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## China MCN Partnership Agreement

### Preface

This agreement sets forth the mutually agreed upon terms and conditions by and between Pioneer Media. LLC ( "China MCN" , "ShowBiz, Bravishow.com, we, our, us") registered in 30 N. Gould St. Ste R. Sheridan WY 82801 US; On the basis of the First and Last name entered into the application form ( "Content Creator, you, your" ) concerning Content Creator's grant of certain rights to **China MCN** with respect to Content Creator's China social media Channels. **China social medias include, xiaohongshu.com, weisee.com, douyin.com, kuaishou.com, wechat videos, ixigua.com, toutiao.com, zhihu.com, sohu.com, baijiahao.baidu.com, bilibili.com, om.qq.com, youku.com, iqiyi.com.**

In consideration of the mutual promises contained herein, and other consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. Overview.

Content Creator is the Content provider **on China social medias properties** and also the producer/creator/authorized licensee of content that appears therein. Content Creator desires, in exchange for the payment to Content Creator of the fees payable hereunder, for the Content Creator China social media Properties to become part of the multi-channel network owned or controlled by **China MCN** and included directly in our relationship with China social medias for the purposes of total video views, unique impressions, inventory sales, optimization and ongoing management, and reporting, among other things. China MCN shall have the exclusive right to sell advertising on the Content Creator China Social Media Properties and to collect any and all

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revenue generated from the Content Creator China Social Medias Properties (i.e., ad sales, Google Ad Sense, video ad sense, premium sponsorships, etc.), all as set forth in greater detail below.

## **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 Content Creator China Social media Properties) for the Content Creator China Social Media Properties shall be included or "rolled up" exclusively into China MCN's total numbers and China MCN shall be entitled to receive any and all payments in connection therewith directly from China social medias. This shall include, but is not limited to, any content made available on the Content Creator China social media Properties, through any means (streaming VOD, "live-streaming," or other models of delivery as may be made available by China social medias) and through any devices enabled by China social medias, as China MCN may determine.

## **3. Payments.**

3.1 VOD Content. Subject to Content Creator's compliance with the terms and conditions of this Agreement, for each piece of video content that is displayed in streaming VOD format on Content Creator's China Social Media Properties hereunder, Content Creator shall be entitled to receive from China MCN:

**70% of all revenue** for all advertising in connection with Content Creator's China Social Media Properties.

**70% of all revenue generated by merchandise/ e-commerce/service fee/consultant fee sold and /or served by**

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## **China MCN in connection with Content Creator's China Social Medias Properties.**

When the content creators meet the following three requirements, China MCN will send you notice to start minimum fixed salary per month.

- (1) Content creators continuously provide us contents at least one year old.
- (2) There are at least 2,000 subscribers who came from your followers.
- (3) You need to have received at least 100 views per day during the last 30 days.

**Minimum fixed salary** \_\_\_\_\_ per month for the exclusive content creators on Chinese social medias

### **3.2 Payment Terms.**

China MCN shall pay Content Creator any fees owed hereunder within thirty (30) days following China MCN's receipt of payment from China social medias in connection with the Content Creator's China Social Media Properties.

Minimum payment amount starts from 100 USD.

Payments shall be made by Bank transfer, Paypal or Western Union at China MCN's election in regard to the amount required to pay out in relation to the minimum viable payment amounts, to an account that Content Creator specifies, in the currency of United States dollars. Notwithstanding the foregoing, China MCN will have no obligation to pay any amounts, and is permitted to deduct or withhold any amounts owed, determined or reasonably suspected by China MCN in its sole discretion to have resulted from:

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- (i) Action Fraud, 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 China MCN and/or China Social Medias believe to be fraudulent or misleading or violative of either of their respective terms of service, guidelines, rules, or privacy policies. China MCN reserves the right to withhold or deduct payment, if applicable, pending China MCN's reasonable investigation of any of the foregoing or any breach of this Agreement by Content Creator.

#### **4. Ownership/Control.**

**China MCN put all the content creators under one account opened on all China social medias. China MCN shall retain full control and ownership of, and absolute liability for, the Content Creator China Social media Properties.** The content creators are responsible for creation and procurement and partly video editions. China MCN takes care of uploading of all content therein, and the ongoing management and look and feel of the Contents. China MCN shall have the absolute right to notice Content Creator and will remove content immediately upon any notice of copyright violation, or violation of any party's rights. 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 China MCN's terms, rules, policies or other business interests, shall also be removed immediately upon request.

#### **5. Right to Sell Content Creator China Social Media Properties.**

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**5.1 China MCN will have the right**, throughout the Term of this Agreement, to represent, sell, and manage any and ad inventory on the Content Creator China Social Medias Properties, including any ad sales against content contained therein. China MCN will collect all revenues generated from its work with the Content Creator China Social Medias Properties directly (including, for example, through Ad Sense, Video Ad Sense, direct sales, China MCN's direct sales, or sales by any other party on the Content Creator China Social Media Properties), and then make payments to Content Creator in accordance with this Agreement. China MCN shall have the right to turn China's ad sales "off", i.e. not allow China social medias to sell the Content Creator China Social Media Properties directly or through Ad Sense. Each party acknowledges and agrees that any external advertising relationships in China that shall be managed by China MCN. In every case, China MCN shall coordinate with Content Creator to work harmoniously with the China External Advertising Relationships.

