

Griffin Global Incorporated Terms and Conditions For Griffin U-DO and U-DO TV

Agreement between User and Griffin Global Incorporated or www.UDo.work

Welcome to www.UDo.work. The www.UDo.work website (the "Site") is comprised of various web pages operated by Griffin Global Incorporated ("U-Do"). www.UDo.work is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.UDo.work constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.UDo.work, www.u-do.tv, U-DO TV on Roku and Griffin U-Do are all components together comprising a Global Marketplace App, websites, and platforms. (Site).

The website and app are suites of tools to help entrepreneurs get to market and help their global neighbors find them. They are marketing tools for any legal good and or service.

Privacy

Your use of www.UDo.work is subject to U-Do's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.UDo.work or sending emails to U-Do constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that U-Do is not responsible for third party access to your account that results from theft or misappropriation of your account. U-Do and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

U-Do does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.UDo.work only with permission of a parent or guardian.

Cancellation/Refund Policy

Disputes with U-Do vendors may be filed by emailing info@udo.work. Typically transactions are between the service provider and the app user. Should the need arise to elevate concerns to U-Do customer service the incident and corresponding documentation will be evaluated on both

sides. Complaint and documentation should be submitted within 10 days of booking. Should the findings rest with the customer Griffin Global will take necessary steps to have funds returned.

Links to Third Party Sites/Third Party Services

www.UDo.work may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of U-Do and U-Do is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. U-Do is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by U-Do of the site or any association with its operators.

Certain services made available via www.UDo.work are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.UDo.work domain, you hereby acknowledge and consent that U-Do may share such information and data with any third party with whom U-Do has a contractual relationship to provide the requested product, service or functionality on behalf of www.UDo.work users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.UDo.work strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to U-Do that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of U-Do or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. U-Do content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of U-Do and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of U-Do or our licensors except as expressly authorized by these Terms.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively,

"Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

U-Do has no obligation to monitor the Communication Services. However, U-Do reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. U-Do reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

U-Do reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in U-Do's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. U-Do does not control or endorse the content, messages or information found in any Communication Service and, therefore, U-Do specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized U-Do spokespersons, and their views do not necessarily reflect those of U-Do.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to www.U-Do.work or Posted on Any U-Do Web Page

U-Do does not claim ownership of the materials you provide to www.UDo.work (including feedback and suggestions) or post, upload, input or submit to any U-Do Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting U-Do, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. U-Do is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in U-Do's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third Party Accounts

You will be able to connect your U-Do account to third party accounts. By connecting your U-Do account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by U-Do from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the U-Do Content accessed through www.UDo.work in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless U-Do, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. U-Do reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with U-Do in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved

only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and U-Do agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. GRIFFIN GLOBAL INCORPORATED AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

GRIFFIN GLOBAL INCORPORATED AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. GRIFFIN GLOBAL INCORPORATED AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GRIFFIN GLOBAL INCORPORATED AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF GRIFFIN GLOBAL INCORPORATED OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

U-Do reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia and you hereby consent to the exclusive jurisdiction and venue of courts in Georgia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and U-Do as a result of this agreement or use of the Site. U-Do's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of U-Do's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by U-Do with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and U-Do with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and U-Do with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

U-Do reserves the right, in its sole discretion, to change the Terms under which www.udo.work sites and platforms are offered. The most current version of the Terms will supersede all previous versions. U-Do encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

