



ASIA - CAPTIONER AGREEMENT (SHORT FORM)		
	Parties	<ol style="list-style-type: none">1. Ai-Media Inc (File Number 5996348), a company registered in the state of Delaware, United States of America, with its office located at 241 West Federal Street Youngstown, OH 44503 (Ai-Media);2. The Captioner noted in the applicable Ai-Media Captioner Registration Form (Captioner)
1	Commencement Date	On full execution
2	Engagement	<ol style="list-style-type: none">a) Ai-Media hereby engages the Captioner to provide the Services and Deliverables as ordered by Ai-Media from time to time.b) The Captioner is responsible for supplying all equipment, tools, internet connectivity and software necessary to provide the Servicesc) In consideration for such Services, Ai-Media will pay to the Captioner the Fees on the terms provided herein. Ai-Media Contact may change at any time during the Agreement at the discretion of Ai-Media.
3	Term	<ol style="list-style-type: none">a) Initial Term: 1 year commencing on Commencement Date.b) 30 days prior to the end of the Initial Term, either party may terminate this Agreement by providing notice to the other of such intention. If no such notice is provided then the Term shall be extended, on a rolling basis, for further 1 year periods.
4	Services	As prescribed in Schedule 1
6	Terms of Service	<ol style="list-style-type: none">a) Ai-Media, at its discretion, may make Services Orders available to the Captioner. Ai-Media does not guarantee a minimum number of assignments offered to the Captioner.b) The Captioner must advise Ai-Media if it accepts an assignment of Services. The Captioner must complete an accepted assignment on the terms and Fees required by Ai-Media.c) Ai-Media shall have 10 days after receipt of Deliverables to assess the quality thereof. Acceptance shall deem to occur 10 days after receipt of material unless Captioner receives a written response indicating what changes are deemed necessary.d) The Captioner agrees to tag all Deliverables provided hereunder as owned by Ai-Media (whether in meta data or as otherwise directed by Ai-Media).e) Subject to clause 9, Ai-Media may cancel an assignment accepted by the Captioner at any time and for any reason.f) This engagement is non-exclusive upon both partiesg) The Captioner must not subcontract its service obligations under this Agreement.
7	Captioner Obligations	The Captioner: <ol style="list-style-type: none">a) must be fully authorised and able to enter into this Agreementb) must perform the Services with due care and skill and in a professional, competent, lawful and efficient manner;c) must perform the Services to the minimum quality standards notified by Ai-Media in writing from time to time, and whereas at the date of this Agreement;

		<ul style="list-style-type: none"> d) must not do anything that may be harmful to the reputation or interests of Ai-Media; e) must comply with all policies and procedures issued by Company that may be relevant to the Services, including policies and procedures relating to information technology, security, use of Ai-Media’s software and online platforms and privacy; f) must comply with all legal requirements, statutory or otherwise, so far as they affect or apply to the Captioner or to the Services; g) must immediately correct at the Captioner’s own cost any deficiencies in the provision of the Services identified by Ai-Media and notified to the Captioner; h) is responsible for keeping its own insurances, including but not limited to public liability, professional indemnity and workers compensation insurance. From time to time Ai-Media may request that it provides certificates of currency for your insurance policies, upon request by Ai-Media you acknowledge and agree that you are required to provide requested certificates of currency; i) Agrees that any preparation, setup and research which it chooses to undertake as part of your method of delivering quality output is at its cost. No payment or reimbursement is made for its expenses. All tools, materials and computer equipment is owned outright by the Captioner. Costs relating to tools, materials, property and services used to deliver the Services, including but not limited to software licenses, insurances, rent and internet connectivity will be borne by the Captioner. The Captioner acknowledges and agrees that it is entirely within its control as to whether it realize a profit or incur a loss under this Agreement. The Captioner acknowledges and agrees that, generally, the more jobs which it delivers to the satisfaction of contract specifications, the greater chance it will have of making a profit. You acknowledge and warrant that, while performing all services and work under this Agreement, it operates independently of Ai-Media’s day to day business operations and shall not be eligible to participate in any of Ai-Media’s employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs; j) shall be solely responsible for the determining the method, mode, manner and hours in which the Services is performed under the Agreement; and k) agrees that Ai-Media shall not provide workers’ compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to the Captioner. The Captioner shall comply at your own expense with all applicable provisions of workers’ compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors.
<p>8</p>	<p>Fees</p>	<ul style="list-style-type: none"> a) In consideration of the Captioner providing the Services in accordance with this Agreement, Ai-Media will pay the Fees which are to be mutually agreed between the parties upon Captioner’s acceptance of the relevant job. b) The Fees are exclusive of tax, fees, imposts or charges. Each party agrees to comply with relevant laws relating to goods and services or sales tax.

