

VIBEUP SERVICES AGREEMENT

This Services Agreement (this "**Agreement**") is made and entered into as of **June 1, 2025** (the "**Effective Date**"), by and between VIBEUP Inc., a Delaware corporation with its principal place of business at 8 THE GREEN, DOVER, DE 19901 ("**Company**") and **PARTNER NAME**, a **ENTITY TYPE/INDIVIDUAL** with its principal place of business at **ADDRESS** ("**Partner**").

1. SERVICES

1.1 Scope of Services. Partner shall provide to Company the services ("**Services**") described in one or more statements of work executed by both parties (each, a "**Statement of Work**"). The initial Statement of Work is attached hereto **as Exhibit B**.

1.2 Performance Standards. Partner shall perform the Services in accordance with the highest professional standards and in a manner consistent with the level of care and skill ordinarily exercised by other professionals in similar circumstances.

1.3 Independent Contractor Status. Partner is an independent contractor and not an employee, agent, joint venturer, or partner of Company. Partner is not eligible for any benefits provided to Company's employees. Partner shall be solely responsible for all taxes, withholdings, and other statutory or contractual obligations related to Partner's compensation.

2. COMPENSATION AND PAYMENT

2.1 Fees and Expenses. Company shall pay Partner the fees set forth in the applicable Statement of Work, and fees shall be paid in accordance with the payment schedule in **Exhibit B**. Partner shall be responsible for all expenses incurred in performing the Services, except for reimbursable expenses that are pre-approved in writing by Company.

2.2 Invoicing and Payment. Partner shall submit invoices on a monthly basis as specified in the applicable Statement of Work. Company shall pay all undisputed amounts within fifteen (15) days after receipt of each invoice, unless otherwise agreed in writing.

3. INTELLECTUAL PROPERTY

3.1 Ownership. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Company under this Agreement or prepared by or on behalf of

Partner in the course of performing the Services, including all iterations, drafts, and versions (collectively, the "**Deliverables**") shall be owned exclusively by Company.

3.2 Intellectual Property Assignment Agreement. Partner shall execute, and shall ensure that all Partner Personnel execute, the Intellectual Property Assignment Agreement attached as Exhibit A.

4. CONFIDENTIALITY

4.1 Definition. "*Confidential Information*" means all non-public, confidential or proprietary information of Company, including, but not limited to, business plans, technical data, trade secrets, know-how, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to Partner, either directly or indirectly, in writing, orally, or by inspection of tangible items.

4.2 Non-Disclosure. Partner shall not disclose or use any Confidential Information for any purpose outside the scope of this Agreement without Company's prior written consent. Partner shall protect the confidentiality of the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care.

4.3 Return of Materials. Upon termination of this Agreement or at Company's request, Partner shall return all documents and other materials containing Confidential Information and shall not retain any copies thereof.

5. REPRESENTATIONS AND WARRANTIES

5.1 Partner Representations and Warranties. Partner represents and warrants that:

- (a) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (b) It will comply with all applicable laws, regulations, and ordinances in the performance of the Services;
- (c) The Services will be performed in a professional and workmanlike manner in accordance with industry standards; and
- (d) The Deliverables will not infringe or misappropriate any third party's Intellectual Property Rights.

6. TERM AND TERMINATION

6.1 **Term.** This Agreement commences on the Effective Date and shall continue until terminated in accordance with this Section 6 (the “**Term**”). The completion or acceptance of any Deliverables under a Statement of Work (“**SOW**”) shall not, by itself, terminate this Agreement.

6.2 **Termination Without Cause.** Either party may terminate (a) this Agreement in its entirety, or (b) any individual SOW, at any time and for any reason, by giving the other party thirty (30) days’ prior written notice. Termination of a specific SOW shall not automatically terminate any other SOW then in effect.

6.3 **Termination for Cause.** Either party may terminate this Agreement or any SOW **immediately** upon written notice if the other party:

- a) materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice describing the breach in reasonable detail; or
- b) becomes insolvent, admits inability to pay debts as they mature, files for bankruptcy, or has a receiver appointed for substantially all of its assets.

6.4 **Effect of Termination.** Upon termination of this Agreement for any reason:

- (a) Partner shall promptly deliver to Company all Deliverables, whether completed or in progress;
- (b) Company shall pay Partner for Services properly performed before the effective date of termination; and
- (c) Partner shall return all Confidential Information as provided in Section 4.3.

6.5 **Survival.** The provisions of Sections 3, 4, 5, 6.4, 6.5, 6.6, and 7 shall survive any termination or expiration of this Agreement.

