

TGN Content Provider Agreement
Signature Terms
Confidential

In these Content Provider Agreement Signature Terms (the “Signature Terms”), and in the Content Provider Agreement below (the “Content Provider Agreement”), “You” or “you” means the Content Provider named below.

By signing below and clicking the Submit button, You represent, warrant, certify and/or covenant that You have read, understood, and agree to these Signature Terms and to the terms and conditions of the Content Provider Agreement below, including the attached Exhibit 1, You have had the opportunity to seek independent legal advice before signing these Signature Terms and thereby entering into the Content Provider Agreement below and that, if You did not do so, You did not do so voluntarily without any undue pressure by the Company or otherwise, and You agree that your failure to obtain independent legal advice shall not be used by You as a defence to the enforcement of your obligations under these Signature Terms or the Content Provider Agreement.

Signature:

Signature: 
Mäx Masterman (Mar 11, 2014)

Email: e2073403@drdrb.com

Full Legal Name of Content Provider:

Mäx Masterman

If Content Provider is a company or other entity, full legal name of person authorized to sign on behalf of the company or entity:

Content Provider's Address:

(Street Address, City, Province/State, Country, Postal/Zip Code)

Einbahnstraße 69, Gondola, 65024, Europe

Content Provider's Email address for receiving notices:

e2073403@drdrb.com

Content Provider's Email address to send PayPal payments to:

e2073403@drdrb.com

Name of recruiter / team lead / content aggregator:

(This should have been provided to you by your BBTV Network contact)

Matty S' mum

*Content Provider's Email address associated with Provider's YouTube account(s):
(If more than one, separate by spaces in same order as associated YouTube Channel URLs
below)*

e2073403@drdrb.com

*YouTube Channel URL's:
(If more than one, separate by spaces in the same order as associated email addresses above)*

youtube.com/e2073403

If the Signatory signing is under the age of 19, or under the legal age limit where the Signatory resides for entering into binding contracts, then the parent/legal guardian will need to co-sign these Signature Terms and the Content Provider Agreement as follows:

By entering a checkmark in this field: (i) I represent and warrant that I am the Legal Guardian of the above Signatory; (ii) I hereby guarantee the compliance with, and performance of, the Content Provider Agreement below and these Signature Terms by the above named Content Provider, and without limiting the foregoing, agree to be bound by the covenants of the Content Provider set out in the Content Provider Agreement and these Signature Terms, including without limitation, Section 9(A) (Indemnification) of the Content Provider Agreement, and to indemnify BroadbandTV Corp. from and against any and all costs, losses and liabilities for any non-compliance with, or non-performance of, the Content Provider Agreement by the Content Provider; and (iii) I hereby co-sign these Signature Terms and the Content Provider Agreement on behalf of myself and the Signatory.

Print Full Legal Name of Legal Guardian:

Email of Legal Guardian:

If the Legal Guardian has not co-signed above, then the Signatory, by signing and clicking the Submit button, hereby represents and warrants that he or she is 19 years of age or older, and is of legal age of majority where the Signatory resides and is legally competent and authorized to enter into these Signature Terms and the Content Provider Agreement below on behalf of the above named Content Provider.

THIS CONTENT PROVIDER AGREEMENT (this “**Agreement**”), is made and entered into by **BroadbandTV Corp.**, with a principal place of business at #1500 – 777 Hornby St., Vancouver, B.C. V6Z 2T3 (“**BBTV**”) and the Content Provider named above (“**Provider**”).

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, BBTv and Provider agree as follows:

1. Application of Agreement.

This Agreement applies to Provider Content in association with BBTv’s TGN brand. BBTv may, during the term of this Agreement, change the brand association from time to time to any other brand then owned or operated by BBTv. The Signature Terms accompanying this Agreement shall be deemed to form part of this Agreement.

