CCB 26-CCB-0161

DOCUMENT 1

Asset Purchase Agreement — BBH LLC and Finixo IL Ltd.

Original pages 1, 3, 4, 6, 7, 11 and 19

Selected pages from the original signed document follow. Original page numbers are retained.

ASSET PURCHASE AGREEMENT

Private and Confidential

This Asset Purchase Agreement is made on December 25th, 2025 by and between **BBH LLC** Registration # EIN: 35-2811219 Address: 30 N Gould St Ste R, Wyoming, Sheridan, 82801 by its legal representatives and signatory holders Mr. Gabriel Pavel Duma Passport: [redacted] Address: [redacted] and Mr. Protiuc Ovidiu Marian Passport: [redacted] Address: [redacted] (hereinafter referred to as "**Seller**") and **Finixo IL LTD**. Registration # 51-6763356 Address: Invoice@finixo.co.il (hereinafter referred to as "**Buyer**") for the Sale of "Intimaly" Business Operations and rights (hereinafter referred to as "**Purchased Asset**" as defined in this agreement).

Copies of both Seller's & Buyer's Company Certificates and I.D/Passports are as attached in Schedule 9.

PURCHASE AND SALE OF PURCHASED ASSET

1. **Purchase and Sale**
   Subject to the terms and conditions set forth in this Agreement, no later then 1st of January 2026 (hereinafter referred to as "**Closing Date**"), Seller shall sell, transfer, convey, assign, and deliver to Buyer, and Buyer shall purchase, acquire, and take assignment and delivery from Seller of all business associated with Purchased Asset – "**Intimaly**", including but not limited to:
   a. Any and All of the assets, inventory, rights, contracts for service of customers and clients, Models Consents, clientele, leads, goodwill, book of business, and overall business and rights of Seller related to the Purchased Asset, of Seller, including, without limitation, all of the assets listed on Schedule 1 - Assets Included in the Sale attached below and incorporated by reference (collectively, the "Purchased Assets"), as will be on the Closing Date. Seller shall maintain and conduct the business of the Purchased Asset in good faith in the ordinary course of business consistent with past practice following the signing of this agreement and throughout the period until the Closing Date.
   b. The Purchased Asset shall exclude only items described on Schedule 2 – "Excluded Assets" (hereinafter referred to as "**Excluded Assets**"), and they are not being purchased by Buyer according to this agreement. For avoidance of doubt, Seller does not intend to exclude any assets used in the operation of the Purchased Asset. In the event that any minor asset used exclusively in the Purchased Asset is inadvertently omitted from Schedule 1, such asset shall be transferred to Buyer as part of the Purchased Asset upon mutual confirmation by the Parties.
   c. It is hereby agreed that full transition of all assets as stipulated in Schedule 1 shall constitute a material obligation of Seller. Buyer may cancel this Agreement and request repayment only in the event of a material failure to transfer such assets, after written notice to Seller and a reasonable opportunity to cure. Minor, technical, or non material omissions shall not give rise to cancellation or repayment rights.
   d. **Execution Date** - Execution date shall be considered the date of the Purchased Asset account transfer From Shopify following the signing of this agreement, after which any and all orders will be attached and linked to Buyer's account. The Specific Execution Date will be 48 hours following payment of Purchase Price to Flippa Pay.

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BBH LLC Registration # EIN: 35-2811219
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and **Finixo IL LTD**. Registration # 51-6763356
Buyer

f. Seller's obligations as stipulated above constitute a fundamental part of this agreement.

4. **Assumed Obligations**

a. Buyer assumes all monetary and non-monetary obligations arising under or in connection with the Purchased Assets only according to this contract (collectively, the "**Assumed Obligations**") but no further; provided, however, that the Buyer's assumption of said obligations shall only apply to any such obligations accruing from and after the Closing Date; and provided further that Assumed Obligations shall not include: any of the following obligations, including but not limited to pre Closing contract breaches (even if discovered later then the Closing Date), taxes, employee/contractor matters, product/consumer claims arising from pre Closing sales, and privacy/data incidents and (1) any payables of Seller for any liabilities that are incurred prior to the Closing Date but billed or invoiced on or after the Closing Date Time and (2) any loan obligations of Seller.

b. Seller's Obligations. Seller agrees to remain liable for and to pay, perform, and discharge when and as due, and to indemnify and hold Buyer harmless against any and all debts, liabilities, obligations, contracts, and commitments (whether known or unknown, contingent or fixed, liquidated or unliquidated) arising out of or related to the Purchased Assets or the ownership, operation or use of any of the Purchased Assets on or prior to the Closing Date, or the conduct of the business of Seller, to the extent arising from facts, events, or operations occurring on or prior to the Closing Date and according to Schedule 3.

