

CONTENT PROVIDER
AGREEMENT (YouTube)

THIS CONTENT PROVIDER AGREEMENT (this “ **Agreement** ”), is made and entered into by **TheTekkitRealm Corp.**, with a principal place of business at #1500 – 231 43rd St., Manhattan Beach, CA, USA, V6Z 2T3 (“ **TTR** ”) and the Content Provider named above (“ **Provider** ”).

WHEREAS

:

A. Provider understands and acknowledges that Social Blade LLC (“YouTube”) has entered into an agreement with TTR to refer YouTube content providers to TTR in order to contract directly with TTR and thereby become a content provider to TTR;

B. Provider further understands and acknowledges that YouTube and TTR are not otherwise affiliated with, or related to, each other and that YouTube is not a party to, and is not an agent of TTR with respect to, this Content Provider Agreement; and

C. Provider confirms, represents and warrants that he, she or it has made such inquiries about TTR and this Content Provider Agreement as Provider has deemed necessary to satisfy himself, herself or itself that he, she or it desires to enter into this Content Provider Agreement directly with TTR;

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

1. Application of Agreement. The Signature Terms accompanying this Agreement shall be deemed to form part of this Agreement.

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Definitions.

“**Affiliates**” of a party to this Agreement means, any other person that directly or indirectly controls, is controlled by, or is under common control with such party. For purposes of this definition, a party "controls" another person if the party possesses, directly or indirectly, the power to direct the management and policies of that other person, whether through ownership of voting securities, by contract or otherwise and "controlled by" and "under common control with" have similar meanings.

“TTR” means TheTekkitRealm Corp.

“TTR Ads” means advertisements, including pre-roll and banner ads provided or obtained by TTR, its Affiliates, or Google and placed on or in relation to Provider Content but excludes (other than for the purposes of section 7(D) of the Content Provider Agreement), advertising in the way of sponsorship, or brand integration including without limitation, product placements.

“TTR Channels” means those channels on the Network, including without limitation the YouTube website, that are owned or operated by TTR or any of its Affiliates (other than

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Provider Channels, or any other content provider’s channels, under TTR’s CMS and which TTR does not otherwise own or operate except pursuant to this Agreement or a similar agreement with other content providers).

“Business Contacts” means any of TTR’s or its’ Affiliates’:

- (a) suppliers; (b) vendors; (c) content providers / partners; (d) Network Partners / providers; (e) employees or consultants, including recruiters, channel managers, community managers, creative managers and operation managers; or (f) any other person or business otherwise having a business relationship with TTR
- or any of its Affiliates.

“Claim” or **“Claimed”** means to enforce, through technology and processes provided or specified by TTR in its sole discretion, Provider copyrights to User Video on YouTube and such other portions of the Network, if any, as TTR determines in its sole discretion.

“Claimed Video” means all or portions of User Videos Claimed by TTR or its Affiliates.

“CMS” means TTR’s content management system with Google or any other applicable Network Partner.

“CPM” (if this term is used in your agreement) means the cost of displaying a TTR Ad on or in relation to a Title expressed as the cost per one thousand (1,000) impressions of the TTR Ad.

“Effective Date” of a Content Provider Agreement means the date TTR sends an email or other electronic communication to the Provider to the effect that the Provider has been partnered with TTR or otherwise acknowledging that the Provider has joined a TTR network, unless TTR specifies another date as being the Effective Date in such email or other electronic communication or in an accompanying email or other electronic communication, in which case the Effective Date shall be the date so specified.

“End User” means the person(s) accessing the Provider Content via the Network.

“Google” means Google Inc. or any of its Affiliates, including without limitation, YouTube LLC (**“YouTube”**) and their respective successors and assigns.

“Network” means all online, wireless, digital cable or broadcast outlets where users are able to view video content.

“Network Partner” means an organization, such as Google, which operates all or part of the Network and which has a business relationship with TTR.

“Partner” or **“partner”** includes partners in the legal sense and any other party having a business relationship with TTR or any of its Affiliates.

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“Playback Pages” is a page or pages on the Network where End Users will be able to playback the selected Provider Content and to view more detailed information relating to the Provider Content. Playback Pages for Titles, Claimed Videos and Provider Channels may be revised or modified by TTR and/or its Network Partners in their sole discretion.

