

ASSET PURCHASE AGREEMENT

dated as of November 14, 2022

among

AMAGI MEDIA LLC,

as Buyer

STREAMWISE LLC,

as Seller

and

STREAMWISE HOLDINGS LLC,

as Owner

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
PURCHASE AND SALE OF THE ACQUIRED ASSETS; CLOSING	
Section 1.1	Purchase and Sale of the Acquired Assets.....
Section 1.2	Assumption of Assumed Liabilities.....
Section 1.3	Closing.....
Section 1.4	Withholding Taxes.....
Section 1.5	Consent of Third Parties
ARTICLE II	
REPRESENTATIONS AND WARRANTIES REGARDING SELLER	
Section 2.1	Organization; Good Standing
Section 2.2	Authority.....
Section 2.3	Non-Contravention
Section 2.4	Acquired Assets; Title
Section 2.5	Intellectual Property.....
Section 2.6	Taxes.....
ARTICLE III	
REPRESENTATIONS AND WARRANTIES REGARDING BUYER	
Section 3.1	Organization; Good Standing
Section 3.2	Authority.....
Section 3.3	Non-Contravention
ARTICLE IV	
COVENANTS	
Section 4.1	Public Announcements
Section 4.2	Restrictive Covenants
Section 4.3	Change of Name; Etc
Section 4.4	Post-Closing Acquired Assets and Excluded Assets
Section 4.5	Accounts Receivable
Section 4.6	Distribution of Transaction Proceeds
Section 4.7	Seller Bank Account

ARTICLE V

TAX MATTERS

Section 5.1	Retention of Tax Returns.....	12
Section 5.2	Transfer Taxes	12
Section 5.3	Purchase Price Allocation.....	13

ARTICLE VI

EMPLOYEE MATTERS

Section 6.1	Transferred Employees	13
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ARTICLE VII

MISCELLANEOUS

Section 7.1	Counterparts.....	14
Section 7.2	Governing Law; Submission to Jurisdiction; WAIVER OF JURY TRIAL.....	14
Section 7.3	Entire Agreement; No Third Party Beneficiary.....	15
Section 7.4	Expenses	15
Section 7.5	Notices	15
Section 7.6	Successors and Assigns	16
Section 7.7	Headings	16
Section 7.8	Amendments and Waivers	16
Section 7.9	Interpretation; Absence of Presumption	16
Section 7.10	Severability	17
Section 7.11	Business Days	17
Section 7.12	Further Assurances	17
Section 7.13	Schedules	17
Section 7.14	Bulk Transfer	17
Section 7.15	Survival.....	18

SCHEDULES

Schedule 1.1(b)	Scheduled Liabilities
Schedule 1.3(b)(viii)	Parties to Provide Payoff Letters
Schedule 2.1	Jurisdictions
Schedule 2.3	Required Consents/Notices
Schedule 2.4	Exceptions to Title
Schedule 2.4(f)	Contract Disputes
Schedule 2.5(a)	Trademark Registration Issues
Schedule 2.6(b)	Tax Powers of Attorney
Schedule 6.1	Designated Employees
Schedule A-1	Assumed Contracts
Schedule A-2	Excluded Assets
Schedule A-3	Excluded Contracts
Schedule A-4	Owned Intellectual Property
Schedule A-5	Persons Performing Work in November 2022

EXHIBITS

Exhibit A	Definitions
Exhibit B-1	Form of Bill of Sale, Assignment and Assumption Agreement
Exhibit B-2	Form of Domain Name Assignment Agreement
Exhibit B-3	Form of Trademark Assignment Agreement
Exhibit C	Form of Release

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of November 14, 2022 (this “**Agreement**”) is among Amagi Media LLC, a Delaware limited liability company (“**Buyer**”), Streamwise LLC, a Delaware limited liability company (“**Seller**”), and Streamwise Holdings LLC, a Delaware limited liability company (“**Owner**”; Seller and Owner are collectively referred to as “**Seller Parties**”). Capitalized terms used but not defined in this Agreement are defined in Exhibit A.

Owner owns all of the issued and outstanding equity interests of Seller.

On the terms and subject to the conditions set forth in this Agreement, Buyer desires to purchase the Acquired Assets and to assume the Assumed Liabilities, in each case, as applicable, from Seller, and Seller desires to sell the Acquired Assets and delegate the Assumed Liabilities, in each case, to Buyer.

In consideration of the premises and the mutual representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF THE ACQUIRED ASSETS; CLOSING

Section 1.1 Purchase and Sale of the Acquired Assets.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of the Acquired Assets, free and clear of all Liens, for the aggregate purchase price set forth in Section 1.1(b). Notwithstanding anything to the contrary contained herein, Seller shall not sell, convey, transfer, assign and deliver to Buyer, and Buyer shall not purchase and acquire from Seller, any Excluded Assets.

(b) As payment for the Acquired Assets, (i) Amagi Corporation, on behalf of Buyer, has delivered to Seller purchase price deposits in an aggregate amount of \$150,000 which are being hereby applied towards the purchase price for the Acquired Assets, (ii) Buyer shall at the Closing assume the Assumed Liabilities and pay and deliver to Seller an aggregate amount in cash equal to the Closing Payment by wire transfer of immediately available funds in accordance with written instructions that Seller shall have previously provided to Buyer and (iii) Buyer shall at the Closing pay the amounts of Liabilities and Transaction Expenses set forth on Part I of Schedule 1.1(b) (the Liabilities and Transaction Expenses set forth on Schedule 1.1(b), the “**Scheduled Liabilities**”) in accordance with the payment instructions set forth in the Funds Flow Agreement.

Section 1.2 Assumption of Assumed Liabilities.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing Buyer shall assume the Assumed Liabilities. Notwithstanding anything to the contrary contained

herein, from and after the consummation of the Closing, Seller will no longer be bound by or be obligated or responsible for any Assumed Liabilities. Buyer hereby irrevocably waives and releases Seller from all Assumed Liabilities, including any obligations or liabilities created or that arise by statute or common law. Buyer shall pay and perform the Assumed Liabilities when due.

(b) Notwithstanding anything to the contrary contained herein, Buyer will not assume, be bound by or be obligated or responsible for any Excluded Liabilities. Seller and Owner hereby irrevocably waive and release, and each has caused Daniel Stein and JDS Sports, LLC to waive and release, Buyer from all Excluded Liabilities, including any obligations or liabilities created or that arise by statute or common law. Seller and Owner shall, jointly and severally, pay and perform the Excluded Liabilities when due.

Section 1.3 Closing.

(a) On the terms and subject to the conditions set forth in this Agreement, the closing of the transactions contemplated by this Agreement (the “**Closing**”) is taking place concurrently herewith by electronic delivery of documents. The date of this Agreement is sometimes referred to as the “**Closing Date**.”

(b) In addition to the other requirements set forth herein, Seller Parties are concurrently delivering herewith to Buyer the following:

- (i) a certificate signed by Seller and Owner to the effect that (1) their representations and warranties are true and correct in all material respects on and as of the Closing Date; provided, however, that if a representation or warranty is qualified by “materiality” or “**Material Adverse Effect**” or a similar qualifier, such representation or warranty (as so qualified) shall be true and correct in all respects as of the Closing Date and (2) they have performed and complied in all material respects with all agreements and covenants required by the Agreement to be performed and complied with by them prior to the Closing;
- (ii) a certificate evidencing the good standing of Seller and Owner in its jurisdiction of organization and each jurisdiction where it is qualified to do business as of a recent date;
- (iii) the Bill of Sale, duly executed by Seller;
- (iv) the Domain Name Assignment Agreement, duly executed by Seller;
- (v) the Trademark Assignment Agreement, duly executed by 1091 Media, LLC;
- (vi) the 1091 IP Assignment Agreement, duly executed by 1091 Media, LLC and Seller;
- (vii) a certificate of a Manager or Member of Seller and Owner certifying as to: (A) the full force and effect of resolutions of its board of directors, managers, trustees, stockholders and members, as applicable, attached thereto as exhibits evidencing the authority of Seller or Owner to enter into and consummate the transactions contemplated by this Agreement and the other Transaction Documents; (B) the full force and effect of the certificate of formation and limited liability company agreement (or similar organizational documents with different names) of Seller

or Owner attached thereto as exhibits; and (C) the incumbency and signature of the officers of Seller or Owner with authority to execute the Transaction Documents to which Seller or Owner is a party;

(viii) (A) invoices evidencing each of the Scheduled Liabilities on Part I of Schedule 1.1(b); (B) a flow of funds memorandum (which shall be executed by Buyer, Seller and Owner) directing the payment of the Scheduled Liabilities on Part I of Schedule 1.1(b) by Buyer (the “**Funds Flow Agreement**”); and (C) with respect to the Persons set forth on Schedule 1.3(b)(viii)(C), a written confirmation (which may be via electronic mail) from each such Person that no amounts are owed by Seller to such Person for any period prior to November 1, 2022, other than Scheduled Liabilities;

(ix) a Release, duly executed by each of Daniel Stein and JDS Sports, LLC;

(x) evidence (reasonably satisfactory to Buyer) that each of Doug Shineman and Ethan Shvartzman have accepted the offers of employment made by Buyer (or its Affiliates) pursuant to Section 6.1;

(xi) a duly executed and properly completed Internal Revenue Service Form W-9 from each Seller Party; and

(xii) all other certificates, documents, assignments, and instruments that are reasonably requested by Buyer.

(c) In addition to the other requirements set forth herein, Buyer shall at the Closing deliver, or cause to be delivered, to Seller Parties the following:

(i) a certificate signed by Buyer to the effect that (1) its representations and warranties are true and correct in all material respects on and as of the Closing Date; provided, however, that if a representation or warranty is qualified by “materiality” or “material adverse effect” or a similar qualifier, such representation or warranty (as so qualified) shall be true and correct in all respects as of the Closing Date and (2) it has performed and complied in all material respects with all agreements and covenants required by the Agreement to be performed and complied with by them prior to the Closing;

(ii) a certificate evidencing the good standing of Buyer in its jurisdiction of formation as of a recent date;

(iii) the Bill of Sale, duly executed by Buyer;

(iv) a certificate of the Manager of Buyer certifying as to: (A) the full force and effect of resolutions of its board of managers, attached thereto as exhibits evidencing the authority of Buyer to enter into and consummate the transactions contemplated by this Agreement and the other Transaction Documents; (B) the full force and effect of certificate of formation and limited liability company agreement (or similar organizational documents with different names) of Buyer attached thereto as exhibits; and (C) the incumbency and signature of the officers of Buyer with authority to execute the Transaction Documents to which Buyer is a party; and

(v) all other certificates, documents, assignments, and instruments that are reasonably requested by the Seller Parties.

Section 1.4 Withholding Taxes. To the extent required by applicable Law, Buyer and its Affiliates and Representatives shall be entitled to deduct and withhold any Taxes required to be withheld or deducted from any payments due to Seller; and such amounts shall be treated for all purposes of this Agreement as having been paid by Buyer to Seller. Buyer and Seller shall reasonably cooperate to obtain documentation and satisfy any other requirements necessary to qualify for exemption from withholding. Buyer has advised Seller that it does not anticipate that any withholding for Taxes will be required on the date of this Agreement if Buyer receives a duly executed and properly completed Internal Revenue Service Form W-9 from each Seller Party pursuant to Section 1.3(b)(xi).