5. **Representations and Warranties of Seller**

Seller represents and warrants to Buyer as follows.

a. **Authorization**. Seller has full power and authority to Seller's knowledge to enter into this Agreement, including all exhibits and schedules (this Agreement and all such exhibits, schedules, and other agreements are collectively referred to as the "**Acquisition Documents**"), to perform his obligations, to transfer the Purchased Assets, and to carry out the transactions contemplated in this agreement. Seller has taken all actions required by law or contract or otherwise to authorize the performance of Seller's obligations. This Agreement has been duly executed and delivered by Seller, and upon the execution and delivery of the remaining Acquisition Documents, the remaining Acquisition Documents will have been duly executed and delivered by Seller, and this Agreement and the other Acquisition Documents will be the legal, valid, and binding obligations of Seller enforceable according to their terms.

b. **Title.** To Seller's knowledge, owns good and marketable title in all material respects to the Purchased Assets, free and clear of all material liens, encumbrances, or restrictions (e.g., restrictions on transfers or otherwise). The Acquisition Documents are sufficient to transfer to Buyer all of Seller's rights, title, and interest in and to the Purchased Assets, subject only to permitted liens and applicable law.

c. **No Violation.** None of (a) the execution and delivery of this Agreement or any of the other Acquisition Documents by Seller, (b) the performance by Seller of his obligations, (c) the consummation of the transactions contemplated in this Agreement after the Closing Date, will (i) to Seller's knowledge, materially violate or conflict with, or result in a material default under, any indenture, mortgage, contract, commitment, debt or obligation of Seller, which violation, conflict, default, breach, termination, or acceleration, either individually or in the aggregate with all other such violations, conflicts, defaults, breaches, terminations, and accelerations, would have a material adverse effect on the operation and business of the Business and/or the Purchased Assets; (ii) require any material third party consent not disclosed to Buyer to or result in the creation or imposition of any lien upon any of the Purchased Assets under any indenture, mortgage contract, commitment, debt or obligation of or to which Seller is a party or by which Seller is bound; (iii) to Seller's knowledge, mate no rially violate any applicable statute, law, judgment, decree, order, regulation, or rule of any court or governmental

authority to which Seller or the Purchased Assets is subject; or (iv) result in the loss of any material license, privilege, brokerage agreement, or certificate benefiting Seller and/or the Business (including the Purchased Assets).

d. **I.P. Rights, Code, Contractors**. To Seller's knowledge legally owns all material I.P. Rights of the Purchased Asset. All developers/creatives/contractors have signed sufficient IP assignment / work for hire; there are no third-party claims; all licenses are valid and up to date.

e. **Privacy and Data.** To Seller's knowledge, has complied in all material respects with applicable privacy laws, has maintained required consents and opt ins in all material respects during operation of the Business.

f. **Platforms and accounts.** All platforms and accounts associated with The Purchased Asset are owned/controlled by seller and are transferable.

g. **Financial Records.** Seller has delivered to Buyer copies that are true and complete in all material respects of Seller's financial records relating to the Purchased Assets and the operation of the Business. Seller warrants that such financial records are to Seller's knowledge, true and correct in all material respects and fairly present Seller's revenues and expenses associated with the operation of the Business (including the Purchased Assets).

h. **Contract Rights & Liabilities.** Seller has also delivered and disclosed to Buyer true and complete records and information in all material respects concerning all of Seller's licenses and all other contracts, consents and agreements to Seller's knowledge that are material to the operation of the Business or the beneficial use and enjoyment of the Purchased Assets.

