

CONTENT PARTNERSHIP AGREEMENT

This Content Partnership Agreement (“ Agreement ”) is dated on the date that the last signatory to this Agreement signs off.	
(A) BINANCE:	Full entity name: Binance Investments Co., Ltd Registration No: 212603 Registered address: House of Francis, Room 303, Ile Du Port, Mahe, Seychelles
(B) PARTNER:	Full entity name: Prison Professors Charitable Corporation Registration/Identification No: IRS ID Number: 85-2603315 Registered address: 32565 Golden Lantern Street / Suite B-1026 / Dana Point, CA 92629
(C) EFFECTIVE DATE	May 20, 2024 (“ Effective Date ”)
(D) TERM	12 months from the Effective Date (“ Term ”).
(D) DELIVERABLES:	<p>Whereas Binance wishes to contribute to crypto educational and literacy around the world, and whereas Partner wishes to receive support from Binance to enhance Partner’s own efforts in conducting educational and/or awareness activities relating to the crypto industry generally (“Partner’s Activities”), Parties hereby agree to collaborate as follows:</p> <ol style="list-style-type: none">1. Binance will provide Partner with the following support:<ol style="list-style-type: none">a. Provision of educational materials in the domains of cryptocurrency, blockchain, Web 3.0, NFT, information technology, Fintech etc, generally; the specific content and scope of which, shall be further discussed and agreed by Parties (collectively, “Binance Content”); andb. If requested by Partner and subject to Binance’s agreement, to jointly organize educational lectures, workshops and networking events on such terms and conditions as may be agreed by Binance.2. Subject to prior notification to and consent by Binance, Partner will only use Binance Content in the prisons in United States of America (“Territory”) in support of Partner’s Activities only. The Partner shall publish the Binance Content in the following manner:<ol style="list-style-type: none">a. on the following platforms :<ol style="list-style-type: none">i. PrisonProfessors.com;ii. Prison Professors YouTube Channel;iii. Prison Professors Social Channels;iv. Prison Professors Podcast; andv. Edovo platform; andb. convert the Binance Content into Amazon or Prison Professors’ workbooks. <p>Any changes made to the Binance Content shall require the prior approval of Binance.</p>
(H) FEES & INVOICE / PAYMENT TERM	Not applicable



(if applicable):	
(I) NOTES	The terms and conditions in Appendix 1 applies to and forms an integral part of this Agreement.

<p>BINANCE AUTHORIZED SIGNATURE</p> <p>Signature: <i>chloe.zeng</i> Name: chloe.zeng Title: Content Manager Date: 04-Jun-2024</p>	<p>PARTNER AUTHORIZED SIGNATURE</p> <p>Signature: <i>Michael Santos</i> Name: michael Santos Title: Founder / Director Date: 30-May-2024</p>
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APPENDIX 1

**Content Partnership Agreement
Standard Terms and Conditions**

LICENSE

1. Subject to the terms of this Agreement and Binance’s prior consent in respect of each use, Binance hereby grants to Partner a revocable, non-exclusive, non-sublicensable and non-transferable, right and license to use Binance Content in the Territory only, solely for the purpose of supporting Partner’s Activities.

2. Partner may not: (a) use Binance Content for Partner’s own commercial purpose or benefit, or for profit, or for any other purpose not authorized or contemplated under this Agreement; (b) sub-license, distribute or disclose any Binance Content to any third party in any circumstance or manner except as expressly authorized by Binance or pursuant to this Agreement; (c) use Binance Content in a manner which Binance, in its absolute discretion, deems inappropriate; and (d) allow or assist any third party to do any of the foregoing.

3. Without prejudice to the generality of the above restrictions, Partner also agrees to comply with any and all restrictions that Binance may impose and notify Partner of from time to time, in respect of Partner’s usage of and rights relating to Binance Content.

INTELLECTUAL PROPERTY

4. Partner acknowledges that Binance owns and has exclusive rights in and to Binance Content and Derivatives (whether or not created by or for Partner or Binance) and all patent rights, copyrights, trademark rights, trade secret rights, mask work rights, sui generis database rights, moral rights, and any other intellectual property rights and similar rights anywhere in the world covering, embodied in or relating to any part thereof throughout the world (collectively, “**Binance IP**”). Any Derivatives (whether or not patentable or copyrightable) that either Party develops shall be owned solely by Binance. If Partner acquires any rights in the Binance Content or Derivatives or other Binance IP, by operation of law, or

otherwise, Partner shall assign and hereby irrevocably assign such rights to Binance without further action by any of the Parties. Nothing in this Agreement shall give Partner any right, title, or interest in Binance Content and Derivatives other than the license expressly provided in above in this Agreement.

5. “**Derivatives**” in this Agreement means any modifications or translations to, or derivatives, improvements, modifications, enhancements, or extensions created from or relating to Binance Content.

PARTNER OBLIGATIONS

6. Partner agrees to: (a) comply with any other terms and conditions, guidelines, requirements and/or restrictions that Binance may, in its sole and absolute discretion impose from time to time, relating to Partner’s use of Binance Content; and (b) use Binance Content solely for the purpose as set out in and contemplated under this Agreement, and not any other purpose.