		<ul style="list-style-type: none"> c) The Captioner must issue a detailed tax invoice for Services rendered for each job finished and accepted by Ai-Media. Ai-Media will pay the Fee to the Captioner within 30 days of receipt of a non-disputed tax invoice. a) Without prejudice to clause 8(c), the Captioner will not be paid any Fees in respect an assignment of Services where: <ul style="list-style-type: none"> i. the Services do not meet Ai-Media's quality standards; or ii. where the Captioner cancels the assignment or otherwise fails to provide the Services. b) Captioner are required to complete claimed work by the stated due date and time. If Captioner does not submit a job by the due date and time (or such job is of a poor quality), Ai-Media will consider that job incomplete and reserves the right to withhold pay for that job. c) No payment or reimbursement is made for Captioner's expenses.
<p>9</p>	<p>Cancellation</p>	<ul style="list-style-type: none"> a) If Ai-Media cancels an assignment that has been accepted by the Captioner within 24 hours of its due date, then Ai-Media must still pay the Captioner the full Fees for that Service Order. Otherwise, Ai-Media is not liable to pay any Fees to the Captioner for assignments cancelled by Ai-Media. b) Ai-Media may set-off any amount payable to the Captioner by Ai-Media under this Agreement against any amount payable by the Captioner to Ai-Media. The Cancellation Fee may, at Ai-Media's discretion, be deducted from the Fees payable for Services. c) All expenses incurred by Captioner in performing the Services will be the sole responsibility of Captioner. d) All payments to any Worker shall be the sole responsibility of the Captioner and Captioner hereby indemnifies and holds Ai-Media harmless in respect of any liability that arises directly or indirectly in respect of such matters.
<p>10</p>	<p>Indemnity</p>	<ul style="list-style-type: none"> a) The Captioner indemnifies, and must keep indemnified, Ai-Media, its related parties, directors, staff, agents and affiliates from all claims or loss, that are suffered or incurred arising directly or indirectly from, or in connection with: <ul style="list-style-type: none"> i. any breach of this Agreement by the Captioner; ii. any liability in respect of any amount or premium related to benefits, pension, income tax, insurance or any similar charge in respect of it; iii. any negligent, wrongful or unlawful act, error or omission of the Captioner; iv. any personal injury or death, or loss of, or damage to, property caused or contributed by any act or omission of the Captioner; or v. any third-party claim caused by any act or omission of the Captioner, including that the Captioner has breached the Intellectual Property rights of a third party. b) YOU EXPRESSLY UNDERSTAND AND AGREE THAT AI-MEDIA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AI-MEDIA HAS BEEN ADVISED OF THE

		<p>POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE ANY AI-MEDIA SERVICE OR ANY COMPONENTS OF THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL AI-MEDIA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNTS PAID OR PAYABLE BY AI-MEDIA IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).</p> <p>c) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OR ACCESS TO THE SERVICE. IN ALL CASES, YOU HEREBY AGREE THAT THE ABOVE EXCLUSION OF WARRANTIES AND LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.</p> <p>d) To the maximum extent permitted by applicable law, Ai-Media assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our Service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal data stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party.</p>
11	Confidentiality	<p>a) A party must not disclose any Confidential Information of the other party, except:</p> <ul style="list-style-type: none"> i. as required by law judicial or governmental body; or ii. with the prior written consent from the other party. <p>b) A party must only use the Confidential Information, for performing its obligations hereunder.</p> <p>c) A party must store Confidential Information safely and securely.</p> <p>d) A party must immediately notify the other party in writing of any actual or threatened disclosure of any Confidential Information.</p> <p>e) Upon termination or expiry of this Agreement, each party must destroy, all Confidential Information in its possession or control.</p> <p>f) A party, or its Workers, will not in any way (directly or indirectly) make disparaging comments regarding the other or the circumstances of this Agreement which is likely to bring into disrepute or otherwise adversely affect the other party's goodwill or reputation.</p>