i. **Absence of Certain Changes**. There shall not have been any of the following material adverse changes from conclusion of Due Diligence through to the Closing Date other than actions taken in the ordinary course of business consistent with past practice:

   a. Created or incurred any liability (fixed, absolute, accrued, contingent, or otherwise) related to the Purchased Assets or the Business, except for unsecured current liabilities incurred for other than money borrowed, and liabilities under contracts entered into in the ordinary course of business and for amounts and for terms consistent with past practice and not materially adverse.
   b. Transferred or granted any concessions, leases, licenses, consents or agreements with respect to the Purchased Assets or the Business outside the ordinary course of business.
   c. Sold or otherwise disposed of, or entered into or agreed to enter into any agreement or other arrangement to sell or otherwise dispose of, any of the Purchased Assets, or any other properties or rights associated with the Purchased Assets or the Business other than sales of goods in the ordinary course of business, for the sale of goods in the ordinary course of business, or any agreement or other arrangement which requires the consent of any party to the transfer and assignment of any such assets, properties, or rights; or agreed, whether in writing or otherwise, to take any action described in this section that would reasonably be expected to result in a material adverse effect.

j. **Litigation.** There are no actions, claims, proceedings, or investigations ("**Actions**") to Seller's knowledge, including, without limitation, Actions for personal injuries, products liability, or breach of contracts, consents, or warranty arising from the operation of the Business, whether pending or, to Seller's knowledge, threatened in writing against Seller or any properties or rights of Seller, or the transactions contemplated by this Agreement or any other Acquisition Document before any court, arbitrator, or administrative or governmental body. No state of facts to Seller's knowledge exists or has existed that would constitute grounds for the institution of any Action that would reasonably be expected to have a material adverse effect against Seller or against any properties or rights of Seller or the transactions contemplated by this Agreement or any other Acquisition Document. Seller is not subject to any judgment, order, or decree entered in any lawsuit or proceeding that has materially

b. **Authority .** Buyer has all necessary power and authority to enter into this Agreement and perform his obligations. The execution and delivery of this Agreement by Buyer have been duly and validly authorized by all necessary corporate action as may be necessary on the part of Buyer and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly executed and delivered by Buyer and, assuming due authorization, execution and delivery of this Agreement by Seller, constitutes a legal, valid and binding agreement of Buyer, enforceable in accordance with its terms against Buyer, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally and by general principles of equity.

c. **Consents and Approvals.** The execution and delivery of this Agreement by Buyer require no consent, approval, authorization or filing with or notice to any governmental authority.

d. **Brokers; Certain Expenses.** No broker, finder or investment banker is entitled to any brokerage, finder's, financial advisors, or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Buyer. Buyer agrees to and will adhere to the Flippa Terms of Service and Privacy Policy.

e. **Independent Investigation.** Buyer acknowledges that it has conducted its own independent investigation and due diligence of the Purchased Assets and the Business and has not relied on any representation or warranty of Seller other than those expressly set forth in this Agreement.

7. Survival of Representations and Warranties; Indemnification

a. Notwithstanding (a) the making of this Agreement, (b) any examination made by or on behalf of the Parties, and (c) the Closing, (i) the representations and warranties of the parties or in any certificate or other document delivered pursuant to this Agreement shall survive the Closing Date for a period of 3 years following the Closing Date with respect to Seller-and the covenants and agreements required to be performed after the Closing pursuant to any provision of this Agreement, including this Article, shall survive until fully performed or fulfilled.

b. **Indemnification by Seller**. Seller shall hold harmless, indemnify, and defend Buyer and its members, officers, representatives, attorneys, insurers, predecessors, successors and assigns, against any and all claims, losses, damages, liabilities, and expenses (including, without limitation, settlement costs and legal, accounting, and other expenses) (collectively, the "Damages") incurred by Buyer and its successors and assigns in connection with any of the following to the extent arising from facts, events, or actions occurring on or prior to the Closing Date and subject to the limitations set forth in this Agreement:

1) Any claim by any person or other entity for any broker's or finder's fee or similar fee charged for any commission that arises from any action, statement, or commitment made by Seller or its agents;
2) Any breach or other failure to perform any covenant, agreement, or obligation of Seller contained in this Agreement, any other Acquisition Document, or any other instrument, including all certificates and schedules in all material respects.
3) Any breach of any representation or warranty by Seller contained in this Agreement or other Acquisition Document, or any other instrument, including all certificates and schedules as limited by the survival periods and materiality qualifiers set forth herein;
4) Any Damages with respect to taxes based on or arising from the income, sales, assets, capital, operations, or activities of Seller for any period ending on or prior to the Closing Date;
5) Any Damages accrued to Buyer from the operations of Seller before, on, or after the Closing Date solely to the extent relating to pre closing operations;

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6) Any liability to employees or to third parties for personal injury or death or damage to property arising out of or occurring in connection with products sold or services rendered by Seller, or any other activities of Seller, on or before the Closing Date.