Section 1.5 Consent of Third Parties. Notwithstanding anything in this Agreement to the contrary, this Agreement will not constitute an agreement to assign any Assumed Contract or any claim or right arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention thereof, or that with the lapse of time or the giving of notice, or both, would become a breach or other contravention thereof, or in any way adversely affect the rights of Buyer thereunder. For a period of not more than 90 days following the Closing Date, Seller shall, and Owner shall cause Seller to, use its commercially reasonable efforts from and after the Closing Date to obtain the consent of any such third party for the assignment to Buyer of any such Assumed Contract which has not been obtained prior to the Closing Date (it being acknowledged that Seller and Owner will cease to have employees at the Closing and such efforts primarily will be made utilizing the Transferred Employees). If an attempted assignment of such would be ineffective or would adversely affect the rights of Seller thereunder so that Buyer would not in fact receive all such rights, for a period of not more than 90 days following the Closing Date, Seller shall, and Owner shall cause Seller to, provide Buyer the benefits thereunder and Buyer shall assume the obligations thereunder (but only to the extent such obligations relate to the benefits that Seller actually provide to Buyer and that would have constituted Assumed Liabilities if such assignment occurred on the Closing Date) from and after the consummation of the Closing. Other than the Chicken Soup Receivable which shall be allocated as provided in the definition of Excluded Asset, Seller shall, and Owner shall cause Seller to, pay promptly to Buyer when received all monies received by Seller after the consummation of the Closing under any of the Assumed Contracts or any claim or right or any benefit arising thereunder to the extent that Buyer would be entitled thereto pursuant hereto. If and when any such consents shall be obtained, Seller shall, and Owner shall cause such Seller to, promptly assign its rights thereunder to Buyer without payment of consideration and Buyer shall, without payment of any consideration therefor, assume from and after the date of such assignment the obligations thereunder (but only the obligations of Seller thereunder arising exclusively from, and accruing exclusively with respect to, the period after the date of such assignment (other than obligations thereunder arising as a result of the breach thereof at or prior to such assignment) and only to the extent that such obligations would have constituted Assumed Liabilities if such assignment had occurred at the Closing).

ARTICLE II

REPRESENTATIONS AND WARRANTIES REGARDING SELLER

Seller Parties hereby jointly and severally represent and warrant as follows as of the Closing Date:

Section 2.1 Organization; Good Standing.

(a) Each of Owner and Seller is a limited liability company, duly formed and organized, validly existing and in good standing under the Laws of Delaware and has all requisite limited liability company power and authority to own, lease and operate its assets and properties, including the Acquired Assets, and to conduct its business. Each of Owner and Seller is duly qualified or licensed to do business and is in good standing in those jurisdictions listed next to its name on Schedule 2.1, which jurisdictions collectively constitute every jurisdiction where the nature of the business of Owner or Seller or the ownership or leasing of their respective properties requires such qualification or licensing, except for such failures to be so qualified or licensed that, individually and in the aggregate, have not had, and are not reasonably likely to have, a Material Adverse Effect. Prior to the date of this Agreement, each of Owner and Seller has delivered to Buyer complete and correct copies of the certificate of formation and limited liability company agreement (or similar organizational documents with different names) of Owner or Seller (as applicable), each as presently in effect.

(b) Other than Owner's ownership of the equity interests of Seller, each of Owner and Seller no has subsidiaries or investments in any other Person that owns any assets, properties, privileges, claims and rights of Owner or Seller that are owned, used or held for use in connection with, or that are otherwise related to, or otherwise required for the conduct of, the Business.

(c) Owner owns 100% of Seller's issued and outstanding equity or other ownership interests and any rights to acquire any equity or other ownership interest. Daniel Stein and JDS Sports, LLC collectively own 100% of Owner's issued and outstanding equity and except for any options to purchase Class C units of Owner outstanding under Owner's 2020 Equity Plan (the "Options"), there are no other ownership interests or any rights to acquire any equity or other ownership interest in Owner.

Section 2.2 Authority. Each of Owner and Seller has all requisite limited liability company power and authority to execute and deliver this Agreement and the other Transaction Documents to be executed and delivered by Owner or Seller (as applicable), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Seller Parties of this Agreement and the other Transaction Documents to which they are a party, the performance by each of the Seller Parties of its obligations hereunder and thereunder and the consummation by the Seller Parties of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company action on the part of the Seller Parties, and no other limited liability company proceedings on the part of the Seller Parties or any holders of their respective equity is required to authorize this Agreement and the other Transaction Documents to which

any Seller Party is a party or for the Seller Parties to consummate the transactions contemplated hereby or thereby. This Agreement has been, and upon execution and delivery thereof by the Seller Parties, each of the other Transaction Documents to which the Seller Parties are a party shall be, duly and validly executed and delivered by the Seller Parties and, assuming the due and valid authorization, execution and delivery by Buyer (in the case of this Agreement) or by the other parties thereto (in the case of the other Transaction Documents), constitutes a legal, valid and binding obligation of the Seller Parties, enforceable against the Seller Parties in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability from time to time in effect relating to the rights and remedies of creditors and general principles of equity.

Section 2.3 Non-Contravention. The execution and delivery by the Seller Parties of this Agreement and the other Transaction Documents to which the Seller Parties are a party, the performance by the Seller Parties of their obligations hereunder and thereunder and the consummation by the Seller Parties of the transactions contemplated hereby and thereby do not and shall not: (a) conflict with or violate any provision of the certificate of formation or limited liability company agreement (or similar organizational documents with different names) of the Seller Parties; (b) require on the part of any Seller Party any notice or filing with, or any Permit or other authorization of, or any exemption by, any Government Authority; (c) except as set forth on Schedule 2.3, conflict with, result in a violation or breach of, constitute a default under, result in the acceleration of, give rise to any right to accelerate, terminate, modify or cancel, or require any notice, consent, authorization, approval or waiver under, or result in any other adverse consequence under, any Permit or Contract to which any Seller Party is a party or by which any Seller Party is bound or to which any of the assets or properties, including the Acquired Assets, of any Seller Party is subject; (d) result in the imposition of any Lien upon any assets or properties of Seller; (e) violate or breach the terms of, or cause any default under, any Law applicable to the Business or to any Seller Party or any of their respective properties, assets (including the Acquired Assets) or securities; or (f) with the passage of time, the giving of notice or the taking of any action by another Person, have any of the effects described in clauses (a) through (e) of this Section 2.3.

Section 2.4 Acquired Assets; Title.

(a) Except as set forth on Schedule 2.4(a), Seller has good and marketable title to, or hold by valid and existing leases or licenses, all of the Acquired Assets free and clear of all Liens. No financing statement has been registered with respect to Seller, and no Seller Party has signed any security agreement authorizing any secured party thereunder to file any such financing statement with respect to any of the Acquired Assets. Seller will at the Closing convey to Buyer good and marketable title to all of the Acquired Assets, free and clear of all Liens.

(b) Except for the Excluded Assets referred to in clauses (a) through (l) of the definition thereof, the Acquired Assets, constitute all the assets, properties and rights owned, used, or held for use in connection with the Business as currently conducted on the date of this Agreement. Other than the Excluded Assets referred to in clauses (a) through (l) of the definition thereof and the Acquired Assets, there are no assets owned, used or held for use by any Seller Party or any of

their respective Affiliates (including, without limitation, Daniel Stein and JDS Sports, LLC) in connection with the Business.

(c) On or prior to the date of this Agreement, Owner has, and Owner has caused each of its Affiliates (other than Seller) to, transfer to Seller free and clear of any Liens all assets, if any, owned by Owner or any such Affiliate that are owned, used or held for use in connection with the Business, other than the Excluded Assets referred to in clauses (a) through (l) of the definition thereof.

(d) To the Knowledge of the Seller Parties, the Scheduled Liabilities and the Assumed Liabilities constitute all the Liabilities and Transaction Expenses of Seller, in each case that were accrued, fixed, matured, due, or absolute as of immediately prior to the Closing.

(e) True, correct, and complete copies of all Assumed Contracts, together with all modifications, amendments, and supplements thereto, have been provided to Buyer prior to the date of this Agreement. There are no oral Contracts that are Assumed Contracts.

(f) Except as set forth on Schedule 2.4(f), (i) all of the Assumed Contracts are in full force and effect and are valid and binding on and enforceable against the Seller in accordance with their terms and, to the Knowledge of Seller Parties, on and against the other parties thereto; (ii) the Seller is not, nor to the Knowledge of Seller Parties, is any other party to any Assumed Contract, in material breach of, or default under, any Assumed Contract; (iii) Seller has not waived any material right under any Assumed Contract; (iv) to the Knowledge of Seller Parties, no event has occurred that, with the giving of notice or the lapse of time or both, would constitute a material breach of, or default under, any Assumed Contract; (v) to the Knowledge of Seller Parties, there are no unresolved disputes under any of the Assumed Contracts; and (vi) Seller has not given to or received from any other Person, any notice or other written communication regarding any actual, alleged, possible or potential violation or breach of, or default under, any Assumed Contract.

(g) Seller does not own, and has never owned, any real property.

Section 2.5 Intellectual Property.

(a) To the Knowledge of the Seller Parties, neither the conduct of the Business nor the Owned Intellectual Property (or any use thereof by Seller, Owner or 1091) as of or prior to the Closing Date) infringes, misappropriates, or otherwise violates the rights of any Person, including any Intellectual Property owned or purported to be owned by any third party. To the Knowledge of the Seller Parties, Seller is not the subject of, and have not been the subject of, any actual or threatened Proceeding (i) alleging that Seller has infringed, misappropriated, or violated any Intellectual Property of any other Person in connection with the conduct of the Business or (ii) except as set forth on Schedule 2.5(a), concerning the ownership, validity, registerability, enforceability, or use of, or right to use, any Business Intellectual Property. To the Knowledge of the Seller Parties, no complaint, claim or notice, or threat of any of the foregoing (including any notification that a license under any Patent or other Intellectual Property is or may be required), whether, directly or indirectly, communicated orally and/or via email, writing or otherwise, has been received by or communicated to Seller alleging any such infringement, violation or

misappropriation or except as set forth on Schedule 2.5(a), concerning the ownership, validity, registerability, enforceability or use of, or right to use, any Business Intellectual Property.

(b) Each current and former employee of Seller or 1091 who works or worked in connection with the Business and each current and former independent contractor of Seller or 1091 who provides or provided services in connection with the Business, in each instance, that was or is involved in the invention, creation, formulation, development, design or modification of any Owned Intellectual Property has executed a valid and binding written agreement expressly assigning to Seller and/or 1091 (and requiring the confidentiality of) all right, title and interest in and to such Owned Intellectual Property and waiving their moral rights in respect of such Owned Intellectual Property in favor of Seller and/or 1091 and their successors and assigns, copies of which were provided to Buyer prior to the date of this Agreement. All invention, creation, formulation, development, design, and modification of the Owned Intellectual Property was undertaken by either current or former employees of Seller or 1091 who work or worked in the Business within the scope of their employment or current or former independent contractors of Seller or 1091 who provide or provided services to the Business within the scope of their engagement.

Section 2.6 Taxes.

(a) Seller has timely filed all Tax Returns which are required to be filed by it, which Tax Returns are true, correct, and complete in all material respects and were prepared in substantial compliance with all applicable Laws. Seller timely paid in full all Taxes (whether or not shown on such Tax Returns) required to be paid by it. Seller has complied in all material respects with all applicable Law relating to the payment and withholding of Taxes and reporting of information (including any Laws relating to amounts paid or owing to any stockholder, member, owner, employee, creditor, independent contractor or other third party), and has, within the time and in the manner prescribed by Laws, withheld and paid over to the proper Taxing Authorities all amounts required to be so withheld and paid over under applicable Laws.