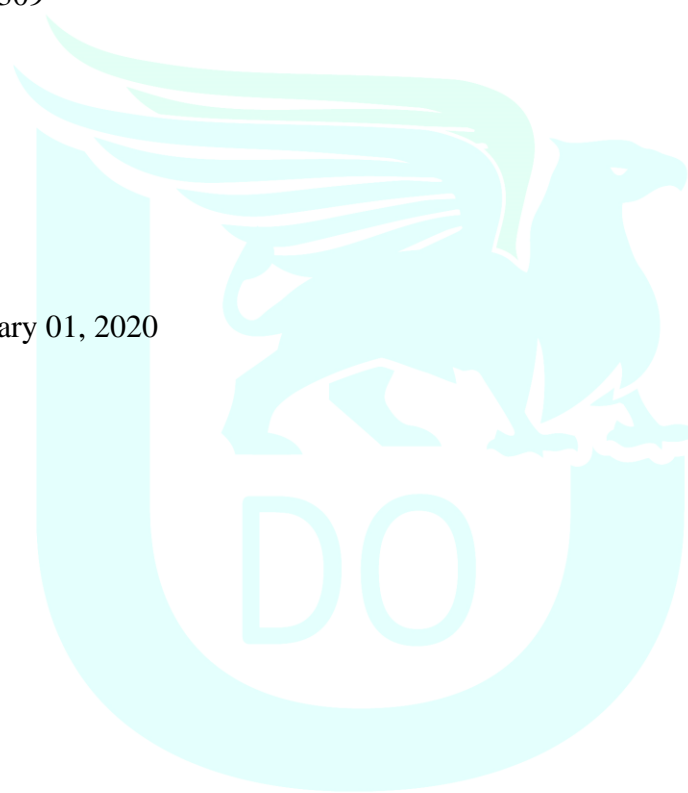
U-Do welcomes your questions or comments regarding the Terms:

Griffin Global Incorporated
Maurice D. Ravannah
1230 Peachtree St NE
Atlanta, Georgia 30309

Email Address:
Info@udo.work

Telephone number:
+1 (404) 942-3630

Effective as of January 01, 2020



A and R Agreement

Griffin Global Incorporated is a for profit corporation formed to create and inspire positive social, economic, and political change. It is our aim to help as many people, organizations, and companies get to market as possible. U-DO TV is a wholly owned subsidiary of Griffin Global Incorporated. For the purposes of this agreement the two may be used interchangeable with each other and with “Network.”

Included Parties

This agreement is between Griffin Global Incorporated (DBA U-DO TV) and the A and R Representative who has completed the application and acknowledgment of these terms. It is governed by the laws of the state of Georgia in the United States where Griffin Global Incorporated holds its Global Headquarters at 1230 Peachtree St. NE Ste. 1900, Atlanta, GA 30309.

Contractor Status

This is not an employment contract. This is an agreement governing the contractual relationship between the corporation, Griffin Global Incorporated and its’ A and R (Artist and Repertoire) contractor. The A and R rep. is a recruiter of content and/or content partners and other A and R Representatives for the Global U-DO TV Network. The rep. will be compensated for services rendered. Tax liability is the sole responsibility of the representative. Griffin Global Incorporated will release 1099 income documentation annually pursuant to federal tax law.

Proprietary Information and Media

The A and R rep. may use social media, website, and all legal forms of communication to recruit artists, content partners, and A and R Reps to the network. Use of logos and materials owned by the network or Roku is only permissible when and where it is expressly stated. The network will from time to time provide flyers and posts that it deems appropriate for dissemination.

Authority

The A and R rep. does not have the authority to enter any binding contract and or legal arrangement for the network. They rather act as a conduit providing introduction to new content partners and A and R Reps.

Relationship and Ownership

This agreement stipulates no relationship between the A and R Rep. and the artist. Artists retain all rights and ownership of their respective intellectual property. Property is being licensed for broadcast by U-DO TV. The Network, A and R Reps. and artist/content partners are all independent legal entities.

Monetization Overview

Artists are compensated via Platform Monetization and or direct advertisement sales and placement. Artist who opt into automated monetization on the platform will generate recurring revenue for the Artist, A and R rep., and the Network. The Roku platform pays between \$8 and \$15 per 1000 impressions. An impression is not a person. An impression is an instance in which

a person encounters or sees an advertisement. There is no limit to the number of impressions a person can generate. During a 30-minute show segment there could be up to 4 (1 minute) advertising placements. If the same advertisement was included in each placement. It would create 4 impressions for every person who watched the content from start to finish. In such as little as 250 people can create 1000 impressions in just 30 minutes. It is clear to see how this can grow exponentially as most advertising placements are less than 1 minute and can be as little as 15 seconds. This means anywhere from 4 to 16 potential ad impressions per person that views the full 30 minute segment.

