

AM I AUDIO

Affiliate Program Agreement

JOIN THE CHOIR Partner Program for I AM CHOIR

Company: AM I AUDIO, INC., a Delaware C-Corporation, doing business as AM I AUDIO, with an address at 324 S Beverly Dr. PMB 330 Beverly Hills, CA 90212 ("AM I AUDIO", "Company", "we", "us").

Affiliate: The individual or entity identified on the signature page or in the accepted online application ("Affiliate", "you").

How this Agreement is structured: Schedules A, B, and C are incorporated into and form part of this Agreement. Schedule A (Commercial Terms) sets out the eligible products, tiers, commission rates, attribution window, locking period, payout timing, and related settings, and may be updated by the Company on notice under Section 15. Schedule B sets out the Brand and Disclosure Standards. Schedule C is the Affiliate Information and Tax Certification. Section 21.1 sets the order of precedence among this Agreement, the Schedules, the affiliate asset kit, and any signed addendum.

1. Acceptance and eligibility

1.1 By signing this Agreement, clicking to accept it in a Program application, signup form, or dashboard, using an affiliate link or code, accepting a complimentary license, or otherwise promoting an eligible AM I AUDIO product as an affiliate, you agree to be bound by this Agreement.

1.2 You must be at least 18 years old and legally able to enter into a binding contract. If you participate on behalf of a company or other entity, you represent that you have authority to bind that entity.

1.3 Participation is by application and Company approval. We may approve or decline any application at our discretion and may limit approval to specific websites, social profiles, email lists, or channels you disclose to us. Participation is non-exclusive.

1.4 You must provide accurate identity, contact, payment, and tax information, including your state or country of residence (or of your entity's formation and principal place of business), and keep that information current. We rely on this information for tax reporting, payout, and state-law compliance and may pause payouts while it is missing or inaccurate.

1.5 How this Agreement is accepted. For the Producer and Ambassador tiers, this Agreement is accepted electronically when you click to accept it in the Program application or Partner Dashboard, and the signature page is not required; the information in Schedule C is collected in the application. This Agreement and the Schedules then in effect are presented for your review before acceptance, and the version you accept is the version that binds you, subject to Section 15. A signed signature page and a completed Schedule C are required where we notify you that they are, including for the Partner tier and for any engagement governed by a separate signed addendum. Either method creates a binding agreement on the same terms, and we will provide you a signed copy or an electronic record of your acceptance under Section 2.4. Acceptance does not by itself admit you to the Program: participation begins when we approve your application under Section 1.3, and payouts cannot begin until Schedule C and the applicable IRS form are on file under Section 8.4.

2. Independent contractor relationship

2.1 You are an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, franchise, or joint-venture relationship. You have no authority to bind the Company or make commitments on its behalf.

2.2 You control the manner, means, timing, and content of your promotion, subject only to the Brand and Disclosure Standards in Schedule B and applicable law. We do not require minimum hours, minimum output, or exclusivity. You may promote other products, including competing products, provided you follow Schedule B when discussing I AM CHOIR.

2.3 Your costs. You are responsible for all costs of your participation, including your own equipment, software, subscriptions, internet and connectivity, studio or workspace, travel, insurance, personnel, contractors, licenses, permits, taxes, and business registrations. The Company does not reimburse expenses, provide equipment or tools, or cover any cost of your promotion unless we agree to a specific reimbursement in a signed writing before you incur it. No Company insurance policy covers you, your personnel, or your contractors.

2.4 This Agreement, together with Schedule A, is the written agreement that sets out the method by which your commissions are computed and paid. It is intended to satisfy any state law that requires a written commission agreement for sales representatives or commissioned contractors. We will provide you a signed copy or an electronic record of acceptance.

2.5 No employee benefits or withholding. You are not eligible for any Company employee benefit, including health, dental, or vision coverage, workers' compensation, unemployment or disability insurance, retirement or 401(k) contributions, paid or unpaid leave, bonuses, or equity. The Company will not withhold income tax, Social Security, Medicare, unemployment, or disability contributions from your commissions and will not pay employer-side payroll taxes on them. You will not file for or claim workers' compensation, unemployment, or disability benefits from the Company.

2.6 Your personnel. Anyone you engage to create, edit, publish, or distribute your affiliate content, including employees, contractors, editors, managers, agencies, and sub-affiliates, acts for you and not for the Company. You are responsible for their compliance with this Agreement and Schedule B, for their compensation, taxes, and classification, and for their acts and omissions as if they were your own. You may not appoint sub-affiliates, or allow another person to use your link or code, without our prior written approval.

3. The Program and eligible products

3.1 The Program allows approved creators, producers, mixers, engineers, educators, reviewers, and other partners to earn commissions on Qualified Purchases of eligible AM I AUDIO products.

