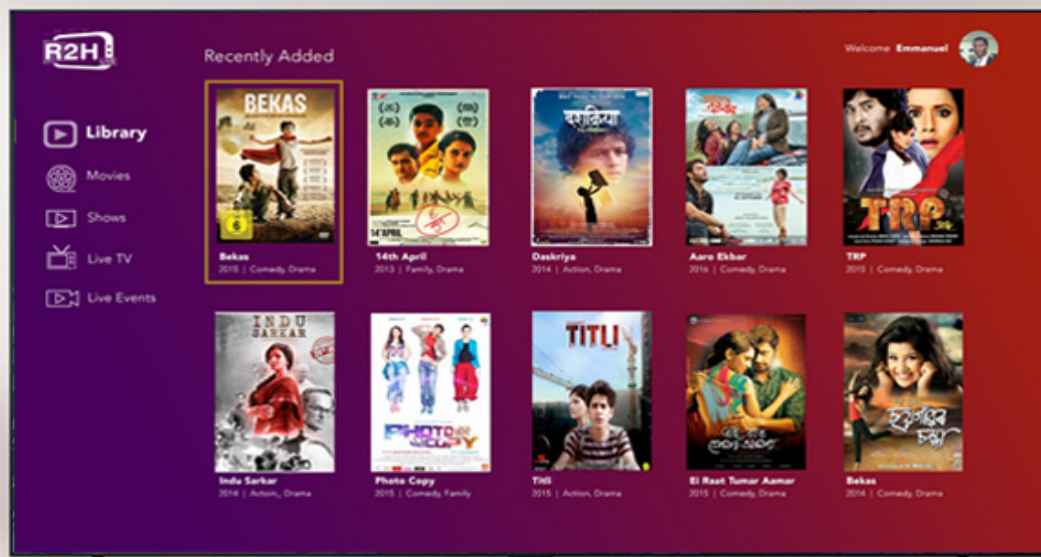


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R2H LIVE Content Provider (CP) Agreement -Draft

Agreement Version 1.0.1

Dated : 2018-11-09

This agreement ("Agreement") is valid with the undersigned authority between

1. Parties:

R2H-LIVE, an OTT platform, a brand identity of it's principal company namely **R2H Live Mediatech Pvt. Ltd.** , registered under MCA (Ministry of Corporate Affairs), India having their operational office at D-98, Pocket D, Okhla Phase I, Okhla Industrial Area, New Delhi, Delhi 110020

and

The person(s), individual(s) or agency, more particularly described in **Annexure "AAA"** hereto who is hereinafter referred to as the authorized "**Content Provider**" or here in after refers as **CP** of the OTHER PART unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns group companies and subsidiaries, The Contributor shall be individually referred to as a "**Party**" and collectively as the "**Parties**".

W I T N E S S E T H W H E R E A S

2. Definitions

- a. For purposes of this Agreement, "Service" shall mean that the various services rendered by R2H Live in accordance of an Internet domain and/or mobile application and/or OTT platform and Smart TV/ IPTV streamings that makes "Transmissions" (as defined below) of content that includes text and audio video works to it's "Users" (as defined below) via the Internet and/or wireless data networks or on the OTT(Over The Top) platform , and that is below the "Eligibility Thresholds" (as defined below).
- b. Agreed "Terms of license" for (1) year referred to the clause No.4 below
- c.

The “Eligibility Thresholds” for the initial term of this Agreement in terms of “Revenue” (as defined below) are 5,000 “Sessions” (as defined below) per content. The Eligibility Thresholds for each subsequent renewal term shall be adjusted in accordance with an increase in the October-based Consumer Price Index--All Urban Consumers (CPI-U), rounded up to the nearest whole integer.

Definition *1 : CPI-U

The Consumer Price Index For All Urban Consumers (CPI-U) measures the changes in the price of a basket of goods and services purchased by urban consumers.

- d. “ **Transmissions**” are all transmissions of content via the platform or service.
- e. “ **Users**” are all those to whom Transmissions are made via the platform.
- f. The “ **Site Repertory**” consists of all copyrighted content or published by R2H-LIVE contributors/members or by the members of affiliated performing professionals, societies and agencies including original compositions, productions and Live Performance published during the term of this Agreement, and for which R2H-LIVE has the right to license non-dramatic, non-violent public performances.

Definition *2 :Repertory

The performance of various live events, roadshows, operas, or ballets off-line.

