

THIS LICENSE AGREEMENT ("Agreement") is entered into to be effective as of 18th day of September, 2018 (the "Effective Date").

BETWEEN:

- (1) **JELLYFISH BLOOM, LLC** whose principal place of business is 400 S. Beverly Drive, Suite 300, Beverly Hills, CA 90212, United States; Attn: Alex Walton; Telephone: (323) 510-3330; Email: awalton@bloom-media.com ("**Sales Agent**") acting as agent for Licensor (as defined below); and
- (2) **FONZO, LLC**, whose principal place of business is 1728 Whitley Avenue, Los Angeles, CA 90028, United States, a company incorporated under the laws of the state of Nevada (company number E0077302017) ("**Licensor**"), a disclosed principal; and
- (3) **DISENIRE LTD.**, whose principal place of business is 249, 28 October Avenue, Lophitis Business Centre 1, Off./Apt. 5, 3035, Limassol, Cyprus, a company incorporated under the laws of the Republic of Cyprus (registration number: 274730); Email: info@exponentafilm.com ("**Distributor**").

DEAL TERMS

Subject to Distributor paying the Guarantee and in accordance with the terms and conditions set out herein, Licensor licenses to Distributor the Licensed Rights in the Authorized Languages in the Picture for exploitation in the Territory during the Term (all as defined herein). All rights not expressly included in the Licensed Rights are reserved to Licensor and Licensor may exploit all such rights without restriction.

This Agreement comprises these Deal Terms, the Standard Terms and Schedule 1, Schedule 2, Schedule 3, Schedule 4, and Schedule 5. All parts of this Agreement shall be interpreted together to form one agreement but, in case of any conflict between the provisions of the Deal Terms, the Standard Terms and the Schedules, the terms of the Deal Terms shall prevail. If not defined where they first appear, capitalized terms used in the Deal Terms or the Standard Terms shall have the meanings ascribed to them in Schedule 2.

1. PICTURE

Provisional Title: **FONZO ("Picture")**

2. TERRITORY

- 2.1 The Distributor is authorized to exploit the Picture in the following territories, but only as their political borders exist at the date of the Effective Date: The C.I.S (being Russia, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Tajikistan, Turkmenistan, Abkhazia, South Ossetia, Ukraine and Uzbekistan). On a non-precedential basis, it is understood that the Pay TV, Free TV and SVOD Rights in Moldova shall be non-exclusive ("**Territory**"). For the avoidance of doubt, the Baltic States (i.e., Estonia, Latvia and Lithuania) are specifically excluded from the Territory and reserved to Licensor.

3. TERM

The Term of this Agreement shall commence upon the Effective Date and shall continue for ten (10) years from the earlier of (i) five (5) months after Notice of Delivery; or (ii) the initial commercial release of the Picture in the Territory ("**Term**") unless terminated earlier in accordance with Paragraph 7 of the Standard Terms.

4. AUTHORIZED LANGUAGES

- 4.1 The Distributor is authorized to exploit the Licensed Rights in and to the Picture dubbed/voiced-over or subtitled/parallel-tracked in the following languages only (the “**Authorized Languages**”):
- (a) Russian and all local languages (being Armenian, Azerbaijani, Belarusian, Georgian, Kazakh, Kyrgyz, Moldovan, Tajik, Turkish [for Azerbaijan], Turkmen, Ukrainian and Uzbek). All Licensed Rights are granted on an exclusive basis for the Authorized Languages.
 - (b) Notwithstanding the foregoing, Distributor may exploit non-exclusive Pay TV, Free TV and SVOD Rights in Moldova in the Russian language only; Licensor expressly reserves all other language versions of the Picture in Moldova.

6. **LICENSED RIGHTS:**

- 6.1 **Licensed Rights:** Subject to the timely payment of the Guarantee and the terms and conditions of this Agreement, Licensor hereby licenses to Distributor the following exclusive rights in the Picture for the

Territory in the Authorized Language(s) during the Term (the "**Licensed Rights**"),

	Licensed Rights
Cinematic Rights	
Theatrical	Yes
Non Theatrical	Yes
Public Video	Yes
Ancillary Rights	
Airline	No
Ship	No
Hotel	Yes
Video Rights	
Home Video Rental	Yes
Home Video Sell Through	Yes
Commercial Video	Yes
Electronic Sell Through	Yes
On Demand	
NVOD	Yes
SVOD	Yes
TVOD	Yes
AVOD	Yes
Pay-Per-View	
Non-Residential	Yes
Residential	Yes
Pay TV	
Cable Pay TV	Yes
Satellite Pay TV	Yes
Terrestrial Pay TV	Yes
Pay TV via IPTV	Yes
Free TV	
Cable Free TV	Yes
Satellite Free TV	Yes
Terrestrial Free TV	Yes
Free TV via IPTV	Yes