3.2 The current eligible product is I AM CHOIR, an instrument plugin that turns a voice into a choir matching the producer's words and melody. It is available as a perpetual license, a rent-to-own plan, and a free trial. Supported plugin formats and operating systems, the plans currently eligible, and their availability for affiliate promotion are listed in Schedule A and the current asset kit; you may not represent support for any format or platform, or the availability of any plan, not listed there as currently available. Eligible products, plans, prices, and supported platforms may change on notice.

4. Tiers and commission rates

4.1 Commission is a percentage of Commissionable Net Revenue (defined in Section 6) from each Qualified Purchase. Tier names, rates, qualification thresholds, and illustrative payouts are set out in Schedule A.

4.2 Every approved Affiliate starts in the entry tier unless we agree otherwise in writing. We review tier eligibility monthly. Reaching a stated threshold makes you eligible for review but does not guarantee promotion. The top tier is by invitation only and must be confirmed in writing.

4.3 We will not ordinarily move you to a lower tier solely because of a later decline in audience size or sales, but we may do so for a Schedule B violation, inactivity of 180 days or more, or a Program-wide restructure on notice.

4.4 Except as provided in Sections 17.4.1 and 17.4.2, the rate in effect when an eligible payment is successfully collected applies to that payment.

4.5 Any retainer, content bounty, exclusivity, campaign schedule, or usage rights beyond this Agreement must be stated in a separate signed addendum. No retainer is implied by tier status.

5. Tracking and attribution

5.1 Links and codes. Tracking runs through the affiliate and reseller tools of our commerce platform (currently Scaled Commerce), referred to in this Agreement as the "affiliate platform" or the "Partner Dashboard." We will issue you a unique tracking code, one or more tracking links tied to that code (each link tied to a specific eligible product or plan), and, where offered, a personal audience discount code. Links may point to the AM I AUDIO website, a free-trial page, a perpetual-license checkout, a rent-to-own checkout, or another approved page. You may place links in approved YouTube descriptions, Instagram captions or comments, websites, newsletters, and other disclosed channels. Links delivered through ManyChat or another direct-message automation tool are eligible only when the message and automation comply with Schedule B, applicable law, and the platform's rules.

5.2 Link integrity. You may not modify, obscure, redirect, wrap, or shorten tracking links in a way that interferes with attribution or misleads the customer. Approved shorteners may be used if the affiliate identifier and required parameters remain intact.

5.3 Attribution window and model. The standard attribution window is stated in Schedule A and runs from the customer's last eligible affiliate click, as recorded by the affiliate platform. Subject to Section 5.4, the last eligible AM I AUDIO affiliate link clicked before purchase receives credit. One Affiliate is credited per purchase.

5.4 Code override. If a customer uses your assigned discount code at checkout, the code determines attribution even if no cookie is present, unless we determine the code was leaked, posted through a prohibited channel, used fraudulently, or obtained outside your legitimate promotion.

5.5 Free trials. A trial start does not earn commission. Where a customer begins a free trial with valid attribution to you, that attribution carries to a later eligible paid purchase by that customer, and the payment is a Qualified Purchase if it occurs within the attribution window stated in Schedule A. Where a customer begins a free trial without affiliate attribution and later clicks your eligible link or uses your code before purchasing, the purchase is attributed to you under Sections 5.3 and 5.4. A later eligible click or code use by another Affiliate may replace your attribution under Sections 5.3 and 5.4.

5.6 Perpetual licenses earn one commission on the eligible payment actually collected.

5.7 Rent-to-own plans. Each successfully collected installment earns commission for the Affiliate attributed to the original order, for the life of that plan, even after the attribution window has closed and, subject to Section 17.4.2, after termination, unless the plan is cancelled, refunded, charged back, found fraudulent, or replaced. No commission is earned on failed, waived, refunded, or uncollected installments. On early payoff, commission is calculated on the eligible amount actually collected.

5.8 Tracking limits. Cookies and other tracking methods may be blocked, deleted, or unavailable because of browser, device, privacy, platform, or technical settings. A purchase is commissionable only when our systems or other reliable records can reasonably attribute it to you. The affiliate

platform's tracking records, our payment-processor records, and Company books control attribution and calculation unless there is a clear error.

5.9 One offer per order. Only one discount may be applied to an order, and our checkout will enforce this. Your personal audience code cannot be combined with any other Company discount, trial-conversion offer, seasonal promotion, or bundle price. Where a customer applies a Company offer instead of your code and valid attribution to you otherwise exists under Section 5.3, commission is calculated on the actual Commissionable Net Revenue of that order. You may not advise customers to combine offers or represent that your code stacks with any other discount.

