acorns to ksausser@acorns.com. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section [10.3](#bookmark=id.4k668n3).

* 1. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

* 1. Amendment and Modification. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by each Party. Notwithstanding anything to the contrary in this Section 10.5, the parties acknowledge and agree that subsequent Insertion Orders may be agreed to by the mutual written consent of the Parties without the accompanying renewal, amendment, or modification of this Agreement.

* 1. Waiver. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

* 1. Cumulative Remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

* 1. Equitable Remedies. Each Party acknowledges and agrees that (a) a breach or threatened breach by such Party of any of its obligations under Section 8 would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such Party of any such obligations, the other Party shall, in addition to any and all other rights and remedies that may be available to such Party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

* 1. Assignment. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may assign this Agreement to an Affiliate, a successor-in-interest by consolidation, merger, or operation of law or to a purchaser of all or substantially all of the Party's assets. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

* 1. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

* 1. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Arizona, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona.

* 1. Choice of Forum. Neither Party shall commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the U.S. District Court of Arizona or the courts of the State of Arizona sitting in Phoenix, Arizona, and any appellate court thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts or, if such court does not have subject matter jurisdiction, the courts of the State of New York sitting in New York City (Manhattan). A final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

* 1. Relationship of Parties. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. IBG is an independent contractor pursuant to this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

|  |  |
| --- | --- |
|  | **INFLUENCER BROADCAST GROUP, LLC.** |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Mr. Alex Edson  Title: Manager |
|  | **ACORNS ADVISERS, LLC.** |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |

**EXHIBIT A**

**Description of Services**

|  |  |
| --- | --- |
| 1. **Sourcing YouTube Creators (for Sponsorships)** | Manual analysis of potential Creators as viable Sponsorship candidates through IBG’s own independent research by identifying YouTube influencers who, in IBG’s professional opinion, share a common audience demographic aligned with Acorns’ target customer profile (amongst other criteria, such as “PG-friendly” creators). IBG shall provide all relevant and necessary information related to proposed Creators and YouTube channels proposed to Acorns by IBG (a “**Proposed Brand Ambassador**”), such as channel name, total subscribers, approximate average views per video, trailing views per month, and other data and information requested by Acorns. Upon submission by IBG to Acorns of the Proposed Brand Ambassadors, Acorns shall, in its sole and absolute discretion, approve or reject such Proposed Brand Ambassadors. By providing acceptance of a Proposed Brand Ambassador (an “**Approved Creator**”), IBG shall be mandated by Acorns to engage the Approved Creator for a Sponsorship and create a Draft Sponsorship (defined below). |
| 1. **Ad Copy Writing (Intro/Outro)** | For each Approved Creator, IBG shall (at its own expense) assist the Creator in the conceptualization, development, and writing of Sponsorship ad copy-scripts (i.e, crafting creative scripts for the Intro and Outro for the purposes of increasing conversions, without sacrificing of the Creator's authentic connection with their audience). |
| 1. **Creation/production of sponsorship segments (Intro & Outro)** | For each Approved Creator, IBG shall (at its own expense) animate, produce, and complete the Intro and Outro, including the creation of the Intro and Outro on-screen visuals (which shall also include a direct call-to-action) on-screen, amongst other best practices recommendations by IBG. The Intro and Outro shall each be approximately 30 to 60 seconds long. Additionally, IBG may create or supply music, sound, and sound effects (known as SFX) for each Intro and Outro. Each Intro and Outro shall include the Affiliate Link (defined in Schedule 1) on-screen (in addition to the first line of each video's description). Each completed, yet-to-be uploaded and unpublished draft Sponsorship, consisting of both of the Intro and Outro (a “**Draft Sponsorship**”), shall be submitted to Acorns for prior approval. Acorns shall have five (5) days, to approve any Draft Sponsorship so submitted to Acorns by IBG (the “**Approval Period**”) with such approval by Acorns not to be unreasonably withheld, and such approval deemed granted if Acorns does not respond during the Approval Period. Further, During the Approval Period, Acorns shall have the right to request reasonable revisions (assuming any are required) to Draft Sponsorships. IBG agrees to use its best efforts to ensure that Draft Sponsorships are not publicly released without first granting Acorns the right to approve such Draft Sponsorship during the Approval Period. For each Draft Sponsorship approved by Acorns during the Approval Period, IBG will coordinate the upload and publication of the Sponsorship (subsequently, a “**Published Sponsorship**”). For each Published Sponsorship, IBG will email to Acorns a link to the Sponsorship within two (2) business days of first publication. |
| 1. **End-to-end management of the YouTube sponsorship relationships and general communication and coordination.** | For Sponsorships, including for each Published Sponsorship, IBG shall engage with YouTube Creators via: (a) initial sales outreaching, sales negotiations on behalf of Acorns for Sponsorships; (b) Sponsorship execution and management (timing, position, appearance, prominence, adherence to YouTube guidelines, compliance, and frequency) and technical issues; and, (c) reporting, analysis, optimization, follow-ups, and all other commercially required ongoing communications necessary to successfully execute the Sponsorships. |