		<p>g) In this Agreement, Confidential Information means all information (whether oral or otherwise) relating to a party and its business that is not publicly available including without limitation strategic, corporate, clientele, operational and financial information and all other business, technical and financial information (including, without limitation, the Services and any of its features, processes and systems and any intellectual property rights relating thereto, Ai-Media (or its client's) content, the identity of and information relating to users of its platforms, clients or employees) developed, learned, accessed or obtained by or for or on behalf of Captioner during the period that Captioner are to be providing the Services that relate to Ai-Media or its clients or the business or demonstrably anticipated business of Ai-Media or in connection with the Services or that are received by or for Ai-Media in confidence and the contents of this Agreement.</p> <p>h) Captioner agrees that it has no expectation of privacy with respect to Ai-Media's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that its activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.</p>
<p>12</p>	<p>Intellectual Property</p>	<p>a) If Ai-Media discloses to the Captioner any of Ai-Media's or its client's Intellectual Property, all rights to that Intellectual Property (including amendments made by the Captioner) remain the sole property of Ai-Media. Captioner hereby assigns to Ai-Media all Intellectual Property rights therein, and the Captioner will do all things necessary to give effect to such assignment (and will procure that its Worker do all of the same to affect such assignment).</p> <p>b) The Captioner irrevocably and unconditionally assigns to Ai-Media all Intellectual Property rights in the Contract Materials and Developed IP and will do all things to effect to such assignment (and will procure that its Worker do all of the same to affect such assignment)</p> <p>c) The Captioner warrants that the Contract Materials and Developed IP do not infringe the Intellectual Property rights or other rights of a third party.</p> <p>d) The Captioner irrevocably and unconditionally consents and must ensure that its Workers irrevocably and unconditionally consent, to all acts and omissions of Ai-Media which may otherwise infringe Moral Rights or analogous rights in the Contract Materials.</p> <p>e) Without limitation, Ai-Media may change, copy, adapt and/or translate a Work in any manner or context for any purpose notwithstanding that such conduct may amount to derogatory treatment of the work (or otherwise infringe Moral Rights).</p> <p>In this Clause:</p> <p>Contract Materials means materials created by the Captioner in performing the Services, including reports, presentations, data, transcripts, training material, designs, drawings and other documents.</p> <p>Developed IP means all Intellectual Property (and parts thereof) created, developed or generated by the Captioner in performing or as a result of the Services.</p> <p>Intellectual Property means all registered and unregistered copyright, designs and industrial designs, circuit layouts, trademarks, trade secrets, confidential information, patents, invention and/or discoveries.</p>

<p>13</p>	<p>Termination</p>	<ul style="list-style-type: none"> a) Either party may terminate this Agreement at any time on 10 days' written notice ("Notice Period") to the other. b) The parties acknowledge that: <ul style="list-style-type: none"> i. during the Notice Period the Captioner must ensure that all work allocated to the Captioner prior to the giving or receiving of notice is completed by the end of the Notice Period; and ii. the Captioner will not be provided with additional work beyond the final date of the Notice Period. c) A party may terminate this Agreement immediately with notice if: <ul style="list-style-type: none"> i. if the other party commits a breach and fails to remedy the breach within 5 days of receiving a notice from the first party identifying the breach and remediation of the breach; or ii. the other party becomes insolvent, bankrupt or the subject of liquidation or administration proceedings. d) Notwithstanding Clause 13(c), Ai-Media may, at its discretion, terminate this Agreement immediately if the Captioner does any of the following: <ul style="list-style-type: none"> i. the Captioner delivers Deliverables that are not of sufficient quality; ii. is guilty of any dishonesty, fraud or negligence in connection with the provision of the Services; iii. breaches Clause 15 of this Agreement in any way; iv. engages in any act or omission that in the reasonable opinion of Ai-Media, does or is likely to injure the goodwill, reputation or business of Ai-Media; v. is charged with any serious criminal offence; or vi. is subject to proceedings or claims related to a breach of intellectual property or confidentiality obligations and/or rights. e) On termination, the Captioner must immediately deliver to Ai-Media all of Ai-Media Confidential Information, Intellectual Property, and other property, which has come into the Captioner's possession or control hereunder.
<p>14</p>	<p>Non-Solicitation and Restraint</p>	<ul style="list-style-type: none"> a) During the Term and for a period of 3 years after the termination or expiry of this Agreement, the Captioner must not (and will ensure that any Workers must not): <ul style="list-style-type: none"> i. canvass, solicit or endeavour to entice any employee, contractor or Captioner of Ai-Media to terminate their contracts of employment or engagement with Ai-Media; ii. induce any other person to perform any of the acts specified in sub-clause (a) b) The Captioner acknowledges that any breach by the Captioner of this clause would cause harm and significant damage to Ai-Media and accordingly that Ai-Media has the right to seek immediate injunctive relief. c) Furthermore, Captioner hereby represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of the Agreement, or that would preclude it from fully complying with the provisions hereof, and further certify that you will not enter into such conflicting agreement during the term of this Agreement.