6. Qualified Purchases and Commissionable Net Revenue

6.1 A "Qualified Purchase" is a bona fide customer payment that (a) is for a product or plan listed in Schedule A; (b) is successfully collected by the Company or its commerce provider; (c) is attributed to you under Section 5; (d) is not a self-referral, test, duplicate, reseller, fraudulent, or prohibited transaction; and (e) has not been cancelled, refunded, reversed, or charged back.

6.2 "Commissionable Net Revenue" means the amount the Company actually receives from a Qualified Purchase after deducting customer discounts and promotional amounts; refunds, reversals, chargebacks, and bad debt; sales, use, VAT, GST, and similar taxes; payment-processing, transaction, commerce-platform, and licensing or copy-protection fees; fraud losses; and any amount not collected. All of the foregoing deductible items are defined as "Program Costs." Schedule A states the illustrative Commissionable Net Revenue used in Program examples; actual amounts vary by transaction.

6.2.1 Your audience code is not deducted. As an exception to Section 6.2, where your own assigned audience discount code is the only discount applied to an order, Commissionable Net Revenue is calculated as if the order had been placed at list price with no code applied. The Company bears the cost of your audience discount, and using your code does not reduce your commission. This exception applies only to your own assigned code. Any other discount, trial-conversion offer, seasonal promotion, bundle price, or coupon is deducted under Section 6.2. For rent-to-own plans, the same treatment applies to each collected installment, calculated on the undiscounted installment amount.

6.3 No commission is payable on a free trial, tax, refunded amount, complimentary license, non-cash credit, or product not listed in Schedule A.

7. Excluded and invalid transactions; adjustments

7.1 Commission is not payable for: your own purchases or purchases made primarily for your benefit; purchases by your household, employees, agents, or controlled entities that we reasonably determine to be self-referrals; test, duplicate, cancelled, unpaid, fraudulent, refunded, or charged-back transactions; transactions generated through cookie stuffing, forced clicks, bots, misleading redirects, spam, or other prohibited conduct; purchases using a leaked or improperly distributed code; purchases made through a coupon, deal, cashback, loyalty, browser-extension, or voucher site; or purchases made after your participation ends, except as provided in Sections 17.4.1 and 17.4.2

7.2 We may correct duplicate credits, tracking errors, invalid commissions, and reporting errors, reverse an invalid commission, or offset it against future earnings. If future earnings do not cover an overpayment, you will repay it within 15 days after written notice.

7.3 You must raise any attribution or commission dispute in writing within 60 days after we issue the statement or report that includes, or should have included, the transaction. A dispute raised after that period is waived.

8. Commission locking, payouts, and taxes

8.1 Locking. A commission is pending from the time the eligible payment is collected until the end of the locking period stated in Schedule A. While a commission is pending it may be reduced or reversed for refunds, chargebacks, or fraud review. At the end of the locking period the commission becomes locked, meaning it is confirmed and payable, and it is paid on the next payout date under Section 8.2. A locked commission may still be withheld under Section 8.3 or reversed under Section 7.2.

8.2 Schedule and minimum. Payable commissions are paid on the schedule and subject to the minimum payout stated in Schedule A. A balance below the minimum rolls forward. Payment is made directly by the Company using a payout method stated in Schedule A or another method we make available. The affiliate platform tracks referrals and sales; it does not process payouts. You are responsible for providing accurate payment details and for any receiving, currency-conversion, or platform fees charged to you.

8.3 Holds. We may delay payment while investigating fraud, a chargeback, a tracking dispute, a material breach, or missing tax or payment information.

8.4 Tax documentation. Before any payout, U.S. Affiliates must provide a completed IRS Form W-9 and non-U.S. Affiliates must provide the applicable Form W-8 or other requested documentation. We or our payout provider will issue information returns (such as Form 1099) where required by law and may apply backup withholding where the law requires it. You are solely responsible for your own income, self-employment, sales, and other taxes, filings, and registrations in every jurisdiction where you operate.

8.5 No guarantee. We do not guarantee traffic, conversions, sales, commissions, tier changes, retainers, or any level of income.

9. Complimentary license

9.1 After you publish your first piece of affiliate content that complies with Schedule B, we will provide one complimentary I AM CHOIR license for your own use. The license is non-transferable, not for resale or sharing, subject to the current end-user license terms and technical requirements, not redeemable for cash, and revocable if obtained through misrepresentation or if you are removed from the Program for a material breach.

9.2 You must disclose receipt of the complimentary license in any content where that fact creates a material connection (see Schedule B).

10. Content, claims, and disclosures

10.1 Your content must reflect your honest opinion and actual experience. You may not claim to have used I AM CHOIR without having used it, or present edited, processed, or substituted audio as unaltered plugin output.

10.2 You may make only accurate, supportable claims that AM I AUDIO has publicly made or approved in writing. You may not make unapproved claims about compatibility, performance, privacy, security, model training, future products, pricing, endorsements, availability, or results.

