REVENUE SHARE AGREEMENT

DRAFT TEMPLATE — for review by U.S. counsel before first use. Not legal advice.

This Revenue Share Agreement (the "**Agreement**") is entered into as of [DATE] (the "**Effective Date**") by and between:

Shkor Labs LLC, a Wyoming limited liability company, with its registered office at 1023 E Lincolnway, Cheyenne, WY 82001, USA (the "**Studio**"), and

[FULL LEGAL NAME], an individual / sole proprietor, residing at [ADDRESS], [COUNTRY] (the "**Founder**").

1. Services; Deferred Fee

1.1. The Studio provides the Founder with business studio services: methodology, tooling, AI agents, payment infrastructure access, and go-to-market support (the "**Services**"), as described at https://studio.cil.by.

1.2. The membership fee is **$999 (nine hundred ninety U.S. dollars) per calendar month** (the "**Monthly Fee**"). The Founder has elected, and the Studio has agreed, to **defer** payment of the Monthly Fee under this Agreement.

1.3. Deferred Monthly Fees accrue monthly as a running balance (the "**Deferred Balance**"). The Studio issues a statement of the Deferred Balance monthly.

1.4. **Bitcoin indexation (opportunity-cost coverage).** Each deferred Monthly Fee (a "**Tranche**") is indexed to the price of Bitcoin:

> **Indexed Amount of a Tranche = Tranche × max(1, BTC_t / BTC_0)**

where **BTC_0** is the Reference Price on the date the Tranche accrued and **BTC_t** is the Reference Price on the date of calculation. The "**Reference Price**" is the CME CF Bitcoin Reference Rate (BRR); if the BRR is discontinued, the daily closing BTC/USD price on CoinGecko is used. The "**Indexed Balance**" is the sum of the Indexed Amounts of all outstanding Tranches. The Indexed Balance shall never be less than the nominal Deferred Balance (the indexation covers upside only). Purpose: the indexation compensates the Studio for the opportunity cost of deferral — funds not received could not be invested; the Founder covers that missed appreciation.

2. Repayment: Revenue Share

2.1. The Founder shall pay the Studio **50% of all Gross Revenue** of the **Covered Business** (Section 2.1a), until the aggregate payments equal the **Indexed Balance** (calculated as of the date each payment is applied) (the "**Cap**"). **The repayment obligation survives the end of the Term (Section 5) until the Maturity Date (Section 5.2).** The Cap contains no additional multiplier: the Bitcoin indexation alone compensates the Studio's return.

2.1a. "Covered Business" means: (a) the project described in Schedule 1 (the "**Project**"); (b) any other business, product, or venture of the Founder that the Founder actively operates during the Term, whether launched through the Studio or independently, in any jurisdiction and through any entity or as an individual — EXCLUDING (i) businesses in which the Founder held a material ownership interest and which were generating revenue before the Effective Date (pre-existing businesses, listed in Schedule 2), and (ii) passive income from employment, investments, or asset sales not connected to the Covered Business.

2.2. "**Gross Revenue**" means all revenue actually received from customers of the Covered Business, before any deductions, excluding refunds and chargebacks.

2.3. **Primary collection mechanism.** While the Covered Business sells through the Studio's payment infrastructure (Stripe account of the Studio or its affiliates), the Founder's Revenue Share is **withheld automatically at settlement**: the Studio deducts the Revenue Share before paying out the Founder's proceeds. The Founder authorizes such withholding.

2.4. If any Covered Business revenue is received outside the Studio's infrastructure, the Founder shall report it monthly within 10 days of month-end and pay the corresponding Revenue Share within 15 days of invoice.

3. Conversion upon U.S. Incorporation

3.1. If the Founder (or the Project) incorporates a U.S. corporation (the "**Newco**"), then at the Studio's sole election, exercisable within 60 days of notice of incorporation, the then-outstanding **Indexed Balance** (less amounts paid) shall convert as follows: the Founder shall cause Newco to issue to the Studio a **Simple Agreement for Future Equity with a Most-Favored-Nation clause** (a "**SAFE MFN**"), in the principal amount equal to such outstanding Indexed Balance, in the form customarily used by Y Combinator (current version), with a valuation cap of **$[5,000,000]** and no discount, or such better terms as Newco grants to any other investor in its first financing after the Effective Date (which better terms shall apply via the MFN clause).

