



DIGITAL CHARACTER PACK COMMERCIAL BUSINESS AGREEMENT

This Digital Character Commercial Business Agreement (the “Agreement”), effective as of the date of purchase and the acceptance of the Terms and Conditions (the “Effective Date”), is made by and between Funny Till U Die Ltd., a Bulgarian corporation (“Licensee”), and wallet holder that made the purchase (“Licensor”).

Licensee and Licensor may be referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, Licensee is in the business (the “Licensee Business”) of creation, management and monetization of brands; and

WHEREAS, Licensor is the owner of one or more Digital Character Pack(s) (“DCP(s)”) and agrees by way of purchase of the DCP to automatically, and without reservation, to accept this Agreement; and

WHEREAS, Licensee will license during the Term (as defined herein below) the exclusive digital and physical use of Licensor’s DCP consisting of 2D and 3D images, icons, name, likeness, animations, voice, statements, approved photographs, avatars, and any other current and / or developed properties, now known or hereinafter devised by either the Licensee, its partners, contractors, and / or the Licensor, to which all derivative works become property of the Licensor (collectively, “Licensor Properties”), in connection with and to promote Licensee via a marketing and promotional campaign, product development and sales, and other reasonable efforts, to which the Licensee shall have exclusive rights to execute at its sole discretion;

WHEREAS, Licensor agrees to grant to Licensee the right to use the Licensor Properties during the Term and any subsequent terms (as defined below), on the terms and conditions as set forth herein.

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. Term

The term of this Agreement shall commence on the Effective Date and will continue for ten (10) years, with automatic renewal of ten (10) years terms, unless terminated subject to Section 15 hereof.

2. Territory

The Territory for this Agreement will be Worldwide.

3. Services

Licensor grants Licensee the right and license to use the Licensor Properties in all forms of advertising, broadcasting and commercialization within the Territory, including, but not limited to television, radio, streaming services, consumer print, free standing inserts, at the sole discretion of the Licensee. Licensor also grants Licensee the right and license to utilize Licensor Properties on the Internet through websites, videos, social media, new media, podcasts, and through any and all other forms of media at the sole discretion of the Licensee, whether now known or hereafter devised.

4. Usage.

a. Permitted Media. During the Term of the Agreement, the DCP may be used for advertising, marketing, commercializing and promoting Licensee, anywhere in the world in the manner as described in Section 3, (collectively, the "Media"). All Media uses will be at the sole discretion of the Licensee and the Licensee may make subsequent or additional similar uses of such approved Material in such similar approved Media without seeking any approvals from Licensor.

b. Internal Uses. In addition, at any time during and/or after the Term of the Agreement, the Materials may be used by Licensee solely for intra-company, research, award, file and/or reference purposes and an "archive" section on Licensee's websites (collectively, "Internal Uses"). All costs and expenses for use of Media in connection with this Agreement shall be borne solely by Licensee.

c. Product, Program and Services. The Licensee is granted the exclusive license to create promotional and commercial products, programs, and services, based on the Licensor Properties at its sole discretion.

d. Licensor waives all rights to review and approve all uses of the Licensor Properties including, without limitation: (i) concept; (ii) rough artwork; (iii) final artwork; (iv) prototype samples; (v) production samples (vi) final production products and services, and (vii) packaging.

e. Licensee shall ensure that the Licensor Properties are of the highest reasonable quality standard and appearance and shall be suited to their exploitation, and best advantage and safe for use, and Licensee warrants that all Licensor Properties will maintain the high standards, appearance, and quality that is safe for use.

