

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Monica Bachner

1 **CURD, GALINDO & SMITH, L.L.P.**
ALEXIS GALINDO SBN 136643
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5
6 Attorneys for Plaintiff
ALYSA BECKNER

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 ALYSA BECKNER,

11 Plaintiffs,

12
13 vs.

14 TRILLER, INC., and DOES 1 through 10,
15 inclusive,

16 Defendants.
17

CASE NO. **21STCV36536**

COMPLAINT FOR:

- 18 (1) **BREACH OF CONTRACT;**
- 19 (2) **COMMON COUNT FOR WORK,**
- 20 **LABOR AND SERVICES;**
- 21 (3) **MONEY OWED;**
- 22 (4) **ACCOUNT STATED;**
- 23 (5) **UNJUST ENRICHMENT;**
- 24 (6) **BREACH OF COVENANT OF**
- 25 **GOOD FAITH & FAIR DEALING.**

DEMAND FOR JURY TRIAL

26 **TO ALL INTERESTED PARTIES:**

27 **COMES NOW**, Plaintiff ALYSA BECKNER; and alleges the following causes of action
28 against Defendants TRILLER, INC and DOES 1 through 10, inclusive, upon information and
belief as follows (hereinafter collectively referred to as "DEFENDANTS"):

THE PARTIES

1. At all relevant times, Plaintiff ALYSA BECKNER is an individual and a resident of
the County of Los Angeles, State of California (hereinafter referred to as "BECKNER").

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GENERAL ALLEGATIONS

7. PLAINTIFF, ALYSA BECKNER is an actress, film produced, television personality, celebrity host and promoter. Triller app is a social media platform phenomena and TRILLER needed Plaintiff's connections and capabilities to successfully promote Triller.

8. Following their introduction in Early 2020, Plaintiff and Defendant Triller, Inc began to discuss an agreement between Plaintiff and Defendants and they came to a mutual agreement that Plaintiff would become involved with the promotion and development of content for the Triller app. Triller, Inc agreed to pay Plaintiff \$5,000.00 USD to create and develop content for Triller, Inc.

9. The Plaintiff and Defendant entered into a written agreement, attached hereto as Exhibit A wherein the Defendant, Triller, Inc would pay Plaintiff the \$5,000,00 monthly and Plaintiff would provide Triller, Inc with Post two (2) Triller videos on Triller account, at least one per every other week, per month during the Term of this Agreement, (b) post both Triller Videos to Instagram post, at least one per every other week, per month during the Term of this Agreement, and (c) post both Instagram stories with a swipe up link (when activated by Instagram) to download Triller at least one per every other week, per month during the Term of the Agreement.

10. The Agreement was agreed to by Plaintiff and Defendant and signed by Plaintiff, Alysa Beckner and signed by Brian Blatz, General Counsel for Triller, Inc. The initial term of the Agreement was one year and the agreement would automatically renew annually.

11. The Parties mutually complied and carried out the terms of the Agreement. The Agreement was renewed in May of 2021 and Plaintiff continued to perform her obligations under the Agreement.

12. Triller, Inc on the other hand did not fulfill all of its obligations, including paying Plaintiff \$5,000.00 per month.

13. Triller, Inc has failed to pay \$5,000.00 for months, June, July, August and September.

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COMMON COUNT FOR WORK, LABOR AND SERVICES AGAINST ALL DEFENDANTS

25. Plaintiff incorporates by references the above paragraphs of this complaint as if fully set forth herein.

26. Within the last 90 days Defendants have become indebted to Plaintiff for work, labor and services performed by Plaintiff on its behalf in providing content as described in the Agreement.

27. Now there is due and owing and unpaid to Plaintiff, an amount to be established according to proof at the time of trial, for the reasonable value of Plaintiff's services rendered on behalf of Defendants.

**THIRD CAUSE OF ACTION
MONEY OWED AGAINST ALL DEFENDANTS**

28. Plaintiff incorporates by references the above paragraphs of this complaint as if fully set forth herein.

29. Within the past 90 days Defendants have become indebted to Plaintiff, for work, labor and services performed by Plaintiff on behalf of Defendants pursuant to the terms of the Agreement, and within the scope thereof.

30. Defendant Triller, Inc has failed, refused, and continues to fail and refuse to pay such outstanding sums, despite the fact that repeated demand has been made therefore, and despite the fact that Defendants did not, and has not ever, disputed any invoice incurred on its behalf by Plaintiff.