2. Definitions.

The definitions to the capitalized terms below can be found at the following URL: <http://tgn.tv/agreement-guidelines/2014/> which can be accessed with the following password: @Ce5gr88!

Affiliates	CPM (if applicable)	Playback Pages
BBTV Ads	Effective Date	Promotional Material
Business Contact	End User	Provider Channels
BBTV Channels	Google	Provider Content
Claim	Network	Provider Video
Claimed Video	Network Partner	Titles
CMS	Partner or partner	User Videos

3. Obligations of BBTv.

BBTV and/or its partners and Affiliates will, subject to the terms and conditions of this Agreement: (A) Claim applicable User Videos, if any, that BBTv may detect from time to time, in accordance with its applicable standard practices; (B) provide usage tracking and reporting of aggregate viewership data of each of the Titles at such time or times (generally monthly) and in such form as BBTv may determine in its sole discretion from time to time, subject to receipt of necessary reports from Google and other appropriate Network Partners; and (C) allow access by Provider to BBTv’s “optimization”, analytics or other online tools which BBTv makes available generally to its content providers, on substantially the same terms and conditions as such tools are made available generally to its other content providers.

4. Obligations of Provider.

Provider will: (A) upload Provider Videos to Provider Channels; (B) promptly make all Provider Videos created by or for Provider during the Term available to BBTv and/or its Network Partners and Affiliates, (including, without limitation, for streaming, downloading, displaying and other distribution on the Network); (C) provide to BBTv all metadata for such Provider Video, and where available, video previews for such Provider Video, in a form acceptable to BBTv; (D) promptly take all such action as may be required by BBTv in order to permit Provider Videos and Provider Channels to be included in BBTv’s CMS; (E) promote BBTv and its brands on Provider’s Internet site and Provider Channels in a manner agreed upon by both

parties acting reasonably; (F) comply with all policies and procedures of BBTV as may be in effect from time to time, including, without limitation, applicable Network end user agreements and privacy policies, and BBTV content policy guidelines in effect from time to time; (G) provide BBTV with graphics suitable for Provider, Provider Channels and Title identification by viewers; (H) manage logistical development and maintenance of Provider Channels; and (I) comply with all applicable laws.

5. Network Policies, Procedures and Terms and Conditions.

All rights and obligations of the parties in this Agreement shall be subject to all rights, policies, guidelines and terms and conditions of the applicable Network Partner or Partners (including without limitation, Google) respecting videos uploaded to the Network (including without limitation, to YouTube). Provider hereby agrees with BBTV to comply with all such rights, policies, guidelines and terms and conditions.

6. License.

Provider hereby grants to BBTV and its Affiliates a transferable royalty free right (but not the obligation) and license, worldwide, during the Term for itself, its Affiliates, its sublicensees and third parties acting on BBTV's behalf to:

- (a) Use, reproduce, distribute, prepare derivative works of, display and perform Provider Content across the Network or in connection with BBTV's business or both, including, without limitation, to display Titles on BBTV Channels either in addition to or to the exclusion of Provider Channels;
- (b) Claim User Videos across the Network;
- (c) Sell and manage advertising on or in connection with Provider Content and Claimed Video, including without limitation, to fill with BBTV Ads all ad inventory on Playback Pages and within any network video player when the Provider Content or Claimed Video is displayed. All such BBTV Ads may be sold and will appear in the style and format offered by BBTV and its network of ad Partners and as may be modified from time to time by BBTV;
- (d) Sell and manage sponsorship and brand integration on or in connection with Provider Content and Claimed Video, if possible;
- (e) Otherwise manage all or any part of Provider Content and Claimed Video that BBTV determines from time to time in its sole discretion;
- (f) Do any or all of the following at BBTV's sole discretion from time to time: (i) reproduce, incorporate and encode Provider Content for distribution across all or any part of the Network; (ii) distribute Promotional Material across the Network for display on or in connection with Provider Content; (iii) incorporate BBTV's or any of its Affiliates' name, trademarks, brands and/or logos in association with Provider Content in such manner as BBTV may determine, including without limitation, at the beginning or end or during the display of a Title, or, if possible, a Claimed Video, (including without limitation as a transparent overlay); (iv) convert, render, encode, and transcode 2D Titles into 3D; (v) edit Titles into individual segments, clips, or scenes for distribution across the Network and for promotion of Provider Content, BBTV or any of its Affiliates, and the Network or any part thereof, including without limitation, on BBTV Channels; (vi) create subtitled foreign language versions for sale to foreign territories; and (vii) utilize Claimed Videos as part of Promotional Material and distribute such Promotional Material across the Network;
- (g) Use, publish, reproduce, broadcast, exhibit and display Provider's name, image, likeness, trademarks, service marks, trade names, monikers, copyright or other rights in and names of the Provider Content in connection with BBTV's services under this Agreement,