**Schedule 1**

(*N.B. underlined terms in the paragraph directly below are terms defined further below in the “Definitions of Schedule 1*.”)

“Notwithstanding anything to the contrary, IBG covenants that all Sponsorships, at the time of any referral activities for which compensation is paid or to be paid to IBG or to a Creator by Acorns, provide each Customer with a link to the Landing Page through which Acorns will electronically deliver the current copy of the Brochure and the Disclosure Document to Prospects and Customers. Acorns shall provide IBG with the relevant and necessary Link (for the Landing Page) and any related code and other related or necessary technology to link to the Landing Page, and IBG acknowledges and agrees that it is obligated to affix the Link to all Intros and Outros comprising the Sponsorships, at all times, and for as long as this Agreement is in effect, or IBG or any Creator is being compensated by Acorns for referral activities.”

Definitions of Schedule 1:

“**Affiliate Link**” means the unique affiliate URL link provided by Acorns (and to be shown on-screen within all Intros and Outros).

“**Brochure**” means the most recent version of your written disclosure statement required by Securities and Exchange Commission (“SEC”) Rule 204-3 under the Investment Advisers Act of 1940, as amended (the “Act”).

“**Customer**” means each new Prospect that has not already opened an Investment Account, that: (a) originates directly, and without interruption, from the Link and is accepted by Acorns; and (b) enters into a Customer Agreement; and (c) holds securities in such customer’s Investment Account with respect to which Acorns provides investment advice.

“**Customer Agreement**” means the Program Agreement by and among Acorns, certain affiliates of Acorns, and its clients, which includes the Investment Advisory Agreement between Acorns and its clients, which can be found at https://acorns.com/program-agreement.

“**Disclosure Document**” means the separate written disclosure document required by SEC Rule 206(4)-3(b).

“**Investment Account**” means a Prospect who (i) enters into a Customer Agreement with Acorns, and (ii) holds securities in an Acorns account with respect to which Acorns provides investment advice.

“**Landing Page**” means a web page or other portal that Acorns develops, hosts and maintains specifically for purposes of Prospect intake pursuant to a referral agreement, to provide electronic delivery of the Disclosure Document and Brochure to all Prospects and Customers.

“**Prospect**” means a potential Acorns customer who does not already have an Investment Account with Acorns and who expresses an interest in opening an Acorns Investment Account by completing the information required on the Landing Page accessed via the Affiliate Link.