7) Seller's indemnification obligations under this Agreement shall be subject to the following limitations: (i) no claim for indemnification may be brought after the expiration of the applicable survival period set forth in this Agreement; (ii) Seller shall not be liable for any losses to the extent arising from Buyer's actions, omissions, changes to the Business, or operation of the Purchased Assets after the Closing Date; (iii) Buyer shall not be entitled to any double recovery and shall use commercially reasonable efforts to mitigate damages, including recovery from insurance; and (iv) Seller shall have the right to receive prompt written notice of any indemnification claim and to participate in and approve any settlement for which Seller may be responsible;

8) Indemnification by Buyer. Buyer shall hold harmless, indemnify and defend Seller and his attorneys, insurers, predecessors, successors, and assigns, from and against any and all Damages incurred by Seller in connection with any of the following subject to the survival periods and procedures set forth in this Agreement:

1) Any claim by any person for any broker's or finder's fee or similar fee charged for any commission that arises from any actions, statements, or commitments made by Buyer or its agents;

2) Any breach or other failure to perform any covenant, agreement, or obligation of Buyer contained in this Agreement or any other Acquisition Document, including any Damages accruing to Seller in connection with the Assumed Obligations or from the operation of the Business by the Buyer on or after the Closing Date and Buyer shall be solely responsible for all post Closing operations and liabilities.

3) Any Damages arising from Buyer's operation of the Business after the Closing Date, including management decisions, staffing changes, marketing actions, supplier changes, operational changes, or platform usage.

4) Any Damages caused by Buyer making major or destructive pricing changes after Closing, including significant price increases or decreases that materially harm the Business, brand reputation, customer relationships, goodwill, or revenue stability.

5) Any violation of applicable laws, regulations, or platform rules by Buyer after the Closing Date, including advertising, consumer protection, payment processor, marketplace, or merchant policies.

6) Any taxes, penalties, interest, or assessments arising from Buyer's post Closing operations, restructuring, accounting practices, or tax filings.

7) Any suspension, restriction, limitation, or termination of platforms, payment processors, stores, domains, or accounts caused by Buyer's actions or omissions after Closing.

8) Any data protection, privacy, or security incident occurring after Closing, including misuse, mishandling, unauthorized disclosure, or improper processing of customer or user data by Buyer.

9) Any breach by Buyer of its representations, warranties, covenants, or obligations under this Agreement or any Acquisition Document.

In the event of any breach by Buyer of any obligation set forth in the Indemnification by Buyer section, Seller shall remain entitled to receive the full Purchase Price and all milestone payments as set forth in Schedule 5, without any reduction, offset, withholding, suspension, or delay.

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Schedule 1 Purchased Assets

For purposes of this Schedule, the term "Business" shall be construed to include the Business identified in the Asset Purchase Agreement, including any business activities that have been carried out (or which could have been carried out) by Seller in connection with the Business and the Purchased Assets as conducted by Seller prior to the Closing Date:

1. The Domain Name, intimaly.com and bringbackhappiness.com (according to schedule 4- BBH Operations and Wind-Down), currently registered with NameCheap (including all transfer codes, change of registrant, admin handover, etc.)
2. The Shopify account associated with the Assets or Business ("The Marketplace"). Full registration of the transfer with Shopify officials is fundamental to this agreement and will include: Shopify store ownership/admin control (not just collaborator access), billing switched to buyer, full admin access to themes/apps/settings, confirmed access to historical orders/customer data (to the extent lawful).
3. All websites content, history and files owned by Seller.
4. Shopify Payments associated with the Shopify store, to the extent enabled and transferred as part of the Shopify store ownership and admin transfer in accordance with Shopify's policies.
5. The business records and tax records of Seller.
6. All marketing materials associated with the Business.
7. All social media accounts (including but not limited to Instagram, Facebook, Blue Sky, X if associated with or operated in relation to the Assets or Business) that are owned and operated by Seller exclusively for the Business and excluding any personal accounts.
8. All Email addresses associated with the Websites, Social accounts, Shopify and any other related operational Email.
9. All registered or unregistered trademarks, brand names, logos, design materials, and graphics;
10. Content such as photos and videos created by the Assets or Business or obtained from customers of the Business and service providers, in relation to products sold by the Assets or Business.
11. All general intangibles and payment intangibles of the Assets or Business.
12. All goodwill associated with the Assets or Business.
13. All trade names which are associated with the Assets or Business.
14. All additional intellectual property rights associated with the Assets or Business.
15. All telephone number(s) associated with the Assets or Business.
16. All contracts, contract rights, licenses, consents, permits, rents, software, electronic content, royalties, and leases associated with the Assets or Business.
17. All rights, contracts for service of customers or clients, clientele, leads, goodwill, book of work, book of business, supplies, customer lists, service associated with or owned by the Seller and relating to the Assets or Business.
18. Any Apple or Google store app registered to the Assets or Business.
19. Any other Asset which is not specifically excluded according to Schedule 2.

