

The terms and conditions (the “**Terms**”) which follow govern the relationship between you (“the “**Talent**”) and any.TV Limited, D.B.A. Freedom (“**FDN**”) with respect to the content (the “**Talent’s Channels**”) described in the application (the “**Application**”) submitted to FDN. By accepting these Terms, you covenant and agree to be bound by the Application and the Terms (together, the “**Agreement**”).

Until this Agreement terminates, FDN and the Talent agree as follows:

1. **Overview.** Talent is the owner of Talent’s Channels, and also the producer/creator/authorized licensee of content that appears on Talent’s Channels. In exchange for the payment to Talent of the fees identified in Section 4, the Talent agrees to:
 - (a) move Talent’s Channels and the videos and other content appearing on the Talent’s Channels (“**Talent Content**”) into FDN (the “**Network**”) to take advantage of FDN’s Google AdSense and YouTube direct sales advertising revenue opportunities;
 - (b) make Talent’s Channels eligible for the advertising we sell;
 - (c) allow one of FDN’s support managers to assist with talent support services (some examples might be helping Talent with optimizing videos, technical support, using social media to help boost your video views, connecting with other Network talent, access to a royalty-free music library for use videos, etc);
 - (d) while this Agreement is in effect, you grant to FDN a non-exclusive right to sell and manage any and all advertising inventory on Talent’s Channels;
 - (e) while this Agreement is in effect, you grant to FDN a non-exclusive right to sell brand integration into videos (i.e., wearing something in, or putting a product into, a video) on Talent’s Channels, subject to written approval in each instance, except that Talent (but no other third party) may also find and sign your own brand integration deals (Talent keeps all the money from deals you find and sign);
 - (f) while this Agreement is in effect, you grant to FDN a non-exclusive, transferable, worldwide, royalty-free license to use Talent’s name, image and likeness in connection with promoting the Network, individual channels on the Network and the Talent’s Channels;
 - (g) while this Agreement is in effect, you grant to FDN a non-exclusive, transferable, worldwide, royalty-free license to display your trade-marks and logos in connection with promoting the Network, individual channels on the Network and the Talent’s Channels;
 - (h) use best efforts to regularly generate new content and promote Talent’s Channels through the use of social media accounts (i.e., posting hyperlinks to Talent’s Channels on Facebook or Google+, Tweeting them out, interacting with fans, etc.); and,
 - (i) agree to add the current “FDN TM” logo to Talent’s Channels’ banner.

2. Channel Views/Rollup. 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 Talent's Channels) for the Talent's Channels will be included or "rolled up" exclusively into FDN's total numbers on YouTube and FDN will be entitled to receive any and all payments in connection therewith directly from YouTube. This will include, but is not limited to, any content made available on the Talent's Channels, through any means (streaming Video on Demand (VOD), "live-streaming," or other models of delivery as may be made available by YouTube) and through any devices enabled by YouTube, as FDN may determine. Furthermore, Talent will notify YouTube (based on their rules) that until this agreement terminates Talent's Channels are part of the Network, and all payments from YouTube for the commercialization of Talent's Channels should be sent directly to FDN.

3. Live Stream Content.

3.1. As of the Effective Date, Talent will coordinate with FDN in good faith regarding all "live streaming" content that Talent may create, (i.e., real-time or near real-time, streaming of "live" content of any kind, including commentary, discussion, game play, e-sports, etc. (collectively, the "**Live Stream Content**")) on the Talent's Channels (or on such other FDN controlled channel on YouTube as mutually agreed upon by FDN and Talent).

3.2. The parties will coordinate and agree on whether Live Stream Content will be recorded, edited and distributed on the Talent's Channels (or on such other FDN controlled channel on YouTube as mutually agreed upon by FDN and Talent) for Video on Demand ("VOD") viewing following the conclusion of the applicable live stream.

4. Payments.

4.1. VOD Content. FDN does not require a minimum number of viewers or subscribers on a Channel for the Talent to join the Network. Preference will be given to those who can show that they are currently accepted and in good standing with another network. FDN, however, reserves the right to reject any Application for any or no reason. Subject to Talent's compliance with the terms and conditions of this Agreement and the terms and conditions of any other agreements Talent may have with FDN (and provided that Talent is not a consultant, affiliate or employee of FDN), for each piece of video content that is displayed in streaming VOD format on Talent's YouTube Channels hereunder, Talent will be entitled to receive from FDN an amount (inclusive of all applicable sales and value added taxes) specified in the Application as accepted by FDN all advertisement supported video views generated (in territories where ad monetization and reporting are provided to FDN by YouTube) by way of streaming online VOD distribution on the Talent's YouTube Channels. Talent and FDN agree that FDN will, in its discretion, acting reasonably and using information

provided to it by YouTube, be the party solely responsible to determine the relevant number of ad supported views generated and applicable hereunder.