5. Post-Term. At the end of the Term and any subsequent terms, Licensee shall cease use of any Licensor Properties and shall remove them and any other materials containing the Licensor Properties from Licensee's website and any other controlled sites within thirty (30) days following end of Term and any subsequent terms; provided, that Licensee does not have the obligation to remove material from social media platforms following the Term and any

subsequent terms; provided, further, that Licensee does not run any paid media to support/promote such materials on the social media platforms following the Term and any subsequent terms. The Parties acknowledge that any unauthorized use (e.g., use beyond the Term or any subsequent terms) by third parties of any materials disseminated or distributed by Licensee in accordance with this Agreement shall not constitute a breach by Licensee hereunder provided Licensee verifies that it has, in a timely manner, instructed such third parties of the applicable restriction under this Agreement and to cease use and take down any such materials. Upon termination or expiration of Licensee's rights hereunder pursuant to this Agreement, Licensee shall have the right to sell off any Licensor Properties in its inventory for a period of two (2) years following the effective date of such termination. Licensee shall not manufacture excess inventory in anticipation of any sell-off.

6. Compensation. The Licensee shall pay the Licensor a minimum of ten percent (10%) and a maximum of fifteen percent (15%) of the gross margin from the sale of any item bearing the Licensor Properties at the sole discretion of the Licensee. For clarification (i) based on market conditions, there may be a need for a reduction in selling price, as solely determined by the Licensee, potentially lowering margins, given the fixed direct costs, for all parties; and (ii) Gross Margin shall be defined as the Sale price of an item less the direct creation, manufacturing and selling costs and any advances. Gross Margin does not include any fees and / or costs for fulfillment services, and taxes and these costs will be deducted as per Section 8. Any compensation shall be paid within 60 days after the end of each calendar quarter directly to the wallet containing the DCP in the form of USDC or other stable coins. The Licensor has the right to inspect the sales logs and related documents of the Licensee to verify any bona fide discrepancy and Licensor shall pay the costs of any inspection. **This Agreement does not guarantee that any compensation will be earned by the Licensor.**

7. Exclusivity. During the Term, Licensor will not promote, launch or endorse any other Product (collectively, "Competitive Products") other than for Licensee.

8. Expenses. The Licensee shall be responsible for all reasonable expenses directly related to the design, development, manufacturing, transport and marketing, and can recover these expenses in advance of any compensation paid to the Licensor.

9. Confidentiality. The Parties agree that each Party will not will disclose (including, without limitation and by way of example, via text messaging, blogging or communicating in any way via X, Facebook, Instagram or any other social networking website, tool or device, etc.) any trade secrets or confidential business or personal information of any Party to any third parties, with the exception of each Party's respective attorneys, representatives, under confidentiality agreements, and financial advisors, including but not limited to any content of any advertising (including, without limitation, any scripts, copy, storyboards, animation, music, lyrics etc.) that have not yet been released to the general public, Licensor's relationship with Licensee (until publicly disclosed by Licensee), and any of the terms of this Agreement (including, without limitation, the amount of compensation paid hereunder) (collectively, the "Confidential Information"), except as required by law or court order. In the event any Party is required to disclose Confidential Information pursuant to any law, regulation or court or other government

order, request or requirement, the applicable Party will immediately notify the other Party and take reasonable steps in assisting to secure confidential treatment, contesting the order or otherwise protecting the applicable Confidential Information. Licensor agrees, that they shall not at any time, including in perpetuity after the expiration or termination of the Term and any subsequent terms of this Agreement and, defame or disparage Licensee and/or use, disclose, disseminate or confirm, directly or indirectly, to anyone any information or material, whether or not acquired by Licensor in the course of or in connection with the services rendered by Licensor to Licensee, which may harm, disparage, demean or reflect negatively or poorly upon or cause injury to Licensee.

The foregoing expressly includes, without limitation, communications appearing on the Internet via blogging and/or any social networking sites such as Facebook, X, and Telegram.

10. Grant of Rights. Subject to the terms of this Agreement, Licensor hereby grants to Licensee the right to use during the Term and any subsequent Terms and on the terms and conditions of this Agreement, the Licensor Properties at the sole discretion of the Licensee.

11. Pay or Play. Licensee will not be obligated to produce, release, or otherwise use any materials produced hereunder, and Licensee's only obligation to Licensor hereunder shall be to pay Licensor the compensation set forth herein.

