

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is effective as of December 19, 2019 (the “Effective Date”) and entered into between **Audible, Inc.** and any of its affiliates that issue Work Orders under this Agreement (collectively, “Audible”) and the contracting entity indicated on the signature page (“Contractor”).

1. SERVICES, WORK ORDERS.

1.1 Services. Contractor will provide services to Audible in accordance with the terms and conditions of this Agreement (“Services”) as the parties may from time to time agree and specify in purchase orders (“Purchase Orders”) or work orders (“Work Orders”) issued or signed by Audible. The agreed form of Work Order is attached as Exhibit A to this Agreement. The definition of Work Order includes Purchase Orders for purposes of this Agreement, unless otherwise specified. Any affiliate of Audible will have the right to enter into Work Orders with Contractor under this Agreement, and with respect to such Work Orders, such affiliate becomes a party to this Agreement and references to Audible in this Agreement are deemed to be references to such affiliate. With respect to Audible, each Work Order is a separate obligation of the Audible entities or entity that execute(s) such Work Order and no other Audible entity has any obligation under such Work Order. Contractor will provide all equipment, software and supplies required to perform the Services. Services under a particular Work Order are called a “Project.” Audible makes no promises or representations whatsoever as to the amount of business Contractor can expect at any time under this Agreement.

1.2 Work Orders. This Agreement governs each Work Order, except that any conflict between the terms of this Agreement and a Work Order will be resolved in favor of the Work Order if the Work Order explicitly states that it is intended to modify the conflicting terms of this Agreement. This Agreement does not obligate Audible to engage Contractor to perform any Services, or Contractor to perform any Services, until both parties have signed a Work Order and then only for the Project specified in the Work Order. Both parties must sign a Work Order for it to be effective. However, a Purchase Order is binding on both parties if Contractor: (a) signs and returns it to Audible; (b) begins performance; or (c) acknowledges it by email, facsimile or any other commercially reasonable means. If Contractor commences Services for Audible in the absence of a Work Order (or a Purchase Order) and Audible accepts such Services, this Agreement will nevertheless apply, unless the parties otherwise mutually agree in writing. Contractor will, at no cost to Audible, promptly and satisfactorily correct any Services or Work Product found to be defective or not in conformity with the requirements of this Agreement and the applicable Work Order.

1.3 On-Site Services. If Contractor provides Services on Audible premises, Contractor will (a) abide by all

Audible’s rules, policies, and procedures regarding such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression harassment and theft (collectively, “Rules”); and (b) at Audible’s request, remove and promptly replace any Personnel (defined in Section 6 below) performing Services who behaves in a manner that is unlawful or inconsistent with any Rule.

1.4 Payment/Records. Audible will pay Contractor as provided in the Work Order. Contractor is entitled to no other compensation or reimbursement for the Services. Contractor will, in accordance with generally accepted accounting standards, keep copies of all books and records relating to the Services during the term of this Agreement and for three years thereafter. Audible may upon reasonable notice and during normal business hours examine and make copies of all books and records relating to the Services.

1.5 Taxes. Contractor may charge and Audible will pay applicable federal, state or local sales or use taxes or value added taxes that Contractor is legally obligated to charge (“Taxes”), provided that such Taxes are stated on the original invoice that Contractor provides to Audible and Contractor’s invoices state such Taxes separately and meet the appropriate tax requirements for a valid tax invoice. Audible may provide Contractor an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Contractor will not charge or collect the Taxes covered by such certificate. Contractor will be responsible for all other taxes or fees (including interest and penalties) arising from transactions and the documentation of transactions under this Agreement. Throughout the term of this Agreement, Contractor will provide Audible with any forms, documents, or certifications as may be required for Audible to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement. Audible may deduct or withhold any taxes that Audible determines it is obligated to withhold from any amounts payable to Contractor under this Agreement, and payment to Contractor as reduced by such deductions or withholdings will constitute full payment and settlement to Contractor of such amounts.