10.3 You must follow the Brand and Disclosure Standards in Schedule B, including the positioning rules and the disclosure wording. Clear and conspicuous disclosure of your material connection to AM I AUDIO is required in every endorsement, review, demonstration, or promotion, in the content itself for audio and video, and near the link in captions and descriptions.

10.4 You are responsible for complying with the advertising, endorsement, consumer-protection, privacy, direct-marketing, and platform rules that apply to your location, audience, channel, and

content, including the U.S. FTC Endorsement Guides and FTC rules on reviews and testimonials, CAN-SPAM, the TCPA, and state deceptive-advertising and privacy laws.

11. Email, SMS, and direct-message promotion

11.1 If you use ManyChat, email, SMS, or another automated or direct-message channel, you must: message only people you are lawfully permitted to contact; comply with the channel's consent, commercial-content, privacy, and opt-out rules; avoid deceptive comment triggers, false urgency, or misleading statements about what the recipient will receive; include the affiliate disclosure in the message containing the recommendation or link; honor unsubscribe, stop, and opt-out requests promptly; use only approved links and codes; and not collect or send customer personal information to AM I AUDIO except through an approved process.

11.2 You own and are responsible for your audience data, automations, consent records, and compliance. AM I AUDIO does not authorize spam, purchased lists, scraped contacts, unsolicited bulk messages, or deceptive direct-message practices.

12. Prohibited promotion

Unless we give prior written approval, you may not:

- bid on or target "AM I AUDIO", "I AM CHOIR", Company trademarks, misspellings, or confusingly similar terms in paid search or paid media;
- run paid advertisements that send traffic directly to an affiliate link or that impersonate Company advertising;
- publish links or codes on coupon, deal, cashback, loyalty, browser-extension, price-comparison, or voucher sites;
- publish links or codes on any page, post, or listing whose primary purpose is to aggregate or index discount codes, or optimize content primarily to rank in search results for AM I AUDIO or I AM CHOIR discount, coupon, promo, or code queries;
- use cookie stuffing, forced clicks, click injection, hidden links, automatic redirects, adware, malware, bots, or fake accounts;
- offer unauthorized incentives, rebates, giveaways, contests, or bonuses;
- buy, fabricate, or manipulate reviews, engagement, clicks, leads, or purchases;
- send spam or deceptive messages;
- register or use a domain, social handle, business name, or account that includes or is confusingly similar to a Company trademark;
- alter Company logos or assets in a misleading or harmful way;
- disclose confidential or embargoed information;
- promote through illegal, hateful, discriminatory, sexually explicit, infringing, or brand-unsafe content; or
- violate applicable law, platform rules, intellectual-property rights, privacy rights, or another agreement.

Requests for approval under this Section should be sent to nick@amiaudio.io with copy to lenard@amiaudio.io. We will respond within ten business days. Silence is not approval.

13. Brand assets and content rights

13.1 License to you. During active participation we grant you a limited, non-exclusive, non-transferable, revocable license to use approved Company names, logos, links, product images, clips, stems, screenshots, and copy solely to promote eligible products under this Agreement. You must use current assets, follow brand instructions, and stop using Company assets and trademarks when asked or when participation ends. Goodwill from use of Company trademarks belongs to AM I AUDIO.

13.2 License to us. You retain ownership of your original content. Unless a separate agreement says otherwise, you grant AM I AUDIO a non-exclusive, worldwide, royalty-free, sublicensable license to repost, display, distribute, excerpt, and incorporate your compliant affiliate content into other materials for Company marketing, advertising, social, portfolio, affiliate-recruiting, and reporting purposes, including paid placements, with attribution to you. This license runs during your participation and ends as provided in Section 13.2.1. We will not materially edit your statements in a misleading way.

13.2.1 Effect of termination. The license in Section 13.2 ends on the termination effective date, and we will make no new use of your content after that date, except that:

(a) content we published or distributed organically before termination may remain in place, and we may continue to display and distribute it, without obligation to remove or recall it, including copies retained on third-party platforms and in archived campaign records;

(b) a composite work such as a reel, montage, or advertisement that incorporated your content before termination may continue to be displayed and distributed as created, without obligation to re-edit or withdraw it; and

(c) we may retain your content for internal records, compliance, and dispute purposes.

13.2.2 Paid media. The license in Section 13.2 includes paid placements incorporating your content — including boosted and promoted posts, dark posts, and advertisements — run from Company-owned advertising accounts during your participation, at no additional fee. Advertisements run from your own account or handle (allowlisted or creator-account ads) additionally require you to grant the Company the necessary platform-level access; nothing in this Agreement obligates you to grant that access, and you may withdraw it at any time. You may withdraw your consent to paid placements generally on 90 days' written notice without leaving the Program; withdrawal applies to new placements and to continued paid distribution after the notice period, and does not affect Sections 13.2.1(a) or (b).