“Promotional Material” means all promotional material used by TTR to promote its products and services, including without limitation, Provider Videos, Claimed Videos, any production artwork, movie stills, trailers and the names, likenesses and biographical

material of “Talent” featured in any Provider Video or Claimed Video, the Provider’s brand name and trademarked logos and images, any video which TTR has or has had created for itself promoting TTR, products or services of TTR, TTR’s brand names, logos and images, and any other promotional materials of any kind or medium of TTR, in connection with the exploitation and promotion of Provider, Provider Content, Claimed Videos, TTR or any of its Affiliates or their respective products and services. As used herein, “Talent” shall mean actors, directors, producers, writers, musical performing artists and other performers, songwriters, crew and other persons, below the line and above the line, who performed or participated in the making of any video.

“Provider Channels” means those channels on the Network, including without limitation the YouTube website, which are owned or operated by Provider.

“Provider Content” means all Provider Videos and Provider Channels, whether created by or for Provider, including but not limited to graphics, music, sounds, images, files, photos, animation, artwork, text, data, information, messages, hypertext, links, scripts, or other materials, and all metadata related to any of the foregoing.

“Provider Video” means all audio, video, and/or audiovisual content, which Provider owns or licenses or to which Provider otherwise claims rights, other than User Video, from time to time during the Term of this Agreement.

“Titles” means all Provider Video under TTR’s CMS and appearing on Provider Channels or TTR Channels, or both, from time to time during the Term of this Agreement. For avoidance of doubt, “Titles” does not include Claimed Video.

“User Videos” means a copy or copies of all or parts of Provider Videos which are posted on the Network from time to time by users of the Network, other than Provider or TTR. The types of User Videos that may be Claimed by TTR or its Affiliates pursuant to this Agreement are:

- Provider Video
- Provider Video combined with user generated content
- Provider Video combined with third party content
- The video portion of Provider Video

- The video portion of Provider Video combined with user generated content
- The video portion of Provider Video combined with third party content
- The audio portion of Provider Video
- The audio portion of Provider Video combined with user generated content

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- The audio portion of Provider Video combined with third party content
- The composition portion of Provider Video, if any
- The composition portion of Provider Video combined with user generated content
- The composition portion of Provider Video combined with third party content

or any combination of any of the above or any other types of User Videos that the parties may mutually agree upon.

3. Obligations of TTR. TTR and/or its partners and Affiliates will, subject to the terms and conditions of this Agreement: (A) Claim applicable User Videos, if any, that TTR 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 TTR 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 TTR’s “optimization”, analytics or other online tools which TTR 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 TTR and/or its Network Partners and Affiliates, (including, without

limitation, for streaming, downloading, displaying and other distribution on the Network); (C) provide to TTR all metadata for such Provider Video, and where available, video previews for such Provider Video, in a form acceptable to TTR; (D) promptly take all such action as may be required by TTR in order to permit Provider Videos and Provider Channels to be included in TTR's CMS; (E) comply with all policies and procedures of TTR as may be in effect from time to time, including, without limitation, applicable Network end user agreements and privacy policies, and TTR content policy guidelines in effect from time to time; (F) provide TTR with graphics suitable for Provider, Provider Channels and Title identification by viewers; (G) manage logistical development and maintenance of Provider Channels; and (H) 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 TTR to comply with all such rights, policies, guidelines and terms and conditions.

6. License. Provider hereby grants to TTR 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 TTR's behalf to:

(a) Subject to written approval of the Provider, which shall not be unreasonably withheld or delayed, use, reproduce, distribute, prepare derivative works of, display and perform Provider Content across the Network or in connection with TTR's business or both,

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including, without limitation, to display Titles on TTR 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 TTR Ads all ad inventory on Playback Pages and within any network video player when the Provider Content or Claimed Video is displayed. All such TTR Ads may be sold and will appear in the style and format offered by TTR and its network of ad Partners and as may be modified from time to time by TTR; (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 TTR

