

Agreement for Streaming Services

This Agreement is made and entered into as of the 1st day of October, 2023, by and between **John Doe**, residing at 123 Main Street, Anytown, CA 91234 ("Creator"), and **Switch Interactive, Inc.**, a Delaware corporation with its principal place of business at 310 11th Avenue, Seattle, WA 98101 ("Platform").

1. Services

- **Creator Services:** Creator agrees to provide streaming services to Platform, including but not limited to:
 - Streaming live gameplay of video games on Platform's website and mobile app.
 - Creating and uploading pre-recorded gaming content (e.g., highlights, tutorials).
 - Engaging with viewers through chat and interactions during live streams.
 - Promoting Platform and its services to their audience.
 - Complying with Platform's Community Guidelines and Content Policies.
- **Platform Services:** Platform agrees to provide Creator with:
 - Access to its streaming platform, including tools for broadcasting, chat, and content management.
 - Promotion and marketing support, including featuring Creator's channel on Platform's homepage, social media, and email newsletters.
 - Payment for services rendered, as outlined in Section 3.
 - Access to Platform's Partner Program, which may include additional benefits and support.

2. Content

- **Ownership:** Creator retains all rights to their content, including but not limited to copyrights, trademarks, and other intellectual property rights.
- **License:** Creator grants Platform a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, distribute, display, and perform Creator's content on Platform's services, including but not limited to its website, mobile app, and any other platforms or services owned or operated by Platform.
- **Content Restrictions:** Creator agrees to comply with Platform's Community Guidelines and Content Policies, which are incorporated herein by reference. Creator acknowledges that Platform reserves the right to remove any content that violates its policies.

3. Compensation

- **Payment Method:** Platform will pay Creator via **direct deposit** to their designated bank account.
- **Payment Structure:** Creator will receive a **revenue share** of 50% of the revenue generated from their streams and content on Platform.
- **Payment Schedule:** Payments will be made **monthly** on the 15th of each month.
- **Minimum Guarantee:** Platform will offer Creator a minimum guarantee of **\$1,000** per month for the first six months of the Agreement.

4. Term and Termination

- **Term:** This Agreement will be in effect for a period of **one (1) year**, commencing on the Effective Date.
- **Termination by Either Party:** Either party may terminate this Agreement with **thirty (30) days** written notice.
- **Termination by Platform:** Platform may terminate this Agreement immediately upon written notice if Creator violates Platform's Community Guidelines or Content Policies, or if Creator fails to meet the minimum performance standards set forth in this Agreement.
- **Termination by Creator:** Creator may terminate this Agreement immediately upon written notice if Platform fails to provide the services outlined in this Agreement or if Platform breaches any material provision of this Agreement.

5. Confidentiality

- **Confidential Information:** Both parties agree to keep confidential all information exchanged during the course of this Agreement, including but not limited to financial information, marketing strategies, and technical details.
- **Exceptions:** This confidentiality obligation does not apply to information that:
 - Is already publicly known.
 - Is rightfully obtained from a third party.
 - Is required to be disclosed by law.

6. Entire Agreement

- **Supersedes Prior Agreements:** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings, whether written or oral, related to the subject matter of this Agreement.

7. Governing Law

- **Choice of Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

8. Dispute Resolution

- **Mediation:** Any dispute arising out of or relating to this Agreement will first be attempted to be resolved through mediation.
- **Arbitration:** If mediation is unsuccessful, the dispute will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.
- **Location:** The arbitration will be held in Seattle, Washington.

9. Notices

- **Written Notices:** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by overnight courier service, addressed as follows:
 - If to Creator: 123 Main Street, Anytown, CA 91234
 - If to Platform: 310 11th Avenue, Seattle, WA 98101

10. Severability

- **Invalid Provisions:** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

11. Waiver

- **No Waiver:** No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

12. Assignment

- **Assignment by Creator:** Creator may not assign this Agreement without the prior written consent of Platform.
- **Assignment by Platform:** Platform may assign this Agreement without the prior written consent of Creator.

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

Creator

Signed: JD
Name: John Doe
Title: Content Creator
Date: August 2, 2023

Platform

Signed: Tan
Name: Tan Nancy
Title: Chief Gaming Officer
Date: August 1, 2023