13.2.3 Paid media ends at termination. We will cease paid distribution of any material containing your content within 15 days after the termination effective date, and will not begin any new paid placement containing your content after that date. Sections 13.2.1(a) and (b) do not extend paid distribution beyond that period.

13.3 Music rights. You are responsible for clearing any third-party music, samples, vocals, or likeness rights in your content. Approved stems we supply may be used only in content promoting I AM CHOIR.

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14. Review, correction, and enforcement

14.1 We may review your content and request a draft or live link. We may require content to be corrected, relabeled, paused, removed, or replaced if it is inaccurate, noncompliant, outdated, misleading, unlawful, or likely to cause material customer or brand harm. You will comply within 24 hours, or sooner where reasonably necessary to address legal, platform, security, fraud, or reputational risk.

14.2 For an ordinary first violation of a Schedule B rule we will generally issue a warning and request correction. A second violation may result in removal. Fraud, spam, cookie stuffing, intentional disclosure failures, confidentiality breaches, illegal conduct, or deception may result in immediate suspension or removal and forfeiture of related commissions.

15. Changes to the Program

15.1 We may change eligible products, prices, customer discounts, tier criteria, commission rates, attribution methods, locking periods, payout timing, benefits, platform providers, Schedule A, or Schedule B.

15.2 We will give at least 15 days' notice before a material change to Schedule A takes effect, by email or through the affiliate platform. We may act faster when reasonably required by law, a platform or commerce provider, fraud prevention, security, a product change, or the need to prevent material harm. Rate changes apply only to payments collected after the effective date, except as provided in Sections 17.4.1 and 17.4.2.

15.3 Continuing to participate after the effective date is acceptance. If you do not agree, you may terminate under Section 17 before the effective date and will be paid for commissions earned under the prior terms.

16. Confidentiality

16.1 Definition. "Confidential Information" means any non-public information disclosed by or on behalf of the Company, whether oral, written, visual, or electronic, and whether or not marked as confidential, that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. Confidential Information includes, without limitation: non-public product information, features, and specifications; beta and pre-release builds and access credentials; roadmaps, launch dates, and embargoed materials; pricing, discount, and promotional plans; sales, conversion, traffic, and other performance data; campaign plans and creative in development; customer and user information; unreleased assets and audio; vocalist, dataset, and licensing arrangements; your individually negotiated commission rates, tier terms, and retainer terms; and the terms of any separately signed addendum.

16.2 Exclusions. Confidential Information does not include information that (a) is or becomes publicly available through no act or omission of yours; (b) you lawfully knew, without a duty of confidentiality, before the Company disclosed it; (c) you develop independently without use of or reference to Confidential Information; (d) you lawfully receive from a third party free to disclose it; or (e) consists of the standard Program terms that the company has publicly disclosed in Schedule A or in Company recruiting materials, or the fact of your participation in the Program.

16.3 Your obligations. You will use Confidential Information only for approved Program activity, protect it with at least reasonable care, and not disclose it without our prior written authorization. You may disclose it to your own personnel and professional advisors who need it for approved Program activity and who are bound by confidentiality obligations at least as protective as these; you remain responsible for their compliance and for any breach by them as if it were your own.

16.4 Compelled and protected disclosure. If law, regulation, subpoena, or court or government order requires you to disclose Confidential Information, you may do so to the extent required, provided that unless legally prohibited you give us prompt written notice beforehand and reasonable cooperation, at our expense, in seeking protective treatment. Nothing in this Agreement prevents you from reporting a suspected violation of law to a government agency or participating in a government investigation, or from disclosing your own compensation where applicable law protects that disclosure.

16.5 Embargoes. Where we give you material subject to an embargo, you may not publish, post, share, or describe it, including in private messages, group chats, or previews, before the stated embargo lift date and time. If no time is stated, the embargo runs until we confirm release in writing.

16.6 Return or destruction. On request or when your participation ends, you will stop using Confidential Information and return or destroy all of it in your possession, and confirm in writing if we ask. You may retain routine archival copies made under automatic backup procedures, which remain subject to this Section for as long as they are retained.

16.7 Duration. These obligations continue for three (3) years after your participation ends, and for as long as the information remains a trade secret under applicable law, whichever is longer.

16.8 No rights granted; remedies. Disclosure grants you no license or ownership rights in Confidential Information. You acknowledge that unauthorized use or disclosure would cause harm for which money damages are inadequate, and that we may seek injunctive relief without posting bond, in addition to any other remedy.

16.9 Notice under the Defend Trade Secrets Act. Under 18 U.S.C. § 1833(b), you may not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. If you file a lawsuit for retaliation for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use it in the court proceeding, provided you file any document containing the trade secret under seal and do not disclose it except pursuant to court order.