2. TERM. This Agreement begins on the Effective Date and, unless earlier terminated pursuant to this Agreement, continues for a period of one year; provided, however, that the terms of this Agreement shall survive and apply to any Work Orders outstanding as of the effective date of termination. Upon expiration of such period, this Agreement will automatically renew on a month-to-month basis until either party gives at least 60 days prior written notice of termination. Audible may terminate any Work Order or any portion thereof, without cause and/or without the occurrence of a default, by giving at least 30 days prior written notice to Contractor. Upon any such termination, Audible is only liable to pay for

MASTER SERVICES AGREEMENT

Services performed and liabilities incurred prior to expiration or termination; provided that if the fee set forth in the Work Order is a fixed amount, Audible will pay the fee to the extent the Project/Work Order is complete. In addition, Audible may terminate this Agreement or any applicable Work Order or any portion of the Services not then performed immediately upon written notice for Contractor's material breach of this Agreement, including but not limited to any breach of Section 7 below. Contractor may terminate this Agreement immediately upon written notice if Audible fails to cure a nonpayment of amounts due within 30 days after written notice of such nonpayment to Audible. In connection with the termination or expiration of this Agreement for any reason, Contractor will provide reasonable assistance to Audible in order to enable and facilitate an orderly transition of the Services to Audible or to another vendor.

3. REPRESENTATIONS AND WARRANTIES.

Contractor represents and warrants that: (a) it will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (b) the Services, Work Product and other materials provided by or on behalf of Contractor will not violate, misappropriate or infringe any third party's copyrights, patents, trade secrets, trademarks or other proprietary rights; (c) all Work Product and other materials provided by or on behalf of Contractor will not contain any copy protection, automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Audible's exercise of its business or its rights under this Agreement; (d) all Work Product and other materials provided by or on behalf of Contractor will not contain any viruses, "Trojan horses" or other harmful code; (e) all Work Product and other materials provided by or on behalf of Contractor not subject to any license or other terms that require that other software, documentation, information or other materials incorporating or used with the Work Product or other materials provided by or on behalf of Contractor, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge (f) it and its Personnel will comply, at Contractor's sole cost, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over Contractor's performance of the Services ("Laws"), and will hold and fully comply with all required licenses, permits and approvals; (g) it has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; (h) all Personnel are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws; and (i) to the best of Contractor's knowledge after due inquiry, Contractor Personnel have not been convicted of a felony in the previous seven years,

or, if they have, Contractor has (to the extent in accordance with Laws) provided information to Audible regarding the nature, severity, and date of each such conviction.

4. DEFENSE AND INDEMNITY. Contractor hereby releases and will defend, hold harmless, and indemnify Audible, and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns ("Audible Indemnified Parties"), from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, "Claims"), arising from or related to (a) any act or omission by Contractor or its Personnel, including, without limitation any breach of this Agreement or allegation or claim of negligence, strict liability or willful misconduct of Contractor or its Personnel; or (b) any Claim that the Services or Work Product violate, misappropriate or infringe any third party's copyrights, patents, trade secrets, trademarks or other proprietary rights. However, the foregoing does not apply to the extent such Claim results from Audible's negligence or willful misconduct. Contractor's duty to defend is independent of its duty to indemnify. Contractor's obligations under this section are independent of all of its other obligations under this Agreement. Contractor will use counsel reasonably satisfactory to Audible to defend each Claim, and Audible will cooperate (at Contractor's expense) with Contractor in the defense. Contractor will not consent to the entry of any judgment or enter into any settlement without Audible's prior written consent, which may not be unreasonably withheld.