determines from time to time in its sole discretion; (f) Do any or all of the following at TTR's sole discretion from time to time: (i) subject to written approval of the Provider, which shall not be unreasonably withheld or delayed, 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 TTR's or any of its Affiliates' name, trademarks, brands and/or logos in association with Provider Content in such manner as TTR 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, TTR or any of its Affiliates, and the Network or any part thereof, including without limitation, on TTR Channels; and (vi) 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 TTR'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 TTR 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) "TTR Revenues" from any revenue source described in any category set forth in Exhibit 1 at the end of this Agreement (a " **Revenue Source** "), means the revenues actually received by TTR from such Revenue Source. "Net TTR Revenues" from any Revenue Source means all TTR Revenues from such Revenue Source, less all of the following levied, charged, paid or payable in respect of such TTR 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 TTR 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 TTR; and amounts due to TTR's or its Affiliates' content aggregators, if any. All TTR Revenues from any Revenue Source, and corresponding Net TTR Revenues from such Revenue Source, associated with TTR'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), TTR shall remit to Provider in respect of Net TTR Revenues from each Revenue Source, an amount equal to the percentage set out for such Revenue Source in Exhibit 1 of such Net TTR Revenues. All currencies in this Agreement are in U.S. Dollars. TTR 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 TTR to Provider and Provider shall have no ownership or other interest in any TTR Revenues or Net TTR Revenues. TTR may deduct and withhold from amounts due to Provider hereunder all amounts which TTR is so required to deduct and withhold pursuant to applicable law, and may remit the same to the applicable authority, and TTR shall have no liability to Provider therefor.

(B) TTR shall pay Provider all monies due via PayPal, or via such other method as TTR may determine upon email notice to Provider, within 30 days following TTR's receipt of payment of TTR Revenues from a Revenue Source provided that: (i) Provider's earned balance is \$20.00 or more; and (ii) this Agreement has been in effect for at least 60 days. If Provider's earned balance is less than \$20.00 but greater than \$1.00, TTR will pay Provider's earned balance within approximately 45 days following the end of the calendar year, or the end of the calendar month in which the Provider's earned balance exceeds \$20.00, whichever comes first. In the event that this Agreement is terminated, TTR shall pay Provider's earned balance to Provider within approximately 90 days after the end of the calendar month in which TTR recognizes that the Agreement has been terminated, but in no event shall TTR make payments for any earned balance less than \$10.00. 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 TTR has attempted to process such payments once a month for two (2) months following termination of this Agreement and such payments shall thereupon belong exclusively to TTR. TTR 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) TTR 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 TTR and TTR will not be responsible for remitting any taxes on behalf of Provider. All amounts paid by TTR 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 TTR and/or or pay in respect of such amounts or otherwise in respect of this Agreement.

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(D) Notwithstanding any other provision in this Agreement, TTR shall not be liable for any payment based on: (a) any amounts which result from invalid queries, or invalid clicks on TTR 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 TTR Ads; (b) TTR Ads delivered to End Users whose browsers have JavaScript disabled; (c) TTR Ads benefiting charitable organizations; (d) TTR Ads and its partners' advertisements for their own products and/or services; (e) clicks co-mingled 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. TTR reserves the right to withhold payment otherwise due to Provider pending TTR 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 TTR and its partners in their investigation of any of the foregoing.

(E) The Provider will complete, sign and send to TTR all such government and other forms as may be required by applicable law or reasonably required by TTR 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 TTR in the course of evaluating or considering any confidential information or other proprietary information or materials of TTR, or otherwise in connection with products or services which TTR 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, TTR. Provider hereby waives any and all moral rights in such Feedback. Provider agrees, without further compensation, to execute and deliver to TTR 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 TTR's title in such Feedback or waiver of moral rights upon request from TTR 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

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to End Users on Playback Pages shall be included or 'rolled up' exclusively into TTR's views and impressions.

9. Warranties and Indemnification (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 TTR 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 TTR'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 TTR'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 TTR 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 TTR, 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 TTR in the defense of any claim. TTR 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 TTR.

10. Term and Termination. (A) Subject to Section 10(B), the term of this Agreement will begin on the Effective Date and will end after an initial term of 30 days (“ **Trial Period** ”). This Agreement will automatically renew at the end of the Trial Period for a further 1 year term, and for subsequent consecutive 1 year terms thereafter, with each subsequent term to automatically renew at the end of the 1 year term then in effect, unless written notice of non-renewal is given by either party not less than 30 days prior to the expiration of the then current 1 year term. “ **Term** ” shall mean the Trial Period as

set out above and any and all renewal terms.

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(B) TTR 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 30 days after written notice of such default, the Provider remedies such default to the satisfaction of TTR; 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 TTR; (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 TTR or any of its Affiliates in respect of any Provider Content or Claimed Video. Termination of this Agreement by TTR shall be in addition to, and not in lieu of, any other right or remedy TTR may have in respect of the reason for termination.