17. Term, suspension, and termination

17.1 Term. This Agreement starts on the date of acceptance and continues until terminated. Either party may terminate for any reason with 30 days' written notice.

17.2 We may suspend links, codes, dashboard access, licenses, or payouts while investigating suspected fraud, breach, legal risk, or tracking abuse.

17.3 We may terminate immediately for fraud, self-referral, spam, cookie stuffing, trademark bidding, intentional deception, material IP misuse, unlawful conduct, a serious confidentiality breach, repeated noncompliance, or conduct reasonably likely to cause significant customer, legal, platform, or brand harm.

17.4 On termination you will stop presenting yourself as an affiliate and stop using active links, codes, Confidential Information, and Company assets, and on request will remove or disable affected content within 24 hours. We may deactivate your tracking code, tracking links, and audience discount code immediately on suspension or termination, whether or not you have removed them from your content, and we have no obligation to keep any link or code active after that date.

17.4.1 Commissions after termination. Subject to valid refunds, reversals, offsets, and the payout minimum, we will pay verified commissions earned before termination on the normal schedule. An eligible click or code use that occurred before the termination effective date remains attributed to you for the balance of the attribution window stated in Schedule A, and a Qualified Purchase completed within that window earns commission at your tier rate as of the termination date, even though the purchase is completed after termination. No commission accrues on a click, code use, or purchase occurring after the termination effective date. Where we terminate under Section 17.3, the post-termination attribution described in the second sentence of this Section does not apply, and no commission accrues on any purchase completed after the termination effective date. Commissions earned before termination remain payable, except to the extent they are connected to the conduct giving rise to termination or to another material breach, which we may withhold or reverse under Sections 7.2 and 14.2.

17.4.2 Rent-to-own after termination. Where a rent-to-own plan was attributed to you before termination, you continue to earn commission on each successfully collected installment for the life of that plan, at your tier rate as of the termination date, subject to Sections 6 and 7. Where we terminate under Section 17.3 or where we determine the underlying order was obtained through fraud, self-referral, or a leaked or improperly distributed code, this continuation does not apply, and all further installment commissions are forfeited.

17.5 Sections 2, 6 through 8, 10, 13.2.1, 13.2.3, 14.2, 16, through 21 survive termination.

18. Disclaimers and limitation of liability

18.1 The Program, tracking links, codes, dashboards, reports, and assets are provided "as is" and "as available" to the maximum extent permitted by law. We do not guarantee uninterrupted or error-free tracking.

18.2 To the maximum extent permitted by law, AM I AUDIO will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenue, data, goodwill, or opportunity arising from the Program.

18.3 AM I AUDIO's total aggregate liability arising from the Program will not exceed the greater of (a) the commissions paid or payable to you during the six months immediately before the event giving rise to the claim, or (b) \$500 USD.

19. Your responsibility and indemnity

You are responsible for your content, channels, claims, rights clearances, audience communications, data practices, taxes, personnel, contractors, expenses, and compliance with law and platform rules. To the extent permitted by law, you will defend, indemnify, and hold harmless AM I AUDIO and its affiliates, officers, directors, employees, contractors, licensors, and agents from third-party claims, losses, liabilities, damages, costs, and reasonable legal fees arising from your content or promotion; your breach of this Agreement; your violation of law, platform rules, or third-party rights; your fraud, negligence, or willful misconduct; or your products, services, channels, automations, or audience data practices.

20. Governing law, disputes, and notices

20.1 This Agreement is governed by the laws of the State of California, without regard to conflict-of-law principles. The state and federal courts located in Los Angeles, CA have exclusive jurisdiction over disputes, and each party consents to that jurisdiction and venue. Nothing in this Section prevents you from exercising rights that cannot be waived under the law of the state where

you reside. Each party may bring claims only in an individual capacity and not as a plaintiff or class member in any class, collective, or representative proceeding, and each party waives any right to participate in such a proceeding.

20.2 Before filing any claim, the parties will attempt in good faith to resolve the dispute by written notice and a call within 30 days.

20.3 We may send notices to the email address on your account, through the affiliate platform, or through Program materials. You may send legal notices to Lenard Skolnik at lenard@amiaudio.io and Program questions to nick@amiaudio.io with copy to lenard@amiaudio.io. 21. General

21.1 Entire agreement, order of precedence, and amendment. This Agreement, its Schedules, the affiliate asset kit as updated from time to time, and any signed tier, campaign, or retainer addendum together constitute the entire agreement between the parties concerning the Program, and supersede all prior and contemporaneous agreements, program terms, proposals, page copy, emails, messages, and discussions concerning the Program, whether written or oral. You acknowledge that you are not relying on any representation, promise, or assurance about the Program that is not set out in this Agreement. Where these documents conflict, the following order of precedence applies, from highest to lowest: (a) a signed addendum, as to its specific subject matter; (b) this Agreement; (c) the Schedules, except that Schedule A controls as to any commercial term the body of this Agreement expressly assigns to it; and (d) the affiliate asset kit, except as to any matter the body of this Agreement expressly assigns to it. Marketing pages, recruiting materials, dashboard copy, and other Program descriptions are summaries only and do not modify this Agreement. The matters listed in Section 15.1, including Schedules A and B and the affiliate asset kit, may be changed under Section 15; no other provision of this Agreement may be amended except in a writing signed or electronically accepted by both parties.