including without limitation, the promotion of, or sale of advertising on or in connection with, the Provider Content or Claimed Video; and

- (h) Otherwise use, distribute or otherwise deal with Provider Content to perform all obligations, and exercise all rights, of BBTV as set out in this Agreement.

The rights set out in subsections 6 (a) - (f) and (h) are granted on an exclusive basis, subject to Section 5, and the rights in subsection 6(g) are granted on a non-exclusive basis.

7. Financial Terms.

(A) “BBTV Revenues” from any revenue source described in any category set forth on Exhibit 1 (a “Revenue Source”), means the revenues actually received by BBTV from such Revenue Source. “Net BBTV Revenues” from any Revenue Source means all BBTV Revenues from such Revenue Source, less all of the following levied, charged, paid or payable in respect of such BBTV Revenues: sales, use, excise, and other taxes (other than net income taxes) and all other government levies, fees and charges; advertising related fees (including without limitation commissions, whether payable to employees or consultants of BBTV or any of its Affiliates or to third parties, and amounts owed to advertising providers); amounts due to Network Partners; amounts due to third party rights holders, if any for the use or distribution of such third party’s sound recordings, compositions, or other audio, video, or audio/video elements contained in any Provider Video where the right to use such element(s) was provided by or through BBTV; and amounts due to BBTV’s or its Affiliates’ content aggregators, if any. All BBTV Revenues from any Revenue Source, and corresponding Net BBTV Revenues from such Revenue Source, associated with BBTV’s direct sales efforts shall be calculated on a per-country basis. Subject to the terms and conditions of this Agreement, including but not limited to Section 7(D) and Section 12(G), BBTV shall remit to Provider in respect of Net BBTV Revenues from each Revenue Source, an amount equal to the percentage set out for such Revenue Source on Exhibit 1 of such Net BBTV Revenues. All currencies in this Agreement are in US Dollars. BBTV shall only be responsible for reporting and payments to Provider related to Provider Content that has been associated with correct Custom IDs, if applicable. All amounts to be remitted to Provider shall constitute a debt owed by BBTV to Provider and Provider shall have no ownership or other interest in any BBTV Revenues or Net BBTV Revenues. BBTV may deduct and withhold from amounts due to Provider hereunder all amounts which BBTV is so required to deduct and withhold pursuant to applicable law, and may remit the same to the applicable authority, and BBTV shall have no liability to Provider therefor.

(B) BBTV shall pay Provider all monies due via PayPal, or via such other method as BBTV may determine upon email notice to Provider, within 30 days following BBTV’s receipt of payment of BBTV Revenues from a Revenue Source provided that (i) Provider’s earned balance is \$20 or more and (ii) this Agreement has been in effect for at least sixty (60) days. If Provider’s earned balance is less than \$20 but greater than \$1, BBTV will pay Provider’s earned balance within approximately forty-five (45) days following the end of the calendar year, or the end of the calendar month in which the Provider’s earned balance exceeds \$20, whichever comes first. In the event that this Agreement is terminated, BBTV shall pay Provider’s earned balance to Provider within approximately ninety (90) days after the end of the calendar month in which BBTV recognizes that the Agreement has been terminated, but in no event shall BBTV make payments for any earned balance less than \$10. In the event that any payments due cannot be processed through to Provider as a result of incorrect payment information provided by Provider, including without limitation, an incorrect PayPal address, Provider shall forfeit Provider’s right to receive such payments after BBTV has attempted to process such payments once a month for two months following termination of this Agreement and such payments shall thereupon belong exclusively to BBTV. BBTV shall have no obligation to attempt to contact Provider in respect