(C) TTR 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 TTR's CMS shall be released. It shall be the responsibility of Provider to ensure that such releases are effected, and TTR 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 TTR, ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, "**TTR PARTIES**") BE LIABLE FOR ANY LOSS OF USE, DATA, GOODWILL, REVENUES, OR PROFITS (WHETHER OR NOT DEEMED TO CONSTITUTE A DIRECT CLAIM), OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EVEN IF FORESEEABLE OR EVEN IF ANY OF THE TTR PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE TTR 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 TTR UNDER OR RELATING TO**

THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF NET TTR REVENUES ACTUALLY RECEIVED AND RETAINED BY TTR 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 TTR 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 TTR, any of its Affiliates or any of their respective partners.

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12. Miscellaneous. (A) Various Rights and Liabilities. TTR reserves the right to not display, distribute, download or promote, or to cease displaying, distributing, downloading or promoting, or to withdraw from TTR 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 TTR. Provider is solely responsible for all Provider Content and TTR does not endorse any Provider Content and disclaims all liability relating thereto. TTR has the right to accept or reject Provider Content based on certain standards that TTR may determine in its sole discretion including standards related to content that contains any pornographic, hate-related, violent, or illegal content, provided however that TTR has no obligation to prescreen, monitor, edit or otherwise approve, any Provider Content. Notwithstanding Section 3(A) hereof, TTR 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 TTR does not guarantee that Provider Content will be distributed across the Network or displayed on any TTR Channel, that any User Videos will be Claimed by TTR, or that any particular amount of Net TTR Revenues will actually be received by Provider, if any. TTR 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. If Provider is an individual, TTR may collect, use and disclose certain personal information from and about Provider in accordance with TTR's Privacy Policy at <http://TTR.com/privacy-policy> , which is incorporated herein by reference (as the same may be modified from time to time), and Provider consents thereto.

(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 TTR 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 TTR. TTR 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 TTR, either by mail to the address first written above or by email at notices@TTR.com; and (ii) if to Provider, to Provider's email address for receiving notices provided to TTR.

(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

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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, TTR and Provider will negotiate for a period of up to 10 business days to mutually select three (3) arbitrators. If TTR and Provider cannot agree on three (3) arbitrators, then each of TTR 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 TTR and Provider. Notwithstanding the foregoing, TTR 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. Provider shall keep in confidence and will not use, except as necessary for the express purpose of carrying out Provider's obligations under this Agreement or as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, Provider shall notify TTR before such disclosure so as to give TTR an opportunity to apply for a confidentiality order of similar remedy), any proprietary or other confidential information of TTR or its partners or their respective Affiliates that is or becomes known to Provider, including without limitation, financial information, information related to TTR's or any of its Affiliates' products or services, software programs, business partners, and other intellectual property, or the terms and conditions of this Agreement (collectively, the "**Confidential Information**"). However, Confidential Information will not include any information or data that (i) is already known to Provider at the time it is disclosed to Provider; (ii) has become publicly known through no wrongful act of Provider; (iii) has been rightfully received by Provider from a third party without restriction on disclosure and without breach of this Agreement; (iv) has been independently developed by Provider without reference to any Confidential Information; or (v) has been approved for release by written authorization of TTR.

(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 TTR'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, TTR may withhold any payments owed and has the right to terminate this Agreement until such time as the matter is resolved to TTR'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.

(J) Non-Disparagement . Provider agrees not to make any statement to any third party that ridicules or disparages TTR or any of its Affiliates or their respective directors, officers, employees or consultants, whether in verbal or written form, published or caused to be published, in any form of media or communication.

(K) Binding Agreement . This Content Provider Agreement shall become a legally binding contract between Provider and TTR (following the Provider's submission of this Agreement to TTR, electronically signed as set forth below), upon the sending of an email or other electronic communication by TTR to Provider to the effect that the Provider has been partnered with TTR or otherwise acknowledging that the Provider has joined a TTR network, and such email or other electronic communication by TTR shall be deemed to constitute TTR's electronic signature to this Agreement .