In connection with any action to enforce Contractor's obligations under this section with respect to any claim arising out of any bodily injury (including death) to any person directly or indirectly employed by Contractor, Contractor waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington) and assumes liability for such claim. This paragraph will not be interpreted or construed as a waiver of Contractor's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

5. INSURANCE. Contractor will obtain and maintain the following: (a) "Commercial General Liability" insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) "Business Automobile Liability" insurance (including coverage for all owned, non-owned and hired autos, and no fault coverage where applicable) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined, unless Contractor only uses private passenger automobiles on Audible's premises, in which case not less than \$500,000 per occurrence is acceptable, (c) "Workers'

MASTER SERVICES AGREEMENT

Compensation" insurance, including but not limited to coverage for all costs, benefits and liabilities under workers' compensation and similar laws that may accrue in favor of any person employed by Contractor in all states where Contractor performs Services, and "Employer's Liability" insurance with limits of liability of not less than \$1,000,000, with a waiver of subrogation in each case in favor of Audible (where permitted by law), and (d) a "Fidelity Bond" or similar policy covering employee dishonesty with limits of not less than \$500,000 per loss. If Contractor provides professional or consulting services as part of the Services, Contractor will also maintain "Professional Liability" or "Errors and Omissions" insurance with limits of not less than \$1,000,000 per claim. Contractor may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that result in the same protection to Contractor and the Audible insured parties. All of the foregoing insurance policies must have a retroactive date no later than the date that Services commenced and coverage to continue for a period of not less than 2 years after all Services are completed.

Contractor will name Audible and its affiliates and their respective officers, directors, employees, successors, assigns and agents as additional insureds for the Commercial General Liability and Business Automobile policies. Contractor will cause each insurance policy to provide that it will not be canceled or allowed to expire without at least 30 days prior written notice from the insurance carrier to Audible. Contractor will provide certificates of all insurance coverage to Audible at Amazon.com, Attn: Risk Management, P.O. Box 81226, Seattle, WA 98108-1226. Audible's approval of any of Contractor's insurance policies does not relieve or limit any of Contractor's obligations under this Agreement, including but not limited to liability under Section 4 above for claims exceeding required insurance limits. If Contractor fails to perform any of its obligations in this section, Audible may withhold payment for any sums owed Contractor until such time as Contractor meets such obligations.

6. PERSONNEL; INDEPENDENT CONTRACTORS. Contractor and Audible are independent contractors in all matters relating to this Agreement and applicable Work Orders, and this Agreement will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Contractor and Audible. Contractor has exclusive control over its employees, representatives, agents, contractors and subcontractors (collectively, "Personnel") and over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Contractor has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel. Contractor is solely responsible for all salaries and other compensation of its Personnel who

provide Services and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. Contractor's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Audible employees. Contractor has no authority to bind Audible to any agreement or obligation. Contractor will be solely responsible for all theft, damage and/or misconduct related to its Personnel.

Contractor will not subcontract any Services or delegate any of its obligations under this Agreement or any Work Order without the prior written consent of Audible. If Audible so consents, Contractor will ensure that any such subcontractor is bound to the terms of this Agreement. Notwithstanding the existence or terms of any subcontract, Contractor is responsible for the full performance of the Services and for its subcontractors' compliance with the terms of this Agreement.

7. CONFIDENTIALITY/PUBLICITY. Contractor will comply with the terms of any nondisclosure agreement between Contractor and Audible (or Audible's affiliates) ("NDA"). If no such agreement exists, Contractor and its representatives (a) will protect and keep confidential the existence of this Agreement (including, without limitation, all Work Orders), its terms and conditions and any other information obtained from Audible in connection with this Agreement or related to the Services that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including but not limited to all information relating to Audible's technology, customers, business plans, marketing activities and finances), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to Audible promptly upon the termination of this Agreement. All such information will remain Audible's exclusive property, and Contractor will have no rights to use such information except as expressly provided herein. Contractor will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Audible or any of its affiliates in any manner without prior written authorization of such use by a Vice President of Audible. Contractor will not issue press releases or publicity relating to Audible or this Agreement or reference Audible or its affiliates in any brochures, advertisements, client lists or other promotional materials.