of such payments or any incorrect payment information provided by Provider, it being the sole responsibility of Provider to ensure that all payment information is correct and sufficient for the processing of payments.

(C) BBTV will not be liable for any expenses Provider incurs in connection with its performance under this Agreement. Without limiting the generality of the foregoing Provider shall be responsible for procuring and paying for all necessary rights, licenses and clearances with respect to Provider Content, including without limitation for procurement of rights from and payments to artists, actors, producers, composers, musicians, singers, royalty holders, licensors, agencies and other rights holders. Provider will be an independent contractor and not an employee or agent of BBTV and BBTV will not be responsible for remitting any taxes on behalf of Provider. All amounts paid by BBTV to Provider are inclusive of any and all taxes and other government-related fees, charges or other levies which Provider may be required to collect from BBTV and/or pay in respect of such amounts or otherwise in respect of this Agreement.

(D) Notwithstanding any other provision in this Agreement, BBTV shall not be liable for any payment based on (a) any amounts which result from invalid queries, or invalid clicks on BBTV Ads, generated by any person, bot, automated program or similar device, including, without limitation, through any clicks or impressions (i) originating from Provider's IP addresses or computers under Provider's control, or (ii) solicited by payment of money, false representation or request for End Users to click on BBTV Ads; (b) BBTV Ads delivered to End Users whose browsers have JavaScript disabled; (c) BBTV Ads benefiting charitable organizations; (d) BBTV Ads and its partners' advertisements for their own products and/or services; (e) clicks commingled with a significant number of invalid clicks described in (a) above, or (f) as a result of any breach of this Section 7(D) or Section 12(G) of this Agreement by Provider. BBTV reserves the right to withhold payment otherwise due to Provider pending BBTV or its partners' reasonable investigation of any activity referred to in such Sections or of any breach or suspected breach of this Agreement by Provider. Provider agrees to cooperate with BBTV and its partners in their investigation of any of the foregoing.

(E) The Provider will complete, sign and send to BBTV all such government and other forms as may be required by applicable law or reasonably required by BBTV in connection with this Agreement. Without limiting the generality of the foregoing, U.S. citizens and residents shall complete, sign and return a W9 form.

8. Intellectual Property Rights; Press Release; Channel Views/Rollups.

(A) The term "Feedback" shall mean any and all feedback, information, suggestions, ideas, or other materials (whether verbal, written or other) that the Provider and any and all Provider's employees, agents and consultants submit to BBTV in the course of evaluating or considering any confidential information or other proprietary information or materials of BBTV, or otherwise in connection with products or services which BBTV provides to third parties, including without limitation, the subject-matter of this Agreement. All rights, title and interest in Feedback shall be solely owned by, and are hereby assigned by Provider (on behalf of itself and such employees, agents and consultants) to, BBTV. Provider hereby waives any and all moral rights in such Feedback. Provider agrees, without further compensation, to execute and deliver to BBTV all further assignment instruments and waivers, including without limitation, waivers of all moral rights, relating to such Feedback without further compensation and to do all other things and execute all other documents necessary in order to secure, evidence and/or perfect BBTV's title in such Feedback or waiver of moral rights upon request from BBTV from time to time.