(L) Execution. By clicking on the "I Agree" button below, Provider represents, warrants and covenants to and with TTR that: (i) Provider has read, understood, and agrees to the terms and conditions of this Content Provider Agreement, including Exhibit 1; (ii) Provider has had the opportunity to seek independent legal advice before entering into this Agreement and that, if Provider did not do so, Provider did not do so voluntarily without any undue pressure by TTR or otherwise; (iii) Provider agrees that failure to obtain independent legal advice shall not be used by Provider as a defence to the enforcement of Provider's obligations under this Agreement; and (iv) Provider's first and last names which Provider has input on the website as part of Provider's application to become a partner, and which are being automatically inserted under "Execution by Provider" below, shall constitute Provider's electronic signature to this Agreement within the meaning of the *Electronic Transactions Act* (British Columbia).

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EXHIBIT 1

CATEGORY 1 - TITLES ON PROVIDER CHANNELS:

Revenue – Generating Activity

Revenue Source and Amount to be remitted to Provider - Equivalent to: TTR Ads **70%** of Net TTR Revenues from TTR Ads displayed and viewed on or in relation to Titles on Provider Channels. Pay Per View/Rental, Subscription and Download to Own Models

70% of Net TTR 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 TTR'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 TTR CHANNELS:

Revenue – Generating Activity

Revenue Source and Amount to be remitted to Provider - Equivalent to: TTR Ads **50%** of Net TTR Revenues from TTR Ads displayed and viewed on or in relation to Titles on TTR Channels. Pay Per View/Rental, Subscription and Download to Own Models

50% of Net TTR Revenues from: (i) rental fees for the purchase of the right to download and view a Title on a TTR Channel; (ii) membership fees for the purchase of a membership to Titles on a TTR Channel, excluding subscriptions under TTR's "basic" monthly service fee; and (iii) fees for the purchase of the right to download and own a Title on a TTR Channel.

CATEGORY 3 - CLAIMED VIDEO:

Revenue – Generating Activity

Revenue Source and Amount to be remitted to Provider - Equivalent to: TTR Ads **50%** of Net TTR Revenues from TTR Ads displayed and viewed on or in relation to Claimed Video.

CATEGORY 4 - ALL TITLES :

Revenue – Generating Activity

Revenue Source and Amount to be remitted to Provider - Equivalent to: Sponsorships and brand integration , including but not limited to product placement

50% of Net TTR Revenues from sponsorships and brand integration associated with Titles.

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

SIGNATURE TERMS

***EXECUTION BY TheTekkitRealm
CORP.:***

TheTekkitRealm Corp.'s email or other communication to the Provider to the effect that the Provider has been partnered with TheTekkitRealm Corp. or otherwise acknowledging that the Provider has joined a TheTekkitRealm Corp. network shall be deemed to constitute TheTekkitRealm Corp.'s acceptance and execution of this Agreement to the same extent as if TheTekkitRealm Corp. had executed a copy of this Agreement already signed or deemed signed by the Provider and delivered the same to the Provider, and such email or other communication shall constitute TheTekkitRealm's

electronic signature to this Agreement.

**EXECUTION BY
PROVIDER:**

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

Content Provider's Full Name: Dallas
Korol

Content Provider's Email address for receiving notices:

Content Provider's PayPal Email address:

Content Provider's country of residence: United
States

Is the Content Provider / Signatory over the age of 19, and over the legal age limit where the Content Partner resides for entering into binding contracts?

Ye
s

If the Content Provider / Signatory has checked "Yes", then he or she hereby represents and warrants that he or she is 19 years of age or older, and is of legal age of majority where the Content Provider / Signatory resides and is legally competent and authorized to enter into the Content Provider Agreement.

If the Content Provider / Signatory is under the age of 19, or under the legal age limit where the Content Provider resides for entering into binding contracts, then the parent/legal guardian will need to co-sign 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 named Content Provider/Signatory; (ii) I hereby guarantee the compliance with, and performance of, this Content Provider Agreement by the Content Provider, and without limiting the

foregoing, agree to be bound by the covenants of the Content Provider set out in this Content Provider Agreement, including without limitation, Section 9(A) (Indemnification) thereof, and to indemnify TheTekkitRealm Corp. for any non-compliance with, or non- performance of, the Content Provider Agreement by the Content Provider; and (iii)

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I hereby co-sign the Content Provider Agreement on behalf of myself and the Content Provider.

Type Full Legal Name of Legal Guardian. This shall constitute the Legal Guardian's Electronic Signature:

Email of Legal Guardian:

[TheTekkitRealm Corp. Note: This pdf version of the Content Provider Agreement has been generated following the Agreement having become legally binding in accordance with the terms contained in the Agreement.]