7. Partner agrees **not** to: (a) engage in any conduct that may cause damage or harm to, or discredit, Binance or Binance’s brand reputation, or that may result in adverse publicity to Binance or Binance’s brand; (b) use Binance Content in any other geographical territories, outside of the permitted Territory as defined in page 1 of this Agreement; and (c) reproduce any part of Binance Content in any other materials, unless Partner has obtained Binance’s prior written consent to do so and proper attribution to Binance is done.

DISCLAIMER & EXCLUSION OF LIABILITY

8. Binance Content is provided to Partner on an “as is” basis for general information purposes only, without representation or warranty of any kind. In particular, Binance and its affiliates do not warrant the reliability or accuracy of the information stated therein. Binance and its affiliates shall therefore not be liable or responsible to Partner or any other party for any errors or omissions, or for the results obtained



from use of such information. Partner further agrees that: (a) use of Binance Content is at Partner's own risk; (b) Partner is solely responsible for Partner's own decision in this regard; and (c) Binance and its affiliates do not assume any duty or care, responsibility or liability for any losses that Partner may suffer.

9. To the fullest extent permitted by law, Binance and its affiliates shall not be liable to Partner for any direct or indirect loss and damage that Partner may suffer under this Agreement. For clarity, Binance shall also not be liable for any consequential, incidental, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not Partner has been advised of the possibility of such damages.

10. Notwithstanding the foregoing, in no event shall the collective liability of Binance and its affiliates under this Agreement exceed the total amount of fees paid or payable by Partner to Binance under this Agreement, in the last 12 months from the date that the claim arose.

REPRESENTATIONS, WARRANTIES & INDEMNITY

11. Partner represents and warrants that it has full power and authority to enter into this Agreement and perform the obligations stated herein; and that it is not in breach (and will not cause Binance and/or its affiliates to be in breach) of any legal or regulatory obligations.

12. Partner agrees to indemnify, defend and hold harmless Binance, its affiliates and each of their officers, directors, employees and agents from and against all liabilities, damages and costs (including without limitation, settlement costs, financial penalties imposed by any regulator or authority, and reasonable attorney fees) in respect of all matters under this Agreement, including but not limited to any claim by third parties arising from Partner's breach of its obligations under this Agreement.

TERM AND TERMINATION

13. Subject to earlier termination as provided under this Agreement, the Term of this Agreement shall be as set out in page 1 of this Agreement. The Term may be extended upon the Parties' mutual written agreement.

14. Early Termination: (a) Binance may terminate this Agreement at any time for convenience (including without limitation, revoking the rights granted to Partner under this Agreement, relating to Binance Content), by giving Partner 7 days prior written notice; and (b) Binance may terminate this Agreement with immediate effect if: (i) Partner has breached any of its obligations under this Agreement; (ii) dies or in the case of a company, becomes subject to any insolvency or liquidation related proceedings; (iii) termination of this Agreement (which includes but is not limited to revocation of any rights granted to Partner under this Agreement to use Binance Content) is required for purposes of enabling Binance and/or its affiliates to comply with their legal, regulatory and compliance obligations.

15. Upon termination or expiry of this Agreement, all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

ANNOUNCEMENTS

16. Unless Binance's prior written consent is obtained, Partner may not make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, or the wider transactions contemplated by it.

CONFIDENTIALITY

17. Subject to the terms of this Agreement, Partner undertakes that it shall not at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information belonging to Binance and/or its affiliates ("**Binance Confidential Information**"), which Partner had obtained under this Agreement. Partner may only use Binance Confidential Information for purposes of exercising Partner's rights and to perform Partner's obligations under or in connection with this Agreement.

MISCELLANEOUS

18. Partner represents that it is familiar with (i) the U.S. Foreign Corrupt Practices Act 1977, (ii) the UK Bribery Act 2010, and (iii) other public and commercial anti-bribery laws which may apply, and (iv) international anti-corruption treaties such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption ("**Anti-Bribery Laws**"). Partner represents that performance under this Agreement will be made in compliance with the Anti-Bribery Laws and neither Partner, nor any of Partner's directors, officers, agents or employees acting on behalf of Partner, has taken any action that will cause Binance or its affiliates to be in breach of any applicable Anti-Bribery Laws.

19. Without reference to choice or conflict of law principles and rules otherwise applicable, this Agreement shall in all respects be governed, construed and interpreted by the laws of the Republic of Singapore. The Parties hereby irrevocably consent and agree that any matter or dispute arising out of or in any way connected with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it, shall be referred to and finally resolved by arbitration, administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore and the language of the arbitration shall be in English. The English language shall prevail.



20. This Agreement does not confer any rights or remedies on any third party, save for Binance's affiliates.

21. This Agreement may be translated into another language. However, in the event of any inconsistency between the English language version and a translated version, this English version will at all times prevail and take precedence.