**FOURTH CAUSE OF ACTION
ACCOUNT STATED AGAINST ALL DEFENDANTS**

31. Plaintiff incorporates by references the above paragraphs of this complaint as if fully set forth herein.

32. In and around June 2021, an account was stated in the June 1, 2020 through October 1, 2021 invoices, between Plaintiff and Defendant wherein an account balance of

1 \$20,000.00 was found due and owing to Plaintiff from Defendant, Triller, Inc and DOES 1
2 through 10 services performed by Plaintiff on behalf of Defendants pursuant to the terms of the
3 Agreement.

4 **FIFTH CAUSE OF ACTION**

5 **UNJUST ENRICHMENT AGAINST ALL DEFENDANTS**

6 33. Plaintiff re-alleges and incorporates herein by reference all of the allegations of
7 Paragraphs 1 through 30 as though fully set forth herein.

8 34. Defendant, TRILLER, INC and DOES 1 through 10 received the unjust benefit of
9 having Plaintiff provide all of the content and material she produced in accordance with the
10 subject Written Agreement without payment.

11 35. Defendant's failure to pay Plaintiff, is unjust and at the inequitable expense of
12 Plaintiff.

13 **SIXTH CAUSE OF ACTION**

14 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH**

15 **AND FAIR DEALING AGAINST ALL DEFENDANTS**

16
17 36. Plaintiff incorporates by reference Paragraphs 1 through 35 of this complaint here,
18 as though set forth in full.

19 37. Plaintiff and Defendant entered into a written Agreement.

20 38. Plaintiff performed all of her obligations under the Agreement.

21 39. In every agreement there is an implied covenant of good faith and fair dealing by
22 each party not to do anything which will deprive the other parties of the benefits of the contract,
23 and a breach of this covenant by failure to deal fairly or in good faith gives rise to an action for
24 damages. *Sutherland v. Barclays Amer./Mort. Corp.* (1997) 53 Cal. App.4th 299.
25

26 40. It was established that the injury for the damages, of which Plaintiff is now
27 seeking, the \$5,000.00 owed for each month Plaintiff provided Triller, Inc with content pursuant
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1 to the written agreement, arose out of an act or omission occurring within the scope of Plaintiff's
2 relationship as an independent contractor for defendant.

3 41. Defendant TRILLER, INC unfairly denied payment to Plaintiff.

4 42. Defendant has failed to identify or provide any good faith reason for its refusal to
5 comply with the terms of the written Agreement .

6 43. Plaintiff has been harmed by Defendant's bad faith, conduct and failure to honor
7 Plaintiff's interest in the written Agreement.
8

9 WHEREFORE Plaintiff prays for relief, as follows:

- 10 1. For damages of TWENTY THOUSAND DOLLARS (\$20,000.00);
11 2. For prejudgment and post-judgment interest on that sum at the maximum legal rate;
12 3. For attorney's fees and costs according to proof as provided for under the Agreement;
13 and
14 4. For such other and further relief as the Court may deem just and prop

15
16 FOR ALL CAUSES OF ACTION

- 17 1. For costs of suit incurred herein;
18 2. For such other and further relief as the court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 PLAINTIFF hereby demands a trial by jury.

21 DATED: October 4, 2021

CURD, GALINDO & SMITH, L.L.P.

22
23 /s/ *Alexis Galindo*

24 _____
25 ALEXIS GALINDO
26 Attorneys for Plaintiff
27
28

EXHIBIT A

Alysa Beckner
3404 Alma Ave.
Manhattan Beach, CA 90266

May __, 2020

Dear Alysa,

This letter agreement (this "**Agreement**") sets forth the terms and conditions whereby you will provide certain services (as described in Schedule 1) to Triller, Inc., with offices located at 2121 Avenue of the Stars, Century City, California, a Delaware corporation (the "**Company**").

1. Services.

1.1 The Company engages you, and you accept such engagement, as an independent contractor to provide certain services to the Company on the terms and conditions set forth in this Agreement.

1.2 You shall provide to the Company the services listed on Schedule 1 (the "**Services**"). Both you and the Company acknowledge and agree that the Services you are providing are outside of the normal business performed by the Company.

1.3 The Company shall not control or direct the manner or means by which you, or your employees or contractors, perform the Services, including but not limited to, the time and place you perform the Services. You are customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed.

1.4 Unless otherwise stated on Schedule 1, you shall furnish, at your own expense, the materials, equipment, supplies, and other resources necessary to perform the Services.

1.5 You shall comply with all rules and procedures communicated to you in writing by the Company, including those related to safety, security, and confidentiality.

2. Term. The term of this Agreement shall commence as of the date set forth above and shall continue for a period of twelve (12) months. It will automatically be extended for another twelve (12) month period unless earlier terminated in accordance with Section 9 (the "**Term**").