- 4.2 **Payment Terms.** For a Talent's Channel Application and acceptance, the Talent shall receive an amount equal to the Talent's Commission, less standard commission fees for premium advertising or sponsorship campaigns that FDN may sell on the Talent's behalf, which it is entitled to receive and retain in any particular calendar month pursuant to each Talent's Agreement. As specified in the Application as accepted by FDN, FDN will pay Talent any fees owed hereunder within thirty (30) business days following FDN's receipt of payment from YouTube in connection with the Talent's Channels. Payments will be made by cheque, Paypal, wire or any other form at FDN's election to an account that Talent specifies and may, at FDN's election, be combined with any other payments that may be owed to Talent. For clarity, a different revenue share may apply in instances where the Talent's Channels includes third-party licensed materials (e.g., cover video). All references herein to dollars will be to United States dollars.

Notwithstanding the foregoing, FDN will have no obligation to pay any amounts, and is permitted to deduct or withhold any amounts owed, determined or reasonably suspected by FDN, 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 Talent's IP addresses or computers under Talent'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 FDN or YouTube believe to be fraudulent or misleading or in violation of either of their respective terms of service, guidelines, rules, or privacy policies. FDN reserves the right to withhold or deduct payment, if applicable, pending FDN's reasonable investigation of any of the foregoing or any breach of this Agreement by Talent.

- 4.3 For the purposes of Section 4.2 above, "Talent's Commission" means 60% of FDN's share of Advertising Revenue.

5. **Ownership/Control.** As between the parties, Talent will retain full control and ownership of, and absolute liability for, the Talent's 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 Talent's Channels. FDN will not have the ability to upload content, alter the design or layout, etc. of the Talent's Channels; provided, however, that FDN will have the absolute right to require Talent to remove content immediately upon any notice of copyright violation, or violation of any party's rights, or concern thereof. Any video content or other content (live streaming, text, annotations, or otherwise) that is in violation of the terms of this agreement or violates any laws, rules or regulations, including YouTube's and/or FDN's terms, rules,

policies or other business interests, will also be removed immediately upon request. Talent will not use annotations or other similar YouTube tools and features in a manner that would conflict or interfere with FDN's promotional or sales efforts and ongoing advertising campaigns.

6. Right to Sell Advertising on a Talent's Channels.

6.1. FDN will have the right, throughout the Term of this Agreement, to represent, sell, and manage any ad inventory on the Talent's Channels, including any ad sales against content contained therein, inclusion of advertising by ad networks, advertising that may be included as part of live-streaming content, new units that YouTube may make available or that FDN or Talent may devise, usage of annotations and related features insofar as such usage may be part of an advertising campaign, and the serving and monitoring of all campaigns. FDN will collect all revenues generated from its work with the Talent's Channels directly (including, for example, through AdSense, Video AdSense, YouTube direct sales, FDN's direct sales, or sales by any other party on the Talent's Channels), and then make payments to Talent in accordance with this Agreement (as set forth below). FDN will have the right to turn YouTube's ad sales "off" (i.e. not allow YouTube to sell the Talent's Channels directly or through AdSense). Each party acknowledges and agrees that Talent may have external advertising relationships ("External Advertising Relationships") that will be managed by Talent. In every case, FDN will coordinate with Talent to work harmoniously with such External Advertising Relationships.

6.2. Either party may sell 'branded integrations' or 'product placements' ("Integration") with respect to content on Talent's YouTube Channels, provided any such Integration and terms associated therewith are approved by Talent. The parties will divide any such Integration revenue as agreed by the parties based on factors such as each party's contribution to originating and negotiating each opportunity. The parties will endeavor to work together on mutually agreed terms for any Integration. However, Talent may, at Talent's discretion, execute any External Advertising Relationship related to Integration without involvement with FDN.

7. Action Fraud. Talent will not, and will not enable, allow or authorize any party to, directly or indirectly, generate automated, fraudulent or otherwise invalid advertising actions. If, in FDN's or YouTube's determination, activity related to content on Talent's YouTube Channels 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, an automated script or a computer program to click on an 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, for example, by clicking on an ad unit for the purpose of generating an improper click value and generating revenue (collectively, "**Action Fraud**"), FDN may

withhold any payments owed and have the right to terminate this Agreement permanently, or until such time as the matter is resolved to FDN's satisfaction.

