



Content Provider Agreement

Confidential

hereby agree to the terms and conditions stated below and certify that I have the authority to enter into this Agreement.

Signature (if 18 years old or older) or Signature of parent/legal guardian (if under 18 years old):

Full Name: _____

Email: _____

PayPal: _____

YouTube Email: _____

YouTube Channel: _____



THIS CONTENT PROVIDER AGREEMENT (this “Agreement”) explains the contractual agreement between **Arkondigital, Corp.** A Company duly incorporated under the laws of the Province of Ontario , with a principal place of business at #38 –700 Exeter Rd, London, Ontario, Canada – N6E 1L2 (“**Arkondigital**”) and you (“**Provider**”).

RECITALS and DEFINITIONS

This Agreement sets forth the rights, obligations, terms and conditions for Provider’s delivery of video content to **Arkondigital** and its network of video over IP (Internet Protocol) network operators/broadcasters, and/or wireless network operators and/or digital cable broadcasters including Provider’s use of and access to any of our web or software applications, text, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, downloads, services, and any other materials you may view on, access through, or contribute to the service (collectively, the “**Services**”).

A. Provider’s Role in the Network. Provider will supply certain video content through the Services located on the Arkondigital Network or by other delivery method approved by Arkondigital for streaming and/or download and distribution on the Arkondigital Network, subject to the terms of this Agreement.

B. “**Titles**” means all audiovisual content including Live Event Content, Archived Content, and all audiovisual recordings submitted henceforth to Arkondigital by Provider during the Term.

C. “**Broadcast Media**” means advertisements provided by **Broadcast Media** and/or its partners and affiliates for inclusion in **Broadcast Media** Network related Sites and Services.

D. “**Promotional Materials**” means any production artwork, movie stills, trailers and the names, likenesses and biographical material of “Talent” featured in the Titles, as well as the Provider’s brand name and trademarked logos and images, in connection with exploitation and promotion thereof. As used herein, “Talent” shall mean actors, irectors, 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 the Titles.



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

F. **“Territory”** means worldwide.

G. **“Effective Date”** means the date that the Provider accepts the Terms of this Agreement through the Services on the ArkonDigital Network.

H. **“Provider Channels”** means that page of the YouTube Website dedicated to Provider Titles that is part of ArkonDigital Network.

I. **“Claim”** means to enforce Provider copyrights to Provider Video and/or Titles across ArkonDigital based on guidelines set forth in Exhibit A.

J. **“Provider Video”** means all audio, video, and/or audiovisual content to which Provider holds rights for during the Term.

K. **“Claimed Video”** means Provider Video, Titles, Live Event Content, and Archived Content posted by Provider and/or users on, and accessible via the internet and Claimed by **Broadcast Media** for display on any device including but not limited to personal computers, tablets (e.g. iPad), Connected-TVs, smartphones, and similar devices (e.g. iPhone, Android, Blackberry devices).

L. **“CPM”** means cost per thousand views of **Broadcast Media** Ads associated with Titles and/or Claimed Videos.

N. **“Provider Content”** means all Titles, Provider Videos, Archived Content, 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.



LICENSE

Media Owner hereby grants to ArkonDigital the exclusive, irrevocable and worldwide right and license to use, reproduce, keep copies of for archival purposes, promote, offer to sell, sell, distribute, license, sub-license, publish, exhibit, display, perform, create derivative works, and commercially exploit the Media, in part or in whole, for any purpose that Arkon, in its sole discretion, considers appropriate at any time and from time to time. Without limiting the generality of the foregoing, the license herein granted will include the exclusive right of ArkonDigital and its sublicensees:

- a. to reproduce, modify, edit and transcode the Media, in part or in whole, as ArkonDigital sees fit;
- b. to publicize, advertise, market and promote the Media;
- c. to use the names, photographs, likenesses, recorded voices and images of all performing artists in and contributors to the Media in connection with the use, distribution, promotion and advertising thereof.

WARRANTY

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ArkonDigital or **Broadcast Media** FOR ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) IN ADDITION, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ArkonDigital and **Broadcast Media** FOR ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY INACCURACY, MISSTATEMENT, CONTROVERSY, VIOLATION OF LAW, OR GOVERNMENTAL INVESTIGATION RELATED TO THE MEDIA.

ROYALTIES

In consideration of the representations, warranties and license herein granted, **Broadcast Media** will pay to Media Owner royalties equal to _____ percent (____%) of the net Revenues, To be paid and delivered within thirty (30) days from the moment ArkonDigital receives the respective invoice based on the usage report



provided by BroadCast Media. The date of charge-off of money from the account of BroadCast Media is deemed date of payment. All invoices are drawn and all payments are effected in CAD Dollars. Any money payable is less than CAD \$1.00 in any given month will not be paid. Paypal money transfer fees will be deducted off your payment.

TERM

The term of this Agreement will begin on the Effective Date and will end on the second annual anniversary thereof. This Agreement will automatically renew at the end of the Term for subsequent one (1) year periods on each anniversary date of the Effective Date after the second year. Notwithstanding any contrary provision in this Agreement, the third party (Provider) may terminate this agreement within the first 30 days from the effective date signed upon written notice.

LIMITATION OF LIABILITY

EXCEPT AS REQUIRED BY ANY LAW APPLICABLE TO ArkonDigital or BroadCast Media, IN NO EVENT WILL Arkon or BroadCast Media OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS 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 OR A BREACH BY Arkon or BroadCast Media, HEREOF, EVEN IF ArkonDigital or BroadCast Media HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



Exhibit A

Claiming Terms

Claimed Videos are those containing the following, Worldwide unless otherwise stated by Provider.

- Title and/or user generated content
- The audio portion of Title and/or user generated content
- The video portion of Title and/or user generated content
- Title and/or authorized third party content
- The audio portion of Title and/or authorized third party content
- The video portion of Title and/or authorized third party content
- Provider Video and/or user generated content
- Provider Video and/or authorized third party content
- The video portion of Provider Video and/or user generated content
- The video portion of Provider Video and/or authorized third party content
- content
- The audio portion of Provider Video and/or authorized third party content
- content

Exhibit B

Content Policy and Guideline

Provider is solely responsible for all Provider Content. Provider asserts that all Provider Content will conform to BroadCast Media Content Policy and Guidelines outlined here in Exhibit B, as well as conform to YouTube's Terms and Conditions. BroadCast Media disclaims all liability relating to Provider Content. BroadCast Media has the right to accept or reject Provider Content based on certain standards that BroadCast Media may determine in its sole discretion including standards related to content that contains any pornographic, hate-related, violent, or illegal content.



Provider asserts that they have all necessary right, title, and claim to ownership of the Provider Content, in part or in whole. Any claim of ownership of Provider Content by Provider proven to be false in nature, whether in relation to the audio or video portion of Provider Content, shall be determined to be in violation of this Agreement.

Accepted Provider Content will be distributed and/or Claimed across the Network, unless such Provider Content is later determined to be in violation of any part of this Agreement or in violation of any copyright infringement that requires the Provider Content to be removed from the Network.

Provider agrees and accepts that BroadCast Media or BroadCast Media does not guarantee that Provider Content accepted by BroadCast Media will be distributed across the Network. BroadCast Media and ArkonDigital reserves the right to remove any Provider Content from the Network, release any Claims related to Provider Content, and/or remove Provider Channel(s) from the Network at its sole discretion