- g. **Content:** The “Content” consist of all copyrighted content in reference to all Audio and Musical Composition, Video Productions, Recorded Videos, Private Video Shoots, Llive Audio and Video Performance, Logos, Images, Graphics and Animation, soft copies of any Artworks and text compilations .
- h. **Revenue:** “ **Revenue**” is the sum of all payments received by the parties for or in connection with Transmissions of various content. For purposes of this Agreement, Revenue shall consist of (i) “ **Sponsor Revenue**,” which means (x) all payments made by or on behalf of sponsors, advertisers, program suppliers, content providers, or others for use of the facilities of the Service, including, but not limited to, payments associated with subscriptions, syndicated selling, on-line franchising and associates programs and (y) all payments from whatever source derived from your sale or other disposition of goods or services received as barter for use of the facilities of the Service, from the repertories including, but not limited to, payments for the sale of advertising time or space; and (ii) “ **User Revenue**,” which means all payments made by or on behalf of Users to access the Service and/or Transmissions including, but not limited to, subscriber fees, connect time charges, and any other access fees.
- i. **Session:** A “ **Session**” is a unique visit to and/or engagement with your Service for each hour, or portion thereof, by a User for a minimum duration of 20 minutes. For

example, a visit/engagement of 20 minutes in duration is equal to one Session; a visit/engagement of two hours and 20 minutes duration is equal to three Sessions.

3. **License:** The Licensee grants a license to publicly perform, by means of Transmissions by the Services rendered and executed by R2H LIVE, in non-dramatic and non violence renditions of the contents in the said Site Repertory.
4. **Term of License:** The license granted by this Agreement commences on 2018-11-09 (the "Effective Date"), and ends at midnight (local time at address of Service) on the day before the 1-Day or month or year anniversary of such date or specified terms, and continues thereafter for additional renewal terms the durations specified, each unless any of the party notice of termination prior to the end of the current term.
5. **Limitations on License:**
 - a. This license is not available to services otherwise licensed by the licensee or that are subject to another form of agreement, or to individuals or entities who are in default of another agreement, regardless of whether such agreement is in effect or has been terminated.
 - b. This license extends only to Service and is limited to performances presented by means of Transmissions to Users via the Service, and by no other means. This license does not extend, and does not constitute or grant any express or implied assignment, license or sublicense to any other person, business entity, site, service, device, product or application.
 - c. This license may not be assigned, transferred or sublicensed without licensee's written consent.
 - d. This license is limited to Transmissions originating from, and Transmissions that are accessed by Users from within, the India, Nepal, Canada, Australia, Singapore, Dubai, United States, its territories and possessions, the African Union, The European Union and the Commonwealth of Asia with the guidelines of IPTV and content streaming regulatory of the respective region.
 - e. Nothing in this Agreement grants or authorizes to grant to any user, or to anyone else, any right to reproduce, copy or distribute by any alternative means, method or process whatsoever, any of the content licensed by this Agreement, including, but not limited to, transferring or downloading any such content to a computer hard drive, or otherwise copying the composition onto any other storage medium.
 - f. Nothing in this Agreement grants or authorizes to grant any User, or to anyone else, any right to synchronize any of the content licensed under this Agreement with a audio

and visual presentation.

- g. Nothing in this Agreement grants, or authorizes to grant any User, or to anyone else, any right to reproduce, copy, distribute or perform publicly by any means, method or process whatsoever, any reproduction embodying any of the original content licensed under this Agreement.
 - h. Nothing in this Agreement grants or authorizes you to grant to any User, or to anyone else, any right to perform publicly by any means, method or process whatsoever, any of the content licensed under this Agreement, including, but not limited to, retransmission, further transmission, streaming or accessing of any of those compositions.
 - i. This license is limited to non-dramatic performances, and does not authorize any dramatic performances; nor does it extend to or include the public performance of any opera, operetta, musical comedy, play, theatrical playback or like production, as such, in whole or in part.
6. Eligibility Verification: Both the party have the right to examine the books of accounts or records, and agree to obtain the right to examine the books and records in order to verify the eligibility for this license. And agree to furnish all pertinent books and records, including electronic records, to an authorized representatives, during customary business hours. All data and information derived as completely confidential and same will not disclose such confidential data and information without the prior written consent, except as may be required by law or legal process, and then only upon prior written notice.
7. **R2H-LIVE** will not in any ways whatsoever be responsible for content of any form, type, style or nature (Content wise or otherwise) transmitted / streamed owned by the 'Party' or 'Parties' in context of Legal, Copyrights or any other issues which may arise.
8. Monetization Revenues.
 - a. 50% of the net revenue realised by **R2H-LIVE** through the platform by the said contents are streamed by **R2H-LIVE** or any other related services authorised by **R2H-LIVE** on the party's content watch pages or in or on the **R2H-LIVE** Video player in conjunction with the streaming / transmission of the party's content, will be paid to the party / parties by **R2H-LIVE**. It will be entirely at **R2H-LIVE's** discretion the type, style, format and nature (content's subject wise or otherwise) of the advertisements to be incorporated during the transmission/streaming or **R2H-LIVE** service.
 - b.