4.3 **Marketing and Approvals:**

- (a) The Licensed Rights include the non-exclusive right to advertise, publicize and promote the Picture

10. WARRANTIES/INDEMNITIES

- 10.2 **By Licensor:** Licensor warrants that: (i) it has full authority to enter into this Agreement, (ii) it has or will have the authority to grant the Licensed Rights free and clear of any claims, liens, charges or encumbrances which would impair or affect any Licensed Rights for the Territory during the Term, with the exception of any production, financing and/or Guild liens in connection with the Picture; (iii) it has not granted and will not grant to any other Person any of the Licensed Rights; (iv) to the best of its best knowledge, no claim or litigation is pending or threatened with respect to the Picture or any right in the Picture which would reasonably be expected to adversely affect or impair any of the Licensed Rights in the Territory during the Term. Licensor agrees to indemnify and hold Distributor and its officers, directors, shareholders, agents, and employees, harmless from all claims and expenses arising out of breach by Licensor of such warranties.

19. **GOVERNING LAW / VENUE / ARBITRATION:** This Agreement shall be governed by and construed in accordance with California law (without regard to its conflict of law principles) and both parties hereby submit to the non-exclusive jurisdiction of either the state and federal courts located in Los Angeles, California or any other courts as determined by Licensor, at Licensor's absolute discretion.

In case of any conflict between the provisions of the Deal Terms, the Standard Terms and the Schedules, the terms of the Deal Terms shall prevail. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Schedules of Definitions, the provisions of this Agreement prevail. This Agreement, when executed by all parties, will supersede any prior agreements and deal memos between the parties with respect to the subject matter hereof whether oral or in writing. This Agreement may not be modified, amended or supplemented except in a writing signed by both parties. Nothing in this Agreement will be deemed to constitute a partnership or joint venture between the parties. The headings in this Agreement are for convenience only and will not limit, govern or otherwise affect the construction of any provision of this Agreement.

23. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts and transmitted by facsimile or electronic transmission, with each facsimile or electronic copy deemed to constitute an original, and all of which, when taken together, constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

AGREED AND ACCEPTED:

JELLYFISH BLOOM, LLC
("Sales Agent")

By: Alex Walkin
President
Jellyfish Bloom, LLC
Its: BLOOM an authorized signatory
Date: _____

DISENIRE LTD.
("Distributor")

By: Tanna Sarytehera
Its: Sarytehera an authorized signatory
Date: October 26, 2018

FONZO, LLC
("Licensor")

DocuSigned by: DocuSigned by:
By: Baron L. Gilbert
5E05B98C84DA4EB... EF747CC77368451...
Its: Managers an authorized signatory
Date: Nov 20, 2018 | 16:27 PST



SCHEDULE 2

DEFINITIONS

Internet Downloading means exploitation of a digital Motion Picture Copy by making it available on the World Wide Web portion of the Internet in a manner that allows its transmission to a Computer or Wireless/Handheld Device which enables individual viewers to download a digital copy of a Motion Picture onto a device for storage and viewing (either immediately or at a later date regardless whether the viewer has an active Internet connection). Internet Downloading does not include any form of Internet Streaming.

Internet Streaming means exploitation of a digital Motion Picture Copy by making it available on the World Wide Web portion of the Internet in a manner that allows continuous viewing of the Motion Picture Copy on a Computer or Wireless/Handheld Device in its complete linear form but which does not allow the individual viewer to download or save such Motion Picture Copy onto a device for viewing at a later date or to forward such Motion Picture Copy to another viewer. Internet Streaming does not include any form of Internet Downloading.

Internet Transmission means Internet Downloading and/or Internet Streaming.

Mail Order means Video Sell Through exploitation in which the sale occurs by placing an order for and receiving delivery of the Videogram through use of the postal service or other shipping service. For avoidance of doubt, Mail Order does not include ordering or purchasing a Videogram over the telephone or the Internet at a retail establishment.

Major Studio means all theatrical motion picture divisions of Paramount, Sony Pictures Entertainment, Twentieth Century Fox, Time/Warner, Walt Disney and Universal Studios.

Motion Picture means an audiovisual work consisting of a series of related images that, when shown in succession, impart an impression of motion, with accompanying sounds, if any.

Motion Picture Copy means the embodiment of a Motion Picture in any physical linear form, including without limitation film, tape, cassette, disc or digital file. Where a specific medium is limited to exploitation by a specific physical form, for example, the exploitation of Videograms, then Motion Picture Copy with respect to such medium is limited to such physical form.

Notice has the meaning set forth in Paragraph 18 of the Standard Terms.

Notice of Delivery has the meaning set forth in Paragraph 6.1 of the Standard Terms.

Overages means the amounts, if any, that become payable to Licensor from Gross Receipts hereunder.

