CONTENT PARTNER LICENSING & REVENUE SHARING AGREEMENT

1. Parties and Effective Date

This Content Partner Licensing & Revenue Sharing Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between the legal entity identified in the Company signature block, doing business as Drone Animal Rescue ("Company"), and the individual or legal entity identified in the Partner signature block ("Partner"). Each is a "Party" and together they are the "Parties."

2. Program and Independent Status

Company operates a program through which independent drone operators and other rescue-content creators may submit authentic animal-search and rescue media for possible publication and monetization. Participation is voluntary; no submission, publication, income, exclusivity, purchase, or minimum activity is guaranteed. Partner controls its own operations and is an independent business, not Company's employee, agent, franchisee, joint venturer, or legal partner. Partner cannot bind Company. Partner bears its own operational expenses, permits, insurance, personnel, equipment, and taxes. Pilot-network membership and program acceptance are separate decisions; Company may require active network enrollment.

3. Submissions and Acceptance

"Submission" means footage, photographs, audio, written narratives, metadata, and related materials supplied by Partner through Company's designated submission channel. Partner should supply original, unwatermarked files when available, with accurate context, capture date, location information as reasonably necessary, and disclosures of any third-party ownership, restrictions, AI alteration, music, or permissions issues. Company has sole editorial discretion to accept, decline, request changes to, publish, delay, remove, or decline to monetize any Submission. An "Accepted Submission" is one Company expressly approves for use in writing or through a recorded status in its partner portal; mere upload is not acceptance. Company may retain declined materials for reasonable review, recordkeeping, and compliance purposes but receives no public-use license to declined materials absent separate consent.

4. Ownership and License

Partner retains ownership of all rights it owns in its original Submission. For each Accepted Submission, Partner grants Company and its successors, affiliates, contractors, platform partners, distributors, and licensees a worldwide, perpetual, irrevocable (except as required by nonwaivable law), nonexclusive, transferable, sublicensable license to host, store, reproduce, adapt, crop, edit, translate, caption, combine, create derivative works from, display, distribute, publicly perform, advertise, promote, and monetize the Accepted Submission, in whole or part, in any media or format now known or later developed. This includes posting, reposting, compilations, trailers, advertisements, websites, social platforms, and promotional materials. Partner may continue using and monetizing its own materials, subject to third-party rights. No copyright assignment is intended. Company may use Partner's submitted business name, approved branding, and biographical credit solely to identify and promote the related content and program. Company may not imply Partner endorses unrelated products without separate permission.

5. Editorial Control and Attribution

Company alone determines editing, sequencing, thumbnails, titles, captions, posting schedules, platform selection, takedowns, and whether content is monetized. Company will use commercially reasonable efforts to credit Partner by the name or business name supplied when practicable; technical limits, excerpts, advertising formats, or platform constraints may prevent attribution. Company will not knowingly falsely claim that its own personnel performed a rescue conducted by Partner. Partner acknowledges that editorial modifications may change the presentation of the material, but Company will not knowingly fabricate rescue outcomes. To the extent lawful, Partner consents to reasonable edits and agrees not to assert waivable moral-rights claims against uses authorized by this Agreement; nonwaivable rights remain unaffected.

6. Revenue Share and Measurement

For each Accepted Submission first published by Company as a distinct monetized post (a "Qualifying Post"), Partner earns twenty-five percent (25%) of Net Attributable Revenue actually credited to and received by Company for that Qualifying Post during the sixty (60) calendar days beginning on its first publication date (the "Earning Window"). "Net Attributable Revenue" means amounts specifically attributed to that Qualifying Post in platform monetization reporting, less platform reversals, refunds, chargebacks, invalid-traffic adjustments, and withholding or taxes deducted by the platform from Company's receipts; it excludes sponsorships, general account bonuses, subscription revenue, merchandise sales, donations, other posts, and unattributable pooled revenue unless the Parties agree in writing. Company will not deduct its general overhead or editing labor. Where a platform reports estimated earnings, final adjusted platform figures control. Each Qualifying Post has one Earning Window; edits, shares, or reposts do not restart it. Company will identify the qualifying original post in its records. Additional versions or separate posts using the same footage are not independently revenue-sharing posts unless Company expressly designates them as Qualifying Posts in writing. No revenue share accrues on any use after the Earning Window, including perpetual reposts or licensing. If Company receives delayed platform credits attributable to activity within the Earning Window, Company will include them in a reasonable subsequent true-up.