12. Representations, Warranties and Covenants.

(a) Licensor represents, warrants and agrees that:

(i) Licensor is now, and nor during the Term and any subsequent terms shall be, a party to or bound by any contract or agreement which will conflict or interfere in any manner with their respective duties or obligations set forth herein.

(ii) Licensor or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party, provided Licensee complies with the term of this Agreement.

(iii) In performing Licensor's responsibilities under this Agreement, Licensor will comply with all laws and regulations that may concern or relate to such performance.

(b) Licensee warrants, represents and agrees that:

(i) It is a Bulgarian Corporation duly organized, validly existing, and in good standing under the Laws of Bulgaria.

(ii) It has the full right, power, and authority to enter into, and to perform its obligations under this Agreement.

(iii) The execution of this Agreement by its representative whose electronic acceptance is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party.

(iv) It will comply, to the best of its ability, with all applicable local, state, national and international laws, regulations, guidelines, and statutes.

(v) it has or will, to the best of its ability and in a reasonable time period, secure all permits, clearances, licenses, consents in connection with the use of the Licensor Properties.

(vi) the Licensor Properties are of a premium quality and safe for their intended use.

(vii) Subject to each Party's compliance with the terms of this Agreement, all materials created, furnished, produced by or on behalf of Licensee will not, to the best ability of the Licensee, infringe on the rights of any third party.

13. Indemnification.

a. Licensor shall indemnify, defend and hold harmless Licensee, and its officers, members, agents, employees, directors, consultants, successors and assigns (collectively, the "Company Indemnitees"), from and against any and all third party claims, liabilities, losses, damages, injuries, demands, actions, causes of actions, suits, proceedings, judgments, actual out of pocket expenses, reasonable outside attorneys' fees, arising from or in connection with: (i) any uncured material breach by Licensor of any agreement, representation or warranty made by Licensor herein; and (ii) any grossly negligent act or omission of Licensor, which third party claims are reduced to an adverse judgment in a court of competent jurisdiction.

b. Licensee shall indemnify, defend and hold harmless Licensor, from and against any and all third party claims, liabilities, losses, damages, injuries, demands, actions, causes of actions, suits, proceedings, judgments, expenses, reasonable outside attorneys' fees, arising from or in connection with: (i) any uncured material breach by Licensee of any agreement, representation or warranty made by Licensee herein; (ii) any grossly negligent act or omission of Licensee, which third party claims are reduced to an adverse judgment in a court of competent jurisdiction or settled with Licensee's written consent; (iii) the Licensor Properties and (including without limitation any injury, damage, loss, harm with respect thereto) and the development, manufacture, distribution, sale, advertising and promotion in connection therewith.

14. Notice and Opportunity to Cure. Except as otherwise set forth herein, no Party shall be deemed in breach of this Agreement unless the applicable Party has failed to cure any such breach within ninety (90) days following receipt of written notice from the non-breaching Party.

15. Termination. The Term, any subsequent terms, and this Agreement shall terminate on the occurrence of any of the following events:

a. By any non-breaching Party upon failure to cure a breach by a breaching Party, following the Opportunity to Cure period as outlined in Section 14 of this Agreement.

b. Ninety (90) Business Days following the date Licensor provides written notice indicating a failure to make an applicable payment under this or any other agreement between the Parties.

c. Licensee is subject to dissolution and liquidation for any reason, other than a change of control. A "Change of Control" shall be deemed to have occurred if (i) the beneficial ownership of securities representing more than 50% of the combined voting power of the Licensee is acquired by any "person" (other than the current ownership), (ii) the merger or consolidation of the Licensee with or into another organization where the shareholders of the Licensee, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own, directly or indirectly, shares representing in the aggregate 50% or more of the combined voting power of the securities of the Licensee, or (iii) the sale or other disposition of all or substantially all of the Licensee's assets to an entity, other than a sale or disposition by the Licensee of all or substantially all of its assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned directly or indirectly by shareholders of the Licensee, immediately prior to the sale or disposition, in substantially the same proportion as their ownership of the Licensee immediately prior to such sale or disposition.

d. By Licensee, at its sole discretion, in the event the Licensor engages in acts of moral turpitude in accordance with Section 17 of this Agreement.