(B) Subject to Section 8(A), the parties acknowledge and agree that any proprietary property and rights, including any copyrights, trademarks, service marks, trade names, monikers, trade dress, patents or other intellectual property, that has been or will be provided by either party to the other party hereunder will remain the sole and exclusive property of the providing party.

(C) At either party's option, such party may announce its relationship with the other party with a press release, subject to the other party's written approval, which shall not be unreasonably withheld or delayed.

(D) As of the Effective Date of this Agreement and throughout the Term of this Agreement, all views and impressions derived from the transmission of Provider Content and Claimed Video to End Users on Playback Pages shall be included or 'rolled up' exclusively into BBTv's views and impressions.

9. Warranties and Indemnification; Non-Solicitation

(A) THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. PROVIDER REPRESENTS AND WARRANTS THAT PROVIDER HAS THE RIGHT TO ENTER INTO AND PERFORM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, TO GRANT THE LICENSE SET OUT IN SECTION 6. Without limiting the generality of the foregoing, Provider represents and warrants to BBTv that (i) Provider is the sole and exclusive legal and beneficial owner of all rights in and to the Provider Content, and has the right to license, distribute, sublicense, convey the rights granted herein and/or Claim, all Provider Content and User Videos, and all marks, trade names monikers and trade dress provided by Provider hereunder or otherwise represented to be Provider's, and that no further permission, release or consent is required from and no compensation is payable to any other entity in connection with BBTv's use of the Provider Content; (ii) any metadata provided by Provider for the Provider Content will be complete and accurate and will conform to all of BBTv'S and any of its Affiliates' parameters for metadata and content specifications; (iii) the Provider Content adheres and shall at all times adhere to all applicable content policy guidelines and terms and conditions of BBTv or any of its Affiliates, Google and any other Network Partner; (iv) the Provider Content does not and will not infringe any third party rights or violate any laws; and (v) the Provider Content may be distributed worldwide without any legal limitation either from any applicable law, rule or regulation of any applicable jurisdiction or in violation of any contractual or other obligation of Provider. PROVIDER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BBTv, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AGENTS AND CONSULTANTS FOR ANY CLAIMS, DAMAGES, LIABILITIES, LOSSES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES AND COSTS) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY PROVIDER CONTENT, CLAIMED VIDEO, ANY TAXES OR GOVERNMENT-RELATED FEES, CHARGES OR OTHER LEVIES WHICH PROVIDER IS REQUIRED TO PAY IN CONNECTION WITH THIS AGREEMENT, ANY BREACH OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES OF PROVIDER HEREIN), OR NEGLIGENCE, AND/OR WILFUL MISCONDUCT, BY PROVIDER. Provider will cooperate as fully required by BBTv in the defense of any claim. BBTv reserves the right to assume the exclusive defense and control of any matter subject to indemnification by Provider, and Provider will not in any event settle any claim without the prior written consent of BBTv.

(B) The Provider will not, either during the Term of this Agreement or for twelve (12) months following termination thereof, directly or indirectly, either individually or jointly or in partnership or in conjunction with any party, as principal, agent, employee, consultant, shareholder, guarantor, creditor, partner, advisor, or in any other manner or capacity whatsoever: (a) solicit, entice, persuade or induce any Business Contact to terminate, reduce or refrain from entering into, renewing or extending such Business Contact's contractual or other relationship with BBTV or any of its Affiliates; or (b) solicit, entice, persuade or induce any Business Contacts employed, retained or used by BBTV or any of its Affiliates, to terminate or refrain from renewing or extending such employment or other relationship with BBTV or such Affiliate. The restrictions in this Section 9(B) will only apply to the extent the Provider knows, or should reasonably have known, that the Business Contacts solicited, enticed, persuaded or induced by the Provider were Business Contacts.