Parallel Tracked means embodying a Motion Picture Copy of the original language version of the Picture in a Compact Disc or DVD that also contains a dubbed or subtitled version of the Picture in the Authorized Language.

Party means either Licensor or Distributor.

Person means any natural person or legal entity.

Picture means the Motion Picture identified in the Deal Terms.

Principal Photography means the actual photographing of a Motion Picture, excluding second-unit photography or special effects photography, requiring the participation of the director and the on-camera participation of a featured member of the principal cast.

Recoupable Distribution Expenses has the meaning set forth in Paragraph 3 of the Standard Terms.

Reserved Rights means all rights which are not among the Licensed Rights in the Authorized Languages and the Territories and which Licensor hereby expressly retains, including, without limitation, all Underlying Material and intangible property relating to the Licensed Rights and the Picture, including all trademarks and copyrights.

Rights means rights, licenses and privileges under copyright, trademark, neighboring rights or other intellectual property rights with regard to any type of exploitation of a Motion Picture or its Underlying Material, including the rights to duplicate, adapt, distribute, perform, display and make available in accordance with the customary requirements of each specific licensed media "Rights" means the right to Exploit the Picture and all rights incidental to such Exploitation. When preceded by a defined term denoting a particular means, manner, or medium of exploitation, (i.e., Free TV Rights), Rights is limited in meaning the right to exploit the Picture in the means, manner, and medium comprising the defined term.

A. Cinematic Rights means Theatrical, Non-Theatrical and Public Video Exploitation of a Motion Picture.

Theatrical means Exploitation of a Motion Picture Copy [in whatever format including digitally transferred] by direct Exhibition in conventional or drive-in theatres that are open to the general public on a regularly scheduled basis and charge an admission fee to view the Motion Picture.

Non-Theatrical means Exploitation of a Motion Picture Copy for direct Exhibition before an audience at facilities or organizations not primarily engaged in the business of Exhibiting Motion Pictures, such as

Electronic Sell Through means the transmission of a single digital Motion Picture Copy via the Internet for the reception, purchase, and permanent storage by the viewer for non-public viewing in a linear form within a private living place with or without an accompanying Videogram. All such exploitation shall require that Licensor shall be paid the royalty or fee called for in the Agreement but in no event less than a numerical percentage of the retail "click-through" price charged to the end-user equal to that numerical percentage applied to Home Video Sell Through.

- D. **On Demand Rights** means AVOD, FVOD, NVOD, SVOD and TVOD exploitation of a Motion Picture. Any Internet Streaming and/or Internet Downloading of any On Demand Rights will incorporate all commercially reasonable and current DRM technology and anti-circumvention technology that continually restricts unauthorized copying, accessing, streaming or downloading.

Ad Supported Video-On-Demand or **AVOD** means the broadcast or transmission a Motion Picture Copy by means of an encrypted signal for reception by decoding and storage devices for viewing on a television receiver or a computer or Wireless/Handheld Device in homes and similar permanent living places for which the service is supported by advertising revenue and no charge is made to the viewer for the privilege of using such decoding and storage device to view the Motion Picture at a time selected by the viewer for each viewing.

Free Video-On-Demand or **FVOD** shall mean the transmission of the Picture (whether or not supported by advertising) for reception on a television receiver, computer or any wired or wireless devices for private viewing by means of a decoding device or service where the viewer has selected the Picture from a selection of a variety of films in such a manner that the exact viewing schedule and frequency of viewing may be controlled by the viewer where no payment (other than the statutory television license fee and the purchase or rental cost of any necessary aerial or set-top box or other reception device) is levied to the viewer for the right to receive such transmission or other communication.

Near Video-On-Demand or **NVOD** means multiple broadcasts or transmissions during a short period of time of a Motion Picture Copy by means of an encrypted signal for reception by decoding and storage devices for viewing on a television receiver or a computer or Wireless/Handheld Device in homes and similar permanent living places where a charge is made to the viewer on a fee-per-exhibition basis for the privilege of viewing the particular Motion Picture at a time scheduled by the exhibitor.

Subscription Video On Demand or **SVOD** means the broadcast or transmission of a Motion Picture Copy by means of an encrypted signal for reception by decoding and storage devices for viewing on a television receiver or a computer or Wireless/Handheld Device in homes and similar permanent living places where the viewer pays a subscription fee for the privilege of unlimited viewing of multiple Motion Pictures at times selected by the viewer for each viewing during the subscription period.

Transactional Video-On-Demand or **TVOD** means the broadcast or transmission of a Motion Picture Copy by means of an encrypted signal for reception by decoding and storage devices for viewing on a television receiver or a computer or Wireless/Handheld Device in homes and similar permanent living places where a charge is made to the viewer on a fee-per-exhibition basis for the privilege of using such decoding and storage device to view the Motion Picture at a time selected by the viewer for each viewing.