

PODCAST HOST PARTICIPATION + IP PROTECTION AGREEMENT

This Podcast Host Participation and IP Protection Agreement (“Agreement”) is entered into as of [Date] (“Effective Date”) by and between:

Keem, LLC (“Company”), and Daniel “Keemstar” Keem and affiliated entities as applicable (collectively with Company, “Company Parties”), and _____ (“Host”).

Company Parties and Host are each a “Party” and together the “Parties”.

1) Engagement / Services

Host will provide on-air and/or off-air services in connection with one or more podcasts, livestream programs, and related content distributed through the podcast network currently titled The Lolcow Universe (the “Show”), including related livestreams, clips, bonus content, social content, promotional appearances, and derivative content.

2) Consideration

Host acknowledges that Host’s participation provides Host with access to Company Parties’ audience, relationships, production infrastructure, brand goodwill, sponsor relationships, and Confidential Information (defined below), which constitutes good and valuable consideration.

3) Payment Contingent Upon Compliance

To the extent Host is entitled to receive any future payments, deferred compensation, installment payments, profit participation, or other post-participation compensation from Company Parties (collectively, “Deferred Payments”), Host’s ongoing compliance with Sections 5 through 10 of this Agreement shall be a material condition precedent to Host’s entitlement to receive such Deferred Payments.

In the event Host breaches any provision of Sections 5 through 10 following termination of Host’s participation in the Show, including but not limited to engaging in any prohibited livestreaming activity during the Restricted Period, then:

- a. Host shall immediately forfeit any unpaid Deferred Payments not yet disbursed as of the date of breach; and
- b. Company Parties shall have no further obligation to make any future Deferred Payments to Host following such breach.

Host acknowledges that such Deferred Payments are conditioned upon Host’s post-participation compliance with this Agreement and are not earned unless and until all applicable compliance obligations are satisfied.

Host agrees that the forfeiture of unpaid Deferred Payments in the event of breach is reasonable and reflects the Parties’ agreement that continued post-participation compliance is essential to protecting Company Parties’ goodwill and sponsorship relationships.

4) Ownership of Content / Work Made for Hire / Assignment

All contributions by Host relating to the Show, whether created on-air or off-air, and whether created alone or jointly, including but not limited to: recorded audio/video, clips, edits, show segments, topics, “bits,” catchphrases, structures, titles, sponsor reads, guest lists, outlines, roadmaps, production notes, thumbnails, captions, metadata, community posts, and planning materials (collectively, “Content”) shall be:

- a. work made for hire for Company to the maximum extent permitted under U.S. copyright law; and
- b. to the extent not work made for hire, irrevocably assigned by Host to Company (including all copyrights and neighboring rights).

Host agrees to execute additional documents reasonably necessary to confirm Company's ownership.

Host waives any moral rights to the extent permitted by law.

5) Show IP / Accounts / Brand Assets

Company exclusively owns and controls the Show and all related intellectual property, including:

- Show name(s), branding, logos, trade dress, slogans and goodwill
- show bible, recurring segments, structure and internal formats
- production assets (graphics, templates, overlays, thumbnails, sound drops)
- all Show social accounts/pages created for the Show, including handles, usernames, admin access, and credentials (whether created by Host or others at Host's direction)

Host shall not register or claim ownership of any confusingly similar show name, brand, handle, or channel.

6) Confidentiality

Host shall not disclose, use, exploit, or communicate to any third party any non-public information relating to the Show or Company Parties ("Confidential Information"), including but not limited to:

- unaired footage, raw recordings, outtakes, drafts, planning documents
- sponsor rates, deal terms, revenue splits, budgets, invoices, contracts
- guest pipelines, contact info, booking tactics, internal calendars
- internal disputes, private messages, group chats, DMs, Discord logs
- analytics, strategy, production processes, editorial/discipline decisions
- logins/passwords/access links and admin credentials

Confidentiality obligations survive termination indefinitely, except information that becomes publicly available through no fault of Host.

7) Non-Solicitation / Non-Circumvention (Reasonable Scope)

During Host's term on the Show and for 60 days after Host's last participation or publication date featuring Host (the "Restricted Period"), Host shall not directly or indirectly:

- a. solicit or attempt to solicit any sponsor, advertiser, business partner, guest, contractor, editor, producer, moderator, vendor, or service provider of the Show in connection with any Competing Project;
- b. induce or attempt to induce any member of the Show team to terminate or reduce involvement with the Show;
- c. use Company Parties' sponsor contacts, rates, deal history, or relationship information to obtain sponsorships for a Competing Project;
- d. use Show relationships to route deals "around" Company Parties (non-circumvention).

Competing Project means an audio/video commentary/drama/reaction-based show materially similar in concept, audience, and monetization approach to the Show.

This Section does not prohibit Host from engaging in general employment or independent creative work unrelated to the Show.

For purposes of this Agreement, Host's "last participation" shall mean the latest date on which any episode, livestream, clip, or derivative content featuring Host is first publicly distributed by Company Parties.

8) Non-Replication / Non-Copycat Protection

Host acknowledges that, under New York law, Company Parties have legitimate protectable interests in the Show, including Confidential Information, goodwill, and unique creative and commercial structure.