		<p>d) The Captioner acknowledges that the covenants herein are fair and reasonable and that Ai-Media is relying upon this acknowledgement in entering into this Agreement.</p>
<p>15</p>	<p>Privacy and Data Protection</p>	<p>Where any Ai-Media Content provided to Captioner by Ai-Media or a customer contains personal data, personal information or equivalent thereof (as such terms are defined by Applicable Data Protection Laws) ('Personal Data') Captioner must at all times comply with the requirements of all Applicable Data Protection Laws. This clause 15 (Privacy and Data Protection) is in addition to, and does not relieve, remove or replace, any obligations that Captioner may otherwise have under Applicable Data Protection Laws.</p> <p>Without prejudice to the generality of the above provision, Captioner must, in relation to any Personal Data processed or handled by Captioner in providing the Services or at all under this Agreement:</p> <ul style="list-style-type: none"> (i) process that Personal Data only on the written instructions of Ai Media, unless required by any Applicable Data Protection Laws (provided that in the latter case Captioner notifies Ai Media of the scope of any such requirements); (ii) ensure that Captioner has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of all systems and services handling or processing Personal Data, ensuring that availability of and access to Personal Data can be restored in a timely manner after any incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted); (iii) notify Ai Media immediately if Captioner becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of Personal Data or of any Personal Data Breach, and in any event within 24 hours on becoming aware of such, whether arising as a result of a security incident or otherwise. Captioner will respond without delay to all queries and requests for information from Ai Media about any incident, in particular bearing in mind any statutory or other regulatory timescales that Ai Media (or any member of the Ai Media group of companies) may be required to comply with; (iv) take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data, and their treatment of the Personal Data as confidential; (v) notify Ai-Media promptly upon becoming aware and in any event within 24 hours if Captioner receive a request from a third party for access to its Personal Data; (vi) at the written direction of Ai Media, delete or return Ai Media Content including Personal Data and copies thereof to Ai Media on termination of this Agreement for reason, unless required by Applicable Data Protection Laws to store the Personal Data (provided that in the latter case Captioner notify Ai Media of the scope of any such requirements); (vii) maintain complete and accurate records and information in its provision of the Services to demonstrate compliance with this clause; and

