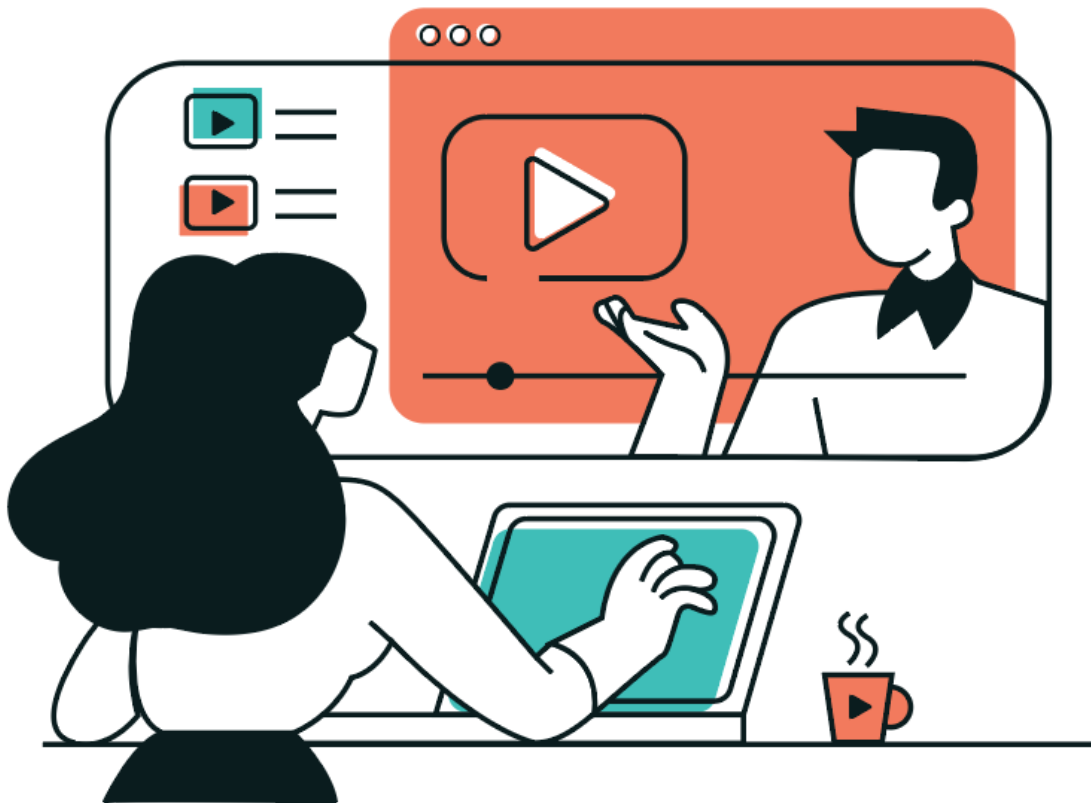




REFERRAL AGREEMENT

Last Updated - July 7, 2021



Lyceum Technologies Inc

2035 Sunset Lake Road, Suite B-2, Newark, United States. 19702

www.hippovideo.io

This Referral agreement (the “**Agreement**”) is entered into Lyceum Technologies Inc., with its principal place of business at 2035 Sunset Lake Road, Suite B-2, Newark, Delaware, 19702 (“**Lyceum**”); and [●], a [●] corporation, with its registered office / principal place of business at [●] (“**Partner**”).

Both Lyceum and the Partner shall be individually referred to as “**Party**” and collectively as “**Parties**”.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1. “**Affiliate**” of either Party, means any person or entity that controls, is controlled by, or is under common control with a Party to this Agreement. The term “control” as used in the immediately preceding sentence means the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares, partnership interests, membership shares, or similar evidences of ownership of an entity;
- 1.2. “**Applicable Law**” means any applicable national, international, local, state laws and regulations;
- 1.3. “**Lyceum Marks**” means any trademark, service mark, trade name, logo, domain name or other indicator of source, affiliation or sponsorship, whether registered or unregistered, of Lyceum;
- 1.4. “**Lyceum Product(s)**” means the software-as-a-service solution and services identified in **Schedule I** of this Agreement which are expressly permitted for referral by the Partner in accordance with the terms set out in this Agreement.
- 1.5. “**Lyceum Properties**” means any and all of the Lyceum Product(s), Lyceum Marks, Marketing Materials, Lyceum’s Confidential Information and other technologies, information and materials provided by Lyceum to the Partner to enable the Partner to market the Lyceum Product(s);
- 1.6. “**Insolvency Event**” means any of the following events: where a Party ceases to do business, becomes unable to pay its debts when they fall due, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business, any composition or arrangement is made with any one or more classes of its creditors, takes or suffers any similar action in consequence of debt, an order or resolution is made or passed for its dissolution, winding-up or liquidation (other than for the purposes of solvent



amalgamation or reconstruction), enters into liquidation whether compulsorily or voluntarily or any analogous or comparable event takes place in any jurisdiction;

