

Media Centre Network – Dailymotion Channel Network Partnership Agreement

Welcome to the Media Centre Network (the “MCN”)! M-Net, (“we”, “us”, “our”) is excited to help you grow your views and revenue on your Dailymotion channel(s) and make great content for Dailymotion. This letter agreement (“Agreement”) lays out the binding terms between us, and covers Your Channels, along with any videos and/or other content that go into these Channels (referred to herein as “Content”)

I. MCN Responsibility

1. We will do as much as feasible possible to promote your videos and generate revenue including revenue on top of the Dailymotion revenue by using (parts of) your content. When we do so, we will always mention you in the credits and/or use annotations linking to your channel aimed at building up traffic to your channel and growing your follower base. The additional net revenue generated will be displayed as earnings in the Channel Partner Dashboard.
2. We will purchase the video impressions on your Dailymotion channel from you for the RevShare percentage of the Dailymotion earnings generated by your channel mentioned in the application form you fill in under the last tick box, your earnings will be optimized by our very own ad sales team which will constantly be looking for the highest paying ads for your videos. You can always check your estimated Dailymotion earnings yourself by logging in to your channel and checking the Earnings Reports section of your Dailymotion Analytics pages or logging into our channel dashboard.
3. The Content Creator will be entitled to 80% of all revenue received by us for your channel. You will be paid by Media Centre Network through your PayPal account or other payment options offered by us, all payments will be sent in the currency of the United States of America (USD) Or Vietnam Dong (Dong). Media Centre Network will have no obligation to pay any amounts, and is permitted to deduct or withhold any amounts owed, determined or reasonably suspected by Music Nations in its sole discretion to have resulted from: (i) Action Fraud (as defined in the section titled “Action Fraud” below), including without limitation through any clicks originating from Content Creator’s IP addresses or computers under Content Creator’s control, solicited by payment of money, false representation or request for end users to click on Ads, or (ii) fraudulent, misleading or false activities or activities that Media Centre Network and/or Dailymotion believe to be fraudulent or misleading or violate of either of their respective

terms of service, guidelines, rules, or privacy policies. Media Centre Network reserves the right to withhold or deduct payment, if applicable, pending Music Nation's reasonable investigation of any of the foregoing or any breach of this Agreement by Content Creator, this could lead to suspending or terminating this Agreement.

4. As of the Effective Date and throughout the Term of this Agreement, all channel views (including viewership for so-called "live streaming" content or delivery of content through any other means via the Creators' Channels) for the Creators' Channels will be included or "rolled up" exclusively into the Media Centre Network total numbers on Dailymotion.
5. The Creators will retain full control and ownership of, and absolute liability for, the Creators' Channels and all content contained therein. This will include creation, procurement, and uploading of any and all content therein, and the ongoing management and look and feel of the Creators' Channels.
6. Each party agrees that it will be fully responsible and liable for its own content and any and all third party claims that may arise from its properties, sites, and content. This Agreement confers no ownership or control and does not constitute a 'partnership' or 'joint venture' within the legal/corporate meanings of those terms. The parties remain independent of each other and maintain their liabilities as their own.
7. We will provide you with access to helpful instruction videos and other tips&tricks aimed at the optimizing your channel within Dailymotion through the Channel Partner Dashboard, as well as offer great support via email: support@ mcenterntw.com and via Skype: Mediacentrenetwork.

II. Creators Liability

1. You put in your best effort to regularly produce and upload great original content videos to your channel. We try to reach the top and want to do that together with you. We will have rights to monetize the content with all ad formats.
2. As you might know and expect it's very important that you stick to the Dailymotion regulations about content
3. It is not allowed to use copyrighted music or movies including remixes and edits. Dailymotion is understandably extremely allergic to this and we don't want your uploads

to cause Dailymotion to black out our network. You own all Content that is created and funded by you for Your Channels. However, we have full authority to take down any Content that violates any law or regulation (including rules or regulations established by Dailymotion) we believe may infringe upon anyone's intellectual rights, or could have a negative impact on the Network and/or our business and/or reputation ("Improper Content").

4. We expect you to not upload hatred towards other people, products or companies in any way shape or form. Promoting racism, violence etc, is not allowed. It also means that we can't have you support torrents and cracks. But, of course it's okay to make a channel about mods, i.e. new additions to Minecraft.
5. You can't use somebody else's videos. It's your channel so it should be about your original content videos only unless you have had exclusive rights in writing from the copyright holder that you can re upload their content.

III. PAYMENT

1. The Content Creator will be entitled to 80% of all revenue received by us for your channel. You will be paid by Media Centre Network on ...
2. The payment regularly updates on MCN's dashboard in the 15 of each month. After collecting money in the 27 of each month from Dailymotion, MCN will try our best to send creators' money in the next month.
3. Dailymotion will charge 5.2% in total earning as a processing fee from Dailymotion. Our network also charges 20% in total earning after processing fees from Dailymotion. To be clear, the amount of money that creators receive from MCN will be the amount after deducting all transferring fees and 20% earning for MCN.
4. The payment will be made in between the first 7 to 10 days of the month. For instance, your earnings during the month of February will be paid in between the first 7 to 10 days of the March.
5. Content creators earn extra 10% of Media Centre Network revenue share from each channel joined our network by Creators' referral.
6. The minimum payout for PayPal is currently set at 10 USD

IV. TERM AND TERMINATION

1. This Agreement will commence on the Effective Date and shall continue thereafter for a period specified in the Additional Agreement (the "Initial Term"). Thereafter, this Agreement will automatically continue for a period of three (3) year every year (the Initial Term and any further renewal term, to be referred to collectively as the "Term").
2. This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement. If this Agreement is translated into any other language and if there is a discrepancy in interpretation between the English text and the text of such other language, the English text will govern.
3. The agreement will have some update without informing from MCN.
4. By submitting this form you confirm that you are of legal age or, if not, that you have approval from a parent or guardian. This agreement is valid for 3 year starting from the moment your channel has been linked to the network. If you don't cancel this agreement by sending us an e-mail 60 days before its expiration date, the agreement will further extend by 3 year.

Many thanks for joining us. We are looking forward to working with you!