6.6 **Relationship to Restricted Stock Purchase Agreement.** Partner and Company acknowledge that Partner has purchased restricted shares of Company common stock pursuant to that certain RSPA dated on or around June 1, 2025 (the “**RSPA**”). The vesting, acceleration, and repurchase consequences of any termination of Partner’s Continuous Service (as defined in the RSPA) are governed exclusively by the RSPA. Nothing in this Agreement shall be construed to enlarge or diminish the rights or obligations of either party under the RSPA, and, in the event of any conflict between this Agreement and the RSPA with respect to equity matters, the RSPA shall control.

7. GENERAL PROVISIONS

7.1 **Entire Agreement.** This Agreement, together with all Exhibits and Statements of Work, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

7.3 Assignment. Partner shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. Company may assign this Agreement to any successor or affiliate without Partner's consent.

7.4 Notices. All notices must be in writing and addressed to the receiving party at the address set forth above.

7.5 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.6 Amendment and Modification. No amendment to or modification of this Agreement is effective unless it is in writing and signed by both parties.

7.7 Waiver. No waiver of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving.

7.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY: VIBEUP Inc. By: _____ Name: Luke Jensen Title: Founder & CEO Date: _____	Partner: Partner Name (or via a corporation) By: _____ Name: _____ Title: _____ Date: _____
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EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**IP Agreement**") is made effective as of **June 1, 2025** (the "**Effective Date**"), by and between VIBEUP Inc., a Delaware corporation with its principal place of business at 8 THE GREEN, DOVER, DE 19901 ("**Company**") and the undersigned Partner ("**Partner**").

1. DEFINITIONS

1.1 "**Deliverables**" means all documents, work product, and other materials that are delivered to Company under the Services Agreement or prepared by or on behalf of Partner in the course of performing the Services, including all iterations, drafts, and versions thereof.

1.2 "**Intellectual Property Rights**" has the meaning set forth in the Services Agreement and includes all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, domain names, together with all of the goodwill associated therewith, derivative works and all other rights.

1.4 "**Services**" means the services to be provided by Partner to Company pursuant to the Services Agreement.

1.5 "**Services Agreement**" the Services Agreement between the Company and Partner to which this IP Assignment Agreement is attached as Exhibit A.

2. OWNERSHIP AND ASSIGNMENT

2.1 **Work Made for Hire.** Partner acknowledges and agrees that the Deliverables constitute "works made for hire" as defined in the United States Copyright Act of 1976, as amended, and all Intellectual Property Rights in the Deliverables shall be the sole and exclusive property of Company from the moment of creation.

2.2 **Assignment.** To the extent that any Deliverable does not qualify as a "work made for hire" under applicable law, Partner hereby irrevocably assigns, transfers, and conveys to Company, and shall cause its employees, contractors, and agents to irrevocably assign, transfer, and convey to Company, all right, title, and interest throughout the world in and to such Deliverables, including all Intellectual Property Rights therein, whether now known or hereafter devised. Partner further irrevocably assigns to Company all right, title, and interest in any ideas, concepts, techniques, inventions, processes, and works of authorship developed, conceived, or created by Partner, whether alone or jointly with others, during the course of performing Services, or that result from such Services, or that use Company's equipment, supplies, facilities, trade secrets, or confidential information (collectively, "**Inventions**").

2.3 Waiver of Moral Rights. Partner hereby irrevocably waives, and shall cause its employees, contractors, and agents to irrevocably waive, to the extent permitted by applicable law, any and all claims they may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" or "droit moral" with respect to all Deliverables and Inventions. Notwithstanding the foregoing, Partner shall retain the right to describe their role and contributions in general terms in personal portfolios, resumes, and professional bios, subject to the confidentiality provisions of this Agreement. Nothing in this Agreement shall prohibit Partner from identifying VibeUp as a client or referencing their work at a high level for professional or reputational purposes.

2.4 Complete Ownership. Partner acknowledges and agrees that:

(a) Company shall be the sole and exclusive owner of all Deliverables and all Intellectual Property Rights therein;

(b) Partner will not knowingly include any pre-existing materials, tools, or intellectual property not already owned by Company ("**Pre-Existing IP**") in the Deliverables without prior written consent. Any pre-existing materials or Pre-Existing IP incorporated without prior written consent shall be deemed newly created intellectual property that is automatically assigned to and vests exclusively with Company; and

(c) In the event that any pre-existing materials or intellectual property are incorporated into any Deliverable for any reason (whether intentionally or unintentionally, and whether or not with Company's consent), Partner hereby grants to Company a perpetual, worldwide, fully-paid, royalty-free, irrevocable, transferable, sublicensable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such pre-existing materials as incorporated into the Deliverable.

