

AGREEMENT FOR PROVISION OF CONTENT CREATION SERVICES

The Agreement is concluded between the "Parties":

"Licensor", "Litcaster" or "Author": a person registered on the platform has identified his data in the user profile by creating a litcast channel in the litcast studio section, and

"Licensee" or "LitCom": the full name is indicated in the Contacts section.

Definitions

Services: - services for creating audio content in the form of Litcasts, provided by Litcaster in accordance with the terms, policies and rules of LitCom. The service is necessary to fill the LitCom platform with content.

Other terms - defined in the Litcom Terms of Use

1. SUBJECT OF THE AGREEMENT

1.1. Litcaster provides Services for the benefit of LitCom, taking into account the following:

- Litcaster confirms the creative intention (or intentions) to create a litcast (or litcasts) of an original nature at least once;
- Litcaster is interested in the provision of Services and the possibility of their monetization (receive payment) in accordance with this Agreement and the LitCom Terms of Use;
- This Agreement is the only Agreement providing for payment in favor of Litcaster; at the same time, Litcaster grants LitCom a global free license in accordance with the provisions of a separate License Agreement, which applies to all Litcasters. At the same time, remuneration to the Author (Litcaster) is paid in the form of payment for services for creating content in accordance with this Agreement.

1.2. LitCom is interested in cooperation with Litcaster, orders and pays for Services, taking into account the following:

- Pricing and payment of Services is carried out taking into account that (1) the cost of Litcast for Users is determined by Litcaster using Litcoins, (2) the final cost of Services depends on the popularity of the published Litcast/Litcasts (the number of Litcast listening by Users) and the balance of Litcaster's litcast channel;
- LitCom is interested in receiving Services based on the principles of recurring, with a professional approach and high-quality creative approach on the side of the Litcaster;
- LitCom offers a level and fair playing field for the creative competition of litcasters;
- LitCom independently moderates Litcasts, therefore, it has the right to reject the publication of Litcasts or delete Litcasts, in particular, in case of violation of the rights of third parties.

2. RIGHTS OF THE PARTIES

2.1. Litcaster has the right to:

- 1) Independently choose the topic, genre and other conditions of creating a Litcast, without violating the Terms of Use of LitCom;
- 2) Monetize the result of his/her Services - that is, receive remuneration for the Services, provided that access to Litcast is purchased by users, taking into account the rules, policies and Terms of the LitCom community;
- 3) Determine the conditional value of Litcast in litcoins at which it can be purchased by LitCom users (taxes and/or adjustment of such cost to the end user by LitCom are applied separately).

2.2. LitCom has the right to:

- 1) Use the result of the Services based on this Agreement in combination with the License Agreement;
- 2) Moderate, refuse to publish, remove Litcasts and apply other restrictions based on this Agreement and/or these LitCom Terms of Use;
- 3) Unilaterally change this Agreement and/or LitCom Terms of Use as a whole.

3. OBLIGATIONS OF THE PARTIES

3.1. Litcaster is obliged to:

- 1) Provide Services under the conditions specified in this Agreement and LitCom's Terms of Use.
- 2) In accordance with LitCom's request, participate in actions and procedures necessary to fulfill the terms of the Agreement, which require such participation on the part of the Author;
- 3) Not violating the rights of third parties, including copyrights, and the Terms and Conditions in your Litcast and the use of LitCom in general.

3.2. LitCom is obliged to:

- 1) Use Litcasts under the conditions defined by this Agreement and LitCom's Terms of Use.
- 2) Pay for the Services based on the LitCom Terms of Use directly or through a third party.