During the Restricted Period, Host shall not create, produce, host, co-host, write for, or promote a Copycat Show, defined as a recurring program (podcast, series, channel format, livestream series) that:

- a. uses or imitates the Show's confidential planning materials, segment structure, show bible, internal formats, or sponsor/guest strategy; or
- b. markets itself as a replacement, continuation, spinoff, or "real version" of the Show; or
- c. uses Confidential Information or behind-the-scenes disputes/internal decision-making as content material; or
- d. leverages the Show's goodwill by using confusingly similar naming, branding, or positioning that would reasonably cause audience confusion.

For clarity: Host may create non-infringing original programs that do not use Confidential Information or imitate protected Show elements.

This Section is intended to prevent unfair competition and misappropriation, not to restrict lawful competition generally. Host shall not, during the Restricted Period, develop, announce, promote, pre-market, or publicly reference any forthcoming livestream series, podcast, or recurring digital program in which Host is expected to appear as an on-air personality following expiration of the Restricted Period.

9) Temporary Livestream Hiatus + Tolling

Host acknowledges that Host's on-air persona, goodwill, and audience association developed through the Show are closely tied to Company Parties' audience relationships, sponsorship opportunities, and Confidential Information. Host shall not engage in or participate in any activity prohibited by this Section directly or indirectly, including through any agent, manager, employee, affiliate, contractor, partnership, production entity, or other person or entity acting on Host's behalf or under Host's direction or control.

Accordingly, during the Restricted Period (defined in Section 6), Host shall not engage in any publicly accessible livestream, simulcast, or real-time broadcast (whether monetized or not) on any digital platform where Host appears as a host, co-host, guest, or featured on-air personality in any format, including but not limited to YouTube Live, Twitch, Kick, X, TikTok Live, Rumble, Discord Stage, or similar real-time broadcast services. Host shall not appear, participate, or be featured as a host, co-host, guest, contributor, caller, or recurring personality on any third-party livestream, real-time broadcast, or publicly accessible digital program.

Host may engage in:

- a. prerecorded content;
- b. behind-the-scenes production work; or
- c. employment or creative services that do not involve Host's live on-air appearance in a publicly distributed livestream.

This Section is intended solely to protect Company Parties' goodwill and Confidential Information and not to prevent Host from engaging in lawful employment generally.

Automatic Extension (Tolling)

If Host engages in any livestreaming activity in violation of this Section during the Restricted Period, then the Restricted Period shall be automatically tolled and shall not expire until Host has complied with this Section for a continuous sixty (60) day period following the final date of any non-compliant livestreaming activity, beginning on the date of such breach and continuing until Host has ceased the prohibited activity. The Restricted Period shall not expire until Host has complied with this Section for a continuous sixty (60) day period following Host's last appearance on the Show or the final date of any non-compliant livestreaming activity, whichever is later. Each individual livestream or real-time broadcast in violation of this Section shall constitute a separate material breach of this Agreement and a separate basis for injunctive relief.

The Parties agree that this restriction is reasonable in duration and scope and is narrowly tailored to protect Company Parties' legitimate business interests in audience goodwill, sponsor relationships, and Confidential Information under New York law.

10) No Unauthorized Use / No Content Theft

Host shall not use, publish, distribute, repost, sell, or monetize any Show materials outside authorized releases, including:

- clips, recordings, raw footage, unaired footage
- production assets and templates
- sponsor lists/rates/pitches
- planned episode lists/roadmaps
- passwords or admin access

11) Non-Disparagement

During the term and for 12 months thereafter, Host shall not knowingly make statements that are materially disparaging or harmful to the reputation or goodwill of the Show or Company Parties, including producers, hosts, contractors, sponsors, affiliates, or business partners.

This includes statements made on podcasts, livestreams, interviews, social media, and private or semi-private community spaces.

Nothing herein restricts Host from truthful statements compelled by law or lawful process.

12) Return of Property + Access Removal

Upon termination of Host's involvement with the Show for any reason, or upon written request from Company Parties, Host shall immediately (and in no event later than 24 hours) do all of the following:

1. **Return / Deliver Materials.** Return to Company Parties (or permanently deliver electronically, as directed) all Show-related property and materials in Host's possession or control, including without limitation:
 - any raw footage, recordings, outtakes, drafts, clips, edits, or production files
 - graphics, overlays, templates, thumbnails, captions, show notes, outlines, planning documents, and episode roadmaps
 - sponsor and guest lists, sponsor contact info, deal terms, pitch materials, rate cards, calendars, and internal analytics
 - any devices, storage media, or drives containing Show materials (including external drives, SD cards, cloud folders)
2. **Delete Copies + Certification.** Permanently delete all copies of Show materials and Confidential Information from all devices, accounts, and storage locations in Host's possession or control, including without limitation:
 - phones, computers, tablets
 - external drives/USBs/SD cards
 - iCloud, Google Drive, Dropbox, OneDrive, email accounts, backups, and archived folders
 - messaging apps and exports (including Discord logs, screenshots, saved chats)
3. Upon request, Host shall provide a written certification confirming such deletion and return.
4. **Access Removal / Credential Surrender.** Immediately provide Company Parties with all Show-related credentials or access information in Host's possession or control, and fully surrender or transfer any Show-related accounts, including:
 - usernames, passwords, recovery emails, two-factor authentication methods, and backup codes
 - admin access and user roles on YouTube/Twitch/X/TikTok/Instagram and other platforms
 - Discord servers, moderator privileges, invite links, bots, and admin panels