8. **Access to Talent's YouTube Accounts/Reporting to Talent.** Talent will provide FDN with all necessary access and controls relating to the Talent's Channels and to enable the Talent's Channels to become part of the Network in such manner as FDN considers reasonable or necessary. Access will be limited only to FDN employees or contractors on a need-to-know or need-to-use basis, and will only be used for purposes necessary to further the subject matter of this Agreement (i.e., to monitor traffic, views, prepare reports, check Ad Sense numbers, etc.). FDN agrees to provide Talent with a true and correct version of the most then-current YouTube report FDN receives with respect to Talent's Channels, on no less than a monthly basis or as available to FDN from YouTube. In addition, Talent reserves the right to confirm the accuracy of the FDN report directly with YouTube provided such informational requests are conducted through and in coordination with FDN and limited to no more than once per year. FDN agrees to provide the Talent with real time revenue visibility within FDN's proprietary dashboard.
9. **Term/Termination/Survival.** The term ("**Term**") of this Agreement will commence on the Effective Date and continue perpetually unless terminated as set forth herein. Every twelve (12) months the parties may mutually agree on a payment adjustment for the Agreement. At any time either party may terminate this Agreement with 30 days written notice for any reason or no reason. Upon any such termination, neither party will have any further obligation, rights or duties to the other party, except: (a) that any undisputed payments owed by FDN to Talent prior to the date of termination will still be deemed payable in the manner provided in Section 4 above, and (b) those terms and conditions of the Agreement intended by their nature to survive the termination of the Agreement will survive termination of the Agreement.
10. **Rights & Grants.** Talent hereby grants to FDN, on a non-exclusive, worldwide and royalty-free basis, any and all necessary rights and licenses it may need to perform in accordance with the terms of this Agreement, including for example the right to use her/his/its name, likeness, and logo, registered marks if any, names of properties, etc., and to represent FDN as representative of any ad inventory/ad units/sales opportunities for the Talent's Channels as set forth herein. Notwithstanding anything to the contrary herein, Talent reserves all rights not granted herein, including the right to monetize Talent's intellectual property outside the scope of this Agreement.
11. **Independent Responsibilities.** 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.
12. **Limited Confidentiality.** Each party and its affiliates understand and acknowledge the

terms of this Agreement are confidential. From time to time during the performance of this Agreement each party may also receive certain information from the other party marked confidential. Neither party and its affiliates will, without the express written consent of the other, disclose any confidential information disclosed by one party to the other and designated confidential to any third party, nor to any employees, contractors, vendors, consultants or affiliates other than those employees who have an actual need to know such information in order to perform their duties. The parties acknowledge and agree that this Agreement may be made publicly available or available to third-parties.

- 13. Representations and Warranties; Covenants.** Talent represents, warrants and agrees that: (a) it has the full right and power to make and perform this Agreement without the consent of any third party; (b) it has any and all necessary rights or clearances it may need in connection with the Talent's Channels (to the extent it would be necessary for the specific use, i.e., display on YouTube); (c) that FDN's use of, and sale of advertising on, the Talent's Channels as set forth herein will not infringe on the rights of any person or entity, defame any person or entity, or violate any right of publicity or privacy of any person or entity; and (d) that Talent will not include in any Talent's Channels any content or materials that would violate any laws, rules or regulations, including YouTube's or FDN's general rules, terms and policies.

14. Indemnity; Limitation on Liability.

14.1. Indemnity. Talent hereby agrees to indemnify and hold harmless FDN, its shareholders, its affiliates, officers, directors, employees, agents, successors, licensees and assigns, from and against any and all causes of action, claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) (collectively, "Claims") arising out of any breach by Talent of any of the obligations, agreements, representations and/or warranties made hereunder or Talent's negligence or willful misconduct.

14.2. Except with respect to breaches of section 12 (confidentiality) and indemnification payments owed to third parties, fraud, gross negligence or willful misconduct, fdn will not be liable to the talent for amounts in excess of that payable by fdn to talent under section 4 of agreement, or otherwise for special, consequential or incidental damages or for lost profits.

- 15. Assignment.** Neither party may assign this Agreement without the prior written permission of the other party, however, Talent understands and agrees that FDN may freely assign this Agreement in the event of a sale of all or substantially all of its stock or assets.

16. Miscellaneous.

16.1. Talent as Independent Contractor and Responsibility for Personnel. This Agreement will not render the Talent an employee, partner, agent of, or joint

venturer with the Company for any purpose. The Talent is and will remain an independent contractor in relationship to the Company. FDN will not be responsible for withholding taxes with respect to the Talent's compensation hereunder. The Talent will have no claim against the FDN hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Talent's representatives and all personnel supplied directly by Talent will be deemed employees or subcontractors of Talent and will not be considered employees, agents or subcontractors of FDN for any purpose whatsoever.

- 16.2. Choice of Law and Arbitration. this agreement will be construed under, and governed by, the laws of hong kong without regard to its principles of choice of law as if all transactions were conducted in hong kong and both parties hereby submit and consent to the jurisdiction and venue of said process. the parties agree that jurisdiction and venue for any legal proceedings arising from or in any way connected to this agreement will lie in hong kong.
- 16.3. Severability. If any provision or clause of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision will be deemed modified to the extent necessary so that it is no longer unenforceable.
- 16.4. Currency. All currency in this Agreement is expressed in United States Dollars.
- 16.5. Acceptance. For the convenience of the parties, the parties may signal acceptance of this Agreement by electronic mail or such other means as may be stipulated from time to time.
- 16.6. Entire Agreement. Once the Application has been accepted by FDN, this Agreement between the parties, as of the Effective Date, supersedes any and all prior written or oral agreements between the parties in connection with the subject matter hereof. This Agreement may not be modified or amended except in writing signed by the parties hereto (save for the addition of channels as contemplated in Section 1, above, which may be affected by email).