8. WORK FOR HIRE, AND PROPRIETARY RIGHTS.

8.1 Work Product, Proprietary Rights and Pre-Existing Work. If Contractor delivers or is required to deliver to Audible any work product in connection with the Services, including but not limited to concepts, works,

MASTER SERVICES AGREEMENT

inventions, information, drawings, designs, templates, programs, or software (in source code and object code form), as well as any related documentation and instructions (whether developed by Contractor or any of its Personnel, either alone or with others, and whether completed or in-progress) (collectively, "Work Product"), then Audible owns, or upon assignment by the creator will own, all right, title and interest (including, but not limited to, all trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights) (collectively, "Proprietary Rights") in such Work Product, except that Work Product does not include: (a) any inventions or developments made by Contractor prior to the Effective Date; or (b) any improvements Contractor may make to its own proprietary software or any of its internal processes as a result of any Work Order, provided that such improvements do not infringe Audible's Proprietary Rights ("Pre-Existing Work").

8.2 Work for Hire. The Work Product has been specially ordered and commissioned by Audible. Contractor agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by Audible.

8.3 Assignment of Work Product. To the extent that the Work Product does not qualify as a work made for hire under applicable law, and to the extent that the Work Product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, Contractor hereby assigns to Audible (or to such of its affiliates as it may designate), its successors and assigns, all right, title and interest in and to the Work Product, including, but not limited to, all rights in and to any inventions, designs and Proprietary Rights embodied in the Work Product or developed in the course of Contractor's creation of the Work Product. The foregoing assignment includes a license under any current and future patents owned or licensable by Contractor to the extent necessary to combine the Work Product or any derivative works or modifications thereof with any product, service, offering, software or intellectual property of Audible. Contractor will cooperate as may reasonably be necessary for Audible to perfect title to any Work Product, including, without limitation, executing any documents in connection with such assignment that Audible may reasonably request. Contractor will enter into agreements with its Personnel or any other party as necessary to establish Audible's sole ownership in Work Product, and upon Audible's request, Contractor will provide Audible with copies of such agreements. Contractor appoints Audible as its attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in Work Product. This appointment is coupled with an interest. At any time upon request from Audible and upon termination or expiration of this Agreement, Contractor will deliver to Audible in tangible form all materials containing Work Product, whether complete or in process. To the extent that

any digital or tangible property is transferred from Contractor to Audible under this Agreement, title to such digital or tangible property will transfer from Contractor to Audible upon receipt by Audible, provided that ownership of intellectual property in any Work Product vests in Audible upon creation or assignment of such Work Product, as set forth in this Section 8. For the transfer of any tangible property by Audible to Contractor, title will pass to Contractor upon delivery to common carrier.

8.4 License to Pre-Existing Work. To the extent Pre-Existing Work of Contractor is embodied in any Work Product, deliverables or Proprietary Rights, Contractor hereby grants Audible a non-exclusive, worldwide, perpetual, irrevocable, fully paid up license to (a) use, make, have made, sell, offer to sell, reproduce, perform, display, distribute, and import such Pre-Existing Work, (b) adapt, modify, and create derivative works of such Pre-Existing Work, and (c) sublicense the foregoing rights.

9 INSPECTION AND ACCEPTANCE. Audible will have 30 days from Audible's receipt of any Deliverables (as defined below) from Contractor to accept or reject any Deliverable, at Audible's sole discretion. If Audible determines that any Deliverable is not acceptable, Audible may (a) may reject the item, in which case Contractor will return any payments it has received relating to the applicable Deliverable within 15 days and Audible will have no further obligation with respect to the rejected Deliverable, or (b) direct Contractor to correct the noncompliance or defects, in which case Contractor (at its cost) will correct the noncompliance or defects and redeliver the Deliverable within 15 days. This process will be repeated until Audible rejects the Deliverable or notifies Contractor in writing of its acceptance. A "Deliverable" is any item or materials, including any Work Product, delivered under any Work Order by Contractor to Audible.