3. Compensation and Expenses.

3.1 As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay you a fixed fee of five thousand dollars (\$5,000) per month during the Term of this Agreement (the "**Fee**"). You acknowledge that you will receive an IRS Form 1099-MISC from the Company, and that you shall be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.

3.2 The amount of compensation can be adjusted by mutual agreement in writing in accordance with Section 16.2.

3.3 The Company shall pay you the amount referenced in section 3.1 (or amended per Section 3.2) by electronic deposit. Payment will be made on the 1st working day of every month under the terms of the agreement. Your banking details will be provided separately.

3.4 You are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and in no event shall the Company reimburse you for any such costs or expenses.

4. Relationship of the Parties.

4.1 You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and the Company for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Company and you shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

4.2 Without limiting Section ~~4.1~~, you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest actually incurred by the Company. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors, and you shall be fully responsible for them and fully indemnify the Company against any claims made by or on behalf of any such employee or contractor.

5. Intellectual Property Rights.

5.1 The Company is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services or other work performed in connection with the Services or this Agreement (collectively, and including the Deliverables, "Work Product") including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "Intellectual Property Rights") therein. You irrevocably assign to the Company, for no additional consideration, your entire right, title, and interest throughout the world in and to such Work Product, including all Intellectual Property Rights therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.

5.2 To the extent any copyrights are assigned under this Section 5, you irrevocably waive in favor of the Company, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply.

5.3 You shall make full and prompt written disclosure to the Company of any inventions or processes, as such terms are defined in 35 U.S.C. § 100, that constitute Work Product, whether or not such inventions or processes are patentable or protected as trade secrets. You shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of the Company. Any patent application for or application for registration of any Intellectual Property Rights in any Work Product that you may file during the Term or thereafter will belong to the Company, and you assign to the Company, for no additional consideration, your entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom.

5.4 Upon the request of the Company, during and after the Term, you shall promptly take such further actions consistent herewith, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be necessary to assist the Company to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. In the event the Company is unable, after reasonable effort, to obtain your signature on any such documents, you hereby irrevocably designate and appoint the Company as your agent and attorney-in-fact, to act for and on your behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Work Product with the same legal force and effect as if you had executed them. You agree that this power of attorney is coupled with an interest.

5.5 Notwithstanding Section 5.1, to the extent that any of your pre-existing materials are incorporated in or combined with any Deliverable or otherwise necessary for the use or exploitation of any Work Product, you grant to the Company an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works thereof. The Company may assign, transfer, and sublicense such rights to others without your approval.

5.6 As between you and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to you by the Company ("**Company Materials**"), including all Intellectual Property Rights therein. You have no right or license to reproduce or use any Company Materials except solely during the Term to the extent necessary to perform your obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by the Company. You have

no right or license to use the Company's trademarks, service marks, trade names, logos, symbols, or brand names.

5.7 You shall require each of your employees and contractors to execute written agreements containing obligations of confidentiality and non-use and assignment of inventions and other work product consistent with the provisions of this Section 5.7 prior to such employee or contractor providing any Services under this Agreement.

6. Confidentiality.

6.1 You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company including, without limitation trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of the Company, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that you access or develop in connection with the Services, including but not limited to any Work Product, shall be subject to the terms and conditions of this clause. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.

6.2 Confidential Information shall not include information that:

(a) is or becomes generally available to the public other than through your breach of this Agreement; or

(b) is communicated to you by a third party that had no confidentiality obligations with respect to such information.

6.3 Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction, arbitrator or mediator, or a government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. You agree to provide written notice of any such order to an authorized officer of the Company within three (3) calendar days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

6.4 Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement:

(a) You will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(i) is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or

(ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(b) If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the Company's trade secrets to your attorney and use the trade secret information in the court proceeding if you:

(i) file any document containing the trade secret under seal; and

(ii) do not disclose the trade secret, except pursuant to court order.

7. Representations and Warranties.

7.1 You represent and warrant to the Company that:

(a) you have the right to enter into this Agreement, to grant the rights granted in this Agreement, and to perform fully all of your obligations in this Agreement;

(b) your entering into this Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are a party;

(c) you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, registrations required to perform the Services;

(e) except as previously disclosed in writing to the Company, the Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

(f) all Work Product is and shall be your original work (except for material in the public domain or provided by or on behalf of the Company) and does not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

7.2 The Company represents and warrants to you that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative, whose signature is set forth at the end of this Agreement, has been duly authorized by all necessary corporate action.

8. Indemnification.

8.1 You and the Company shall indemnify and hold harmless each other and your respective affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable outside attorneys' fees) arising out of or resulting from a third party claim for:

(a) bodily injury, death of any person, or damage to real or tangible personal property resulting from your acts or omissions; or

(b) your breach of any representation, warranty, or obligation under this Agreement.