3.2. The Founder **covenants** to cause Newco to execute such SAFE MFN within 30 days of the Studio's election. This obligation is a personal obligation of the Founder and a condition of continued deferral.

3.3. Upon issuance of the SAFE MFN, the outstanding Deferred Balance is deemed fully satisfied. Revenue Share under Section 2 ceases as of conversion.

4. No Guarantee; Limited Recourse

4.1. The Founder's obligations are limited to the Revenue Share and the conversion covenant. **No personal guarantee, no interest, no late fees** beyond the Cap. If the Project generates no revenue at any point, no payment is due for that period — the balance simply waits. The debt is attached to the Project's revenue, not to the Founder personally.

4.2. This Agreement is a services agreement with deferred, contingent pricing. It is **not** a loan, not a consumer credit product, and not an offer or sale of securities by the Studio. The SAFE MFN, if and when issued, will be issued by Newco in reliance on applicable exemptions.

5. Term; Burn

5.1. The Services and the deferral of Monthly Fees (the "**Deferral Period**") run from the Effective Date until **36 months** after the Effective Date (the "**Term**"). The repayment obligation (Section 2) is not limited by the Term; it ends at the Maturity Date (Section 5.2).

5.2. **Burn (36/72).** Any Indexed Balance not repaid or converted is fully forgiven and extinguished on the earlier of: (a) **36 months after First Revenue Date** — the calendar month in which the Covered Business first receives any Gross Revenue; or (b) **72 months after the Effective Date** (the "**Maturity Date**"), even if no revenue was ever generated. If no Gross Revenue is ever received, the balance is extinguished at the Maturity Date and the Founder owes nothing. The obligation remains limited to the Revenue Share (and the conversion covenant): it is not a personal debt of the Founder and is not a claim against the Founder's other assets or heirs.

6. Reporting; Audit

6.1. The Founder shall keep reasonable records of Covered Business revenue and, upon 10 days' notice, not more than once per quarter, provide reasonable substantiation of reported revenue.

7. Termination of Services

7.1. Either party may terminate the Services with 30 days' notice. Deferral stops at termination; the accrued Deferred Balance continues to be governed by Sections 2–5.

8. Governing Law; Disputes

8.1. This Agreement is governed by the laws of the **State of Wyoming**, without regard to conflict-of-laws rules.

8.2. Disputes shall be finally resolved by **binding arbitration** (single arbitrator, remote/online proceedings, English language) under the rules of the American Arbitration Association. Judgment on the award may be entered in any court of competent jurisdiction.

9. Miscellaneous

9.1. Entire agreement; amendments in writing signed by both parties. 9.2. Assignment: the Founder may not assign without the Studio's consent; the Studio may assign to an affiliate. 9.3. Notices by email: Studio — portal@cil.by; Founder — [EMAIL]. 9.4. Severability; no waiver; counterparts; electronic signatures effective.

SHKOR LABS LLC — By: Alex Shkor, Managing Member — Signature: _______ Date: ___

FOUNDER — Name: [NAME] — Signature: _______ Date: ___

Schedule 2 — Pre-existing Businesses (excluded from Revenue Share)

— [LIST PRE-EXISTING BUSINESSES HELD BY THE FOUNDER BEFORE THE EFFECTIVE DATE, OR WRITE "NONE"]

Schedule 1 — The Project

— Name: [PROJECT NAME]

— Description: [ONE LINE]

— Revenue Share rate: [X]%

— Cap: Indexed Balance (no multiplier — BTC indexation is the only uplift)

— Indexation: BTC (CME CF BRR), upside-only, floor = nominal balance

— Conversion: SAFE MFN, valuation cap $[5,000,000], principal = Indexed Balance at conversion