**EXHIBIT B**

**First Insertion Order**

1. **Maximum Ad Spend Budget**: Acorns’ specified **Maximum Ad Spend Budget** as set forth in this First Insertion Order and, consisting of all Sponsorship Fees (defined in Exhibit C) shall not exceed fifty-thousand-dollars ($50,000) for this First Insertion Order.
2. **Total Number of Draft Sponsorships and Published Sponsorships**: IBG shall provide to Acorns a total of ten (10) Draft Sponsorships to be subsequently published as ten (10) Published Sponsorships.
3. **Approved Creator – Economics Explained**: IBG hereby proposes as the Proposed Brand Ambassador the YouTube Channel “**Economics Explained**” ([**Economics Explained - YouTube**](https://www.youtube.com/EconomicsExplained)), and Acorns hereby agrees and accepts Economics Explained as the Approved Creator for all Draft Sponsorships and subsequently Published Sponsorships as required by this First Insertion Order.
4. **Publication Schedule**: IBG shall use reasonable best efforts to publish Draft Sponsorships (subsequently Published Sponsorships) according to the Sponsorship Publication Schedule (below) which is agreed to by the Parties by the execution of this First Insertion Order.
5. **Reporting (analytics)**: Ninety (90) days after the publication of each Published Sponsorship, at the end of the corresponding calendar month, IBG shall provide to Acorns a written summary of the performance of all Published Sponsorships. For example: Analytic reporting for a Published Sponsorship that aired on January 10th of 2021 will be sent to Acorns on May 1st 2021 (along with a list of all other Published Sponsorships that aired during the month of January 2021).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Month** | **Approved Creator** | **Fee Structure** | **Maximum Ad Spend Budget** | **Number of Sponsorships to be published** |
| December 2020 | Economics Explained | Variable-Rate Sponsorship Fee | $15,000 USD | 3 |
| January 2021 | Economics Explained | Variable-Rate Sponsorship Fee | $25,000 USD | 5 |
| February  2021 | Economics Explained | Variable-Rate Sponsorship Fee | $10,000 USD | 2 |

This First Insertion Order shall be in effect from December 8th, 2020 until the end of February 2021 (the “**First** **IO Term**”). All work specified hereby, must be completed by IBG before the expiry of the First IO Term. If the Parties wish to renew the this First Insertion Order prior to the Expiry of the First IO Term, the Parties agree to engage in good faith negotiation of a new written Insertion Order to this Agreement.  
  
  
 **Approved Sponsorship Publication Schedule:**  
 **Influencer Broadcast Group, LLC**  **Acorns Advisers, LLC**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Mr. Alex Edson Name:

**Exhibit C**

**Fees Schedule**

In consideration of IBG’s provision of the Services and Deliverables as described in this Agreement and as specifically described in the First Insertion Order, and other undertakings pursuant to the Agreement, Acorns shall pay to IBG, both of:

Sponsorship Fees: “**Sponsorship Fees**” shall be paid by Acorns to IBG for each Published Sponsorship. IBG shall invoice Acorns, via email, at the end of each month to [AP@acorns.com](mailto:AP@acorns.com) and Acorns shall pay all Sponsorship Fees to IBG no later than thirty (30) calendar days after the receipt of such invoice (Net-30 billing).

The Sponsorship Fees to be paid by Acorns to IBG pursuant to this Fees Schedule are in the amounts of:

1. Flat-Rate Sponsorship Fee: none
2. Variable-Rate Sponsorship Fee (for each):
   1. Published Sponsorships receiving **250,000 views or less** within 90 days of the upload date: **$3,000**;
   2. Published Sponsorship receiving **250,001 to 399,999 views** within 90 days of the upload date: **$4,000**; and,
   3. Published Sponsorship receiving **400,000 or more** **views** within 90 days of the upload date: **$5,000**.

Affiliate Fees: An “**Affiliate Fee**” consisting of five-dollars ($5.00) per (for each) verified user subscription of Acorns making such subscriber a “**Customer**,” as defined in Schedule 1 of the Video Sponsorship Management Agreement. Notwithstanding anything to the contrary, the Parties acknowledge and agree that(i) all Sponsorships shall comply in every respect with the requirements described in Schedule 1 of the Video Sponsorship Management Agreement; and, (ii) no termination of the Agreement, any Insertion Order, nor the expiry of the corresponding Fees Schedule, shall relieve Acorns of its obligation to pay any Affiliate Fee due to IBG.

This Fees Schedule shall be in effect for, and correspond to, the First IO Term, subject to Acorns’ continuing obligations to pay the Affiliate Fee. If the Parties wish to renew the First Insertion Order prior to the Expiry of the First IO Term, the Parties agree to engage in good faith negotiation of a new written Fees Schedule corresponding to such renewed, additional, or further Insertion Order, to the Agreement.  
  
 **[ Signature Page To Follow On Next Page ]**

**Influencer Broadcast Group, LLC. Acorns Advisers, LLC.**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Mr. Alex Edson Name:

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