(b) To the Knowledge of Seller: there are no Proceedings now pending nor are there any Proceedings or claims proposed against Seller, nor are there any pending audits, investigations or examinations by any Taxing Authority relating to any Taxes or assessments, or any claims or deficiencies asserted with respect thereto, that could result in a Lien on the Acquired Assets. Except as set forth on Schedule 2.6(b), the Seller has not granted a power of attorney with respect to Taxes to any Person which will remain outstanding after the Closing Date. To the Knowledge of Seller, no claim has ever been made by a Taxing Authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction.

(c) There are no Tax Liens on any of the Acquired Assets.

ARTICLE III

REPRESENTATIONS AND WARRANTIES REGARDING BUYER

Buyer hereby represents and warrants as follows as of the Closing Date:

Section 3.1 Organization; Good Standing. Buyer is a limited liability company duly formed and organized, validly existing and in good standing under the Laws of its jurisdiction of organization.

Section 3.2 Authority. Buyer has all requisite limited liability company power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and the other Transaction Documents to which it is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company action on the part of Buyer, and no other limited liability company proceedings on the part of Buyer or the holder of its equity are required to authorize this Agreement or other Transaction Documents to which Buyer is a party or for Buyer to consummate the transactions contemplated hereby or thereby. This Agreement has been, and, upon execution and delivery thereof by Buyer, each of the other Transaction Documents to which Buyer is a party shall be, duly and validly executed and delivered by Buyer and, assuming the due and valid authorization, execution and delivery by the other parties thereto, constitutes, a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability from time to time in effect relating to the rights and remedies of creditors and general principles of equity.

Section 3.3 Non-Contravention. The execution and delivery by Buyer of this Agreement and the other Transaction Documents to which it is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby do not and shall not: (a) conflict with or violate any provision of the organizational documents of Buyer; (b) require any notice or filing with, or any Permit, or other authorization of, or any exemption by, any Government Authority; (c) conflict with, result in a violation or breach of, constitute a default under, result in the acceleration of, give rise to any right to accelerate, terminate, modify or cancel, or require any notice, consent, authorization, approval or waiver under, any Permit or Contract to which Buyer is a party or by which Buyer is bound or to which any of the assets or properties of Buyer is subject; (d) violate or breach the terms of or cause any default under any Law applicable to Buyer or any of its properties, assets or securities; or (e) with the passage of time, the giving of notice or the taking of any action by another Person, have any of the effects described in clauses (a) through (d) of this Section 3.3.

ARTICLE IV

COVENANTS

Section 4.1 Public Announcements. The initial press release issued by Buyer or any of its Representatives or Affiliates announcing the transactions contemplated by this Agreement must be approved by Seller in advance and in writing. During the twelve (12) month period commencing on the Closing Date, except (i) as required by applicable Law, (ii) for disclosure to any Person bound by confidentiality restrictions or (iii) for disclosure in any regulatory filings or financial statements of Buyer or any of its Affiliates, any disclosure by Buyer or any of its

Representatives or Affiliates of the Purchase Price or other financial terms of this Agreement must be approved by Seller in advance and in writing. Except as required by Law, no Seller Party or any of their respective shareholders will issue, or permit any of its Representatives or Affiliates to issue, any press release or otherwise make, or permit any of their respective Representatives or Affiliates to make, any public statements, with respect to this Agreement and the transactions contemplated hereby without the prior written consent of Buyer except that after Buyer has issued a press release or otherwise publicly announced the transactions contemplated hereby, the Seller Parties and their Affiliates may make public statements that are consistent with Buyer's press release or other public statements without Buyer's prior written consent

Section 4.2 Restrictive Covenants.

(a) During the Term, each Seller Party will not, and each Seller Party will cause each of Daniel Stein and JDS Sports, LLC not to, directly or indirectly solicit for employment, recruit, engage or hire, either as an employee or a consultant, any Transferred Employee; provided that the foregoing restriction will not apply to a Transferred Employee who has been terminated by Buyer without cause or who has not been employed by Buyer during the preceding ninety (90) days.

(b) From and after the consummation of the Closing, each Seller Party shall, and shall cause its Affiliates and Representatives to, maintain the confidentiality of, and shall not use for the benefit of, and shall cause its Affiliates and Representatives not to use for the benefit of, themselves or others, any information concerning the Business, the Acquired Assets, the Assumed Liabilities, or this Agreement and the transactions contemplated hereby (the "**Confidential Information**"); provided, however, that "Confidential Information" shall be deemed not to include information that (i) is or becomes generally available to the public other than as a result of a disclosure, in violation of this Agreement, by such Seller Party or any of its Affiliates or Representatives or (ii) is or becomes available to such Seller Party on a non-confidential basis from a source that is entitled to disclose it. In the event that a Seller Party or any of its Affiliates or Representatives is required by interrogatories, requests for information or documents, subpoenas, civil investigative demand or similar process to disclose any Confidential Information, such Seller Party shall provide Buyer with prompt prior written notice of such request or requirement so that Buyer may seek an appropriate protective order (and if Buyer seeks such an order, such Seller Party will provide such cooperation as Buyer shall reasonably request, at Buyer's sole cost and expense). If, in the absence of a protective order, such Seller Party or any of its Representatives or Affiliates is nonetheless, required to disclose Confidential Information, such Seller Party, Affiliate or Representative, as the case may be, may disclose only that portion of the Confidential Information that is legally required to be disclosed, and such Seller Party shall exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(c) Each Seller Party acknowledges and agrees that the restrictions contained in Section 4.2(a) and (b) are a reasonable and necessary protection of the immediate interests of Buyer, and any violation of these restrictions would cause substantial injury to Buyer and that Buyer would not have entered into this Agreement without receiving the protective covenants contained in Section 4.2(a) and (b). In the event of a breach or a threatened breach by any Seller Party or any of such Seller Party's Affiliates or Representatives of these restrictions, Buyer will be entitled to

seek an injunction restraining any such Seller Party, Affiliate or Representative, as applicable, from such breach or threatened breach (without the necessity of proving the inadequacy as a remedy of money damages or the posting of a bond); provided, however, that the right to injunctive relief will not be construed as prohibiting Buyer from pursuing any other available remedies, whether at Law or in equity, for such breach or threatened breach.

Section 4.3 Change of Name; Etc. Each Seller Party acknowledges and agrees that the name “Streamwise” and all other Trademarks constituting Owned Intellectual Property (and any abbreviations, translations, combinations or derivations thereof) (collectively, the “**Acquired Trademarks**”) are included among the Acquired Assets being transferred to Buyer in accordance with the transactions contemplated by this Agreement. From and after the consummation of the Closing, Seller Parties shall have no right to use (and shall not permit any Person to use), and Seller and Owner shall, and Owner will cause Seller and their respective Affiliates to, cease and desist from all further use of, the Acquired Trademarks or any Trademarks similar thereto. On or immediately after the consummation of the Closing, at Buyer’s cost and expense, Seller Parties shall file a change of the corporate name for each Seller Party in their respective jurisdictions of organization and in any jurisdictions where such entities are registered to do business and with all other applicable Government Authorities to eliminate any reference to the Acquired Trademarks, which name shall not include, in whole or in part, any of the Acquired Trademarks or any Trademarks similar thereto. All links, references and interconnectivity between any websites, domains, URLs, social media accounts or other IP-connection platforms or channels (collectively, the “**IP-connected Platforms**”) included among the Acquired Assets being transferred to Buyer in accordance with the transactions contemplated by this Agreement and any other IP-connected Platforms of Seller or any of their Affiliates shall be removed as soon as practicable after the Closing, and after the Closing, Seller Parties shall reasonably cooperate with Buyer in taking all actions necessary to complete all of the foregoing actions; provided that Seller Parties shall not be required to incur more than de minimus expenses in connection with such cooperation.

Section 4.4 Post-Closing Acquired Assets and Excluded Assets. In the event that at any time or from time to time after the Closing Date, any Seller Party receives or otherwise possesses any Acquired Asset or other property or asset that should belong to Buyer pursuant to this Agreement, such Seller Party shall promptly transfer, or cause to be transferred, such Acquired Asset to Buyer, for no additional consideration, provided that Buyer shall reimburse Seller Parties for any reasonable out-of-pocket costs and expenses associated with such cooperation and transfers. In the event that at any time or from time to time after the Closing Date, Buyer or any of its Affiliates receives or otherwise possesses any Excluded Asset, Buyer shall promptly transfer, or cause to be transferred, such Excluded Asset to Seller, for no additional consideration, provided that Seller shall reimburse Buyer for any reasonable out-of-pocket costs and expenses associated with such cooperation and transfers.

Section 4.5 Accounts Receivable. No Seller Party shall commence litigation or any other legal action with respect to any Accounts Receivable that constitute Excluded Assets without providing Buyer with at least five Business Days’ prior written notice.

Section 4.6 Distribution of Transaction Proceeds. During the (3) month period commencing on the Closing Date, no Seller Party shall, without the prior written consent of Buyer (which

consent may be withheld, conditioned or delayed in its sole discretion), (i) liquidate, windown or dissolve any Seller Party, (ii) redeem any equity interests of any Seller Party, or (iii) distribute or dividend any portion of the Closing Payment to any of their respective equityholders or any Affiliate thereof.

Section 4.7 Seller Bank Account. Promptly following the payment of the amounts set forth on Part I of Schedule 1.1(b), Buyer shall change the associated bank account with respect to the Business's Melio and Mesh accounts to an account of Buyer or one of its Affiliates. Following the Closing and other than payment of the amounts set forth on Part I of Schedule 1.1(b), Buyer shall not use the bank account of the Seller to pay any other expenses of the Business (or for any other purpose).

ARTICLE V

TAX MATTERS

Section 5.1 Retention of Tax Returns. Seller Parties and Buyer agree to provide each other with such information and assistance as is reasonably necessary, including access to records, Tax Returns, Tax work papers, and personnel, for the preparation of any Tax Returns or for the defense of any Tax claim or assessment, whether in connection with a Tax administrative or judicial proceeding or otherwise, in each case Related to the Business, the Acquired Assets or the Assumed Liabilities; provided that, Buyer shall reimburse Seller Parties for any reasonable out-of-pocket costs and expenses associated with such cooperation relating to tax periods beginning on or after the Closing Date. Seller Parties and Buyer shall retain all Tax Returns, schedules and work papers, records and other documents in their possession (or in the possession of their Affiliates) relating to Tax matters relevant to the Business, the Acquired Assets or the Assumed Liabilities for each taxable period first ending after the consummation of the Closing and for all prior taxable periods until the later of (a) the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of such extensions for the respective Tax periods and (b) six years following the due date (without extension) for such Tax Returns.

Section 5.2 Transfer Taxes. Each of Buyer, on one hand, and Seller Parties, on the other hand, shall be responsible for, and pay when due fifty percent (50%) of any sales, use, transfer, documentary, stamp, conveyance, recordation and filing fees, Taxes and assessments, including fees in connection with the recordation of instruments related thereto ("Transfer Taxes"), applicable to, imposed upon or arising out of the sale, assignment, conveyance and transfer to Buyer of the Business and the Acquired Assets contemplated by this Agreement, and Seller shall prepare and file any Tax Returns with respect to Transfer Taxes. Promptly following the filing of any Tax Return with respect to Transfer Taxes, Seller shall provide Buyer with a copy of such Tax Return and a receipt showing payment of any Transfer Taxes reflected thereon, and Buyer shall reimburse Seller Parties for 50% of the amount of any such Transfer Taxes. Buyer, Seller Parties and their Affiliates shall reasonably cooperate in the preparation of any Tax Returns with respect to Transfer Taxes and to avail themselves of any available exemption from, or reduction of, such Transfer Taxes.