7. Statements, Payment Checkpoints, and True-Up

Company will calculate and initiate payments for days 1–30 within fourteen (14) calendar days after day 30, and for days 31–60 within fourteen (14) calendar days after day 60. If reliable platform figures are unavailable by a checkpoint, Company may provide a provisional statement and pay promptly after figures become available; any underpayment or overpayment will be corrected in the next statement or by a reasonable true-up. No payment is due when the applicable revenue share is zero. Statements will identify the Qualifying Post, period, reported qualifying revenue, adjustments, share percentage, and amount payable. Company may offset documented overpayments against future sums after notice and an explanation. Payment initiation is distinct from bank settlement timing.

8. Payout Setup, Taxes, and Withholding

Partner must complete identity verification, a valid Stripe Connect account or another Company-approved payment method, and all reasonably required tax forms (including Form W-9 or appropriate W-8 form). Company may suspend payment while information is missing, inaccurate, or legally insufficient and will release properly owed amounts when requirements are met, subject to applicable law. Each Party is responsible for taxes legally imposed on it. Company may withhold and report payments as required by applicable law. Any payment processor fees charged specifically to

Partner's connected account are Partner's responsibility if disclosed by the processor; Company will not otherwise subtract processing costs from Net Attributable Revenue without written agreement.

9. Earnings Questions and Records

Company will retain reasonably available source records, post identifiers, platform reports or contemporaneous screenshots, statements, and payout records for at least twenty-four (24) months after the Earning Window closes, subject to lawful retention obligations. Partner may submit a written, good-faith question about a statement within ninety (90) days after delivery. Company will review the relevant records and provide a reasonably detailed explanation or correction within thirty (30) days, subject to platform access and technical limitations. The Parties will attempt in good faith to resolve disputes before litigation. Nothing in this section eliminates rights that cannot lawfully be waived.

10. Partner Representations and Permissions

Partner represents and warrants that: (a) Partner owns or controls all rights necessary for the license and has disclosed any co-owners or restrictions; (b) submitted accounts and footage are materially truthful, authentic, and not staged or deceptively altered; (c) Partner has obtained legally required consents, releases, permits, and authorizations for recording and commercial use, including from identifiable individuals and property owners where applicable; (d) the Submission does not knowingly infringe copyright, trademark, privacy, publicity, or other rights; (e) any third-party music, logos, or materials are cleared for Company's contemplated uses or specifically identified as restricted; (f) Partner's operations comply with applicable aviation, safety, trespass, privacy, animal-welfare, and other laws; and (g) Partner will not knowingly submit unlawful, defamatory, or materially misleading material. Partner must promptly notify Company of credible rights claims, withdrawal of a required consent, or factual inaccuracies.

11. Privacy, Safety, and Sensitive Content

Partner must avoid disclosing unnecessary home addresses, phone numbers, children's identifying information, license plates, precise locations of vulnerable animals, or sensitive personal details. Partner will flag potentially sensitive footage at submission. Company may blur, redact, crop, withhold, or remove content for safety, privacy, platform compliance, or reputational reasons. Company is not responsible for directing or supervising Partner's rescue missions; Partner alone makes operational decisions, obtains property access and flight permissions, and determines whether conditions are safe. Nothing in this Agreement authorizes unlawful flights or entry onto private property.