10 GENERAL.

10.1 Assignment. Contractor will not assign any part or all of this Agreement without Audible's prior written consent. Any attempt to assign in violation of this section is void in each instance. Audible may assign this Agreement (or any of its rights and obligations under this Agreement or any Work Order): (a) to any of its affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.

10.2 Governing Law/Venue. This Agreement is governed by Washington law, excluding its conflicts of law rules. Contractor irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in Seattle, King County, Washington, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

10.3 Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier

MASTER SERVICES AGREEMENT

service, certified mail (return receipt requested), facsimile with electronic confirmation or personal delivery to the other party at the address below the party's signature line below. If no address is listed for Contractor, notice to Contractor will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. A party may change its notice address by giving notice in accordance with this section.

10.4 Severability. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

10.5 No Waiver. A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

10.6 Cumulative Rights/Construction. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value.

10.7 Survival. The following provisions survive termination or expiration of this Agreement: the records provision in Section 1.4; Defense and Indemnification (Section 4); Confidentiality/Publicity (Section 7); Work for Hire (Section 8) and General (Section 10), including without limitation, Limitation of Liability (Section 10.9).

10.8 Injunctive Relief. Contractor acknowledges that any material breach of Section 7, or Section 8, by Contractor would cause Audible irreparable harm for which

Audible has no adequate remedies at law. Accordingly, Audible is entitled to specific performance or injunctive relief for any such breach.

10.9 LIMITATION OF LIABILITIES. AUDIBLE WILL NOT BE LIABLE (WHETHER IN CONTRACT OR IN TORT) UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS), OR PUNITIVE DAMAGES, EVEN IF AUDIBLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.10 Entire Agreement. This Agreement and the Work Orders, together with all associated exhibits and schedules, which are incorporated by this reference, and NDA, constitute the complete and final agreement of the parties pertaining to the Services and supersede the parties' prior agreements, understandings and discussions relating to the Services. No modification of this Agreement or any Work Order is binding unless it is in writing and signed by Audible and Contractor.

10.11 Counterparts. This Agreement may be executed by electronic signatures or by facsimile and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of this Agreement.

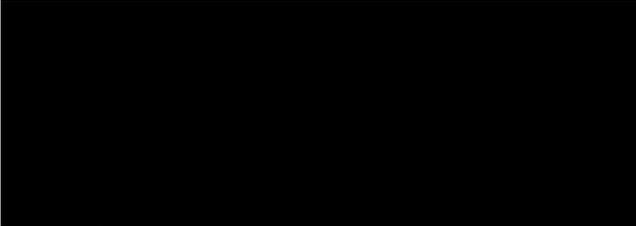
10.12 Amendments. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

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This Agreement is signed by duly authorized representatives of the parties.

Audible:

Audible, Inc.

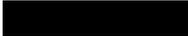


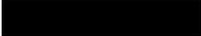
Contractor:

Sparkit Media, Inc.

DocuSigned by:
 By: Clovis Najm
9D7CF7CCCAE5469...
 Printed Name: Clovis Najm
 Title: CEO
 Date Signed: January 2, 2020

Notices to Audible, 

By facsimile: 

By mail: 



By courier or personal delivery:



Notices to Contractor Attn: Michelle Kitchen

By mail: 2900-550 Burrard Street

Vancouver, BC V6C 0A3

Canada



EXHIBIT A**Work Order effective December 19, 2019**

This Work Order is entered into and made a part of the Master Services Agreement between **Audible, Inc.** and the Contractor noted therein, with an effective date of December 19, 2019 (the "Agreement"), to apply to the Audible entity noted below (for purposes of this Work Order, "Audible") for the Project described below. All capitalized terms not defined in this Work Order have the respective meanings set forth in the Agreement. To the extent that the terms of this Work Order conflict with any of the terms of the Agreement, and the Work Order explicitly states that it intends to modify the conflicting terms, this Work Order supersedes the Agreement.