8.2 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

9. Termination.

9.1 You or the Company may terminate this Agreement without cause upon thirty (30) days' written notice to the other party to this Agreement. In the event of termination pursuant to this clause, the Company shall pay you on a pro-rata basis any Fees then due and payable for any Services completed, up to and including the date of such termination.

9.2 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall promptly after such expiration or termination:

(a) deliver to the Company all Deliverables (whether complete or incomplete) and all materials, equipment, and other property provided for your use by the Company;

(b) deliver to the Company all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;

(c) permanently erase all of the Confidential Information from your computer and phone systems; and

(d) certify in writing to the Company that you have complied with the requirements of this clause.

9.3 The terms and conditions of this clause and Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 11, Section 12, Section 13, Section 17, and Section 18 shall survive the expiration or termination of this Agreement.

10. Other Business Activities. You may be engaged or employed in any other business, trade, profession, or other activity while providing services to the Company, in which case you agree to abide by the terms of Section 6 and Section 7.

11. Non-Solicitation of Employees. You agree that during the Term and for a period of twelve months following the early termination or expiration of this Agreement, you will not to disrupt or interfere with the business of the Company by directly or indirectly soliciting, recruiting, attempting to recruit, or raiding the employees of the Company, or otherwise inducing the termination of employment of any employee of the Company. You also agree and covenant not to use any of the Company's trade secrets and/or Confidential Information to directly or indirectly solicit the employees of the Company.

12. Assignment. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

13. Remedies. In the event you breach or threaten to breach Section 6 or Section 12 of this Agreement, you acknowledge and agree that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction, and that money damages might not afford an adequate remedy, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. This equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. Notwithstanding the foregoing, neither party may seek special, consequential or punitive damages.

14. Arbitration

14.1 Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including but not limited to the Services you provide to the Company, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding arbitration. Arbitration shall be administered by the American Arbitration Association and held in Los Angeles, California before a single arbitrator, in accordance with the American Arbitration Association's rules, regulations, and requirements, as well as any requirements imposed by California law. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. Arbitrator may award legal costs and fees to the prevailing party.

14.2 Except for representative claims which cannot be waived under applicable law and which are therefore excluded from this Agreement, the Parties waive the right to assert, participate in, or receive money or any other relief from any class or collective claims against each other in court, arbitration, or any other proceeding. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the Parties.

15. Governing Law, Jurisdiction, and Venue. This Agreement and all related documents including all schedules attached and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute are governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply.

16. Miscellaneous.

16.1 You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

16.2 All notices, requests, consents, claims, demands, waivers, and other communications (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice, and (b) the party giving the Notice has complied with the requirements of this Section.

16.3 This Agreement, together with any other documents incorporated by reference and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

16.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

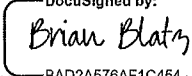
16.5 If any term or provision of this Agreement (with the exception of Section 3) is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16.6 This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

Very truly yours,

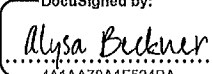
Triller, Inc.

DocuSigned by:

BY:BAD2A576AF4C454.....

Name: Brian W. Blatz, Esq.

Title: General Counsel

ACCEPTED AND AGREED:

DocuSigned by:

BY:4A1AA78A1F524BA.....

Name: Alysa Beckner

Date:

SCHEDULE 1

SERVICES

1. Post two (2) Triller videos on Triller account, at least one per every other week, per month during the Term of this Agreement, (b) post both Triller Videos to Instagram post, at least one per every other week, per month during the Term of this Agreement, and (c) post both Instagram stories with a swipe up link (when activated by Instagram) to download Triller at least one per every other week, per month during the Term of this Agreement.

EXHIBIT B

INVOICE

Ms. Alysa Paulina Beckner
3404 Alma Ave.
Manhattan Beach, CA. 90266
USA

Date: July 3rd, 2021
INVOICE # 06/21 – 13

To:
Kenny Lynch
Triller, Inc.

Monthly Compensation for **June 2021** in accordance with the Triller, Inc. Independent Contractor Consultant Agreement dated 05/30/2020

Total Due: **\$5,000.00**

The undersigned hereby certifies that it has complied with all applicable laws, regulations and administrative requirements in connection with the services performed for Triller; that the amount invoiced is true and correct; that such amount has not been heretofore paid and is not included in current unpaid invoices.