Compensation

Roku monetization is based on a combination of the strength of the network following and the content being shown. More weight is being placed on the strength of the network than the content. As a result, the network is offering content providers 30% of all marketing dollars generated during their segment. The A and R rep. will be compensated with 20% for having recruited the artists/content partner. The network will receive the remaining 50%. There are no processing fees, subscription fees, or other surprise fees associated with content partners submitting completed content to be aired. This is a Net 45 payment arrangement as the Roku platform pays the network within the month following content and advertisement views. Once Roku releases compensation U-DO TV will release funds to its Artists/content partners and its' A and R reps. Payment may be made by paper check, back transfer, and or other means as deemed appropriate by the network and partners. Example If a content partner has upwards of 1000 followers/viewers who watch a 30 minute segment of their content they will generate 4000 impressions that will generate between \$32 and \$60 in advertising payment. 50% of that is kept by the network to for maintenance, marketing, and administrative costs. 30% (between \$9.60 and \$18.00) is paid to the content partner and 20% (between \$6.20 and \$12.00) is paid to the A and R rep. with these conservative numbers it is evident how an A and R rep. could make in excess of 12.00 an hour for the life of the work on the network.

Recruitment of other A and R Reps.

From time to time an A and R Rep. may decide it is in the best interest of them, the network, and their contact to bring the new recruit in as both a content provider and/or an A and R rep. This will create an A and R subcontract in which the recruit will sign the general A and R agreement solely or along with the Content Partner agreement subject to a limited profit share to their recruiting A and R Rep. This adds additional incentive for A and R reps. to promote the exponential growth of the network. A and R Reps will be entitled 10% profit share of all recruiting revenue of their new recruit up to a total of \$10,000. Ex.) John Smith an A and R rep knows a receptionist at a recording studio name Jane. She happens to have a show on YouTube and would be a great fit as a content partner, but her day job gives her access to many others who might also be a great fit. John recruits Jane as both a Content Partner and an A and R Rep. Jane begins recruiting may people and receiving her 20% profit share credit. 10% will be deducted and paid to John her direct recruiter up to and not to exceed the amount of \$10,000. So if Jane earns \$1,000 in advertising profit share from her recruits a \$100 payment goes to John, a \$900 payment goes to Jane leaving the total remaining possible recruitment override for John at \$9,900. This process will continue until the recruitment override pool is exhausted, at which point Jane is then entitle to her full recruitment profit share payment moving forward without any additional deduction.

NDNCA and Exclusivity

Entering into this agreement is voluntary and signifies agreement with the included non-disclosure noncompete clause. The signing A and R rep. agrees to the payment terms herein and further agrees to hold Griffin Global Incorporated harmless regarding any dispute between the artist/content provider and the A and R rep. The A and R rep. also agrees this is an exclusive A and R agreement, in such they will not work for and or recruit artist and repertoire for other competing networks or outlets during the contracted period. The also agree not to disclose proprietary data or knowledge to any outside entity without expressed permission form Griffin Global Incorporated. The A and R rep. agrees not to competed directly or indirectly with Griffin Global Incorporated and the U-DO TV network for a year after the conclusion of this agreement. This agreement will go into effect once signed and will remain in effect until severed by either party in writing. Acceptance Once accepted this agreement must be taken in whole and may not be altered unless overridden by a new contract between the A and R representative and Griffin Global Incorporated. The signature and corresponding name and date affixed below serve as testament to the agreement of the entirety of this document.

Acceptance

Completion of the application located on www.udo.work/u-do-tv and/or www.u-do.tv along with the included check box acknowledging terms and conditions is proof of receipt, understanding, and acceptance of these terms. Once accepted this agreement must be taken in whole and may not be altered unless overridden by new and/or updated terms. Global Incorporated reserves the right to update said terms only by sending written notification 30 or more days in advance to all affiliates, content partners, and Artist and Repertoire Representatives. The signature and corresponding name and date affixed below serve as testament to the agreement of the entirety of this document.

Griffin Global Incorporated/U-DO TV, CEO



Maurice D. Ravannah

Partner Agreement

Griffin Global Incorporated is a for profit corporation formed to create and inspire positive social and economic change. It is our aim to help as many people, organizations, and companies get to market as possible. U-DO TV is a wholly owned subsidiary of Griffin Global Incorporated. For the purposes of this agreement the two may be used interchangeable with each other and with “Network.”

Included Parties

This agreement is between Griffin Global Incorporated (DBA U-DO TV) and the Content Partner represented in the completed application located at www.udo.work/u-do-tv and www.u-do.tv.

