



MASTER LICENSE AGREEMENT

I. DEAL TERMS

A. Effective Date	
B. Contact ("You")	<u>Company or Payee Name:</u> _____ <u>Phone Number:</u> _____ <u>E-Mail Address:</u> _____ <u>Address:</u> _____
C. Content	Unless otherwise agreed to by the parties, all titles made available during the Term from the below-listed Channel(s) (" Titles ") in the Products (as defined below): <u>Channel(s):</u> _____ <u>Artist Name (as you'd like it to appear on-air):</u> _____ *You may add additional Content via e-mail notification.
D. Products and Compensation	You grant QYOU the rights to use your Content in the following Products: A. Linear Feeds: scheduled and non-interactive content feeds. <u>Compensation:</u> QYOU shall pay you fifty percent (50%) of Net Revenue (as defined below) it receives for distribution of the Content in a Linear Feed. B. VOD: video on demand distribution, including program playlists. <u>Compensation:</u> QYOU shall pay you fifty percent (50%) of Net Revenue (as defined below) it receives for distribution of the Content on a VOD basis. C. Dedicated Show: a show dedicated to and entirely comprised of your Content in one or more episodes (" Episodes "). <u>Compensation:</u> QYOU shall pay you fifty percent (50%) of Net Revenue (as defined below) it receives for distribution of the Content in a Dedicated Show. D. QYOU Series: a curated compilation of audio/video content, comprised of one or more individual Episodes. <u>Compensation:</u> Each QYOU Series has a royalty rate starting at \$20 per Title per Episode. You will receive a one-time payment each time QYOU includes an individual Title in an QYOU Series Episode. A Title may be used in more than one Episode of a QYOU Series or in different QYOU Series, for which you will receive the same one-time payment for each additional use.



	<p>“Net Revenue” shall mean all revenues actually received by QYOU during a calendar quarter for the distribution of the Content in a Product, less direct ordinary industry costs incurred in distributing the Content including, without limitation, advertising costs.</p>
E. Payment Terms	<p>You are responsible for any taxes or other fees that may apply to the payments you receive from QYOU, and you will complete any required documentation required by QYOU prior to receiving payment. QYOU will pay amounts due to you under this Agreement by the 30th day of the month following the close of each calendar quarter, unless the total cumulative amount due is less than \$50.00. In that case, payment amounts will accumulate until: (a) amounts due to you total \$50.00 or more; or (b) the termination (or expiration) of this Agreement, whichever comes first. All payments will be made in United States Dollars.</p>
F. Other Conditions	



II. GENERAL TERMS

1. This Master License Agreement ("**Agreement**") is between QYOU Limited, an Irish company located at 8 Herbert Lane, Dublin, Ireland, 2 ("**QYOU**") and you, and describes the terms where you will provide the Content described in the Deal Terms for QYOU to include in the Products, which will be made available to providers of free and paid media services ("**Providers**") to their customers through platforms and technologies now in existence or yet to be invented ("**Platforms**").
2. **What You Are Responsible For.** You grant QYOU all necessary licenses, on a non-exclusive, worldwide, revocable and transferrable basis to: (a) make the Content available to Providers via the Products in the Deal Terms; (b) use the names, images, branding and other material contained in the Content in the Products; and (c) create promotional spots from the Content to promote the Content and Products in marketing and promotional materials. You are solely responsible for all materials in the Content, and any licenses and/or royalties payable to third parties (e.g. actors, brands, music) included in the Content. You will make links and other metadata relating to the Content available to QYOU in order to facilitate creating the Products. You give QYOU permission to copy, time-shift or otherwise alter the Content for time, formatting, legal or regulatory reasons, as necessary. As between you and QYOU, you own the Content. Use of your Content is solely at QYOU's discretion, and QYOU is under no obligation to use the Content.
3. **How Long.** The term of this Agreement begins on the Effective Date and ends one year from QYOU's first broadcast of the Content (the "**Initial Term**"), and will automatically renew for successive one (1) year periods (each a "**Renewal Term**" and collectively with the Initial Term, the "**Term**"). You may terminate the Agreement by providing 30 days' written notice to QYOU at any time during the Term. QYOU may terminate this Agreement at any time. If you notify QYOU that specific Content is no longer available, QYOU will use commercially reasonable efforts to remove that Content from future Products. If this Agreement expires or is terminated, QYOU and/or Providers may continue the use of the Products that include your Titles if such Products were created prior to Agreement expiration or termination.
4. **Compensation.** You will receive the consideration as set forth in the Deal Terms, in addition to the promotional value you are receiving for the Content included in the Products.
5. **Promises.** Each party warrants that it has the authority to enter into and perform its obligations under this Agreement. You further warrant: (i) you have all necessary rights to the Content to grant QYOU the rights under this Agreement; (ii) the Content does not infringe or violate the rights of any third party, including, without limitation, upon any trade names, trademarks, copyright, literary or dramatic rights, or rights of privacy or publicity of any party; (iii) the Content contains appropriate disclosures in accordance with applicable law if it includes promotional materials from a sponsor; and (iv) you have consulted and reviewed the terms of this Agreement with legal counsel. Each party will indemnify and hold the other harmless from any third party claims, damages, losses, costs or other expenses (including reasonable attorneys' fees) arising out of, or relating to its actual or alleged breach of this Agreement. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LIQUIDATED, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT. QYOU'S LIABILITY TO YOU IS STRICTLY LIMITED TO THE AMOUNT QYOU HAS PAID YOU UNDER THIS AGREEMENT.



6. Legal Stuff. The Deal Terms and the General Terms comprise the entire agreement between the parties and supersedes all prior written or verbal agreements. This Agreement shall be governed by and construed in accordance with the laws of Ireland, and you consent to the exclusive jurisdiction of the courts located in Dublin, Ireland. QYOU and you are independent contractors, and you will not be deemed an employee, partner, franchisee, agent or joint venture of QYOU. If any part of this Agreement is deemed unenforceable, the remainder of the Agreement will remain intact. Sections 3, 4 and 5 will remain in effect after the expiration or termination of this Agreement. Except as provided in Section C of the Deal Terms, this Agreement may only be amended by writing signed by both parties. All notices will be by certified mail, hand, or overnight delivery service, with return receipt requested, to the designated addresses. You may not assign this Agreement without QYOU's prior consent. QYOU may freely assign this Agreement. This Agreement may be executed in counterparts, including electronic signatures, which together will be deemed original.

By signing below, both parties agree to the Deal Terms and the General Terms:

QYOU Limited

You

Authorized Signature

Authorized Signature

Printed Name

Printed Name