Section 5.3 Purchase Price Allocation. The purchase price (and any amounts treated as consideration for U.S. federal income tax purposes, including the assumption by Buyer of the Scheduled Liabilities and the Assumed Liabilities) shall be allocated among the Acquired Assets (the “**Allocation**”) in accordance with the principles of Section 1060 of the Code and Treasury Regulations Section 1.338-6 (and similar provisions of other applicable Tax Law). Within the earlier of (i) 120 days following the Closing Date and (ii) the due date of Seller’s partnership federal income tax return for 2022 calendar year, Buyer shall deliver to Seller a draft schedule setting forth the Allocation for review by Seller and its tax representatives. If Seller does not provide any comments within the fifteen (15) day period, the draft Allocation delivered by Buyer will be conclusive and final for all purposes of this Agreement. If Seller provides comments within the fifteen (15) day period, (i) Buyer shall consider in good faith Seller’s comments, (ii) reasonably promptly after Buyer’s receipt of Seller’s comments, Buyer shall deliver the final Allocation to Seller and (iii) such final Allocation will be conclusive and final for all purposes of this Agreement. Each party hereto agrees to file each of its Tax Returns consistently with such final Allocation.

ARTICLE VI

EMPLOYEE MATTERS

Section 6.1 Transferred Employees. At or prior to the Closing, Buyer (or an Affiliate thereof) shall have offered employment, effective as of the date of this Agreement, to the employees of Seller as designated by Buyer and listed on Schedule 6.1 (the “**Designated Employees**”), with such offers of employment contingent upon the occurrence of the Closing and made on such terms and conditions of employment as are determined in the sole discretion of Buyer. All such Designated Employees who accept such offers of employment from Buyer (or an Affiliate thereof) shall cease to be employees of Seller, and shall become employees of Buyer (or its Affiliates), effective as of the date of this Agreement, and are referred to herein as the “**Transferred Employees**”. Seller shall at its cost cause the employment of the Transferred Employees with Seller to be terminated, effective as of immediately prior to the date of this Agreement, and Seller shall bear any and all Liabilities resulting from such terminations of employment. Nothing herein shall, or shall be construed to, limit Buyer’s (or its applicable Affiliates’) right to terminate the employment of any employee or otherwise change the terms and conditions of employment of any Transferred Employee in accordance with applicable Law. As between Buyer and Seller, the sponsorship, Liabilities and/or other obligations relating to each Benefit Plan shall be retained by Seller (or its Affiliates) and shall not be assumed by Buyer, and Buyer shall not be responsible for any benefits under, or other Liabilities relating to the Benefit Plans. Seller shall be solely responsible for complying with COBRA, with respect to any current or former employees of Seller and their eligible dependents who are currently eligible for COBRA under the applicable Benefit Plans or who become “M&A qualified beneficiaries” within the meaning of Treasury Regulation 54.4980B-9 in connection with the Closing of the transactions contemplated by this Agreement. Nothing in this Article VI, express or implied (i) is intended or shall be intended to entitle any Person other than the parties to this Agreement and their respective transferees and permitted assigns to any claim, cause of action, remedy or right of any kind or (ii) is intended to confer upon any individual (including, but not limited to, employees, former employees, dependents or beneficiaries) any right as a third-party beneficiary to this Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 7.1, provided that receipt of copies of such counterparts is confirmed.

Section 7.2 Governing Law; Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(a) This Agreement and (except to the extent, if any, expressly set forth therein) the other Transaction Documents shall be governed by and construed in accordance with the internal Laws, and not the Laws of conflicts, of the State of Delaware that apply to contracts made and performed entirely within such state.

(b) Each party to this Agreement hereby irrevocably and unconditionally:

(i) (A) agrees that any Proceeding instituted against such party by any other party with respect to this Agreement or (except to the extent expressly set forth therein) any other Transaction Document may be instituted and that any Proceeding by it against the other parties with respect to this Agreement or (except to the extent expressly set forth therein) any Transaction Document shall be instituted only in the Delaware Court of Chancery or the United States District Court for the District of Delaware (and appellate courts from any of the foregoing) as the party instituting such Proceeding may elect, (B) consents and submits, for such party and such party's property, to the jurisdiction of such courts for the purpose of any such Proceeding instituted against such party or such party's property by another party and (C) agrees that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law;

(ii) agrees that mailing of process or other papers in connection with any such Proceeding in the manner provided in Section 7.5 or any other manner as may be permitted by applicable Law shall be valid and sufficient service thereof; and

(iii) (A) waives any objection which such party may now or hereafter have to the laying of venue of any Proceeding arising out of or relating to this Agreement or (except to the extent expressly set forth therein) any Transaction Document brought in any court specified in Section 7.2(b)(i)(A), (B) waives any claim that any such Proceeding brought in any such court has been brought in an inconvenient forum and (C) agrees not to plead or claim either of the foregoing.

(c) EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE AND AGREES THAT ANY COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE DECIDED BY A JUDGE SITTING WITHOUT A JURY.

Section 7.3 Entire Agreement; No Third Party Beneficiary. This Agreement and the other Transaction Documents contain the entire agreement by and among the parties hereto with respect to the subject matter hereof and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged in and are superseded and canceled by, this Agreement and the other Transaction Documents, including, without limitation, the Letter of Intent, dated October 11, 2022, by and among, Amagi Corporation, Seller Parties, Mr. Daniel Stein and JDS Sports, LLC, as amended by that amendment, dated as of October 29, 2022. This Agreement is not intended to confer upon any Person not a party hereto (or their successors and permitted assigns) any rights or remedies hereunder.

Section 7.4 Expenses. Subject to Buyer's obligation to pay the Scheduled Liabilities, all fees, costs and expenses incurred by Seller Parties in connection with this Agreement and the transactions contemplated hereby, including accounting and legal fees and disbursements, shall be paid by Seller Parties (it is understood and agreed that, without limitation of the foregoing, any retention, severance or change of control payments owed to any employee or any other Person who has performed services for or on behalf of Seller or the Business, whether as an employee, consultant, independent contractor or otherwise as a result of the transactions contemplated hereby shall be paid by Seller Parties and shall constitute Excluded Liabilities).

Section 7.5 Notices. All notices and other communications hereunder will be in writing and given by certified or registered mail, return receipt requested, nationally recognized overnight delivery service, such as Federal Express, email or personal delivery against receipt to the party to whom it is given, in each case, at such party's address or email address set forth below or such other address or email address as such party may hereafter specify by notice to the other parties hereto given in accordance herewith. Any such notice or other communication shall be deemed to have been given as of the date so personally delivered or transmitted by email (or, if so delivered or transmitted after normal business hours, on the next Business Day), on the next Business Day when sent by overnight delivery services or five days after the date so mailed if by certified or registered mail.

If to Buyer, to:

c/o Amagi Corporation
11 Park Place
New York, NY 10007
Email: legal@amagi.com
Attention: Prabhu Mamidi

with a copy to:

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004
Email: ken.lefkowitz@hugheshubbard.com; scott.naturman@hugheshubbard.com
Attention: Ken Lefkowitz; Scott Naturman

If to any Seller Party, to it at:
1091 Boston Post Rd.
Rye, NY 10580
Email: danielcstein13@gmail.com
Attention: Daniel C. Stein

with a copy to:
Chatillon Weiss PLLC
118 N. Bedford Rd., Suite 100
Mt. Kisco, NY 10549
Email: lisa@chatillonlaw.com
Attention: Lisa Weiss

Section 7.6 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no party hereto may assign its rights or delegate its obligations, in whole or in part, under this Agreement without the prior written consent of the other parties hereto, except that Buyer may assign or delegate any or all of its rights and obligations under this Agreement (in whole or in part) to any of its Affiliates, to any Person who is acquiring Buyer (whether by purchase of equity interests, merger or otherwise) or all or substantially all of its assets or to any Person as collateral security in a financing transaction. Any purported assignment or delegation in violation of this Agreement shall be null and void ab initio.

Section 7.7 Headings. The Section, Article and other headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

Section 7.8 Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by Buyer, Seller, and Owner. Any party hereto may, only by an instrument in writing, waive compliance by any other party or parties hereto with any term or provision hereof on the part of such other party or parties hereto to be performed or complied with. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor will any single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The waiver by any party hereto of a breach of any term or provision hereof shall not be construed as a waiver of any subsequent breach. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.

Section 7.9 Interpretation; Absence of Presumption.

(a) For the purposes hereof: (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (ii) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits) and not to any particular provision of this Agreement, and Article,

Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits, and Schedules to this Agreement unless otherwise specified; (iii) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified; and (iv) the word “or” shall not be exclusive (i.e., one or more of the items listed could be true and the statement is true);

(b) With regard to each and every term and condition of this Agreement and any and all agreements and instruments subject to the terms hereof, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration will be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

Section 7.10 Severability. Any provision hereof that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties hereto will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

Section 7.11 Business Days. If any date provided for in this Agreement shall fall on a day that is not a Business Day, the date provided for shall be deemed to refer to the next Business Day.

Section 7.12 Further Assurances. From time to time after the consummation of the Closing, upon the reasonable request of Buyer, Seller Parties shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment and transfer and take such further action as Buyer may reasonably request in order more effectively to sell, assign, convey, transfer, reduce to possession and record title to the Acquired Assets or the Assumed Liabilities, as the case may be, in accordance with this Agreement. Seller Parties agree to cooperate with Buyer in all reasonable respects to assure to Buyer the continued title to and possession of the Acquired Assets in the condition and manner contemplated by this Agreement.

Section 7.13 Schedules. The exceptions to the representations and warranties of Seller Parties are set forth on the schedules to this Agreement (collectively, the “Schedules”). Each Section number reference in any Schedule corresponds to a Section of this Agreement to which the disclosure or disclosures contained in such Section relates. The information contained in a Schedule shall be deemed to be incorporated by reference in other applicable Schedules only if the applicability of such information to such other Schedules is reasonably apparent on its face. Nothing contained in the Schedules is intended to broaden the scope of any representation or warranty contained in this Agreement.

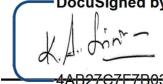
Section 7.14 Bulk Transfer. The parties hereto hereby waive compliance with the provisions of any applicable bulk sales Law of any jurisdiction in connection with the transactions contemplated hereby and no representation, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such non-compliance.

Section 7.15 Survival. All representations, warranties, covenants and agreements contained in this Agreement shall survive (and not be affected in any respect by) the Closing, any investigation conducted by or on behalf of any party hereto and any information which any party may receive or have; provided that, no claim for breach of any of the representations and warranties contained in this Agreement may be made after the third anniversary of the Closing Date and no claim for breach of any of the representations and warranties contained in Sections 2.4(d) - (g) or 2.5 of this Agreement may be made after the first anniversary of the Closing Date.

[The next page is the signature page]

The parties have executed and delivered this Asset Purchase Agreement as of the date first written above.

BUYER:
AMAGI MEDIA LLC

By: 
Name: KA Srinivasan
Title: Manager

SELLER:
STREAMWISE LLC

By: _____
Name:
Title:

OWNER:
STREAMWISE HOLDINGS LLC

By: _____
Name:
Title:

The parties have executed and delivered this Asset Purchase Agreement as of the date first written above.

BUYER:
AMAGI MEDIA LLC

By: _____
Name: KA Srinivasan
Title: Manager

SELLER:
STREAMWISE LLC

By: 
Name: Daniel C. Stein
Title: Manager of
sole member

OWNER:
STREAMWISE HOLDINGS LLC

By: 
Name: Daniel C. Stein
Title: Manager

Exhibit A

1. **DEFINITIONS** The following capitalized terms have the meanings indicated:

“1091 IP Assignment Agreement” means the Intellectual Property Assignment Agreement between 1019 Media LLC and Seller.