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Buyer

Schedule 6 - Assignment and Bill of Sale

FOR AND IN CONSIDERATION OF the sum of [redacted] the "Seller") SELLS, ASSIGNS, AND TRANSFER to the "Buyer" all the Seller's right, title and interest in and to the Purchased Asset set forth on Schedule 1 attached to the Asset Purchase Agreement between the Parties.

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and **Finixo IL LTD**. Registration # 51-6763356
Buyer

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DOCUMENT 2

Intellectual Property License & Strategic Services Agreement
Finixo IL Ltd. and Lorlir LLC — complete signed agreement, 3 pages

Selected pages from the original signed document follow. Original page numbers are retained.

INTELLECTUAL PROPERTY LICENSE & STRATEGIC SERVICES AGREEMENT

This Intellectual Property License & Strategic Services Agreement ("Agreement") is entered into as of 1 January 2026 ("Effective Date"),

by and between:

Finixo IL Ltd, a company organized under the laws of the State of Israel, with its principal place of business at 3 Totseret Ha'Arez St, Petach Tikva ("**Finixo**" or the "**Licensor**"),

and

Lorlir LLC, a company organized under the laws of the State of Wyoming, United States, with its principal place of business at 30 N Gould St Ste N Sheridan, WY 82801 ("**Lorlir**" or the "**Licensee**").

Finixo and Lorlir are each a "**Party**" and together the "**Parties**".

1. LICENSE GRANT

Finixo hereby grants Lorlir a non-exclusive, non-transferable license to use all trademarks, trade names, domain names, websites, content, customer lists, affiliate relationships, and all other intellectual property owned or controlled by Finixo in connection with the operation of **all brands owned by Finixo** (the "Licensed IP") solely for the purpose of operating and commercializing the business.

2. ROYALTY – IP LICENSE FEE

[redacted]

Finixo shall provide Lorlir with strategic and technological services including:

- Brand and product strategy
- Technology architecture and automation systems

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- AI and analytics infrastructure
- Business development and growth strategy
- Data analysis and reporting systems
- Platform integrations and operational tooling

[redacted]

This Agreement shall commence on the Effective Date and remain in force for an initial term of **one (1) year**, and shall automatically renew for successive one-year terms unless either Party provides at least thirty (30) days' written notice of non-renewal.

Either Party may terminate this Agreement upon material breach by the other Party, provided such breach is not cured within thirty (30) days after written notice.

7. OWNERSHIP

All right, title, and interest in and to the Licensed IP shall remain solely with **Finixo**. Nothing herein shall be deemed to transfer ownership of any intellectual property.

8. CONFIDENTIALITY

Each Party shall keep confidential all non-public information received from the other Party in connection with this Agreement.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the **State of Israel**. The courts of Israel shall have exclusive jurisdiction.

10. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings. Amendments must be in writing and signed by both Parties.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Finixo IL Ltd.

Name: Adir Aharony

Title: CEO

Signature: _____



Date: 28/12/2025

Lorlir LLC

Name: Adir Aharony

Title: Managing Member

Signature: _____

Date: 28/12/2025

DOCUMENT 3

Shopify Store Ownership Confirmation

Email from Shopify to adir@finneto.com

Subject: You're now the store owner of Intimaly

Dated January 8, 2026, 00:01 (email display time)

Evidence that the recipient was notified of store ownership by January 8, 2026; not proof of the exact transfer timestamp.

Gmail adir aharony <[redacted]>

You're now the store owner of Intimaly

1 message

Shopify <mailer@shopify.com> 8 January 2026 at 00:01
To: [redacted]

Hi adir aharony,

You are now the store owner for Intimaly. If you're the new business owner, you might want to review and update these store settings.