Revenues from Pay Per Views Per User : **R2H-LIVE** will share 50% of the total net revenues with its authorized aggregator / contributors / members, recognized by the Platform or the service rendered by **R2H-LIVE**.

For clarity, **R2H-LIVE** reserves the right to retain all other revenues derived from the **R2H-LIVE** service, including any revenues relating to ads on search result pages subject not related to the Party's content.

9. Content Security : R2H is partnered and powered with world leading technologies in terms of Content Security like DRM (Digital Right Management), CAS, FTP (File Transportation Protocols) securing 100% security. Hence R2H stand confident about the content being stream on the platform. For the technical briefing user are requested contact at R2H support team.
10. The terms and conditions may be updated from time to time and are incorporated herein by reference and related circular will be published during the time of update to our policy.
11. Breach or Default: If fail to perform any of the terms or conditions required by this Agreement, or if the Service is ineligible for the license provided for in this Agreement, the second party may terminate the license by giving thirty (30) days' written notice.
12. Interference with Operations: The first party has the right to terminate this license, effective immediately upon written notice, if there is any major interference with, or substantial increase in the cost of operation as a result of any law in the state, territory, dependency, possession or political subdivision in which the Service is located that is applicable to the licensing of performing rights.
13. Notices: Any notice required by this Agreement by sending the notice to the other party's last known address by Govt. Postal Mail, generally recognized same-day or overnight delivery service or by electronic mail with delivery confirmation. Each party agrees to inform the other in writing of any change of address.
14. Governing Law: This Agreement will be governed by and construed in accordance with the laws without regard to its conflict of laws principles
15. Entire Agreement: This Agreement constitutes the entire agreement and may only be modified, or any rights under this Agreement may only be waived, by a written document executed by both the party with mutual consent.
16. Payments : As per the agreed terms highlighted on the **Annexure "YYY"**

GUIDELINES

Content eligibility

For audio video composition to be eligible, the content owner must own worldwide commercial usage rights to everything in the content and the content must abide by our Terms of Service and related Guidelines. This means the content have created everything in the product by the applicant or owner, and the owner did not sell exclusive commercial usage rights to someone else. If the materials contains content created by someone else, you must have their written permission to use.

Which content are NOT eligible ?

The provided materials is not eligible if it contains content that you didn't create or get permission from its creator / producer / copyright holder to use. You need to be able to show written permission for the following video elements:

- Audio: copyrighted sound recordings, live performances, background music, etc
- Visuals: images, logos, software, softcopy of the text publications etc.
- Any other content you don't own worldwide commercial usage rights to.

Examples of videos that are NOT eligible

- Your video contains a song you purchased for personal use (e.g., bought on iTunes or in a store) but didn't obtain a commercial license.
- You found a video on the Internet and you cannot prove that it's in the public domain.
- You are singing words of your favorite copyrighted song and there is copyrighted audio in the background, such as instrumental or karaoke tracks.
- You have used content from someone else without permission, but you haven't yet received a copyright notice on your video.
- Your video does not provide proper attribution or credits as required by a license.

Annexure “AAA”

Name of the Content Provider :

R2h ID : R2H-6940-3750

James John

Email id : jamesjay4199@gmail.com;

Contact Number :

8093684282 ,

XhiInternational

Address

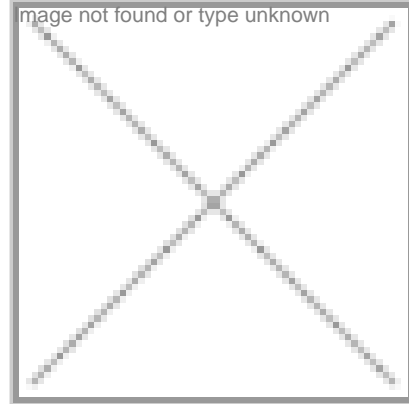
28 Edem Urua Street

Faculty Of Engineering

Address1

Akwa Ibom State, Uyo

520261, Nigeria



Annexure “YYY”

PPV (Pay Per Views) per User	Dynamic values in terms of numbers of onboard users within a schedule time frame say one month. E.g. Rs. 5~25, If the total said PPV is say 10,000 for a specific time frame, so the total revenue for the time frame will be Rs. 5000.00 ~ Rs. 50,000.00
Revenue Sharing Silver (Basic Tier) Gold Platinum (Elite Tier)	50 : 50 40 : 60 30 : 70
MEMBERSHIP BENEFITS	For details please contact our support team.
Silver (Basic Tier)	Basic Tier with no add on promotion.
Gold (Paid)	Free Consultancy with R2H extended promotion.

Platinum (Paid)	This is an Elite Tier with above features plus dedicated online and offline promotion

Authorised Signatory

R2H LIVE MEDIA TECH PVT. LTD

Authorised Signatory

James John

CONTENT PROVIDER

NEW DELHI

DATED : 2018-11-09