“Accounts Receivable” means all billed accounts receivable and all notes receivable of Seller, in each case Related to the Business.

“Acquired Assets” means all of the assets, properties, privileges, claims and rights of Seller that are owned, used or held for use in connection with the Business (other than the Excluded Assets), whether such assets, properties, privileges, claims or rights are real, personal or mixed, tangible or intangible, wherever located, whether or not any of such assets, properties, privileges, claims or rights have any value for accounting purposes or are carried or reflected on or specifically referred to in Seller’s books or financial statements, including all of the following (except for the Excluded Assets):

- (a) the Business as a going concern and the goodwill of Seller relating to the Business;
- (b) subject to clause (f) of the definition of “Excluded Liabilities”, all Accounts Receivable;
- (c) all credits, prepaid expenses, deferred charges, advance payments, security deposits, customer advances and related obligations and deposits Related to the Business and owned, used or held for use by Seller;
- (d) all Owned Intellectual Property;
- (e) all of Seller’s rights with respect to the Licensed Intellectual Property;
- (f) all of the websites and all of Seller’s related property, technologies, and other related assets of Seller;
- (g) subject to Section 1.5 of the Agreement, all Assumed Contracts;
- (h) all of Seller’s books, records, ledgers, files, documents (including originally executed copies of Assumed Contracts, customer and supplier lists (past, present or future), correspondence, memoranda, forms, lists, drawings and specifications, copies of documents evidencing Intellectual Property included in the Acquired Assets, new product development materials, creative materials, advertising and promotional materials, studies, reports, sales and purchase correspondence, books of account and records relating to the employees, photographs, quality control records and procedures, equipment maintenance records, manuals and warranty information, research and development files, in each case Related to the Business and whether in hard copy or magnetic format;

- (i) all rights or choses in action of Seller Related to the Business arising out of occurrences before or after the Closing Date, including third party warranties and guarantees and all related claims, credits, rights of recovery and set-off and other similar contractual rights, as to third parties held by or in favor of Seller except to the extent relating to Excluded Assets or Excluded Liabilities;
- (j) all rights to insurance and condemnation proceeds relating to the damage, destruction, taking or other impairment of the Acquired Assets or the Business except to the extent relating to Excluded Assets or Excluded Liabilities;
- (k) all promotion materials (including advertisement circulars and other materials) and all inventory of other assets (in each case whether held by Seller or stored with a vendor, supplier, or other Third Party), together with all Seller's rights in and to the foregoing; and
- (l) all of Seller's customer lists, mailing lists and customer prospect lists and customer files and information Related to the Business.

“Affiliate” means, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such first Person.

“Assumed Contracts” means the Contracts listed on Schedule A-1.

“Assumed Liabilities” means (i) the liabilities, obligations, and other commitments of any kind or nature (whether direct or indirect, unaccrued or fixed, absolute or contingent, matured or unmatured, known or unknown and whether or not determined or determinable) of Seller under the Assumed Contracts to the extent arising from, and accruing with respect to the period after the consummation of the Closing (other than Liabilities thereunder arising as a result of the breach thereof, or that with the lapse of time or the giving of notice, or both, would become a breach or default thereof, at or prior to the consummation of the Closing) and (ii) without limiting the Assumed Liabilities under clause (i), the obligation to pay the amounts that will be owed to the Persons set forth on Schedule A-5 in respect of work performed for the Business in respect of the month of November, 2022.

“Benefit Plan” means, without duplication: (a) any “employee benefit plan” within the meaning of Section 3(3) of ERISA; (b) any other employee benefit plan, arrangement or policy, including but not limited to any equity or equity-based deferred compensation, profit sharing, incentive compensation, bonus, change of control, health, life insurance, cafeteria, flexible spending, dependent care, fringe benefit, vacation pay, holiday pay, disability, sick pay, workers’ compensation, unemployment, severance pay, employee loan, or educational assistance plan, policy or arrangement; and (c) any written or oral offer letter, employment, indemnification, consulting, change-in-control, retention or severance agreement, which in the case of each of clauses (a), (b) or (c), is sponsored or maintained by any Seller Party or any of their respective Affiliates (or to which any of them is a party or is bound or otherwise subject), or to which any Seller Party or any of their respective Affiliates contributes or is required to contribute, on behalf of current or former employees, directors, consultants or independent contractors of any Seller Party or any of their respective Affiliates or any of their beneficiaries or dependents.

“Bill of Sale” means the Bill of Sale, Assignment and Assumption Agreement between Buyer and Seller in the form attached to the Agreement as Exhibit B-1.

“Business” means the business of an analytics SaaS platform that enables content distributors to automate collection of data such as revenue, royalty, transactions, streaming minutes/views, and ad impressions, from various platforms.

“Business Day” means a day other than Saturday, Sunday, or any other day which commercial banks in New York, New York are authorized or required by law to close.

“Business Intellectual Property” means, collectively, the Owned Intellectual Property and Licensed Intellectual Property.

“Closing Payment” means the amount by which \$270,000 exceeds the sum of (i) \$150,000 and (ii) the amount (if any) by which the Scheduled Liabilities on Part I of Schedule 1.1(b) exceed \$75,000.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended or any similar state Law.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor thereto.

“Contract” means any oral or written agreement, arrangement, instrument, contract, undertaking, mortgage, indenture, lease, license, or other understanding.

“Copyrights” means all copyrights, author’s rights, moral rights and copyrightable subject matter and all other works of authorship, whether or not published and whether or not registered, and all applications and registrations therefor.

“Debt” means, with respect to any Person, without duplication: (a) all indebtedness of such Person, whether or not contingent, for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services, including any earn-out (whether or not contingent), other than trade payables incurred in the ordinary course of business; (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments; (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (e) all obligations of such Person as lessee under leases that have been or should be, in accordance with United States generally accepted accounting principles, recorded as capital leases; (f) all obligations of such Person under acceptance, letter of credit or similar facilities to the extent drawn or under surety or performance bonds; (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any capital stock of such Person or any warrants, rights or options to acquire such capital stock, valued, in the case of redeemable preferred stock, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; (h) all loans to such Person by any of its suppliers and any penalties payable by such Person to any such supplier, including, without limitation, all unearned rebates and similar amounts due to suppliers and vendors; (i) the net termination obligations of

such Person under all interest rate and other hedging agreements; (j) all indebtedness related to any customer overpayments, prepayments and outstanding credits; (k) all indebtedness of others referred to in clauses (a) through (j) above guaranteed directly or indirectly in any manner by such Person; (l) all accrued and/or unpaid bonuses or similar payments, in each case payable to current or former employees, directors or consultants of such Person and the employer portion of all Taxes related thereto; (m) all sales Taxes collected by such Person that have not yet been remitted to the appropriate Taxing Authority; (n) all deposits received from customers that have not been applied; (o) costs to service future warranty claims with respect to sales occurring prior to the consummation of the Closing; (p) unreconciled amounts outstanding in Seller's accounts payable clearing accounts; (q) obligations under equipment or vehicle leases or financings; (r) employee advances(s) all amounts subject to payment by such Person to a Government Authority under unclaimed property or similar Laws. Without limitation of the foregoing, Debt shall include all fees, costs and other expenses incurred in connection with the repayment at or prior to the consummation of the Closing of any obligations described in clauses (a) through (k) above.

“Domain Name Assignment Agreement” means the Domain Name Assignment Agreement between Buyer and Seller in the form attached to the Agreement as Exhibit B-2.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Assets” means:

- (a) all Excluded Contracts;
- (b) all tangible assets and properties Related to the Business that are owned, used, or held for use by Seller, including machinery and equipment (including machinery and equipment at customer locations), tools, furniture, office equipment, servers and other computer hardware, furnishings and fixtures and machinery and equipment under order or construction;
- (c) all rights of Seller Parties and their Affiliates under the Agreement and other Transaction Documents and any claims in respect thereof;
- (d) the corporate seals and all of the minute books and stock transfer books or membership interest transfer books of Seller;
- (e) all cash and cash equivalents;
- (f) a pro-rated portion of the \$50,000 Chicken Soup For the Soul Account Receivable (the **“Chicken Soup Receivable”**), based on the number of days elapsed from and including October 1, 2022 through and including the Closing Date, divided by ninety-two (92);
- (g) all prepaid expenses and deferred tax assets, owned, used, or held for use by Seller;
- (h) all Tax refunds and related rights and claims of Seller or Owner relating to any taxable period (or portion thereof) ending on or prior to the Closing Date;

- (i) all Benefit Plans and assets (including any related insurance proceeds) of, and any rights of Seller in, any Benefit Plan and any contracts that constitute (or provide for services under) Benefit Plans;
- (j) the Seller Parties' credit for research expenditures of a qualified small business pursuant to Sections 41(h) and 3111(f) of the Code;
- (k) all insurance policies of Seller; and
- (l) the assets listed on Schedule A-2.

“Excluded Contracts” means the Contracts listed on Schedule A-3.

“Excluded Liabilities” means all Liabilities of Seller based upon, arising out of or with respect to the Acquired Assets or the Business or the ownership, jurisdiction or use thereof by any Person at any time prior to or as a result of the consummation of the Closing (or which are not Assumed Liabilities but may nonetheless be asserted against or imposed upon Buyer as a successor or transferee of Seller or Owner or as an acquirer of the Acquired Assets or the Business or otherwise as a matter of Law), other than the Assumed Liabilities. Without limitation of the foregoing but without duplication, all of the following will be considered Excluded Liabilities for purposes of the Agreement:

- (a) any Liability of Seller based upon, arising under or with respect to (i) any Assumed Contract that: (A) subject to Section 1.5, was not capable of being assigned to Buyer as of the Closing until such time as such Assumed Contract has effectively been assigned to Buyer; or (B) is required by the terms thereof to be discharged prior to or as a result of the consummation of the Closing; (ii) a breach or default by Seller prior to or as a result of the consummation of the Closing, including any event occurring at or prior to or solely as a result of the consummation of the Closing (but for the avoidance of doubt, not Buyer or its Affiliates' acts or omissions after the consummation of Closing), that with the lapse of time or the giving of notice, or both, would become a breach or default under any Assumed Contract; or (iii) any Contract of a Seller Party that is not an Assumed Contract;
- (b) any Liability of Seller based upon, arising out of or with respect to warranty claims or refunds to customers with respect to sales occurring prior to the consummation of the Closing;
- (c) Liability of a Seller Party or any of its Affiliates based upon, arising out of or with respect to Taxes;
- (d) any Liabilities for Taxes imposed on or Related to the Business, the Acquired Assets, or the Assumed Liabilities for, or applicable to, any taxable period (or portion thereof) ending on or before the Closing Date;
- (e) any Liability of a Seller Party based upon, arising out of or with respect to (i) any current or former employee's employment (or the termination of such employment) with, or any current or former independent contractor's engagement (or the termination of such engagement) by, Seller or any of its Affiliates, including, but not limited to, any Liabilities for salaries, wages, bonuses, sick pay, paid time off, severance pay or benefits under any Benefit Plan, workers'

compensation or unemployment insurance premiums, tax withholding, occupational injury, illness or disability, or Liabilities or claims arising under any employment, labor or discrimination Laws, including without limitation the WARN Act, (ii) any Benefit Plan, including, without limitation, Owner's 2020 Equity Incentive Plan and any awards granted thereunder, (iii) the Options or (iv) any other Liability for which Seller will be responsible pursuant to Article VI;

- (f) any Liability of a Seller Party based upon, arising out of or with respect to any retention, severance or change of control payments owed to any employee or any other Person who has performed services for or on behalf of Seller Parties or the Business (in the case of the Business, prior to or as a result of the consummation of the Closing), whether as an employee, consultant, independent contractor;
- (g) any Liability of Seller based upon, arising out of or with respect to any fine, penalty or other cost assessed by a Government Authority in connection with the violation of any Law, Permit or Order that occurred prior to the consummation of the Closing or that arose out of the ownership, operation or use of the Acquired Assets or the Business prior to the consummation of the Closing;
- (h) without duplication, any Liability of Seller based upon, arising out of or with respect to any Debt or any check or draft, in each case as the same existed at or prior to the consummation of the Closing;
- (i) any Liability of Seller to the extent based upon, arising under or with respect to the operation of the Business, or the operation or use of the Acquired Assets, in each case, prior to the consummation of the Closing (including any such Liability which may be asserted against or imposed upon Buyer as a successor or transferee of Seller as an acquirer of the Acquired Assets or the Business or otherwise as a matter of law); and
- (j) any Liability based upon, arising under or with respect to the Excluded Assets or the ownership, operation, or use of any of the businesses or assets of any Seller Party or any of their respective Affiliates, other than the Business, whether before, at or after the Closing.

