

-----**This entire document is strictly confidential**-----  
**Framework for Collaboration between OLC and Asya**

The purpose of this document is to outline a proposed framework for collaboration between Asya and Our.Love Company, Inc. (“OLC”), whereby Asya’s product, Closer to You (“C2U”) will become a first-tier feature, as defined in this document, in OLC’s Relationship House, within OLC’s Platform (the “Platform”)

1. Definitions:

- (a) The OLC Platform – A multimedia, omnichannel platform for Healthy, Sustainable Love with its central hub being “The Relationship House”
- (b) The Relationship House – The central hub of the Platform is an App called the Our.Love Relationship House (“OLRH”). The App is a gamified private space for a couple, within which coupled individuals can earn points, called LoveCoins™. LoveCoins™ are earned through engaging in activities designed to be both fun and rewarding, including activities such as C2U. LoveCoins™ can be used to buy virtual and real gifts to one another, to decorate their relationship house, and to upgrade to a bigger and nicer house. OLC envisions LoveCoins™ becoming a real virtual currency.
- (c) First-Tier Placement – Means (a) a component of the Platform accessible directly out of the first screen of the home page of the OLRH, with a custom icon within the Relationship House.
- (d) Subscriber – an individual, corporation, government agency or any other entity that purchases access to OLRH.

2. Asya and OLC will execute a binding Letter of Intent (“LOI”) which will convert into a binding agreement (the “Agreement”) upon OLC raising a minimum of \$1.5 million in investment capital no later than January 31, 2022.

3. The Agreement shall confer upon each party certain obligations and rights.

#### 4. Rights conferred upon Asya:

- (a) Within 30 days of the execution of the LOI, C2U shall become a First-Tier Placement feature within OLRH.
- (b) C2U shall be entitled to remain a First-Tier Placement feature for one year after the launch of the live, market-ready version of the OLRH, whereupon C2U's right to remain a First-Tier Placement feature shall be based meeting a threshold of user engagement (the "Minimum Standard"). The Minimum Standard shall be determined by user engagement data, as follows:
  - i. C2U is accessed at least once by 55% of new subscribers within the first thirty (30) days of the subscription; at least five times by 25% of new subscribers within the first 90 days of the subscription; and at least ten times by 10% of new subscribers within the first 180 days.
- (c) To the extent Asya introduces any future activities and/or games ("New Feature") that are applicable to the vision and mission of OLC, as determined exclusively by OLC, Asya's New Feature shall be entitled to First-Tier placement for a minimum of Sixty (60) days, whereupon the right to remain a First-Tier Feature shall be based upon user engagement as mutually defined by the parties at the time of New Feature activation.
- (d) Immediately after signing the LOI, and for as long as C2U has First-Tier Placement in OLRH, Asya shall be entitled to a share of the proceeds earned by OLC (the "Revenue Share"), identified as a royalty (the "Royalty") for every Subscriber acquired by OLC as follows:
  - i. The first 5,000 OLC subscribers, 3% of the gross proceeds from subscriptions, but no less than 20 cents per subscriber.
  - ii. For the next 25,000 OLC subscribers, 2.5% of the gross proceeds of subscriptions, but no less than 15 cents per subscriber.

- iii. For the next 25,000 OLC subscribers, 1.5% of the gross proceeds of subscriptions, but no less than 12.5 cents per subscriber.
- iv. For the next 50,000 OLC subscribers, 1% of the gross proceeds of subscriptions, but no less than 10 cents per subscriber.
- v. For any additional subscriber up to 1 million, 0.5% (one half of one percent) of the gross proceeds of subscriptions, but no less than 7.5 cents per subscriber.
- vi. For any additional subscriber in excess of 1 million, 5 cents per subscriber.
- vii. In the event C2U remains a feature within OLRH, but is no longer a First Tier Placement Feature, the figures above shall be discounted by fifty (50) percent.
- viii. In the event C2U is removed in its entirety from the OLRH, Asya shall no longer be entitled to Revenue Share, but shall be entitled to receive Revenue Share through the last day C2U is featured.

5. Obligations conferred upon Asya:

- (a) Following the execution of the LOI, Asya will collaborate with OLC's engineering department to integrate C2U with OLRH at OLC's expense, so that C2U can be featured in the OLRH as described above and so that maintenance of C2U by OLC shall be cost-effective and minimal. Any expenses incurred by Asya that are to be covered by OLC, in accordance with this paragraph, shall require written approval by OLC in advance of being incurred.
- (b) The integration shall be in a manner acceptable to OLC, in accordance with mutually established standards and timelines, so that users are able to access

C2U through OLRH in a seamless manner no later than 30 days after the signing of the LOI.

- (c) Asya and OLC shall collaborate so that OLC is able to grant users LoveCoins™ for engaging with C2U. This is an essential component of the OLRH experience and is non-negotiable. However, the parties can take up to 90 days to establish this component to their agreement.
- (d) Until the LOI becomes an Agreement, Asya may, at its discretion, continue to feature C2U in the Apple and Google app stores as a standalone application.
- (e) Upon the LOI becoming an Agreement, Asya shall take the necessary steps so that individuals who seek to download C2U out of the app stores will instead download OLRH, with guidance provided for how to access C2U within OLRH.
- (f) During the LOI, Asya shall not enter into any agreements with any other parties that are, in sum and substance, similar in nature to the LOI
- (g) At any time after the execution of the LOI and throughout the term of the Agreement, Asya shall not sell C2U, or the rights to C2U, to any other parties except OLC, unless with the consent of OLC.

#### 6. Rights conferred upon OLC:

- (a) Right to enjoy the benefits of 4(a), 4(c), 5(a), 5(b), 5(c)
- (b) Rights to be protected by 5(e) and 5(f)
- (c) Right to market C2U as a OLRH feature
- (d) Rights to first refusal on 5(f)

#### 7. Obligations conferred upon OLC:

- (a) Provide funding for 5(a)
- (b) Perform its obligations to comply with 4(a), 4(b), 4(c), and 4(d)
- (c) Insofar as OLC is obligated to honor 4(d), OLC shall pay Asya as follows:
  - i. Upon the end of each business quarter, within 30 days, by wire
  - ii. Accompanied by a detailed report providing complete visibility to Asya to OLC's subscription revenue
- (d) OLC shall not remove C2U as a First Tier Placement feature for a minimum of one year after the launch of the live, market-ready version of the OLRH, except and unless C2U fails to maintain the Minimum Standards for two consecutive quarters.
- (e) In the event control in OLC is sold to a third party, OLC shall ensure the third-party is aware of its obligations to Asya prior to the execution of any final agreement with a third-party.

**The parties will execute the LOI within 30 days of this framework being considered, September 8, 2021, or all considerations within this framework shall be considered null and void.**

Submitted respectfully this 7<sup>th</sup> day of September by Tal Zlotnitsky