1. Description of Project Services: Sparkit will manage activation, tech support, Influencer outreach, administration, payouts and accounting for the Audible.ca Influencer campaign on sparkit.buzz.

Any change to Contractor's scope of work must be authorized in writing by both parties, and in the case of Audible, is binding only if signed by a Vice President of Audible.

2. General Description of Work Product/Deliverables:

- a. Key performance indicators to be tracked during the campaign include click-through rates (Contractor-side) and trial membership sign-ups (Audible-side).
- b. 100% of the budget will be spent on Influencer outreach and compensation with a goal of building awareness and engagement for Audible.ca and motivation for new customers to sign-up for a 30-day membership trial.
- c. Contractor will supply Audible.ca with a weekly accounting of Influencer activity data and Influencer payouts.
- d. Contractor accountabilities include:
 - i. Adherence to agreed upon marketing objectives for the Audible.ca Influencer campaign
 - ii. Timely completion of agreed upon deliverables
 - iii. Coordination and direction of all key stakeholders and activities
- e. Audible.ca accountabilities include:
 - i. Provision of all information having a bearing on Sparkit Influencer campaign activities
 - ii. Payment of CAD \$50,000 in conformance with the signing of the MSA and SOW.

3. Location(s) Where Services Will Be Provided: Vancouver, BC, Canada

4. Start Date Of Services: 12/23/2019

5. Required Completion Date: 2/3/2020

6. Contractor Fees/Payment Terms:

Audible will pay Contractor a total amount of **Fifty Thousand Canadian Dollars and Zero Cents (CAD \$50,000)**, for the Services performed by Contractor in accordance with the Agreement. Of the total **CAD \$50,000, Forty Thousand Canadian Dollars and Zero Cents (CAD \$40,000)** will be spent on Influencer compensation for performance (CTR) and Influencer compensation for conversions (Trial Sign-Ups). Of the total **CAD \$50,000, Ten Thousand Canadian Dollars and Zero Cents (CAD \$10,000)** will be spent on managed services of Contractor Team (Influencer outreach, email marketing, Influencer management, tech support, administration and accounting of Influencer payouts).

Audible will pay Contractor the amount above in accordance with the delivery of Deliverables as set forth above and acceptance by Audible, subject to receipt of Contractor's invoice. The invoice will be in a form and content reasonably acceptable to Audible and will contain sufficient information to allow Audible to determine the accuracy of the amounts billed. Payment terms are net 60 days of receipt of invoice and acceptance of Services by Audible, provided that a two percent (2%) discount will apply to amounts due and owing to Supplier and paid by Audible within ten (10) days of Audible's receipt of the applicable invoice for such amounts.

Contractor represents that the pricing offered to Audible under this Work Order is and at all times will be as favorable as that offered to Contractor's other customers receiving services from Contractor similar to the Services hereunder. If Contractor offers to provide the Services to a customer on terms that are more favorable than the terms offered to Audible,

Contractor will notify Audible of the third-party terms, and at Audible's election those terms will be applied to Audible's purchase of the Services under this Work Order effective as of the date such terms were offered to the other customer.

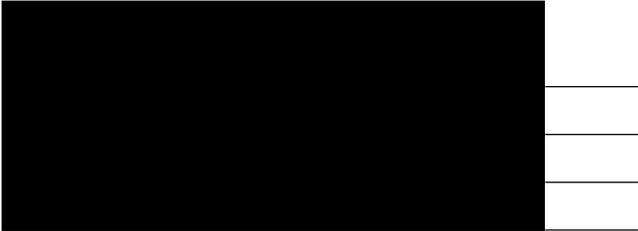
This Work Order is entered into as of the Start Date set forth above.

Audible:

Contractor:

Audible, Inc.

Sparkit Media, Inc.



DocuSigned by:
 By: Clovis Najm
9D7CF7CCCAE5469...
 Printed Name: Clovis Najm
 Title: CEO
 Date Signed: January 2, 2020