**5.2 Either party sell 'branded integrations'** or 'product placements' with respect to Content Creator's China Social Media Properties, provided any such Integration and terms associated therewith are approved by Content Creator. The parties will divide any such Integration revenue as agreed by the parties. The parties shall endeavor to work together on mutually agreed terms for any Integration. Content Creators **can not execute** any China External Advertising Relationship related to an Integration if without involvement with China MCN.

### **6.1. Action Fraud.**

Content Creator 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 China

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MCN's reasonable business judgment, activity related to content on Content Creator's China Social Media Properties 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"), China MCN may withhold any payments owed and have the right to terminate this Agreement retroactively and permanently, or until such time as the matter is resolved to China MCN's satisfaction.

## **6.2. Copyright Infringement**

**Content Creators will send China MCN the video clips and raw materials, China MCN will edit, Chinese translate and create new videos to make it different from their contents on their YouTube, Facebook, Instagram accounts, in order to not conflict or interfere with China MCN's promotional or sales efforts and ongoing advertising campaigns.** Content Creator will not, and will not enable, allow or authorize any party to, directly or indirectly, **upload exactly same contents** to their YouTube Properties that infringes on any copyrighted properties of another company or individual or, also that breaches YouTube's current or previous copyright terms of service.

**7. China MCN** owns the right and access to all China social media accounts.

The content creators cannot access the accounts during or after the contract periods. On a need-to-know or need-to-use basis, the content creators are able to access to the backend to monitor

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traffic, views, history reports, check Ad Sense numbers, etc.). China MCN agrees to provide Content Creator with a true and correct version of the most then-current China social media reports. In addition, Content Creator reserves the right to confirm the accuracy of the China MCN report directly with China social medias provided such informational requests are conducted through and in coordination with China MCN and limited to no more than one time per year.

## **8. Term/Termination/Survival.**

**8.1 This agreement is valid for a 24 month period** from the point of China MCN' s approval. The agreement will further extend by 24 months at the end of the contract period if not canceled by the Content Creator during this initial term.

**8.2 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 that any undisputed payments owed by China MCN to Talent prior to the date of termination will still be deemed payable.

8.3 All history posts can not be removed from the China social medias after the content creators decide to terminate the agreement.

## **9. Rights & Grants.**

Content Creator hereby grants to China MCN 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

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represent China MCN as representative of any ad inventory/ad units/sales opportunities for the Content Creator China Social Media Properties as set forth herein. Notwithstanding anything to the contrary herein, Content Creator reserves all rights not granted herein, including the right to monetize Content Creator' s intellectual property outside the scope of this Agreement.

### **10. 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.

### **11. Limited Confidentiality.**

Each party understand and acknowledge that the existence of and terms of this Agreement is confidential.

### 12. Indemnity; Limitation on Liability.

#### 12.1 Indemnity.

Content Creator hereby agrees to indemnify and hold harmless China MCN.

12.2 Except with respect to breach, indemnification payments owed to third parties, fraud, gross negligence or willful misconduct, no party shall be liable to the other for amounts in excess of that paid by China MCN to Content Creator under this Agreement or for special, consequential or incidental damages or for lost profits.

### 13. Miscellaneous.



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**13.1 Content Creator as Independent Contractor** and Responsibility for Personnel. This Agreement shall not render the Content Creator an employee, partner, agent of, or joint venturer with the Company for any purpose. The Content Creator is and will remain an independent contractor in relationship to the Company. China MCN shall not be responsible for withholding taxes with respect to the Content Creator' s compensation hereunder. The Content Creator shall have no claim against the China MCN 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. Content Creator' s representatives and all personnel supplied directly by Content Creator shall be deemed employees or subcontractors of Content Creator and will not be considered employees, agents or subcontractors of China MCN for any purpose whatsoever.

**13.2 CHOICE OF LAW AND Arbitration.**

This Agreement shall be construed under, and governed by, the laws of the United States of America. The parties agree that jurisdiction and venue for any legal proceedings arising from or in any way connected to this Agreement will lie in the United States of America.

**13.3 Entire Agreement.** If the foregoing correctly sets forth the understanding and agreement between Content Creator and China MCN, please sign, scan the document and send the digital copy of this Agreement by email attachment to China MCN, whereupon this document shall constitute a binding agreement between the parties as of the Effective Date. This Agreement may not be modified or amended except in writing signed by the parties hereto.

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**13.4 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 shall be deemed modified to the extent necessary so that it is no longer unenforceable.

BY SUBMITTING THE FORM WITH A URL, YOU HEREBY AGREE TO THESE TERMS AND THAT YOU CONFIRM THAT YOU ARE EITHER OF LEGAL AGE OR HAVE PERMISSION FROM A PARENT OR GUARDIAN.

**Bravishow.com**

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