10. Term and Termination.

(A) Subject to Section 10(B), the term of this Agreement will begin on the Effective Date for an initial term of one (1) year; and this Agreement will automatically renew at the end of the initial one-year term for a subsequent one-year term, and for subsequent consecutive one-year terms thereafter, with each subsequent period to automatically renew at the end of the one-year term then in effect, unless terminated on written notice given by either party not less than 30 days prior to the expiration of the then current one-year term. "Term" shall mean the initial term and any and all renewal terms.

(B) BBTV shall have the right to terminate this Agreement during the Term: (i) upon a material default or breach by Provider of any of its obligations under this Agreement, unless within thirty (30) days after written notice of such default, the Provider remedies such default to the satisfaction of BBTV; or (ii) immediately upon notice, if the Provider becomes insolvent or seeks protection under any bankruptcy, receivership, creditor's arrangement, or comparable proceeding; (iii) immediately upon notice if all Provider Content is withdrawn, and Provider is unable to provide alternative Titles acceptable to BBTV; (iv) upon 30 days' written notice, for any reason; or (v) immediately upon notice if any infringement of copyright claim, demand, proceeding or action is taken or threatened against BBTV or any of its Affiliates in respect of any Provider Content or Claimed Video. Termination of this Agreement by BBTV shall be in addition to, and not in lieu of, any other right or remedy BBTV may have in respect of the reason for termination.

(C) BBTV reserves the right to immediately withdraw or limit Provider Channels and any Title from promotion, download, display or distribution on the Network upon a material default or breach by Provider of any of its obligations under this Agreement.

(D) Upon termination of this agreement, all Titles, Provider Channels and Claimed Video under BBTV's CMS shall be released. It shall be the responsibility of Provider to ensure that such releases are effected, and BBTV shall not be liable to Provider for any delay in effecting any release.

11. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BBTV, ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, "BBTV PARTIES") BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO,

DAMAGES FOR LOSS OF PROFITS OR FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EVEN IF FORESEEABLE OR EVEN IF ANY OF THE BBTV PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE BBTV PARTIES ASSUME NO RESPONSIBILITY FOR DOWNTIME OF THE NETWORK OR FOR THE LOSS OF INFORMATION, DATA RECORDS, PROVIDER CONTENT OR CLAIMED VIDEO. **THE MAXIMUM LIABILITY OF BBTV UNDER OR RELATING TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF NET BBTV REVENUES ACTUALLY RECEIVED AND RETAINED BY BBTV IN THE THREE MONTHS PRIOR TO THE EVENT WHICH GAVE RISE TO THE LIABILITY HEREUNDER, AFTER DEDUCTING THEREFROM AMOUNTS PAID OR DUE TO PROVIDER IN RESPECT THEREOF.** Provider shall not bring any lawsuit, claim or legal proceeding against any of the BBTV Parties or any of their respective partners including Google, for any intellectual property infringement or other claim related to Provider Content, Claimed Video or intellectual property of BBTV, any of its Affiliates or any of their respective partners.

12. Miscellaneous.

(A) Various Rights and Liabilities. BBTV reserves the right to not display, distribute, download or promote, or to cease displaying, distributing, downloading or promoting, or to withdraw from BBTV services, all or any part of Provider Content, and to release any claim on Claimed Video, for any reason in its sole and exclusive discretion or to impose limitations related to the same, entirely with no liability to BBTV. Provider is solely responsible for all Provider Content and BBTV does not endorse any Provider Content and disclaims all liability relating thereto. BBTV has the right to accept or reject Provider Content based on certain standards that BBTV may determine in its sole discretion including standards related to content that contains any pornographic, hate-related, violent, or illegal content, provided however that BBTV has no obligation to prescreen, monitor, edit or otherwise approve, any Provider Content. Notwithstanding Section 3(A) hereof, BBTV may conduct searches for User Video from time to time in its sole discretion, but shall not be bound to do so. Provider agrees and accepts that BBTV does not guarantee that Provider Content will be distributed across the Network or displayed on any BBTV Channel, that any User Videos will be Claimed by BBTV, or that any particular amount of Net BBTV Revenues will actually be received by Provider, if any. BBTV reserves the right to remove any Provider Content from the Network, release any Claims related to Provider Content or Claimed Video, and/or remove Provider Channel(s) from the Network at its sole discretion.