12. Confidentiality and Public Statements

Each Party will use nonpublic business, financial, account, and personal information received from the other solely to perform this Agreement, protect it with reasonable care, and disclose it only to personnel, advisers, processors, or authorities with a legitimate need or legal entitlement. This does not restrict information independently known, publicly available without breach, or lawfully obtained from another source. Required disclosures are permitted, with advance notice where lawful. Partner may accurately describe its participation but may not speak on Company's behalf or disclose other partners' earnings or Company's nonpublic analytics.

13. Claims, Indemnification, and Liability

Partner will defend, indemnify, and hold harmless Company and its owners, officers, employees, and agents from third-party claims, damages, judgments, settlements, and reasonable legal fees to the extent arising from Partner's breach of Sections 10–12, unlawful or negligent rescue or flight

operations, or Partner's infringement or violation of another person's rights, except to the extent caused by Company's independent misconduct or unauthorized alterations. Company will promptly notify Partner of a claim, reasonably cooperate at Partner's expense, and permit Partner to control the defense with qualified counsel, provided Partner may not settle a claim imposing nonmonetary obligations or admissions on Company without written consent. Neither Party excludes liability where exclusion is unlawful. To the extent permitted by law, Company is not liable for indirect, consequential, special, exemplary, or lost-profit damages arising from this Agreement. Company's aggregate contractual liability, excluding earned but unpaid revenue shares and liability that cannot lawfully be limited, will not exceed the greater of $1,000 or the total amount paid or payable to Partner under this Agreement in the preceding twelve months.

14. Term, Suspension, and Termination

This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate by written notice; Company may immediately suspend access or acceptance of submissions for suspected fraud, legal risk, platform violations, or material breach. Termination does not cancel earned payment obligations or the license for Accepted Submissions. The Earning Window for any Qualifying Post first published before termination continues to its original day 60, and Company will pay qualifying amounts in accordance with Sections 6–8. No new submissions must be accepted after termination. Sections intended by their nature to survive—including ownership, licenses, accrued payments, records and disputes, confidentiality, indemnification, liability limitations, and general terms—survive termination.

15. Disputes, Governing Law, and Notices

Ohio law governs this Agreement, without applying its conflict-of-laws rules. Subject to applicable law, the state and federal courts located in Ohio have exclusive jurisdiction over disputes arising from this Agreement, and each Party consents to personal jurisdiction there. Before filing a claim, a Party will send written notice describing the dispute and allow thirty (30) days for good-faith resolution, except for urgent injunctive relief or claims subject to a shorter mandatory legal deadline. Notices may be delivered by email to the addresses in the signature blocks, effective when sent unless a delivery-failure notice is received, or by nationally recognized courier to a subsequently provided mailing address.

16. General Provisions

This Agreement, together with any expressly incorporated written submission-specific terms, is the entire agreement regarding the program and supersedes prior discussions. Amendments must be in writing and accepted by both Parties; an electronic acceptance recorded in Company's system qualifies. Failure to enforce a provision is not waiver. If a provision is unenforceable, it will be limited to the minimum extent necessary and the remainder continues. Neither Party may assign its obligations without the other's written consent, except Company may assign this Agreement in connection with a merger, sale of substantially all assets, or corporate reorganization, provided the assignee assumes Company's obligations. Neither Party is liable for delays caused by events beyond reasonable control, except payment obligations for funds already received. Headings are for convenience. Counterparts and electronic signatures are effective as originals. Each signatory represents authority to bind the identified Party.

17. Signatures

COMPANY

Legal entity name: _____

Entity type and state: _____

Doing business as: Drone Animal Rescue

Authorized signer: _____

Title: _____

Signature: _____

Date: _____ Email: _____

Mailing address: _____

PARTNER

Legal name / entity: _____

Business name (if different): _____

Authorized signer and title (if entity): _____

Signature: _____

Date: _____ Email: _____

Mailing address: _____