21.2 You may not assign this Agreement or a right to payment without our prior written consent. We may assign it in connection with a merger, reorganization, financing, sale, or transfer of the relevant business or assets.

21.3 If a provision is unenforceable it will be modified only to the extent necessary and the remainder continues in effect. Failure to enforce a provision is not a waiver. Electronic acceptance, notices, records, and signatures are valid and binding to the extent permitted by law, including under the U.S. E-SIGN Act and applicable state electronic-transactions laws.

21.4 Relationship to other agreements. This Agreement governs your participation in the Program. Your use of the Site is governed by the Site Terms of Use, and your use of any AM I AUDIO software, including any complimentary license under Section 9, is governed by the applicable End User License Agreement. Where this Agreement conflicts with the Terms of Use or a EULA on a matter concerning the Program, including commissions, attribution, tiers, promotion, and Program termination, this Agreement controls. On all other matters the Terms of Use and the EULA control as to their subject matter.

Signatures

Each party has caused this Agreement to be executed by its authorized representative as of the later date below (the "Effective Date").

AM I AUDIO	AFFILIATE
By: _____	By: _____

AM I AUDIO	AFFILIATE
Name: [Authorized signer]	Name: _____
Title: [Title]	Business / channel name: _____
Date: _____	Date: _____

Schedule A. Commercial Terms

Effective September 2026. The Company may update this Schedule on notice under Section 15. Dollar figures are illustrations based on the stated illustrative Commissionable Net Revenue; actual commission is calculated per transaction. Commissionable Net Revenue may vary based on Program Costs as defined in section 6.2.

A1. Eligible products and list prices

Product / plan	List price	How commission is earned
I AM CHOIR perpetual license (VST3, AU, AAX; supported platforms per the current asset kit)	\$199 USD	One commission on the collected payment
I AM CHOIR rent-to-own plan	Per current checkout pricing	Commission on each collected installment, life of plan
I AM CHOIR 14-day free trial	\$0	No commission on trial start; commission if it converts with valid attribution

A2. Tiers and rates

Tier	How you qualify	Rate	Illustrative payout per \$199 sale*	Benefits
Producer	Default tier for every approved Affiliate	15%	\$26.25	Tracking code and per-plan tracking links, personal 10% audience code, Partner Dashboard access, asset library, complimentary license after first published piece, monthly conversion note
Ambassador	10 lifetime Qualified Purchases, confirmed at monthly review	20%	\$35.00	Producer benefits plus priority campaign access and launch opportunities
Partner	Invitation only, confirmed in writing	25%	\$43.75	Ambassador benefits plus custom campaign support and any separately signed addendum

**Illustrative Commissionable Net Revenue of \$175, calculated at the \$199 list price after processing, platform, and licensing fees and Program Costs as defined in 6.2. Your 10% audience code is not deducted from your commission base (Section 6.2.1); using your code does not reduce your payout.*

A3. Attribution, locking, and payout settings

Setting	Value
Tracking system	Affiliate and reseller tools of our commerce platform (currently Scaled Commerce): a per-Affiliate tracking code, per-plan tracking links, a personal audience code, and Partner Dashboard reporting access
Attribution model	Last eligible affiliate click; one Affiliate per purchase. Subject to the code override in Section 5.4 and the tracking limits in Section 5.8
Attribution window	60 days from last eligible click, as recorded by the affiliate platform
Discount-code override	Yes. Your personal code attributes the sale to you even if no cookie is present
Audience discount	10% off list price via your personal code; not deducted from your commission base (Section 6.2.1)
Rent-to-own	Original Affiliate credited on every collected installment for the life of the plan, including after termination, except on a for-cause termination under Section 17.3 (Sections 5.7, 17.4.2)
Locking period	45 days after the eligible payment is collected (covers the 30-day customer refund window under the Site Terms of Use)
Payout schedule	Monthly, on or about the 15th, for all commissions locked in the prior calendar month
Minimum payout	\$50 USD; smaller balances roll forward
Payout methods	Paid directly by the Company via PayPal or bank transfer, as offered; Affiliate bears receiving fees
Currency	USD
Tax documents before payout	Form W-9 (U.S.) or Form W-8 series (non-U.S.)
Dispute window	60 days after we issue the statement or report that includes the transaction (Section 7.3)
Inactivity	No Qualified Purchase or published content for 180 days may result in tier review or removal
Discount stacking	Not permitted; one discount per order (Section 5.9)
Code and link lifetime	Tracking codes, tracking links, and audience codes may be deactivated immediately on suspension or termination, and after 180 days of inactivity
After Termination	Eligible clicks and code uses occurring before the termination effective date stay attributed to you for the remainder of the 60-day window (§17.4.1). Rent-to-own installments continue for the life of the plan (§17.4.2). Neither applies on a for-cause termination under §17.3

A4. Excluded partner types

Coupon, deal, voucher, cashback, loyalty, browser-extension, and price-comparison sites and networks are excluded from the Program in every tier.