16. Unique Services. The DCP owned by Licensor are considered special, unique, unusual, extraordinary, and or intellectual property which gives them a peculiar value, the loss of which may not reasonably or adequately be compensated for in damages in an action at law, and that, in the event of a breach by Licensor of any of the provisions hereof, Licensee shall be entitled to seek injunctive and other equitable relief to prevent such breach. The foregoing provisions shall not constitute a waiver by Licensee of any right which Licensee may have to damages or other relief. Nothing herein shall prevent the Licensor from opposing any such application.

17. Moral Turpitude. Licensor represents and warrants that Licensor has not or shall not engage in acts of moral turpitude which may materially damage or materially reflect adversely upon Licensee in any way. Licensor will immediately notify Licensee of any action by Licensor that may negatively reflect upon Licensee and Licensee may immediately terminate this Agreement, at its sole discretion for any such acts of Moral Turpitude, in accordance with Section 15 of this Agreement or in the event of acts of Moral Turpitude, the Licensee may purchase the DCP and / or the underlying Intellectual Property, at its sole discretion, at fair market value to be determined by a 3rd party valuation and / or the sale of similar Intellectual Property.

18. Miscellaneous.

a. This Agreement and any exhibits or addendums attached thereto and incorporated by reference, constitutes the sole and entire Agreement of the Parties and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

b. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed effectively given one Business Day after delivery by:

If to Licensor - (by way of message to the wallet in which the DCP resides)

If to Licensee - funnytilludie@gmail.com

Any Party may designate a new address for notices to the other Party by giving notice of such new address to the other Party, with the new address becoming effective five Business Days following the giving of such notice of new address.

c. No amendment to or modification of this Agreement is effective unless it is updated to the Licensee website and public notice, through social media, or other such distribution at the sole discretion of the Licensee. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will 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.

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

e. No Party will be deemed in default of this Agreement to the extent that performance of their respective obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, epidemic, pandemic (including without limitation COVID19), public health emergency, riots or other civil unrest, accident, injury or illness of Licensor or immediate family, act of government, war, shortages of materials or supplies, or any other cause beyond the reasonable control of either Party ("Force Majeure Event"). In the event of such a Force Majeure Event, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure Event. If any such Force Majeure Event exceeds ninety (90) consecutive days, either Party may terminate this Agreement.

f. This Agreement shall be construed and interpreted in accordance with the laws of Bulgaria and each of the Parties hereto irrevocably attorns to the jurisdiction of the courts of Bulgaria.

h. The Licensor may transfer its DCP, along with any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Licensee. The Licensee may assign its rights or delegate its obligations, in whole or in part, without such consent of the Licensor and upon thirty (30) days prior public notice or directly to the Licensor, via a message to the wallet address holding the DCP, or if not available, through social media, to an Affiliate, or to an entity

that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

i. Counterparts. This Agreement may be executed in counterparts and via acceptance of the Terms and Conditions upon purchase of the DCP.

j. Independent Contractor. It is understood and Agreed that each Party is an independent consultant to the other and not an employee. Any and all taxes applicable to the performance of either Party hereunder and its incurrence of cost therefore are included in any fees payable hereunder and each Party is wholly responsible for any and all necessary tax filings and tax payments in their jurisdiction. Each Party is wholly responsible for withholdings and payments of all taxes of whatever nature. This Agreement shall not create the relationship of employer and employee, partnership or joint venture for either Party. Each Party acknowledges that, to the best of its knowledge, information and belief, the performance of each of its obligations hereunder shall not violate any law, rule, or regulation of any regulatory agency having jurisdiction over the Party.

k. Automatic Acceptance of Agreement. Both Parties acknowledge that this Agreement immediately becomes effective as of the Effective Date and neither Party is required to physically or electronically execute this Agreement. Execution takes place immediately and automatically upon the acceptance of the Terms and Conditions by the wallet holder.

Version 1 - September 2024