- Your primary payment method (in Billing settings)
- Your direct deposit information (in Payment Provider settings)

View settings

Learn more about running your business in the Shopify Help Center.

shopify

151 O'Connor Street, Ground floor, Ottawa ON, K2P 2L8

DOCUMENT 4

Creator Typeform Submission
December 16, 2025

Screenshots of the submission showing the stage name Protein Papi, uploaded files for packaging and website use, and the response date.

Source: Typeform response screenshots supplied by respondent.

admin.typeform.com/form/SyJWiwGN/results#responses

Work

Forms > Core Intimaly Form - Second part (collect ...

Content | Workflow | Connect | Share | Results

Smart Insights | Insights | Summary | Responses [3905]

bodies | All time | Filters | 1 result | Clear all | Generate test response

Respo...	Response type	Intimaly will create my toy and send a review link.	1 clear photo of your genital	1 non-explicit photo for the packaging	1 non-explicit photo for the website	Your Stage Name	
16 Dec 2025 19:38	Completed	I agree!	IMG_2335.jpeg	IMG_5182.png	IMG_5068.jpeg	Protein Papi	12

1 selected

16 Dec 2025 19:38 | Completed

Tags

+ Add tags

Intimaly will create my toy and send a review link.

I agree!

1 clear photo of your genital

IMG_2335.jpeg

1 non-explicit photo for the packaging

IMG_5182.png

1 non-explicit photo for the website

IMG_5068.jpeg

Your Stage Name

Protein Papi

Set selling price ($120-$200)

120

Twitter Username

Proteinpapi69

Hidden Fields

Email

bodiesbyleek@gmail.com

Ending

A. Performance Accelerator

Smart Insights | Insights | Summary | Responses [3905]

bodiesbyleek@gma | All time | Filters | 1 result | Clear all | Generate test response

Respo...	Response type	Intimaly will create my toy and send a review link.	1 clear photo of your genital	1 non-explicit photo for the packaging	1 non-explicit photo for the website	Your Stage Name	Set selling price ($120-$200)	Twitter Username	Ending	Email	Plan	Tags
16 Dec 2025 19:38	Completed	I agree!	IMG_2335.jpeg	IMG_5182.png	IMG_5068.jpeg	Protein Papi	120	Proteinpapi69	A. Performance Accelerator	bodiesbyleek@gmail.com	–	

DOCUMENT 5

Independent Contractor Agreement Creator Collaboration

Four-page agreement, including electronic-signature audit trail. Section 8.1 addresses licensing of creator-supplied content.

Source: Signed Independent Contractor Agreement supplied by respondent. IP addresses in the audit trail are redacted for privacy.

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made between Intimaly® ("Company") and Malik Halter ("Creator"). This Agreement outlines the terms under which the Company and Creator will collaborate to create and promote a product.

Engagement of Services
1.1. Intimaly hires the Creator to provide digital content creation services ("Services") to promote and sell products on Intimaly's platform.
1.2. The Creator is an independent contractor, not an employee, and has full control over how they perform the Services.
1.3. If the Creator does not reply within seven (7) days after the product is ready, Intimaly reserves the right to publish it on the website.
1.4. The Creator agrees to **PIN the email or Twitter conversation** with Intimaly if they wish to work together, to maintain organized communication.

Compensation
2.1. Intimaly will pay the Creator a commission based on their total approved or pending personal sales:

Sales under $4,000**: 25% commission.**
Sales between $4,000 and $8,000**: 35% commission.**
Sales above $8,000**: 55% commission.**

2.2. On average, creators on our platform sell $5,700 worth of products per month from Intimaly's website, making it easier to reach higher commission tiers.
2.3. The Creator is only compensated for items sold through Intimaly's platform.
2.3. The Company may withhold payments for orders canceled, refunded, or subject to charge-backs.

Pricing
3.1. The Creator agrees to price each item sold through Intimaly's platform at a minimum of $120 USD up to $200 USD.

Payment Terms
4.1. Payments will be made monthly via wire transfer to the Creator's designated US bank account or via Stripe payment link. A valid payment method must be provided to ensure timely payouts.

4.2. The minimum eligible amount for **withdrawal is $200**. If your balance is below this threshold, it will carry over to the following month. Promote your product to reach the minimum and ensure you can receive your payout.
4.3. Intimaly is not responsible for delays or errors in payment due to the Creator's failure to provide payment information. Intimaly is not liable for payment delays caused by external factors.