(B) Entire Agreement, Etc. This Agreement contains the entire agreement of the parties with respect to the provision by the Provider of the goods and services described in this Agreement and supersedes all prior written or oral agreements of the parties with respect thereto, but shall not supersede any other agreement between the parties with respect to the provision of goods or services to BBTV in any capacity other than a content provider. Amendments to this Agreement shall be in writing and executed by the parties. The failure or delay of either party to enforce any of its rights under this Agreement will not be deemed a continuing waiver or a modification thereof. Paragraph headings used herein are for convenience only, and will not be deemed a part of this Agreement. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. This Agreement may not be assigned by Provider without prior consent of BBTV. BBTV may, without Provider's approval, freely assign its rights and obligations hereunder to any third party. Sections 8 (Intellectual Property), 9 (Warranties and Indemnification; Non-Solicitation), 11 (Limitation of Liability), and 12 (Miscellaneous) (including without limitation Sections 12(F) (Confidentiality)) and 12(I) (Non-

Disparagement) and all other terms and conditions so intended to survive shall survive the termination of this Agreement.

(C) Notices. All notices and other communications under this Agreement will be in writing and sent: (i) if to BBTV, to the address first written above; and (ii) if to Provider, to Provider's email address for receiving notices provided to BBTV.

(D) Venue And Choice Of Law. This Agreement shall be governed by the laws of British Columbia, Canada (without regard to its conflict of laws principles) and by the federal laws of Canada applicable therein. The Provider attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia, Canada.

(E) Dispute Resolution. Any disputes under this Agreement will be submitted to binding arbitration. Upon any dispute about which a party requests adjudication, BBTV and Provider will negotiate for a period of up to ten (10) business days to mutually select three arbitrators. If BBTV and Provider cannot agree on three arbitrators, then each of BBTV and Provider will select one (1) arbitrator and the selected arbitrators will appoint a third arbitrator. The arbitration will be conducted under: (i) the International Commercial Arbitration Act, British Columbia, in the event that the Provider is resident or has its registered office located outside of Canada; or (ii) in all other cases, the Commercial Arbitration Act, British Columbia. The decision of the arbitration panel will be final and binding on both BBTV and Provider. Notwithstanding the foregoing, BBTV may seek injunctive or other equitable relief from any court of competent jurisdiction to remedy a breach or threatened breach of this Agreement.

(F) Confidentiality. Proprietary or other confidential information of BBTV or its partners or their respective Affiliates, including without limitation, financial information, information related to BBTV's or any of its Affiliates' products or services, software programs, software source documents, business partners, trade secrets and other intellectual property, or the terms and conditions of this Agreement (collectively, the "Confidential Information") that is or becomes known to Provider shall be kept strictly confidential by Provider. Such above mentioned information shall not be disclosed by Provider to any third party except: (i) as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, Provider shall notify BBTV before such disclosure so as to give BBTV an opportunity to apply for a confidentiality order or similar remedy) (ii) as part of the normal reporting or review procedure to Provider's accountants, auditors, employees, legal counsel, and employees of partners, parent and subsidiary companies, provided such persons agree to be bound by this confidentiality provision prior to any disclosure and that only that confidential information which such persons strictly need to know to for performance of their regular responsibilities to Provider may be disclosed to such persons; (iii) information which has entered the public domain through no fault of Provider or any persons to whom Provider has provided Confidential Information as permitted hereunder; and (iv) with the prior written consent of BBTV. Provider shall not use any Confidential Information except as necessary for the express purpose of carrying out Provider's obligations under this Agreement.