It is governed by the laws of the state of Georgia in the United States where Griffin Global Incorporated holds its Global Headquarters at 1230 Peachtree St. NE Ste. 1900, Atlanta, GA 30309.

Contractor Status

This is not an employment contract. This is an agreement governing the contractual relationship between the corporation, Griffin Global Incorporated and its' (Content Partner) contractor. The Content Partner creates and licenses content for broadcast for the Global U-DO TV Network. The Content Partner will be compensated for licensure of broadcast media through our monetization program. Tax liability is the sole responsibility of the Content Partner. Griffin Global Incorporated will release 1099 income documentation annually pursuant to federal tax law.

Proprietary Information and Media

The Content Partner may use social media, website and all legal forms of communication to publicize the release of their content on Roku and U-DO TV. Use of logos and materials owned by the network and or Roku is only permissible when and where it is expressly stated. The network will from time to time provide flyers and posts that it deems appropriate for dissemination.

Authority

The Content Partner does not have the authority to enter any binding contract and or legal arrangement for the network. They rather act as a service provider allowing the licensure of their content for broadcast.

Relationship and Ownership

This agreement stipulates no relationship between the A and R Rep. and the artist. Artists retain all rights and ownership of their respective intellectual property. Property is being licensed for broadcast by U-DO TV. The Network, A and R Reps. and artist/content partners are all independent legal entities. They are classified as independent contractors for tax and legal purposes.

Monetization Overview

Artists are compensated via Platform Monetization and or direct advertisement sales and placement. Artist who opt into automated monetization on the platform will generate recurring revenue for the Artist, Content Partner, and the Network. The Roku platform pays between \$8 and \$15 per 1000 impressions. An impression is not a person. An impression is an instance in which a person encounters or sees an advertisement. There is no limit to the number of impressions a person can generate. In the midst of a 30-minute show segment there could be up to 4 (1 minute) advertising placements. If the same advertisement was included in each placement. It would create 4 impressions for every person who watched the content from start to finish. In such as little as 250 people can create 1000 impressions in just 30 minutes.

Compensation

Roku monetization is based on a combination of the strength of the network following and the content being shown. More weight is being placed on the strength of the network than the

content. As a result, the network is offering content providers 30% of all marketing dollars generated during their segment. 20% is given to the A and R representative if one was involved in the transaction. The network will receive the remaining 50% to 70% to maintain the network. There are no processing fees, subscription fees, or other surprise fees associated with content partners submitting completed content to be aired. This is a Net 45 payment arrangement as the Roku platform pays the network within the month following content and advertisement views. Once Roku releases compensation U-DO TV will release funds to its Artists/content partners and its' A and R reps. Payment may be made by paper check, bank transfer, and or other means as deemed appropriate by the network and partners.

Example

If you have upwards of 1000 followers and they watch a 30 minute segment of your content to completion they will generate 4000 impressions. In 30 minutes and 8000 in an hour. That means you can easily make \$16.00 an hour while you sleep.

NDNCA and Exclusivity

Entering into this agreement is voluntary and signifies agreement with the included non-disclosure non-compete clause. The signing Content Partner agrees to the payment terms herein and further agrees to hold Griffin Global Incorporated harmless regarding any dispute between the artist/content provider and the Content Partner. The Content Partner also agrees this is not an exclusive licensing agreement. Content should be held for one week while premiering on U-DO TV. The also agree not to disclose proprietary data or knowledge to any outside entity without expressed permission from Griffin Global Incorporated. The Content Partner agrees not to compete directly or indirectly with Griffin Global Incorporated and the U-DO TV network for a year after the conclusion of this agreement. This agreement will go into effect once signed and will remain in effect until severed by either party in writing.

Acceptance

Completion of the application located on www.udo.work/u-do-tv and/or www.u-do.tv along with the included check box acknowledging terms and conditions is proof of receipt, understanding, and acceptance of these terms. Once accepted this agreement must be taken in whole and may not be altered unless overridden by new and/or updated terms. Global Incorporated reserves the right to update said terms only by sending written notification 30 or more days in advance to all affiliates, content partners, and Artist and Repertoire Representatives. The signature and corresponding name and date affixed below serve as testament to the agreement of the entirety of this document.

Griffin Global Incorporated/U-DO TV, CEO

Maurice D. Panamah