Genital Matching and Product Approval
5.1. Intimaly will match the creator's genitals to products with 60%-90% accuracy, which may not be exact.
5.2. The Creator must approve the product before it is added to the official collection. **If the Creator does not respond within seven (7) days after receiving the preview, the product will be made live on the website. It can only be taken down at the Creator's request.**
5.3. Only one revision is allowed. Similar products may be offered to other creators.

Production Cost Coverage and Fulfillment
6.1. Intimaly covers all production costs for the product.
6.2. Intimaly handles fulfillment, packaging, and shipping. The Creator incurs no costs for these processes.
6.3. The Creator is responsible only for promoting the product.
6.4. Intimaly will reship orders at no extra cost if shipping delays occur.
6.5. In the event of any issues with the order (packaging/wrong product, etc.), Intimaly is committed to addressing and resolving these problems promptly upon notification.

Promotional Responsibilities
7.1. The Creator will promote the product on social media platforms (e.g., OnlyFans, Twitter, Instagram, Reddit, Discord) at least once a month for a year.
7.2. The Creator will use engaging promotional strategies to maximize visibility and sales.
7.3. The Creator needs to connect to BixGrow, credentials will be provided by email.
7.4. The Creator must promote the product within seven (7) days of its creation. Failure to do so may breach the contract, allowing Intimaly to take necessary actions.
7.5. The Creator will have to **Retweet** a **pinned post from the @IntimalyGlobal** Twitter account to work with us. This ensures that we maximize the reach of our promotions and maintain consistency in our branding efforts.
7.6. The Creator will be added to the collection after making ten (10) sales. The Creator must notify Intimaly upon achieving ten (10) sales. If the Creator does not

make a minimum of ten (10) sales every three (3) months, they may be removed from the collection. However, their product will remain live on the Intimaly website for as long as they wish.

Ownership and Rights
8.1. The Creator retains all rights to their content but grants Intimaly a non-exclusive, worldwide, royalty-free license to use it for marketing and selling the products.
8.2. Intimaly has no ownership rights beyond this license.

Termination
9.1. Either party can terminate the Agreement with written notice. Intimaly will pay any unpaid compensation up to the termination date.
9.2. Disputes will be resolved between Intimaly and the Creator without involving external parties. If unresolved, the product link will be removed from Intimaly's website within 7 days, constituting the final resolution of the dispute.

Confidentiality
10.1. Both parties agree to keep proprietary or sensitive information confidential, including customer lists, pricing, and marketing strategies.
10.2. The Creator agrees not to disclose any such information online or through other media. Confidentiality obligations remain even after the Agreement ends.
10.3. The Creator cannot work with another company to create their own custom sex toy for 1 year.
10.4. Intimaly reserves the right to **reject the production of the toy at any point**, even if the Creator has submitted all required assets. Intimaly can also **remove the product from the site at its discretion** without prior notice to the Creator.
10.5. After signing this agreement, the Creator is prohibited from divulging any details of the contract or business dealings on social media or in public forums. Any attempt to defame or spread false information about Intimaly will be considered a **severe breach of contract**, potentially resulting in legal action for damages.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Authorized Representative Intimaly®: Nikolas Carter

Creator: MH

Audit Trail

DigiSigner Document ID: e0915767-4520-4d13-b03c-5a5a1e1dbb22

Signer

IP Address: [redacted]