	<p>(viii) indemnify and hold harmless Ai Media (and each member of the Ai Media group of companies, as relevant) against any and all claims, damages, liability, settlement, attorneys' fees and expenses, including any loss or damage suffered by Ai Media or any member of the Ai Media group of companies in relation to any breach by Captioner, or its authorised personnel, Workers or contractors, of the obligations set out hereunder.</p> <p>As regards any export of Personal Data to which the EU GDPR applies and with respect to which Captioner act as a Data Processor (as such term is defined under the EU GDPR). Captioner will comply with the obligations of a transferee as set out under the EU Standard Contractual Clauses.</p> <p>Ai Media is entitled, on giving reasonable notice to Captioner to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the Processing of Personal Data. The requirement to give notice will not apply if Ai Media believes that Captioner is in breach of any obligations under this Agreement. Without prejudice to the generality of the foregoing, Captioner must make available to Ai Media all information necessary to demonstrate compliance with the obligations laid down in Applicable Privacy Laws and will allow for and contribute to audits, including inspections, conducted by Ai Media or another auditor mandated by any member of the Ai Media group of companies.</p> <p>Ai Media does not consent to Captioner appointing any third party processor of Personal Data under this agreement unless agreed otherwise in writing.</p> <p>Further, in providing the Services and at all times, Captioner must:</p> <ul style="list-style-type: none"> (a) take reasonable precautions to preserve the integrity of Ai-Media Content, including Personal Data, User data and other information which Captioner processes under or in relation to this Agreement (Ai Media Data) to prevent any corruption or loss of such; (b) make regular backup copies of Ai Media Data at such intervals as Ai Media may request (and if not so requested, weekly) and record the copy on media from which the Ai Media Data can be reloaded if there is any corruption or loss of such; (c) in such event and if attributable to any default by Captioner or any of its contractors, promptly restore the Ai Media Data at its own expense or, at Ai Media's, promptly reimburse Ai Media for any reasonable expenses it incurs in having the Ai Media Data restored by a third party; and (d) at the written request of Ai Media at any time or times up until 6 months after termination of this Agreement howsoever arising return to Ai Media without further charge and in the format stipulated by Ai Media a copy of all Ai Media Data residing on all systems and equipment. <p>Captioner warrants that the security of Captioner's network and information systems is up to date and accurate and that Captioner will update Ai Media promptly in the event of any changes.</p> <p>Captioner will use best endeavours to ensure business continuity for Ai Media, Users and customers at all times.</p> <p>For the purposes of this clause 15:</p>
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		<p>Applicable Data Protection Laws means all US, European UK and international applicable laws, enactments, regulations, regulatory policies, guidelines, mandatory and legally required industry codes, regulatory permits and regulatory licences which are in force from time to time, including, in respect of Captioner and its contractors, any statutory duty relating to or impacting upon the processing and /or privacy of personal data, including, as applicable, the EU General Data Protection Regulation 2016/679, dated 27 April 2016 (EU GDPR) on the protection of natural persons with regard to the processing of personal data and or the free movement of such data.</p> <p>EU Standard Contractual Clauses means the standard contractual clauses for the transfer of personal data from an EEA established controller to processors established in third countries, as approved by the European Commission Decision (2010/87/EC) under the EU Directive (95/46/EC) or any set of clauses approved by the European Commission or a Supervisory Authority (as defined under the EU GDPR) which subsequently amends, replaces or supersedes these.</p>
16	Disputes	<p>a) Captioner shall agree to the dispute resolution process outlined in Schedule 3 hereto.</p>
17	General	<p>b) Clauses 10, 11, 12, 13, 14, 15 and 16 shall survive termination of this Agreement.</p> <p>c) All notices must be provided to the other via email as noted in Schedule 2.</p> <p>d) Except with the prior written approval of the Company, the Captioner will not hold itself out as being authorised to exercise any responsibilities for or on behalf of the Company, bind the Company to a contract, or create any liability against the Company in any way or for any purpose.</p> <p>e) This Agreement is a legally binding agreement. Parties will enter into a long form agreement in respect of the above, however, if such long form is not executed, this Agreement shall remain binding on all parties.</p> <p>f) The relationship between the parties is that of a principal and an independent contractor and contains the whole agreement between the parties in respect of the subject matter of the Agreement.</p> <p>g) Ai-Media may assign whether in whole or part, its rights or obligations herein. Captioner may not assign any part of this Agreement without the prior written approval of Ai-Media.</p> <p>h) You agree that: (i) the Service shall be deemed solely based in Delaware; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Ai-Media, either specific or general, in jurisdictions other than Delaware.</p>



SCHEDULE 1

SERVICES

Translation, transcription, audio description, media alternative and/or captioning services and deliver the translation, transcription, audio description, media alternative and/or captioning deliverables (“**Deliverables**”) as requested by Ai-Media.



SCHEDULE 2

ADDRESS FOR NOTICES

- **Ai-Media:**

Name: Looi Poh Ling

Email: looi.pohling@ai-media.tv

Phone: +601 23328322

Address: Park Avenue Rochester, 31 Rochester Drive, Level 02 – Suite 69,
Singapore 138637

- **Captioner:** As provided in the Ai-Media Captioner Registration Form, completed by the Captioner.