“GAAP” means generally accepted accounting principles in the United States as in effect from time to time.

“Government Authority” means any foreign or United States federal or state (or any subdivision thereof), agency, authority, bureau, commission, department or similar body or instrumentality thereof, or any governmental court or tribunal.

“Intellectual Property” means all intellectual property as such may exist or be created in any jurisdiction worldwide, including, without limitation: (a) all Trademarks; (b) all Copyrights; (c) all Patents; (d) all Software; (e) all mask works, mask work registrations and applications for mask work registrations; (f) all designs, design registrations, design registration applications and integrated circuit topographies; (g) all rights in databases and data collections (including design databases, knowledge databases and customer databases); (h) all Proprietary Information; (i) all other Proprietary Information and intellectual property in all forms and media, and all goodwill associated therewith, and whether or not subject to patent, copyright, Trademark, design or other

intellectual property registration or classification, now known or hereafter recognized in any jurisdiction worldwide; (j) all rights pertaining to the foregoing, including those arising under international treaties and convention rights; (k) all rights and powers to assert, defend and recover title to any of the foregoing; (l) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to any of the foregoing; (m) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of all of the foregoing; and (n) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to any of the foregoing.

“IT Systems” means information technology systems and resources, including all Software, hardware, networks, computers, equipment, and related systems.

“Knowledge of Seller Parties” means the actual knowledge, without inquiry, of Daniel Stein, Doug Shineman, Reece Hunt, and Ethan Shvartzman.

“Law” or **“Laws”** means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, injunctions, rulings or awards, policies, or any provisions or interpretations of the foregoing, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used.

“Liabilities” means any and all debts, liabilities (including Tax liabilities), obligations, deferred revenue, advances taken for work to be done in the future, and other commitments of any kind or nature, whether direct or indirect, unaccrued or fixed, absolute or contingent, matured or unmatured, known or unknown and whether or not determined or determinable or due or to become due, including those arising under any Law, Proceeding, Order or Contract.

“Licensed Intellectual Property” means all Intellectual Property licensed or otherwise made available to Seller (in whole or in part) by any Person.

“Lien” means any lien, charge, claim, encumbrance, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security agreement, right of first refusal, option, restriction, tenancy, license, covenant, right-of-way, or easement (excluding, for the avoidance of doubt (a) statutory liens for current Taxes, assessments, fees and other charges by Governmental Authorities that are not due and payable as of the Closing Date, and (b) restrictions set forth in the express terms of the Assumed Contracts).

“Material Adverse Effect” means any circumstance, state of facts or matters, change, event, occurrence, action or omission that could have or result in a material adverse effect on (a) the business, assets, liabilities, results of operation, or financial condition of the Business, or (b) the ability of any Seller Party to perform their respective obligations under the Agreement or any other Transaction Document to which such Seller Party is or will be a party or to consummate the transactions contemplated thereby.

“Order” means any order, award, injunction, judgment, decree, ruling or verdict, writ, stipulation, determination, settlement, or other decision issued, promulgated, or entered by or with any Government Authority.

“Owned Intellectual Property” means (other than Excluded Assets) all Intellectual Property owned or purported to be owned, in whole or in part, by Seller, including, without limitation, the Intellectual Property set forth on Schedule A-4.

“Patents” means all patents, applications for patents and statutory invention registrations, including reissues, divisions, provisionals, non-provisionals, continuations, renewals, re-examinations, extensions, and continuations-in-part of the foregoing.

“Permit” means any franchise, approval, permit, consent, qualification, certification, authorization, license, order, registration, certificate, variance, or other similar permit, right or authorization from any Government Authority and all pending applications therefor.

“Person” means any individual, corporation, partnership, joint venture, trust, unincorporated organization, limited liability company, other form of business or legal entity or Government Authority.

“Proceeding” means any actual or threatened claim, action (at law or in equity), audit, suit, arbitration, review, inquiry, proceeding or investigation.

“Proprietary Information” means all trade secrets, confidential, technical and business information (including inventions, whether patentable or unpatentable and whether or not reduced to practice), know-how, testing processes and techniques, research and development information, formulae, recipes, methods, formulations, drawings, specifications, designs, algorithms, plans, proposals, technical data, test information, financial information, improvements, modifications, discoveries, ideas, developments, data, processes, techniques, specifications, designs, algorithms, manuals, instructions, blueprints, plans, descriptions, financial, marketing and business data, sales, pricing and cost information, vendor, customer, distributor, end user and supplier lists, data and information, prospect lists, research records, test information, business and marketing plans, market surveys and studies, projections, analyses and copies and tangible embodiments of all of the foregoing, in whatever form or medium.

“Related to the Business” means in connection with, or otherwise related to the conduct of, the Business or the ownership, operation or use of the Acquired Assets as conducted, owned, operated, or used on and prior to the Closing Date.

“Release” means the Release in the form attached to the Agreement as Exhibit C.

“Representative” means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors. Without limitation of the foregoing, the Representatives of Buyer shall include investment funds that are Affiliates of Buyer and the limited partners of such investment funds.

“Software” means (a) all software, firmware, middleware, computer programs, applications, interfaces, tools, operating systems, software code of any nature, (including all object code, source code, interpreted code, data files, rules, definitions and methodology derived from the foregoing) and any derivations, updates, enhancements and customization of any of the foregoing, together with all processes, technical data, scripts, algorithms, APIs, subroutines, techniques, operating procedures, screens, user interfaces, report formats, development tools, templates, menus, buttons, icons and user interfaces, (b) all electronic data, databases and data collections, and (c) all documentation, including user manuals, technical manuals, training manuals, programming comments, descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing.

“Tax” or “Taxes” means: (a) all taxes (whether federal, state, provincial, territorial, county, local, municipal or foreign), fees, levies, customs duties, assessments or charges of any kind whatsoever, including income, gross income, net income, gross receipts, profits, windfall profits, sales, use, occupation, value-added, escheat, ad valorem, transfer, license, franchise, withholding, payroll, employment, unemployment, unclaimed property, employer health, excise, estimated, stamp, premium, capital stock, production, net worth, alternative or add-on minimum, environmental, business and occupation, disability, severance, or real or personal property taxes, government pension plan premiums and contributions or workers’ compensation premiums imposed by any Taxing Authority together with any interest, penalties, or additions to tax imposed with respect thereto; and (b) any obligations as a transferee, indemnitor or successor, as a member of a consolidated, combined or unitary group, under any Tax sharing, Tax allocation, or Tax indemnity agreements or arrangements, by Contract or otherwise, with respect to items described in clause (a) above.

“Tax Returns” means all returns, declarations, reports, election estimates, and information statements and returns required or permitted to be filed with a Taxing Authority relating to Taxes, including, but not limited to, original returns and filings, amended returns, claims for refunds, information returns, ruling requests, administrative or judicial filings, accounting method change requests, responses to revenue agents’ reports (federal, state, foreign, municipal or local) and settlement documents, and any schedules or exhibits attached to any of the foregoing and any amendments to any of the foregoing.

“Taxing Authority” means any Government Authority having jurisdiction over the assessment, determination, collection, or other imposition of any Tax.

“Term” means the period beginning on the Closing Date and ending on the first (1st) anniversary of the Closing Date.

“Trademark Assignment Agreement” means the Trademark Assignment Agreement between Buyer and 1091 Media LLC in the form attached to the Agreement as Exhibit B-3.

“Trademarks” means all trademarks, service marks, trade names, business names, corporate names, trade dress, look and feel, product names, logos, brand names, slogans, 800 numbers, Internet domain names, Uniform Resource Locators (URLs), social media usernames, handles, hashtags and account names, characters (including names, likenesses and images), symbols, emblems, insignia and other distinctive identification and indicia of source of origin,

whether or not registered, including all common law rights thereto, and all applications and registrations therefor, and all goodwill associated with any of the foregoing and/or the business connected with the use of and symbolized by the foregoing.

“Transaction Documents” means the Agreement and the other agreements, instruments and documents contemplated thereby, including each exhibit hereto and thereto.

“Transaction Expenses” means (a) the fees and expenses of Seller Parties incurred in connection with the negotiation, documentation and consummation of the transactions contemplated by the Agreement that are unpaid as of Closing, including attorney fees and expenses, broker fees and transaction-related compensation and (b) any and all amounts payable to employees or former employees of Seller, including any change of control bonus, transaction bonus or similar payment (including any employment Taxes paid by Seller in connection therewith, directly or indirectly in connection with the transactions contemplated by the Agreement and the other Transaction Documents.

2. The following terms are defined in the Sections of the Agreement indicated:

<u>Term</u>	<u>Section</u>
Acquired Trademarks	4.3
Agreement	Preamble
Allocation	5.3
Buyer	Preamble
Closing.....	1.3(a)
Closing Date.	1.3(a)
Confidential Information	4.2(b)
Designated Employees	6.1
Funds Flow Agreement	1.3(b)(viii)
IP-connected Platforms	4.3
Material Adverse Effect	1.3(a)
Options	2.1(c)
Owner	Preamble
Scheduled Liabilities	1.1(c)
Schedules	7.13
Seller.....	Preamble
Seller Parties	Preamble
Transfer Taxes	5.2
Transferred Employees.....	6.1

Schedule 1.1(b)

Scheduled Liabilities

See attached.

I.