Signature



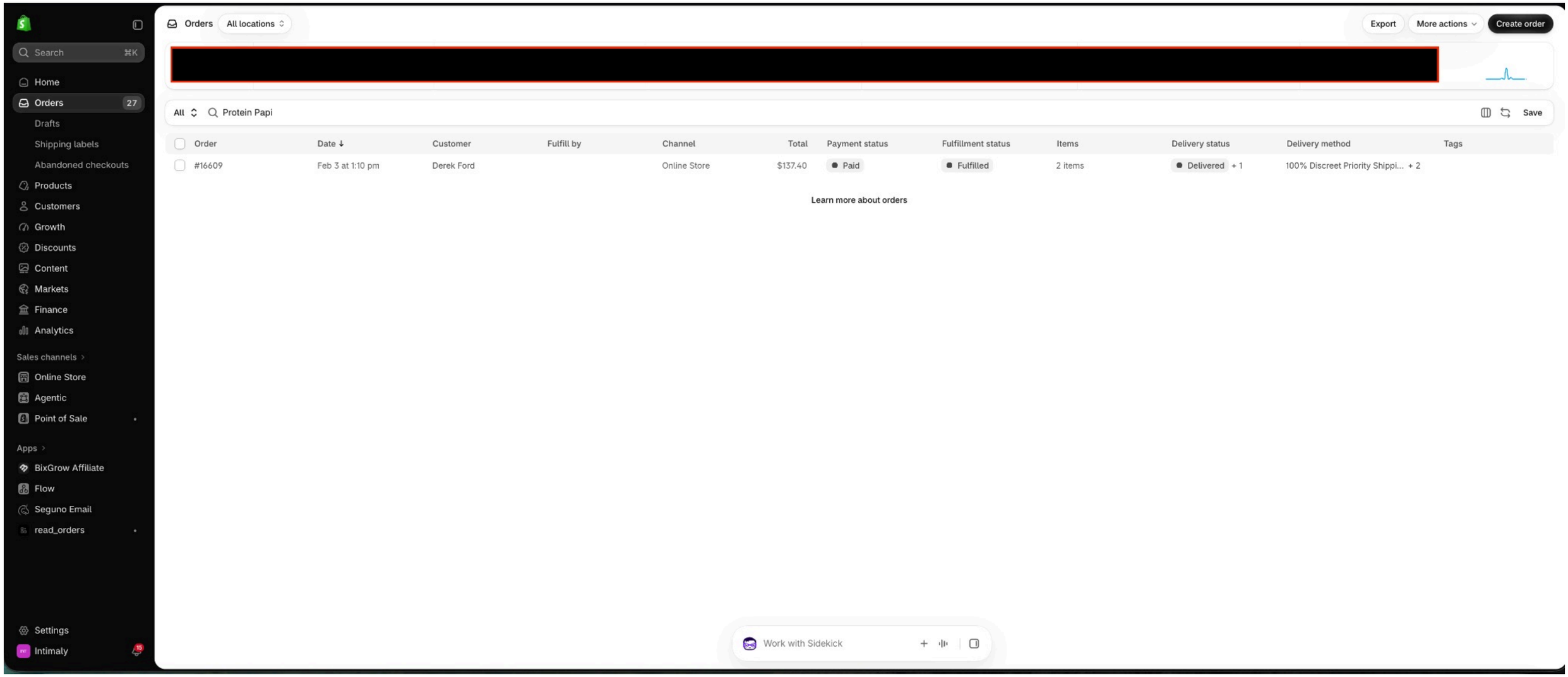
Event	User	Time	IP Address
Create as copy	admin+1@intimaly.com	12/16/2025 12:38:40PM EST	[redacted]
Send for signing	admin+1@intimaly.com	12/16/2025 12:38:40PM EST	
Open document	unknown	12/16/2025 12:38:40PM EST	
Sign document	unknown	12/16/2025 12:41:51PM EST	
Close document	unknown	12/16/2025 12:41:51PM EST	
Open document	admin@intimaly.com	02/17/2026 9:56:34AM EST	
Open document	admin@intimaly.com	02/22/2026 4:28:17AM EST	

DOCUMENT 6

Shopify Order Search
Protein Papi

Screenshot of Shopify order search showing one matching order,
dated February 3, 2026, under customer Derek Ford.
The screenshot reflects the displayed search results, not a certified sales audit.

Source: Shopify Admin screenshot supplied by respondent.


Orders
All locations
Export
More actions
Create order
Search ⌘K
Home
Orders 27
Drafts
Shipping labels
Abandoned checkouts
Products
Customers
Growth
Discounts
Content
Markets
Finance
Analytics
Sales channels
Online Store
Agentic
Point of Sale
Apps
BixGrow Affiliate
Flow
Seguno Email
read_orders
Settings
Intimaly
All
Protein Papi
Save
Order
Date ↓
Customer
Fulfill by
Channel
Total
Payment status
Fulfillment status
Items
Delivery status
Delivery method
Tags
#16609
Feb 3 at 1:10 pm
Derek Ford
Online Store
$137.40
Paid
Fulfilled
2 items
Delivered + 1
100% Discreet Priority Shippi... + 2
Learn more about orders
Work with Sidekick