



# INFLUENCER AGREEMENT

The following sets forth important information for influencers and forms a legally binding agreement (this “Agreement”) between Pop Unlimited, a Wyoming corporation (“Pop”), the parent company of Popularity Inc. (“Popularity”), and you, the person taking action to click on the “register” button on the Influencer page of the website, as an independent contractor (referred to herein as “You” or the “Influencer”). You must strictly comply with the terms and conditions of this Agreement in order to receive compensation under the terms of this Agreement in exchange for advertising to Influencer’s friends and followers about Popularity under the terms set forth herein. By signing up to get an Invitation Code, Influencer agrees with the conditions and terms of this Agreement stated below. Popularity and Pop reserve the right to decline to compensate any Influencer who breaches any of the terms or conditions of this Agreement.

1. Eligibility. Influencer must be 18 years old or older, this offer is void if you are under the age of 18.. Influencer must be a citizen or permanent resident of one of the following countries: USA, Canada, Germany, U.K., France, Italy, Spain, Norway, Sweden, Denmark, Finland, Netherlands, Belgium, Portugal, Switzerland, Austria, Slovenia, Japan, South Korea, Australia, New Zealand, Bermuda, Cayman Isl., British Virgin Isl. Ireland, Iceland, Malta, Gibraltar, Czechia, Luxembourg, Andorra, Poland. Some countries prohibit offers to their country unless their regulators have approved the offer – and this offer is void in such countries. You must be aware of your countries laws and regulations before signing up.

2. Compensation to Influencer. Subject to the conditions set forth in Section 9 of this Agreement, Pop agrees to compensate the Influencer with 50 shares of its Class C Common stock (the “Shares”) for every person that registers with Popularity’s internet-based social media service using the “Invitation Code” that Pop assigns to Influencer, provided Pop has not reached the limit on the number of shares for this offering (see below for details). Invitation Codes (aka “referral codes”) expire in 48 hours if they are not used by at least 100 people in that time period. Payment of the Shares is in exchange for advertising services that result in internet service registrations on Popularity with the use of the Influencer’s Invitation Codes. Influencer is not authorized to represent Pop or Popularity or to discuss terms of any securities that Pop or Popularity may issue. Influencer understands and agrees that if there is not sufficient interest in Popularity as set forth in Section 9 of this Agreement, Pop may never launch the Popularity social network and accordingly may never compensate the Influencer hereunder.

3. Services by Influencer. In return for the Invitation Code described above, Influencer agrees to advertise to its network of friends and followers by posting online general information about Popularity, a subsidiary of Pop together with the Influencer’s Invitation Code

Ongoing Posts. Starting when at least 1 million users have registered for to use Popularity’s social network and continuing through to June 30, 2022, Influencer shall create a Popularity profile and post the same or very similar content on Popularity as Influencer do on other social networks, except that Influencer’s Popularity content shall be modified to ensure it is appropriate for Popularity (for example, mentioning Popularity when appropriate, instead of any other network).

4. Limitations, Requirements and Restriction on Postings.

- a. Postings, Videos and other written materials, displays must include the Disclosure Notice included in **Exhibit A** attached hereto.
- b. Content. Your posting must not include any illegal activity or pornography or anything defamatory or any specific person or entity. Content must be of good quality and not adversely impact the Popularity brand.
- c. No infringement. You posting must not infringe upon any third-party copyrights

5. News Media. You are not a spokesperson for Pop or Popularity. You are not authorized to talk to media about Pop or Popularity or any of its people or activities. If Influencer is contacted by a reporter or any media person



– either (1) tell them to contact Popularity (there is a contact form on the signup page; or (2) get their name, phone number and email and then contact Popularity (use the contact form on the website).

6. Trademark Rights. By contacting Influencer’s friends & followers and by using a Popularity Invitation Code, Influencer affirms that Influencer has no ownership rights to the Popularity brand name and the Popularity logo and related intellectual property or Pop or Popularity (“Pop IP”). You recognize that Popularity Inc. is the owner of the Pop IP. You will not dispute ownership of the Pop IP. Any use of the Pop IP by Influencer is as a contractor and is limited to the scope of this Agreement.

#### 7. Relationship

There is no joint venture or partnership between Pop, Popularity and Influencer.

Influencer is an independent contractor and not an employee. Aside from general parameters described herein, Independent Contractor determines its own work hours, creates its own creative content and distributes the work product through its own distribution network of friends and followers. Influencer is responsible for payment of any taxes on compensation it receives.

