STUDIO PARTICIPATION AGREEMENT

(42 Labs — Monthly Subscription Plan)

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

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

Shkor Labs LLC, a Wyoming limited liability company (WY file no. 2026-002003106), with its registered office at 1023 E Lincolnway, Cheyenne, WY 82001, USA (the "**Studio**"), and

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

1. Services

1.1. The Studio provides the Founder with business studio services under the "**42 Labs**" program (the "**Services**"): methodology and structured decision framework, AI-agent infrastructure for routine operations, U.S. legal-and-payments infrastructure access (U.S. LLC formation support and Stripe acquiring through the Studio's accounts), weekly working sessions and progress reviews, and go-to-market support toward the Project's first sales, as further described in Schedule 1 and at https://42.cil.by.

1.2. **The Founder builds the Project; the Studio does not build it for the Founder.** The Services are infrastructure, facilitation, and participation — not development-for-hire, not a guarantee of launch, revenue, or investment.

1a. Infrastructure Access

1a.1. Where the Founder elects to sell through the Studio's payment infrastructure (Stripe account of the Studio or its affiliates), the Studio provides acquiring, and the Studio pays out the Founder's proceeds, less the Revenue Share (Section 3) and payment-processing costs, within 5 business days of settlement, provided the corresponding funds have cleared; the Studio may hold back an amount equal to pending refunds, disputes, and payment-processor reserves (a "Reserve"), releasing it as the Reserve releases. The Founder authorizes the withholding of the Revenue Share at settlement.

1a.2. U.S. LLC formation support means: preparation and filing of formation documents for a Wyoming LLC owned 100% by the Founder (or an entity the Founder designates), registered agent, and EIN application support. Government fees and registered-agent fees are billed at cost. **The Studio never holds equity in the Founder's LLC or Project.**

2. Fee

2.0. Fee structure: the greater of the Monthly Fee and the Revenue Share — never both stacked. For each calendar month, the Studio charges the Monthly Fee as an advance (base), and the Revenue Share (Section 3) is credited against it; the Founder pays the greater of the two amounts: if the Revenue Share for a month exceeds $999, the Studio charges only the Revenue Share; if it is less, the difference to $999 is charged as the Monthly Fee top-up. No month costs the Founder more than one of the two amounts.

2.1. The membership fee is **$999 (nine hundred ninety U.S. dollars) per calendar month** (the "**Monthly Fee**"), charged via Stripe subscription starting on the Effective Date.

2.2. The first month's charge (the greater of $999 or the Revenue Share, Section 2.0) occurs upon execution of this Agreement; the Revenue Share of the first month is estimated as $0, so the first charge is $999.

Subsequent monthly charges occur on the same day each month and are trued up to the Revenue Share for the preceding month.

2.3. The Monthly Fee is for the cohort program as a whole. Cohort seats are limited; a cancelled seat may not be immediately re-available.

3. Revenue Share

3.1. The Revenue Share is **[X]% of Gross Revenue** of the Project, applied under Section 2.0 (charged INSTEAD of the Monthly Fee in any month where it exceeds $999, credited toward it otherwise) of the Project described in Schedule 1 (the "**Revenue Share**"), collected as described in Section 1a.1 (at settlement) or, for revenue received outside the Studio's infrastructure, reported monthly within 10 days of month-end and paid within 15 days of invoice.

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

3.3. The Revenue Share rate is reviewable every 6 months and may be adjusted by mutual written agreement; absent agreement, the current rate continues. While the Project is in the studio program (pre-revenue or revenue below the Monthly Fee), the Monthly Fee applies; the Revenue Share applies to the extent it exceeds the Monthly Fee.

4. Intellectual Property; Ownership

4.1. **All rights to the Project — product, code, content, brand, customer relationships — belong to the Founder (100%).** The Studio takes no equity and no IP license beyond what is needed to provide the Services.

4.2. Background IP of the Studio (methodology, agent templates, playbooks) remains the Studio's property. The Founder receives a non-exclusive, royalty-free license to use Studio background materials within the Project for the life of the Project.

4.3. Anything the Studio creates specifically for the Founder under the Services (deliverables) is assigned to the Founder upon payment of the applicable fees.

4a. Founder's Entities

4a.1. The Founder may operate the Project through any legal entity of their choice. Where the Founder uses the Studio's payment infrastructure, the Project sells through the Studio's acquiring until the Founder's own entity and acquiring are live, after which the Founder may migrate off. Migration assistance is included in the Services. Upon migration, the Studio shall provide and transfer to the Founder (or its designated entity) all customer records, contact details, and transaction history of the Project available to the Studio, and shall cooperate in notifying customers of the change of merchant.

4a.2. Existing entities of the Founder (e.g., a company registered in Georgia or elsewhere) are unaffected by this Agreement. The Studio's infrastructure is a tool, not an obligation: the Founder chooses which market structure to use for the Project.

4b. Data and Confidentiality

4b.1. Each party keeps the other's non-public information confidential, with the usual carve-outs (already public, independently developed, required by law).

4b.2. The Studio processes the Founder's account and billing data under its privacy policy. AI agents process Founder data solely to provide the Services.

5. No Guarantee; Limitation

5.1. The Studio does not guarantee launch outcomes, revenue, or investment. The Services are consulting-and-infrastructure, and results depend primarily on the Founder's execution.

5.2. Except for gross negligence or willful misconduct, the Studio's total liability under this Agreement is limited to the Monthly Fees paid in the 3 months preceding the claim.

6. Term; Cohort

6.1. This Agreement runs month-to-month from the Effective Date until terminated per Section 7. Cohort programming (sessions calendar) runs in cohorts; the Founder joins the current cohort's session cycle.

6.2. If a seat becomes unavailable due to cohort capacity, the Studio may place the Founder on a priority waitlist and refund the current month's Fee.

7. Termination

7.1. The Founder may cancel anytime with effect at the end of the current paid month (no further charges). The Studio may terminate for non-payment after 7 days' notice.

7.2. Upon termination: access to Studio infrastructure ends at the end of the paid month; the Founder keeps all Project IP (Section 4); Revenue Share on revenue received before termination remains due.

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 — studio@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 1 — The Project

- Program: 42 Labs, cohort [MONTH YEAR]
- Project name: [PROJECT NAME]
- Project description: [ONE LINE]
- Monthly Fee: $999
- Revenue Share rate: [X]% of Gross Revenue (charged only in months where it exceeds the Monthly Fee — Section 2.0: greater-of, never stacked)
- Payment route: [Studio Stripe / Founder's own entity]
- Start date: [DATE]