- 1.7. **“Intellectual Property Rights”** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, design rights, database rights in computer software, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.8. **“Marketing Materials”** means any advertising, promotional or marketing materials for or relating to the Lyceum Product that Lyceum may make available to Partner from time to time during the Term;

2. Appointment of Partner

- 2.1. Subject to the Partner’s compliance with the terms and conditions of this Agreement, Lyceum hereby appoints Partner as a non-exclusive source for referrals of the Lyceum Product(s) and the Partner hereby accepts such appointment. The Partner shall have the opportunity, independently or in conjunction with Lyceum, to identify or recommend the Lyceum Product(s) to the Leads (*as defined below*) or in some other manner facilitate the sale of Lyceum Product(s) to the Leads.

3. Referral Services

- 3.1. The Parties agree that, as a result of the Partner’s sales and marketing efforts, a Lead may purchase the Lyceum Product(s) and subscribe to receive such Lyceum Product(s) directly from Lyceum.
- 3.2. The Parties agree that the Lyceum Product(s) set forth in **Schedule I** are eligible for referral, and the Partner may present or introduce them to any customer, prospect or contact (**“Lead”**) so long as the Lead is not in direct competition with Lyceum.
- 3.3. Lyceum may revise the Lyceum Product(s) set forth in **Schedule I** to add or delete Lyceum Product(s) at any time, in its sole discretion, with prior written notice to the Partner.

4. Referral Process

The Parties agree to follow the following process for engaging with Leads:



- 4.1. The Partner shall notify Lyceum of an opportunity or a project with a Lead or shall ensure to place the unique tracking link provided during the time of signup while driving traffic to the Hippo Video website
- 4.2. Lyceum shall check its internal sales tracking databases/CRMs to determine whether or not the Lead is a current Lyceum customer or whether such Lead is:
 - 4.2.1. not currently under contract with Lyceum;
 - 4.2.2. not a recipient of a proposal from Lyceum;
 - 4.2.3. not being actively worked by Lyceum's sales representative(s); or
 - 4.2.4. not currently identified as a Qualified Opportunity from another Lyceum partner.
- 4.3. If Lyceum determines that at least one of the exclusions above are applicable, Lyceum shall notify the Partner that the Lead is not a Qualified Opportunity.
- 4.4. Lyceum shall maintain an up-to-date accounting of Qualified Opportunities that have been closed, as well as all Qualified Opportunities that have expired.
- 4.5. Any different sales process than the one outlined in this section will be mutually agreed in writing between the Parties.
- 4.6. Lyceum shall pay the Partner the Commission in accordance with Clause 5 below.

5. Payment Terms

- 5.1. With respect to each Qualified Opportunity that results in a Closed Sale, Lyceum shall pay to the Partner a commission as outlined in **Schedule I** (the "**Commission**") following receipt of payment from the Qualified Opportunity. The Commission shall be eligible only on Closed Sales of Lyceum Product(s), provided, however, that no Commission is payable on any maintenance or related support services provided by Lyceum to such Qualified Opportunity(ies). For the purposes of payment herein, a "**Closed Sale**" means that the Qualified Opportunity referred to Lyceum based on this Agreement, subscribes to the Lyceum Product(s). The Commission shall not be applicable for any Lyceum Product(s) subscribed to by Partner or Partner's Affiliates.
- 5.2. The Commission shall be paid monthly. Lyceum shall issue to the Partner a report detailing the Commission that has accrued during such month ("**Payment Report**"). Payment Reports shall be made available online.



6. Referral Restrictions

6.1. The Partner agrees not to associate Lyceum Properties with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Lyceum's sole discretion. The Partner agrees not to send unsolicited electronic messages to multiple unrelated recipients ("**Spamming**") in promoting Lyceum or Lyceum Product(s), or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.

7. Confidential Information and Privacy

7.1. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**").

7.2. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party.

7.3. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder.

7.4. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with Applicable Law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings.

7.5. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.



8. Intellectual Property Rights

8.1. All right, title and interest in and to the Lyceum Properties, including all Intellectual Property Rights therein, are and will remain, respectively, with Lyceum and the respective rights holders in any third-party materials. The Partner has no right with respect to any Lyceum Properties except as expressly provided under this Agreement

9. Term and Termination

9.1. Initial Term

The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until 2 year(s) from such date (the "**Initial Term**").