Schedule B. Brand and Disclosure Standards

B1. Positioning rules (non-negotiable)

1. Promote only the plans for which we have issued you a tracking link or code. Do not announce, reference, or imply the availability of any plan, price, or payment option we have not made publicly available, including rent-to-own, financing, and subscriptions. Direct questions about payment options to the official site.
2. Never frame I AM CHOIR as replacing the full value of recording singers, choirs, session vocalists, or booked talent.
3. Do not use cost-saving-versus-hiring claims. Time-saving is ok, but not in the context of avoiding hiring or paying singers.
4. Use the accurate mechanic: "turn a voice into a choir." Do not use the phrase "turn a voice into more of itself."
5. Do not imply support for platforms, formats, or features we have not announced. Check the current asset kit for supported platforms before publishing, and direct interest in unreleased platforms to the official waitlist.
6. Describe the technology accurately. I AM CHOIR is an AI timbre-transfer instrument: it transforms a vocal performance you record into a choir that follows your words and melody. It does not generate music from a text prompt, write lyrics or melodies for you, or produce a performance you did not sing. Do not describe it as a text-to-music product, a prompt-based generator, or a songwriting tool, and do not deny that it uses AI.
7. Comparisons. You may share your own opinion, including that you prefer I AM CHOIR to another tool, and you may explain how it works differently. You may not assert or repeat as fact anything about a competing product (how it was built or trained, what data it used, its licensing or legality, or how it performs), including claims you believe to be established or widely reported. You may not present your opinion as the Company's position.
8. Do not tell your audience that your code stacks with other AM I AUDIO offers, or that a larger discount is available elsewhere or later.
9. If you discuss the dataset, use factual language only: it was built in-house on fully owned or public domain songs; participating singers contributed knowingly and consensually, were compensated, and earn royalties. Do not claim certifications the Company has not announced.
10. Do not imply that you are an AM I AUDIO employee, agent, official spokesperson, or authorized source of product commitments.
11. Keep company and product distinct: AM I AUDIO is the company; I AM CHOIR is the instrument.

B2. Required disclosure

Use the baseline disclosure, or wording at least as clear, in every piece of content that recommends, reviews, demonstrates, or links to I AM CHOIR:

"AM I AUDIO affiliate. I earn a commission if you buy through my link or code."

If you received the complimentary license, use:

"AM I AUDIO provided my I AM CHOIR license, and I earn a commission if you buy through my link or code."

Placement rules: for YouTube, Reels, TikTok, Stories, livestreams, and podcasts, disclose in the content and show it on screen where practical, and repeat it near the link in the description or caption. For written content, place it above the fold or immediately before the first link. Platform

paid-partnership labels supplement but do not replace this disclosure. Do not bury it in a hashtag cloud or behind a "more" link only.

B3. Honest demonstrations

Demonstrate the plugin as it actually performs. Label any post-processing. Do not present output from another tool as I AM CHOIR. Do not fabricate testimonials, reviews, or results.

B4. Assets

Use only current logos, UI stills, product shots, and approved stems from the asset library. Do not stretch, recolor, or alter logos. Do not use the AM I AUDIO or I AM CHOIR marks in your handle, channel name, or domain.

Schedule C. Affiliate Information and Tax Certification

Complete this Schedule in the Program application (Producer and Ambassador tiers) or return it with the signed Agreement (Partner tier). Payouts cannot begin until this Schedule and the applicable IRS form are on file.

Field	Your information
Legal name (individual or entity)	
Business / channel name	
Entity type (individual, sole proprietor, LLC, corporation)	
Mailing address	
State / country of residence or principal place of business	
Email for notices	
Primary promotion channels and URLs	
Estimated audience size per channel	
Payout method and details (PayPal email, or bank details for ACH in the U.S. or international wire; paid directly by the Company)	
Tax form provided (W-9 or W-8 series)	
Do you use ManyChat, email, or SMS to send links? (Y/N)	
Any relationship to AM I AUDIO staff or founders? (disclose)	

Affiliate certifies that the information above is accurate and will be kept current, that Affiliate is at least 18 years old, and that Affiliate has read Schedules A and B.

Signature: _____ Date: _____