(G) Action Fraud. Provider will not, and will not authorize any third party to, directly or indirectly, generate automated, fraudulent, or otherwise invalid advertising actions. If, in BBTV's reasonable business judgment, activity related to Provider Content or Claimed Video is suspected or determined to be so-called 'action fraud', 'click fraud', or 'impression fraud', or fraud of any other kind, whether in any automated or human way, by the use of a person, automated script or computer program, to click on any form of response mechanism, annotation,

or advertising unit, or any other fraudulent means, to increase impressions, skew results or imitate a legitimate user of a web browser, BBTV may withhold any payments owed and has the right to terminate this Agreement until such time as the matter is resolved to BBTV's reasonable satisfaction.

(H) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction or other proper authority to be unenforceable, invalid, illegal, or void, in whole or in part, such determination shall not render this Agreement unenforceable or invalid as a whole and such provision shall be severed from this Agreement; provided, however, that such court or proper authority shall have the power to change and interpret such provision so as to best accomplish its objectives within the limits of applicable law or applicable court decisions, including, if the invalidity or unenforceability is due to the duration or scope of such provision or the area covered thereby, the power to reduce the duration, scope or area of such provision, and to enforce such provision as so reduced or changed.

(I) Non-Disparagement. Provider agrees not to make, cause to have made, publish or cause to have published, in any form of media or communication (including without limitation, verbal communication), any statement or communication that criticizes, ridicules, disparages or is derogatory of BBTV or any of its Affiliates or any of their respective directors, officers, employees or consultants.

(J) Execution. This Agreement will be considered to be executed by both parties when signed by Provider in the manner required, submitted to BBTV or as otherwise directed by BBTV in a manner acceptable to it, and an email or other electronic communication has been sent by or on behalf of BBTV to Provider attaching BBTV's electronic counter-signed copy of this Agreement.

EXHIBIT 1**CATEGORY 1 - TITLES ON PROVIDER CHANNELS:**

<u>Revenue – Generating Activity</u>	<u>Revenue Source and Amount to be remitted to Provider - Equivalent to:</u>
BBTV Ads	60% of Net BBTV Revenues from BBTV Ads displayed and viewed on or in relation to Titles on Provider Channels
Pay Per View/Rental, Subscription and Download to Own Models	60% of Net BBTV Revenues from (i) rental fees for the purchase of the right to download and view a Title on a Provider Channel; (ii) membership fees for the purchase of a membership to Titles on a Provider Channel, excluding subscriptions under BBTV’s “basic” monthly service fee; and (iii) fees for the purchase of the right to download and own a Title on a Provider Channel.

CATEGORY 2 - TITLES ON BBTV CHANNELS:

<u>Revenue – Generating Activity</u>	<u>Revenue Source and Amount to be remitted to Provider - Equivalent to:</u>
BBTV Ads	50% of Net BBTV Revenues from BBTV Ads displayed and viewed on or in relation to Titles on BBTV Channels.
Pay Per View/Rental, Subscription and Download to Own Models	50% of Net BBTV Revenues from: (i) rental fees for the purchase of the right to download and view a Title on a BBTV Channel; (ii) membership fees for the purchase of a membership to Titles on a BBTV Channel, excluding subscriptions under BBTV’s “basic” monthly service fee; and (iii) fees for the purchase of the right to download and own a Title on a BBTV Channel.

CATEGORY 3 - CLAIMED VIDEO:

<u>Revenue – Generating Activity</u>	<u>Revenue Source and Amount to be remitted to Provider - Equivalent to:</u>
BBTV Ads	50% of Net BBTV Revenues from BBTV Ads displayed and viewed on or in relation to Claimed Video.

CATEGORY 4 - ALL TITLES:

<u>Revenue – Generating Activity</u>	<u>Revenue Source and Amount to be remitted to Provider - Equivalent to:</u>
Sponsorships and Brand integration, including but not limited to product placement	50% of Net BBTV Revenues from sponsorships and brand integration associated with Titles.