9.2. Renewal Term

This Agreement will automatically renew for additional successive 1 year(s) unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 days prior to the expiration of the then current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

9.3. Termination

In addition to any other express termination right set forth elsewhere in this Agreement, during the Term: (1) either Party may terminate this Agreement by providing a thirty (30) days prior written notice to the other Party; (2) Lyceum may terminate this Agreement with immediate effect for any material breach of the Agreement that is not cured by the Partner within ten (10) days of written notice that specifies the breach; and (3) either Party may terminate this Agreement, effective immediately, if an Insolvency Event occurs in respect of the other Party.

9.4. Effect of Expiration or Termination

Upon expiration or termination of this Agreement: (a) all rights provided hereunder shall terminate; (b) Lyceum shall pay all the dues/amounts to the Partner in accordance with the payment provisions herein; (c) all Marketing Materials under the possession of the Partner shall be returned to Lyceum within 30 days of the date of termination /expiry of this Agreement. Termination of this Agreement will not affect the rights and obligations of the Parties that accrued prior to the effective date of the termination.



10. Warranties

10.1. LYCEUM HEREBY DISCLAIMS ANY WARRANTIES ON THE LYCEUM PRODUCTS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. Indemnification

11.1. The Partner shall indemnify and hold Lyceum harmless from and against any and all claims, proceedings, losses, damages, liabilities, fines, penalties, costs and fees (including attorneys' fees) arising out of any breach of this Agreement by the Partner, in violation of any covenants in this Agreement, or any acts or omissions of the Partner.

12. Limitation of Liability

12.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT: (A) LYCEUM'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE AGGREGATE COMMISSION PAID BY LYCEUM TO THE PARTNER IN THE LAST TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM OR OCCURRENCE; (B) LYCEUM SHALL NOT BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, LOSS OF BUSINESS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOSS OF PROFIT OR REVENUE,), EVEN IF LYCEUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Miscellaneous

13.1. Assignment: Partner may not directly or indirectly, assign all or any part of this Agreement or its respective rights under this Agreement or delegate performance of its respective duties under this Agreement without the prior consent, which consent shall not be unreasonably withheld, of Lyceum. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

13.2. Entire Agreement and Revisions: This Agreement, together with any schedules or annexes, constitute the entire agreement, and supersede any and all prior agreements between the Partner and Lyceum with regard to the subject matter hereof. This Agreement shall prevail over the terms or conditions in any purchase order or other order documentation the Partner or any entity that the Partner



represents provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either Party with respect to the subject matter hereof. Upon mutual consent, this Agreement may be amended in writing, in which case the new Agreement will supersede prior versions.

- 13.3. Severability; No Waiver: If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by Applicable Law, and the remaining provisions of this Agreement shall remain in effect. Lyceum's non-exercise of any right under or provision of this Agreement does not constitute a waiver of that right or provision of this Agreement.
- 13.4. Relationship of the Parties: The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the Parties.
- 13.5. Non-Solicitation: Both Parties agree not to employ or solicit for employment, either directly or through an Affiliate, any current employee or contractor of the other Party or any individual who was an employee or contractor of the other Party during the preceding six (6) months, for purposes of encouraging such employee to leave or terminate his or her employment with the company.
- 13.6. Survival: All clauses which, by their nature are intended to survive, including without limitation Clauses 7 (*Confidential Information and Privacy*), 8 (*Intellectual Property Rights*), 9 (*Term and Termination*), 10 (*Warranties*), 11 (*Indemnification*), 12 (*Limitation of Liability*), 13 (*Miscellaneous*) and the Schedule, shall survive any termination of this Agreement. Termination shall not limit either Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.
- 13.7. Notices and Consent to Electronic Communications: All notices to be provided by Lyceum to the Partner under this Agreement may be delivered in writing (i) by nationally recognized overnight delivery Service(s) ("**Courier**") or to the contact mailing address provided by the Partner; or (ii) electronic mail to the e-mail address provided by the Partner. Lyceum's address for a notice to Lyceum is "contracts@hippovideo.io" by electronic mail. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.



13.8. Governing Law and Dispute Resolution: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, USA without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this shall be instituted in the commercial courts of Delaware and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

ACCEPTED AND AGREED BY:

<hr/> (PARTNER)	<hr/> (LYCEUM TECHNOLOGIES, INC.)
Name:	Name:
Title:	Title:



SCHEDULE I

LYCEUM PRODUCT(S): Hippo Video Platform License

COMMISSION:

1. When a lead referred, becomes a paying customer the partner will be eligible for a recurring commission of 20% of the monthly recurring revenue payable every month after the customer has successfully paid their platform subscription.

2. If the referred lead chooses an annual or quarterly subscription plan and successfully pays the platform subscription, the partner becomes eligible for a recurring commission of 20% of the monthly recurring revenue payable every month.

Hippo Video offers a tiered commission structure to partners where the commission % increases with increasing monthly recurring revenue. Details of the tier structure will be shared with partners at the time of onboarding.