#### 8. Representations & Warranties

a. Pop represents that it:

- i. owns the Popularity social network, including the source code and related intellectual property, that is intended to be made available to users soon after registrations on the Popularity network reach at least one million; and
- ii. has full authority and right to enter into this Agreement;

b. Influencer represents that Influencer:

- i. understands and agrees that pursuant to Section 9 of this Agreement, if there is not sufficient interest in Popularity, Pop may never launch the Popularity social network and accordingly may never compensate the Influencer for any compensation hereunder; and
- ii. has at least 10,000 friends and followers, in aggregate, that follow Influencer on one or more social networking platforms among which may be Twitter, Instagram, Tik-Tok, Linkedin and Facebook; and
- iii. has full authority and right to enter into this Agreement; and
- iv. understands that the Shares that may be issued as compensation, as provided in this Agreement, are not being registered under the Securities Act of 1933, as amended (the “33 Act”) and are instead planned to be issued in reliance upon an exemption from registration under the 33 Act under either Regulation A or Regulation Crowdfunding as promulgated under the 33 Act. The Influencer is receiving the Shares for Influencer’s own account and has received and reviewed this Agreement and has such knowledge and experience in business and financial matters as will enable them to utilize the information which they have received in connection with the Shares to evaluate the merits and risks of receiving the Shares, further Influencer acknowledges and agrees that there is no ready public market for the Shares and that there is no guarantee that a market for their resale will ever exist and the Influencer will bear the economic risk of the Shares indefinitely and Pop has no obligation to list the Shares on any market or take any steps (including registration under the 33 Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Shares.

9. Breach. Any breach of any of the terms of this Agreement shall be a material breach. In the event of a breach the non-breaching party may immediately terminate this Agreement and shall have no obligation to the breaching party.

10. Conditions. This Agreement shall terminate automatically without any action need by any of the parties and no Shares will be issued under this Agreement, if there have not been at least 1 million user registrations for users of



Popularity, with each user registered using a specific influencer code provided by Pop by December 31, 2021. Pop's limit for this offering, assuming all stock issued is to people who used an Invitation Code, is 8 million shares and the limit is 20 million shares assuming no one uses an Invitation Code. Since stock is limited in this offering, preference will be given to those people who are first to register and to set up their user profile.

11. Entire Agreement. This Agreement represents the entire agreement of the parties. No revision or modification or amendment to this Agreement shall be valid unless it is in writing and signed by both parties.

12. Governing Law. This Agreement shall be governed by the laws of the State of New York and the parties hereby waive any right to contest New York law. Any dispute related to this Agreement shall be subject to the courts located in the City of New York and the parties affirm they shall be subject to the jurisdiction thereof.

13. Execution. By taking action to click on the "register" button on the Influencer page of the website, the Influencer is signifying acceptance of the terms of this Agreement. In the event of an inadvertent registration, the Influencer must take immediate action to notify Pop that the registration was a mistake. Immediate action means contacting Pop via the contact page on the website within 45 minutes of the inadvertent registration.

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## EXHIBIT A

### REQUIRED DISCLOSURE NOTICE

**Influencers MUST disclose the following paragraph in full – either in writing or verbally (it can be a backdrop on a video - so long as it is readable by the viewer and on screen for 3 seconds or more – you can talk over it or play music over it).**

DISCLOSURE NOTICE: POP unLimited (the "Company" or the "Issuer") is the parent company of Popularity Inc. and is considering an offering of securities exempt from registration under the Securities Act of 1933, as amended (the "33 Act"), but has not determined a specific exemption from registration the Issuer intends to rely on for the subsequent offer and sale of the securities and is testing the waters under Regulation A and Regulation CF of the 33Act. This process allows companies to determine whether there may be interest in an eventual offering of its securities. No money or other consideration is being solicited; and if sent in response, it will not be accepted. No offer to buy the securities can be accepted and no part of the purchase price can be received until an offering statement is qualified, and any such offer may be withdrawn or revoked, without obligation or commitment of any kind, at any time before notice of its acceptance given after the qualification date. A person's indication of interest involves no obligation or commitment of any kind. The Issuer is not under any obligation to make an offering. The Issuer may choose to make an offering to some, but not all, of the people who indicate an interest in investing or in otherwise receiving shares, and that offering may not be made under Regulation A. For example, the Issuer may determine to proceed with an offering under Regulation Crowdfunding ("Reg CF"). If the Issuer proceeds with a Reg CF offering, no offer to buy securities will be accepted, and no part of the purchase price will be received until a Form C is filed and, then, will only be accepted through the platform the Company conducts its Reg CF offering on. However, if the Issuer elects to make an offering under Regulation A, it will only be able to make sales after it has filed an offering statement with the Securities and Exchange Commission ("SEC") and only after the SEC has qualified such an offering statement. The information in the offering statement will be more complete than the test-the-waters materials and could differ in important ways. You must read the offering statement filed with the SEC before investing or receiving shares in the Issuer. Any indication of interest provided by you in response to this



communication carries no obligation or commitment of any kind. No offer to buy the securities can be accepted and no part of the purchase price can be received until the Issuer determines the exemption under which the offering is intended to be conducted, and where applicable, the filing, disclosure, or qualification requirements of such exemption are met. For each person who uses an Invitation Code to signup, the person who was assigned the code by Pop Unlimited will qualify to potentially be able to receive fifty shares of stock in Pop Unlimited as compensation, however shares are payable only if there is sufficient interest to move forward with an offering, meaning at least one million people registering for the network in order for any shares to be issued.