2.5 Third-Party Materials. Partner shall not incorporate any third-party materials into any Deliverable without Company's prior written consent. If Company provides such consent, Partner shall secure all necessary rights to grant Company the rights specified in this IP Agreement.

3. ASSISTANCE WITH IP PROTECTION

At Company's request and expense, Partner shall assist Company in every proper way to obtain and enforce patents, copyrights, and other Intellectual Property Rights protection for any ideas, concepts, techniques, innovations, discoveries, inventions, processes, and works of authorship developed or created in connection with the Services, in any and all countries.

4. FURTHER ASSURANCES

4.1 Documentation. Partner agrees to execute, and to cause its employees, contractors, and agents to execute, any documents reasonably requested by Company to effect, perfect, or confirm Company's ownership of the Deliverables and any Intellectual Property Rights therein.

4.2 Power of Attorney. Partner hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Partner's agent and attorney-in-fact to act for and on Partner's behalf to execute, deliver, and file any such documents as described in Section 4.1 with the same legal force and effect as if executed by Partner, if Company is unable, after reasonable effort, to secure Partner's signature on any such document.

5. REPRESENTATIONS AND WARRANTIES

5.1 Partner Representations and Warranties. Partner represents and warrants that:

- (a) Partner has the full right, power, and authority to enter into this IP Agreement and to perform its obligations hereunder;
- (b) The Deliverables will be Partner's original work, free of any claim of infringement or violation of any third party's rights;
- (c) Partner has secured and will maintain all necessary rights, clearances, and permissions to assign the Deliverables to Company;
- (d) No Deliverable will infringe upon or violate any Intellectual Property Rights of any third party;
- (e) Partner has obtained or will obtain valid and enforceable written agreements from all of its employees, contractors, and agents that include assignment and waiver provisions consistent with the terms of this IP Agreement; and
- (f) Partner will not incorporate any pre-existing materials or intellectual property into any Deliverable without Company's prior written consent.

6. CONFIDENTIALITY

6.1 Confidential Information. Partner acknowledges that all non-public, confidential, or proprietary information of Company, including but not limited to business plans, technical data, trade secrets, know-how, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to Partner by Company, either directly or indirectly, in writing, orally, or by inspection of tangible items (collectively, "**Confidential Information**"), is confidential and shall remain the exclusive property of Company.

6.2 Non-Disclosure. Partner agrees not to disclose or use any Confidential Information for any purpose other than to perform the Services. Partner shall protect the confidentiality of the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care.

7. GENERAL PROVISIONS

7.1 Governing Law. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

7.2 Entire Agreement. This IP Agreement and the Services Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or communications.

7.3 Severability. If any term or provision of this IP Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this IP Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.4 Survival. This IP Agreement shall survive the termination of the Services Agreement.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

COMPANY: VIBEUP Inc. By: _____ Name: Luke Jensen Title: Founder & CEO, owner Date: _____	Partner: Entity Name / Individual By: _____ Name: _____ Title: _____ Date: _____
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EXHIBIT B

STATEMENT OF WORK

SOW # **Number**

This Statement of Work ("SOW") is made pursuant to, governed by, and incorporated into that certain Services Agreement (the "Services Agreement") between VIBEUP Inc. ("Company") and **Partner NAME** ("Partner"). All Services performed under this SOW shall be subject to the terms and conditions of the Services Agreement. In the event of any conflict between this SOW and the Services Agreement, the terms of the Services Agreement shall control unless explicitly stated otherwise in this SOW with specific reference to the section of the Services Agreement being modified.

Compensation. Partner will be compensated as follows:

1. **Cash Fees:** US \$ _____ per month (or US \$ _____ per billable hour, capped at _____ hours per month), payable within fifteen (15) days of invoice.
2. **Equity Compensation:** Five-hundred-thousand (_____) Class C Common Shares of the Company (the "Equity Compensation").

The terms, vesting schedule, repurchase rights, and all other conditions applicable to the Equity Compensation are governed exclusively by the Restricted Stock Purchase Agreement ("RSPA") dated June 1, 2025, which is incorporated herein by reference. If there is any conflict between this Exhibit and the RSPA with respect to the Equity Compensation, the RSPA shall control.

Services: **Detailed description of services to be performed**

Deliverables: **List of specific deliverables with descriptions**

Timeline: **Start date, milestones, and completion date**

Special Requirements: **Any additional requirements or specifications (If any. If not, delete)**

Acceptance Criteria: **Criteria for when deliverables acceptable (If any. If not, delete)**

AGREED AND ACCEPTED:

COMPANY: VIBEUP Inc.	Partner: Entity Name / Individual
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By: _____	By: _____
Name: Luke Jensen	Name: _____
Title: Founder & CEO, owner	Title: _____
Date: _____	Date: _____