Make Payment to:

Alysa Beckner
Chase Bank
Account Number: 203119026
Chase Routing Number: 322271627

Sincerely,



Alysa Beckner

Alysa Beckner
3404 Alma Ave.
Manhattan Beach, California. 90266
USA

INVOICE

Ms. Alysa Paulina Beckner
3404 Alma Ave.
Manhattan Beach, CA. 90266
USA

Date: August 20th, 2021
INVOICE # 07/21 – 14

To:
Kenny Lynch
Triller, Inc.

Monthly Compensation for **July 2021** in accordance with the Triller, Inc. Independent Contractor Consultant Agreement dated 05/30/2020

Total Due: **\$5,000.00**

The undersigned hereby certifies that it has complied with all applicable laws, regulations and administrative requirements in connection with the services performed for Triller; that the amount invoiced is true and correct; that such amount has not been heretofore paid and is not included in current unpaid invoices.

Make Payment to:

Alysa Beckner
Chase Bank
Account Number: 203119026
Chase Routing Number: 322271627

Sincerely,



Alysa Beckner

Alysa Beckner
3404 Alma Ave.
Manhattan Beach, California, 90266
USA

INVOICE

Ms. Alysa Paulina Beckner
3404 Alma Ave.
Manhattan Beach, CA. 90266
USA

Date: September 2nd, 2021
INVOICE # 08/21 – 15

To:
Kenny Lynch
Triller, Inc.

Monthly Compensation for **August 2021** in accordance with the Triller, Inc. Independent Contractor Consultant Agreement dated 05/30/2020

Total Due: **\$5,000.00**

The undersigned hereby certifies that it has complied with all applicable laws, regulations and administrative requirements in connection with the services performed for Triller; that the amount invoiced is true and correct; that such amount has not been heretofore paid and is not included in current unpaid invoices.

Make Payment to:

Alysa Beckner
Chase Bank
Account Number: 203119026
Chase Routing Number: 322271627

Sincerely,



Alysa Beckner

Alysa Beckner
3404 Alma Ave.
Manhattan Beach, California. 90266
USA

INVOICE

Ms. Alysa Paulina Beckner
3404 Alma Ave.
Manhattan Beach, CA. 90266
USA

Date: September 2nd, 2021

INVOICE # 08/21 – 15

To:
Kenny Lynch
Triller, Inc.

Monthly Compensation for **August 2021** in accordance with the Triller, Inc. Independent Contractor Consultant Agreement dated 05/30/2020

Total Due: **\$5,000.00**

The undersigned hereby certifies that it has complied with all applicable laws, regulations and administrative requirements in connection with the services performed for Triller; that the amount invoiced is true and correct; that such amount has not been heretofore paid and is not included in current unpaid invoices.

Make Payment to:

Alysa Beckner
Chase Bank
Account Number: 203119026
Chase Routing Number: 322271627

Sincerely,



Alysa Beckner

Alysa Beckner
3404 Alma Ave.
Manhattan Beach, California. 90266
USA

INVOICE

Ms. Alysa Paulina Beckner
3404 Alma Ave.
Manhattan Beach, CA. 90266
USA

Date: October 4th, 2021

INVOICE # 09/21 – 16

To:
Kenny Lynch
Triller, Inc.

Monthly Compensation for **September 2021** in accordance with the Triller, Inc. Independent Contractor Consultant Agreement dated 05/30/2020

Total Due: \$5,000.00

The undersigned hereby certifies that it has complied with all applicable laws, regulations and administrative requirements in connection with the services performed for Triller; that the amount invoiced is true and correct; that such amount has not been heretofore paid and is not included in current unpaid invoices.

Make Payment to:

Alysa Beckner
Chase Bank
Account Number: 203119026
Chase Routing Number: 322271627

Sincerely,



Alysa Beckner

Alysa Beckner
3404 Alma Ave.
Manhattan Beach, California. 90266
USA

INVOICE

Ms. Alysa Paulina Beckner
3404 Alma Ave.
Manhattan Beach, CA. 90266
USA

Date: October 4th, 2021
INVOICE # 09/21 – 16

To:
Kenny Lynch
Triller, Inc.

Monthly Compensation for **September 2021** in accordance with the Triller, Inc. Independent Contractor Consultant Agreement dated 05/30/2020

Total Due: **\$5,000.00**

The undersigned hereby certifies that it has complied with all applicable laws, regulations and administrative requirements in connection with the services performed for Triller; that the amount invoiced is true and correct; that such amount has not been heretofore paid and is not included in current unpaid invoices.

Make Payment to:

Alysa Beckner
Chase Bank
Account Number: 203119026
Chase Routing Number: 322271627

Sincerely,



Alysa Beckner

Alysa Beckner
3404 Alma Ave.
Manhattan Beach, California, 90266
USA