Vendor	Work Covered	Amount	Billing Method	Billing Date
<u>Invoices in Melio AP System</u>				
Overloop	CI/CD Automation	\$ 4,840.00	Invoice / ACH	9/16/2022
NorthBay Solutions, LLC	Core UX Dev - Sep 2022	\$ 12,000.00	Invoice / ACH	9/30/2022
Amerisource HR Consulting Group	October HR and Payroll Services	\$ 1,500.00	Invoice / ACH	10/1/2022
VueData	Partial payment for Phase I (through 10/31)	\$ 10,000.00	Invoice / ACH	10/2/2022
NorthBay Solutions, LLC	Core UX Dev - Oct 2022	\$ 12,000.00	Invoice / ACH	10/31/2022
Amerisource HR Consulting Group	November HR and Payroll Services	\$ 1,500.00	Invoice / ACH	11/1/2022
Chatillon Weiss PLLC	Closing Legal Costs 1 of 2	\$ 6,565.00	Invoice / ACH	11/1/2022
Krauss Whiting Capital Advisors LLC	11/2 Invoice	\$ 3,323.00	Invoice / ACH	11/2/2022
Virtual AI Limited	Services performed through 10/31	\$ 14,500.00	Invoice / Wire	11/3/2022
Krauss Whiting Capital Advisors LLC	Early Nov services, Inv 25391	\$ 2,246.00	Invoice / ACH	11/4/2022
Krauss Whiting Capital Advisors LLC	Closing tax filing costs	\$ 8,500.00	Invoice / ACH	11/4/2022
Hovey Williams LLP	Trademark advisory services	\$ 1,486.00	Invoice / ACH	11/7/2022
David Hang	Consulting services	\$ 150.00	Invoice / ACH	11/6/2022
Oasis Outsourcing	Final Payroll (Including Severance)	\$ 67,337.10	Invoice / ACH	11/14/2022
Mid Atlantic Trust	Employee Benefits Cost (Final Payroll)	\$ 1,611.66	Invoice / ACH	11/14/2022
Chatillon Weiss PLLC	Closing Legal Costs 2 of 2	\$ 22,999.48	Invoice / ACH	11/9/2022
Total Invoices in Melio AP System (as of 11/9/2022)		\$ 170,558.24		

Expected Upcoming Expenses Before Closing

Microsoft	Microsoft Office 365 Software Subscription	\$ 26.82	Mesh CC	11/9/2022
Zoom	Zoom Software Subscription	\$ 80.00	Mesh CC	11/11/2022
Atlassian	Atlassian Software Subscription	\$ 233.55	Mesh CC	11/11/2022
Calendly	Calendly Software Subscription	\$ 10.84	Mesh CC	11/12/2022
OpenVPN	OpenVPN Software Subscription	\$ 75.00	Mesh CC	11/13/2022
Squarespace	Squarespace Software Subscription	\$ 33.00	Mesh CC	11/13/2022
Zapier	Zapier Software Subscription	\$ 29.99	Mesh CC	11/14/2022
Total Expected Upcoming Invoices Due Before Closing		\$ 489.20		

II.

			<i>Estimated:</i>
<u>Expected Upcoming Expenses Due After Closing (Amagi's Responsibility)</u>			
VueData	Data Cleaning Engine - Phase 1 (2 of 2)	\$ 6,500.00	Invoice / ACH
Loom	Loom Software Subscription	\$ 58.83	Mesh CC
Liquid Planner	Liquid Planner Software Subscription	\$ 90.00	Mesh CC
VueData	Data Cleaning Engine - Phase 2	\$ 11,550.00	Invoice / ACH
MailChimp	MailChimp Software Subscription	\$ 97.54	Mesh CC
Zendesk	Zendesk Software Subscription	\$ 396.00	Mesh CC
Monday.com	Monday.com Software Subscription	\$ 108.37	Mesh CC
Adobe	Adobe Creative Cloud Subscription	\$ 346.76	Mesh CC
Jotform	Jotform Software Subscription	\$ 31.43	Mesh CC
Box.com	Box Software Subscription	\$ 173.40	Mesh CC
David Hang	TBD November Consulting Fees	\$ 3,000.00	Invoice / ACH
NorthBay Solutions, LLC	Core UX Dev - Nov 2022	\$ 12,000.00	Invoice / ACH
Expensify	Expense Software Subscription	\$ 65.03	Mesh CC
Google	Google Voice Monthly Subscription Charge	\$ 97.32	Mesh CC
Google	Workspace Monthly Subscription Charge	\$ 551.24	Mesh CC
Amazon Web Services	AWS Monthly Costs	\$ 5,000.00	Mesh CC
Github	Monthly Software Subscription Charge	\$ 44.00	Mesh CC
Slack	Monthly Software Subscription Charge	\$ 63.94	Mesh CC
VueData	Data Cleaning Engine - Phase 3	\$ 8,250.00	Invoice / ACH
David Hang	TBD December Consulting Fees	\$ 2,000.00	Invoice / ACH
NorthBay Solutions, LLC	Core UX Dev - Dec 2022	\$ 12,000.00	Invoice / ACH
Nick Risher	Commission on Epic Pictures (Referral)	\$ 1,500.00	Invoice / ACH
			1/1/2023

Schedule 1.3(b)(viii)(c)

Parties to Provide Payoff Letters

NorthBay Solutions, LLC

Overloop Ltd.

Vue Data LLC

Virtual AI LTD

These Schedules are being delivered in accordance with, and are incorporated into and made part of, the Asset Purchase Agreement (the “**Agreement**”), dated as of November 14, 2022, among Amagi Media LLC (“**Buyer**”), Streamwise LLC (“**Seller**”) and Streamwise Holdings LLC (“**Owner**”). Capitalized terms used in these Schedules but not otherwise defined herein will have the respective meanings given to such terms in the Agreement.

The information set forth in these Schedules is disclosed solely for the purposes of the Agreement, and no information set forth herein shall be deemed to be an admission to any third party of any matter whatsoever, including of any violation of Law or breach of any Contract. The specification of any dollar amount or the inclusion of any item in these Schedules is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the ordinary course of business. In addition, matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Nothing in these Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement or create any covenant. Such information and the dollar thresholds set forth herein shall not be used as a basis for interpreting the terms “material” or “Material Adverse Effect” or other similar terms in the Agreement.

In disclosing the information in these Schedules, Seller and Owner expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

All information and disclosures set forth herein are made as of the date of the Agreement and their accuracy is confirmed only as of such date and not any time thereafter. Headings have been inserted on and within these Schedules for convenience of reference only and will not change the express description of the corresponding sections of the Agreement. Each Section number reference in any Schedule corresponds to a Section of the Agreement to which the disclosure or disclosures contained in such Section relates. The information contained in a Schedule shall be deemed to be incorporated by reference in other applicable Schedules only if the applicability of such information to such other Schedules is reasonably apparent on its face. Nothing contained in the Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement.

All descriptions of Contracts or other matters appearing herein are summary in nature and are qualified by reference to the complete documents or instruments to which they refer. The information contained herein is strictly confidential and is in all events subject to the confidentiality provisions contained in the Agreement and the Non-Disclosure Agreement between Amagi Media Labs Private Limited and Seller dated October 5, 2022.

Schedule 2.1

Jurisdictions

Seller

New York
California

Owner

New York
California

Schedule 2.3

Non-Contravention

Owner's 2020 Equity Plan requires that Owner give holders of outstanding Options 15 days' prior notice of a Change of Control (as defined in Owner's 2020 Equity Plan), to the extent practicable, of the treatment of their Options in the Change of Control in accordance with Article 6 of Owner's 2020 Equity Plan. Owner provided such notice to all holders of outstanding Options on November 2, 2022 in connection with the transactions contemplated by the Agreement.

Notice to the counterparty is required to assign the following Contracts:

- Master Subscription Agreement dated January 1, 2021, by and between Streamwise LLC and TOFG LLC dba 1091 Pictures.
- Order Form dated August 2, 2022, by and between Streamwise LLC and DHX Media (Toronto) Ltd.
- Order Form dated June 27, 2022, by and between Streamwise LLC and Epic Pictures Releasing LLC
- Order Form dated July 28, 2022, by and between Streamwise LLC and Gravitas Ventures LLC.
- Order Form dated August 2, 2022, by and between Streamwise LLC and Hartbeat, LLC.
- Order Form dated June 29, 2022, by and between Streamwise LLC and Multicom Entertainment Group, Inc.

Consent of the counterparty is required to assign the following Contracts:

- AWS Customer Agreement with Amazon Web Services, Inc.
- Mutual Nondisclosure Agreement, dated June 9, 2022, by and between Cinedigm OTT Holdings, LLC and Streamwise LLC.
- Mutual Confidentiality Agreement, dated July 8, 2022, by and between Deluxe Media Inc. and Streamwise LLC.
- Mutual Non-Disclosure Agreement, dated September 30, 2022, by and between FilmTrack, Inc. and Streamwise LLC.

Notices and/or consents may be required to assign the Subscriptions referenced in Schedule A-1.

Schedule 2.4(a)

Exceptions to Title

Seller's rights under the Assumed Contracts are subject to the express terms of such Assumed Contracts.

Schedule 2.4(f)

Contract Disputes

Payment by Seller with respect to the following Contracts is overdue:

- Master Services Agreement dated July 13, 2022, by and between Streamwise LLC and Overloop Ltd.
- Statement of Work #002, Development & Support Services for Streamwise dated April 1, 2022, by and between Streamwise LLC and NorthBay Solutions, LLC.

The vendor providing services pursuant to the following Contract has failed to complete a project phase by the contractually required date:

- SOW #3 to Master Services Agreement dated September 7, 2022, by and between Streamwise LLC and VueData, LLC.

Payment from TOFG LLC for Q4 2022 under the Master Subscription Agreement dated January 1, 2021, by and between Streamwise LLC and TOFG LLC dba 1091 Pictures is past due.

The subscriptions described in the following Contracts did not commence on the subscription term start dates set forth therein, and Seller has waived subscription fees until the respective subscriptions commence:

- Order Form dated August 2, 2022, by and between Streamwise LLC and DHX Media (Toronto) Ltd.
- Order Form dated June 27, 2022, by and between Streamwise LLC and Epic Pictures Releasing LLC
- Order Form dated July 28, 2022, by and between Streamwise LLC and Gravitas Ventures LLC.
- Order Form dated August 2, 2022, by and between Streamwise LLC and Hartbeat, LLC.
- Order Form dated June 29, 2022, by and between Streamwise LLC and Multicom Entertainment Group, Inc.

Schedule 2.5(a)

Intellectual Property

In correspondence, Apple Inc. previously objected to 1091 Media, LLC's ("1091") use and registration of a prior trademark application for  Serial No 90182641, on grounds that the leading S design element was confusingly similar to the Shazam design mark . 1091 conveyed in correspondence its intent to transition away from any uses of the leading "S" design and withdrew its trademark application in August 2021. Apple accordingly provided a "closure letter" implying that abandonment of the application and nonuse in the future was satisfactory to Apple.

The sole, pending legal challenge concerns Wise Payments Limited's opposition proceeding before the U.S. Trademark Trial and Appeal Board, No. 91276190 regarding the STREAMWISE trademark application (No. 90798723). Wise Payments had opposed an earlier STREAMWISE application, which was withdrawn due to the earlier dispute with Apple and a branding redesign. Upon refiling the application for STREAMWISE in standard characters, Wise Payments opposed the application, asserting its prior trademark rights in marks consisting of or containing "wise." Proceedings recently resumed after successfully overcoming the Motion to Strike, and discovery opened September 30, 2022. The sole remedy in the Opposition is to deny a registration to 1091. At this time, there is no court litigation between the parties, and none has been threatened.

Schedule 2.6(b)

Tax Power of Attorney

Seller has provided powers of attorney to Oasis Outsourcing, Inc. in connection with state payroll tax filings.