4. REMUNERATION (MONETIZATION)

- 1) Users, when gaining access to Litcasts, dispose previously purchased Litcoins, which are transferred from their balance in the amount corresponding to the established conditional cost of access to listening to Litcast. Simultaneously for each Litcast listened to, the Litcaster is credited with Litcoins in the amount set by the Litcaster when publishing the Litcast on his/her Litcast channel. These Litcoins are accumulated on the balance of the respective Litcast - the Litcaster channel where the Litcast was published.
- 2) Litcaster can use Litcoins accumulated on the Litcast channel for transactions within the platform, namely, for listening to other Litcasts.
- 3) Litcaster can monetize the content (Litcasts) created and uploaded by him/her, receiving the appropriate payment according to the LitCom rules. At the same time, the balance of Litcoins accounted for on the Litcaster's Litcast channel will be reduced by the corresponding number of Litcoins, taking into account the amount of the payment to the Litcaster in accordance with the LitCom rules.
- 4) Payment to the Litcaster pursuant to this Agreement and the LitCom rules is made only on the basis of the Litcaster's request issued no earlier than 30 calendar days from the moment of accrual of the corresponding number of Litcoins, provided that the content is not blocked due to complaints by third parties. Payment takes place only at the request of the Author in the user profile (Litcaster) in accordance with the functional settings. The payment is made by transferring the amount requested by the Author (with deduction of appropriate taxes, commissions and other mandatory payments) to the Author's current account, which is provided by him when the request is made. Payment is made within a reasonable time after the successful creation of the request by the Author.
- 5) Litcaster fulfills its tax obligations individually, and LitCom does not act as a tax agent.
- 6) If Litcaster is a resident of a country where LitCom's registered office or the laws of Litcaster's country require LitCom to pay taxes on behalf of the Author, LitCom may withhold the amount of such taxes from the amount paid to Litcaster in accordance with the laws of that country. The list of such countries is published by LitCom.
- 7) The payment is made by transferring the amount requested by the Author and agreed upon by LitCom (with a deduction, i.e. a reduction of the payment amount by the amount of taxes, commissions and other mandatory payments that may arise from LitCom when making such a payment). Payment is made to the Author's account opened in the relevant payment system with which LitCom has partner relations. The Author specifies his account details himself.

5. AGREEMENT DURATION

The Agreement is concluded on an indefinite basis and is terminated after the deletion of the User Profile. After the termination of the term of this Agreement, its individual provisions shall be applied until the payments, the obligations of which arose during the period of its validity, are finally settled.

6. LIABILITY OF THE PARTIES TO THE AGREEMENT

Each Party declares that at the time of execution this Agreement, it does not know anything about the rights of other persons, which could be violated by the implementation of the Agreement.

In case of non-fulfilment or improper fulfillment by Litcaster of the obligations stipulated by this Agreement and the Terms of Use of LitCom, LitCom has the right to suspend the fulfillment of its obligations under the Agreement or terminate legal relations with Litcaster, including this Agreement.

In case of continuous or repeated violation by Litcaster of this Agreement or LitCom's Terms of Use, LitCom has the right to unilaterally terminate the Agreement by notifying Litcaster in writing.

LitCom's liability may not exceed the amount of remuneration paid by LitCom to Litcaster.

LitCom, in the event of receiving a complaint from third parties, in particular, a complaint regarding Litcaster's violation of intellectual property rights, blocks content and blocks Litcoins, as well as has the right to write off Litecoins at its discretion in order to return them to Users who previously purchased a blocked LitCom. At the same time, Litcaster can submit a request regarding such actions of LitCom.

7. SETTLEMENT OF DISPUTES

The parties give priority to solving any disputes through negotiations and in a pre-trial procedure.

8. FORCE MAJEURE CIRCUMSTANCES

The parties are not responsible for non-fulfilment or improper fulfillment of the terms of the Agreement under conditions of force majeure. Upon completion of such circumstances, the Party that has not fulfilled its obligations under the Agreement must fulfill them within the terms for which the fulfillment of obligations was suspended.

9. MISCELLANEOUS

The rights and obligations of each Party under this Agreement may not be transferred to another natural or legal person without the written permission of the other Party, except for the cases provided for in this Agreement and the LitCom Terms of Use. This Agreement is an integral part of the LitCom Terms of Service. For all matters not provided for in this Agreement, the Parties are governed by the current legislation of the country in accordance with LitCom's Policy, LitCom's Terms of Use and this Agreement as an integral part thereof may be unilaterally changed by LitCom.