SCHEDULE 3

DISPUTE RESOLUTION PROCESS

Arbitration and Class Action Waiver

- a. Delaware Rapid Arbitration Act. Any dispute arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration conducted in the State of Delaware in accordance with the Delaware Rapid Arbitration Act. The award rendered by the arbitrators shall be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof.
- b. Initial Dispute Resolution. Most disputes can be resolved without resort to litigation. Ai-Media and you each agree to use its best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Ai-Media support department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. To commence this procedure, you hereby agree to contact Ai-Media's support department at onlinesupport at ai-media.tv, or Ai-Media may contact you using the last available information it has for you.
- c. Binding Arbitration. If Ai-Media and you do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then both Ai-Media and you hereby agree to resolve by arbitration any and all controversies, claims, or disputes arising out of, relating to, or resulting from: (1) your consulting relationship with Ai-Media, (2) the termination of your contractor relationship with the Ai-Media, (3) the performance or breach of the Agreement, (4) any other aspect of the Agreement, including the classification of you as an independent contractor, or (5) without limiting the foregoing, any city, county, state or federal wage-hour law, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by Ai-Media and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims, in each case, by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in the State of Delaware, unless you and Ai-Media agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- d. Exclusions. The Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of the Agreement are expressly excluded from Section 11. The claims not covered by this Arbitration Provision are claims that are not arbitrable by law, which include claims under the California Private Attorney General Act ("PAGA") only for so long as PAGA claims are held to be not arbitrable by law by the California Supreme Court, the Ninth Circuit Court of Appeals, or the United States Supreme Court.



e. **Filing Fee.** To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Ai-Media will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Ai-Media will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not seek more than US\$75,000. Both Ai-Media and you hereby agree that the arbitrator shall have the power to award any remedies available under applicable law, and that the arbitrator shall award attorneys' fees and costs to the prevailing party, except as prohibited by law. Both Ai-Media and you hereby understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. Ai-Media and you each further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. Whether or not you are a resident of the United States, arbitration shall be initiated and conducted in the State of Delaware, unless you and Ai-Media agree otherwise, and you and Ai-Media agree to submit to the personal jurisdiction of any federal or state court the State of Delaware in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. While Ai-Media will not take any retaliatory action in response to any exercise of rights you may have under Section 7 of the National Labor Relations Act, if any, Ai-Media shall not be precluded from moving to enforce its rights under the Federal Arbitration Act to compel arbitration on the terms and conditions set forth in this Agreement.

f. **Class Action Waiver.** Both Ai-Media and you hereby further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action (subject to the portion of Paragraph 11(d) above with respect to PAGA claims), and both Ai-Media and you each expressly waive its respective right to file a class action, seek relief on a class basis, or join or serve as a member of a class action. **YOU AND AI-MEDIA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class or representative basis, then this Section 11 shall be deemed null and void in their entirety and the Parties shall be deemed to have not agreed to arbitrate disputes.

g. **30-Day Right to Opt Out.** You have the right to opt out and not be bound by this version of Section 11 by sending written notice of your decision to opt out to onlinesupport at ai-media.tv with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of the first date on or after 6 February, 2018 that you agree to any version of this Agreement that contains this version of Section 11. If you do not opt out, you shall be bound to arbitrate disputes in accordance with the terms of this Section 11. You have the right to consult with counsel of your choice concerning this Section 11. You understand that you will not be subject to retaliation if you exercise your right to opt out of coverage under this Section 11. If you opt out of Section 11, Ai-Media also will not be bound by it in its disputes with you.

h. **Changes to this Section.** Ai-Media will provide (60) days' notice of any changes to this section. Changes will become effective on the sixtieth (60th) day, and will apply prospectively only to claims arising after the sixtieth (60th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from Section 11, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section you agreed to.

Limitations to this Arbitration Agreement

(Arbitration and Class Action Waiver) shall be limited as follows:

a. **Administrative Agencies.** Claims may be brought before an administrative agency, but only to the extent law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor, and the National Labor Relations Board. Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an



administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. This Arbitration Provision does not restrict my rights to engage in concerted activities under Section 7 of the National Labor Relations Act.

b. Dodd-Frank. Disputes that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of Section 11.

c. Intellectual Property Claims. Notwithstanding either Ai-Media's or your decision to resolve all disputes through arbitration, either Ai-Media or you may bring an action in state or federal court or in the U.S. Patent and Trademark Office to protect its patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights.

d. Small Claims Court. Notwithstanding the Ai-Media's or your decision to resolve all disputes through arbitration, either such party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.