Schedule 6.1

Designated Employees

Doug Shineman
Reece Hunt
Ethan Shvartzman
Rebekah Martin

Schedule A-1

Assumed Contracts

- Master Subscription Agreement dated January 1, 2021, by and between Streamwise LLC and TOFG LLC dba 1091 Pictures.
- Order Form dated August 2, 2022, by and between Streamwise LLC and DHX Media (Toronto) Ltd.
- Order Form dated June 27, 2022, by and between Streamwise LLC and Epic Pictures Releasing LLC.
- Order Form dated July 28, 2022, by and between Streamwise LLC and Gravitas Ventures LLC.
- Order Form dated August 2, 2022, by and between Streamwise LLC and Hartbeat, LLC.
- Order Form dated June 29, 2022, by and between Streamwise LLC and Multicom Entertainment Group, Inc.
- AWS Customer Agreement with Amazon Web Services, Inc.
- Master Services Agreement dated January 31, 2022, by and between Streamwise LLC and NorthBay Solutions, LLC.
- Statement of Work #002, Development & Support Services for Streamwise dated April 1, 2022, by and between Streamwise LLC and NorthBay Solutions, LLC.
- Master Services Agreement dated July 13, 2022, by and between Streamwise LLC and Overloop Ltd.
- Purchase Authorization Form dated December 20, 2021, by and between Streamwise LLC and Tableau Software, LLC.
- Service Agreement dated June 30, 2022, by and between Streamwise LLC and Virtual AI Ltd.
- Master Services Agreement dated January 14, 2022, by and between Streamwise LLC and VueData, LLC.
- SOW #3 to Master Services Agreement dated September 7, 2022, by and between Streamwise LLC and VueData, LLC.
- Consulting Agreement dated August 12, 2022 by and between Streamwise LLC and Nick Risher.
- Consulting Agreement dated October 28, 2022 by and between Streamwise LLC and David Hang.
- The Non-Disclosure Agreements with the following counterparties:
 - Mutual Nondisclosure Agreement, dated June 9, 2022, by and between Cinedigm OTT Holdings, LLC and Streamwise LLC.
 - Mutual Confidentiality Agreement, dated July 8, 2022, by and between Deluxe Media Inc. and Streamwise LLC.
 - Mutual Non-Disclosure Agreement, dated September 30, 2022, by and between FilmTrack, Inc. and Streamwise LLC.
 - Mutual Confidential Disclosure Agreement, dated June 23, 2022, by and between Justworks Employment Group LLC and Streamwise LLC.
 - Mutual Non-Disclosure Agreement, dated May 11, 2021, by and between Roanne Adams Design LLC and Streamwise LLC.
 - Mutual Non-Disclosure Agreement, dated May 5, 2022, by and between Shout! Factory, LLC and Streamwise LLC.
 - Mutual Non-Disclosure Agreement, dated May 19, 2022, by and between Entertainment One Ltd. and Streamwise LLC.

- Mutual Non-Disclosure Agreement, dated August 19, 2021, by and between Civic Entertainment Group and Streamwise LLC.
- Non-Disclosure Agreement, dated May 23, 2022, by and between Chris Etheredge and Streamwise LLC.
- Mutual Non-Disclosure Agreement, dated May 12, 2021, by and between Streamwise LLC and Strand Studio.
- Mutual Non-Disclosure Agreement, dated April 30, 2021, by and between Streamwise LLC and Secret Studios.
- Mutual Non-Disclosure Agreement, dated August 13, 2021, by and between Streamwise LLC and Edwin Elia.
- Mutual Non-Disclosure Agreement, dated August 10, 2021, by and between Streamwise LLC and Striped Dog Creative LLC.
- Mutual Non-Disclosure Agreement, dated August 25, 2021, by and between Streamwise LLC and Click Communications LLC.
- Mutual Non-Disclosure Agreement, dated September 23, 2021, by and between Streamwise LLC and David Magdael & Associates.
- Mutual Non-Disclosure Agreement, dated August 17, 2021, by and between Streamwise LLC and DDA Public Relations, Inc.
- Mutual Non-Disclosure Agreement, dated August 16, 2021, by and between Streamwise LLC and Dan Klore Communications, LLC.
- Mutual Non-Disclosure Agreement, dated January 10, 2021, by and between Streamwise LLC and Exile PR.
- Mutual Non-Disclosure Agreement, dated October 4, 2021, by and between Streamwise LLC and Film Independent, Inc.
- Mutual Non-Disclosure Agreement, dated December 8, 2021, by and between Streamwise LLC and Frank PR.
- Mutual Non-Disclosure Agreement, dated September 1, 2021, by and between Streamwise LLC and Inma Carbajal LLC.
- Mutual Non-Disclosure Agreement, dated September 2, 2021, by and between Streamwise LLC and Katrina Wan PR.
- Mutual Non-Disclosure Agreement, dated October 2, 2022, by and between Streamwise LLC and Molten Inc.
- Mutual Non-Disclosure Agreement, dated November 2, 2021, by and between Streamwise LLC and Obscured Pictures.
- Mutual Non-Disclosure Agreement, dated July 25, 2022, by and between Streamwise LLC and OTTera, Inc.
- Mutual Non-Disclosure Agreement, dated October 27, 2021, by and between Streamwise LLC and Prodigy Public Relations LLC.
- Mutual Non-Disclosure Agreement, dated November 11, 2021, by and between Streamwise LLC and Sicily Publicity LLC.
- Mutual Non-Disclosure Agreement, dated September 10, 2021, by and between Streamwise LLC and Sunshine Sachs and Associates.
- Mutual Non-Disclosure Agreement, dated September 30, 2022, by and between Streamwise LLC and Whip Networks, Inc.

- Non-Disclosure Agreement, dated July 14, 2022, by and between Streamwise LLC and VueData LLC.
- Non-Disclosure Agreement, dated March 30, 2022, by and between Streamwise LLC and William Woods.
- The Proprietary Rights Agreements with Covenants with the following counterparties:
 - James Cordova
 - Enrique De La Lastra
 - David Hang
 - Reece Hunt
 - Jeff Huth
 - Jenna Martin
 - Rebekah Martin
 - David Nguyen
 - Greg Scott
 - Grace Shim
 - Doug Shineman
 - Ethan Shvartzman
 - Xianming Zhu
- All subscriptions or accounts with the vendors set forth below (collectively the “**Subscriptions**”):
 - Adobe Creative Suite
 - Airbnb
 - Amazon Web Services
 - Atlassian Jira
 - Atlassian Confluence
 - Box
 - Calend.ly
 - Chart for Figma
 - Codepen
 - Expensify
 - Figma
 - Github
 - GoDaddy
 - Google Workspace
 - Hypermatic
 - Intuit QuickBooks
 - Jamf NOW
 - JotForm
 - LastPass
 - LinkedIn Ads
 - LinkedIn Hiring
 - Liquidplanner
 - Loom
 - MailChimp
 - Melio (can be canceled when AP switches to Amagi’s AP system)

- Mesh (can be canceled when app subscriptions are moved to Amagi credit cards)
- Microsoft Office
- Miro
- Monday.com
- OpenVPN
- Register.ly
- Roadmunk
- ShipBob
- Slack
- Squarespace
- Zapier
- Zendesk
- Zoom

Schedule A-2

Excluded Assets

All real and personal property located at 1091 Boston Post Road, Rye, NY 10580, none of which is owned of record by Seller or Owner.

All of Seller's books, records, ledgers, files, and documents that are not Related to the Business, pertaining exclusively to the Excluded Assets or Excluded Liabilities.

All rights or choses in action of Seller to the extent such rights or choses in action exclusively relate to the Excluded Assets or Excluded Liabilities.

Schedule A-3

Excluded Contracts

- Master Services Agreement dated June 24, 2022, by and between Streamwise LLC and Ben Ruby.
- Master Services Agreement dated May 18, 2022, by and between Streamwise LLC and Daniel Rubenstein.
- Master Services Agreement dated August 23, 2022, by and between Streamwise LLC and Miguel Natividad.
- Media Planning and Placement Agreement dated January 26, 2022, by and between Streamwise LLC and Palisades Mediagroup, Inc.
- SOW to Media Planning and Placement Agreement dated January 26, 2022, by and between Streamwise LLC and Palisades Mediagroup, Inc.
- Creative Agency Master Services Agreement dated December 12, 2021, by and between Streamwise LLC and Prizm Projects LLC.
- Consulting Services Agreement dated April 18, 2022, by and between Streamwise LLC and Amerisource HR Consulting Group, LLC.
- ForUsAll 401(k) Plan.
- Paychex Letter Re: Qualified Small Business Payroll Tax Credit for Increasing Research Activities for 2021 Based on Federal Income Tax Return for 2021 filed with the IRS, dated September 7, 2022, by and between Streamwise LLC and Oasis, a Paychex Company.
- Service Agreement dated March 3, 2019, by and between 1091 Media, LLC and Oasis Outsourcing, Inc., and Addendum effective December 1, 2020.
- Oasis Outsourcing, Inc. Terms of Service.
- Engagement Letter dated February 15, 2022, by and between Streamwise LLC and Potrus Tax CPA.
- Consulting Company Agreement dated July 8, 2022, by and between Streamwise LLC and TenTek, Inc.
- Sourced Talent Matching Agreement dated December 17, 2021, by and between Streamwise LLC and Toptal, LLC.
- All separation and release and similar agreements between Seller and any of its former employees or consultants.
- Letter agreements dated on or about November 7, 2022 between Seller and each Transferred Employee, confirming such employees' release and waiver of severance and certain other claims.
- Non-Disclosure Agreement, dated June 21, 2022, by and between Streamwise LLC and Miguel Natividad.
- Non-Disclosure Agreement, dated February 11, 2022, by and between Streamwise LLC and Potrus.
- Non-Disclosure Agreement, dated May 17, 2022, by and between Streamwise LLC and Daniel Rubenstein.
- Non-Disclosure Agreement, dated June 22, 2022, by and between Streamwise LLC and Ben Ruby.

Schedule A-4

Owned Intellectual Property

Trademark	Docket No.	Country Name	Application No.	Registration No.	Registration Date	Status
DESIGN 	55835-MAP	Int'l Registration - Madrid Protocol Only	A0117389	1656994	15-Dec-2021	Registered
DESIGN 	55835-MAP-CA	Canada	A0117389			Pending
DESIGN 	55835-MAP-DE	Germany	A0117389	1656994	15-Dec-2021	Registered
DESIGN 	55835-MAP-ES	Spain	A0117389			Pending
DESIGN 	55835-MAP-FR	France	A0117389	1656994	15-Dec-2021	Registered
DESIGN 	55835-MAP-IT	Italy	A0117389			Pending

Trademark	Docket No.	Country Name	Application No.	Registration No.	Registration Date	Status
DESIGN 	55835-US	U.S.	90/798721			Allowed
STREAMWISE	55836-MAP	Int'l Registration - Madrid Protocol Only	A0117391	1653371	15-Dec-2021	Registered
STREAMWISE	55836-MAP-CA	Canada	A0117391			Pending
STREAMWISE	55836-MAP-DE	Germany	A0117391	1653371	15-Dec-2021	Registered
STREAMWISE	55836-MAP-ES	Spain	A0117391			Pending
STREAMWISE	55836-MAP-FR	France	A0117391	1653371	15-Dec-2021	Registered
STREAMWISE	55836-MAP-IT	Italy	A0117391			Pending

Trademark	Docket No.	Country Name	Application No.	Registration No.	Registration Date	Status
STREAMWISE	55836-US	U.S.	90/798723			Published

Social Media Accounts:

<https://twitter.com/streamwisely>

<https://www.linkedin.com/company/streamwise/>

<https://www.instagram.com/streamwise/>

<https://www.facebook.com/Streamwise/>

Domains:

Streamwisely.com

streamwiseapp.com

streamwise.app

streamwisely.app

weseedatapeople.com

streamwise.ly

All Intellectual Property associated with Streamwise's software products, including, Earnings and Streamwise 2.0.

Schedule A-5

Persons Performing Work in November 2022

NorthBay Solutions, LLC

Vue Data LLC

Virtual AI LTD

Amazon Web Services, Inc. (for November Service Period only)

Nick Risher