



The MTS Network, LLC
304 S Bowen Rd Arlington, TX 76018
(972)559-0168
www.themtsnetwork.com
Aqua Jones CEO

This Content Streaming Agreement (the "Agreement") is made effective as of [Effective Date], by and between The MTS Network, a company organized and existing under the laws of Texas, with its principal place of business at 304 S Bowen Rd Arlington, TX 76013 (hereinafter referred to as "The Platform"), and [Filmmaker's Name], an individual/production company organized and existing under the laws of [Filmmaker's Country/State], with its principal place of business at [Filmmaker's Address] (hereinafter referred to as "Creator"). These are our current terms and conditions regarding film submissions. We reserve the right to change and/or update them at any time. You may not be notified, however, the form you sign will be upheld if a new addition is put into place.

WHEREAS, Filmmaker is the owner of certain audiovisual content, including but not limited to films, documentaries, or other video content (hereinafter referred to as "Content").

WHEREAS, The Platform is a streaming service that seeks to showcase and distribute independent films to a global audience.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Grant of Rights

Creator grants The Platform the non-exclusive right to stream, display, and distribute their Content on The Platform's website and associated applications to its users during the term of this Agreement.

In submitting your film ("content") to The Platform, you hereby certify that you are the original owner, content creator, filmmaker, studio, and/or license/rights holder, and/or a duly authorized agent thereof, for any and all of the content submitted by you.

You hereby grant The Platform future streaming service and current streaming service which is available on www.mtsn.watch and future OTT/CTV platforms, including but not limited to Apple TV, Amazon Fire TV, Prime, Sony/Samsung TV and LG Networks.

The platform accepts submissions on a first come first-served basis and has final say in all films we present on The Platform.

***Important - Submission of your content does not guarantee that your title will be selected for distribution on our platform. Below shall list submission guidelines.**

If for any reason your film is not accepted for monetization and distribution via The Platform, it more than likely means that your content might not have been a good fit.

Due to occasional backlog, please allow up to thirty (30) days for your film to appear on the channel. You may not be notified that your film has been added to the channel line-up, so we suggest you add The MTS Network sites into your personal preferences.

If for any reason your film is not showing on The Platform after thirty (30) days from submission, please contact us at info@mtsn.watch. The MTS Network reserves the right to cancel this agreement at any time and remove your film from the platform. In the event this agreement is canceled, your film will be promptly removed, and all revenue owed to you, up to the date of removal, will be paid to you in the next payout cycle.

Reasons for Unacceptance:

All content submitted for distribution consideration to The Platform, including video assets, cover images, and metadata, must adhere to the following content policy guidelines. These guidelines may change over time. Failure to comply with these guidelines will result in refusal or removal of your content.

- Sexually explicit
 - No pornography
 - Content cannot be majority nudity
 - Content that glorifies illegal sexual acts, including but not limited to, incest, necrophilia, or bestiality
 - Content intended expressly to sexually stimulate
- Violent or Graphic
 - Contains graphic depictions of extreme gore, decapitations, unsettling content, excessive violence intended for shock value
- Dangerous or Unlawful
 - Content that promotes, endorses or incites the viewer to engage in dangerous or harmful acts against others
 - Promotes organized crime, terrorism, and other illegal activities
 - Promotes illegal acts of animal abuse of any kind
 - Promotes advice on how to become in illegal lifestyles
 - Promotes how to create or build dangerous materials
- Hate

- Contains Derogatory comments, hate speech, or threats targeting groups or individuals
- Incites racial or gender hatred, or promotes groups or individuals that support those beliefs
- Harassment and cyber bullying
 - Contains Abusive, and/or humiliating language
 - Promotes Stalking or intimidation of any kind
 - Promotes Malicious or harassing including but not limited to videos obtained without consent such as voyeurism, stalking
- Illegal and infringing content:
 - It is your responsibility to ensure that your content does not violate any applicable laws or copyright, trademarks, privacy, publicity, or any and all other rights.

Even though content may be freely available, it does not mean that you are free to copy and sell.

Please check all boxes for content being submitted:

- Feature
- TV Show/Series
- Trailer
- Web Series
- Proof of Concept
- Short less than 15 min
- Short 16 min or more
- Podcast Audio
- Podcast Video
- Music Audio
- Music Video
- Other Please describe:



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Term

The initial term of this Agreement shall be [Duration], commencing on [Start Date]. Either party may terminate this Agreement by providing a 5 day written notice to the other party.

You may also cancel this agreement at any time by simply emailing info@themtsnetwork.com with your request to cancel. In the event that you cancel this agreement, your film will be removed from all channels involving The MTS Network within five (5) days and all revenue owed to you, up to date of removal, will be paid to you.

Revenue Sharing & Other Compensation Options

Revenue Sharing - The Platform and Creator shall agree upon a revenue-sharing model, specifying the percentage of revenues earned from the streaming and distribution of the Content. Payments shall be made on a monthly basis.

Current monetization options available are:

- TVOD - our pay-per-view - the Creator will choose the price of their content to be listed on The Platform and The Platform will receive 10% of the revenue.
- SVOD - Subscriptions - if content is listed as exclusive content on The Platform a percentage of subscription revenue can be shared with content creator based on viewership.

The MTS Network agrees to pay the Creator a percentage share (revenue share) of the following options:

- AVOD - ad-supported - when it becomes available will be based on viewership. Terms will be better defined once option becomes available to the Creator.

The revenue earned from the monetization and distribution of your content via The MTS Network will be paid monthly to the individual/company you list below.

Payout cycle would be after 30 days from the date of upload to channel. Revenue reports are generated in the first 10 days of each month for the prior month. Payouts shall be made between the 15th - 20th of each month for the prior month's earnings.



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*A Unique view is considered to be a view by an individual the first time a work is viewed at least 90% completion

Features & Others will be loaded with both AVOD (when available) & TVOD opportunities (if requested)

Shorts will only be available on AVOD (when available) unless otherwise approved by The MTS Network.

PAYMENTS:

***Important* To be paid Outside of the US, you MUST choose PayPal option below.**

Payable to:

Please choose ONE option below for payment:

Option 1: PayPal Email *Required below

Option 2 : Bank to Bank Direct Deposit ACH (our bank is JP Morgan/Chase)

Required Bank information for any above type of Direct Deposit - ACH Transfer
(All information is secure)

Which Option from above do you choose?

Name of Bank

Personal Acct

Business Acct

Routing #

Account #

Email

Address

Phone

Complete information must be kept up to date. If it changes, it is up to the creator/submitter to contact us so we can update our records. If we do not have your contact information, we have no way to let you know if an issue arises. Please go back and fill out required info.

We must have current information to make all transactions complete. If we do not, there may be a delay in payment until we have received the corrected and



updated information. We are not to be held responsible for any outdated information that has not been updated with us and therefore not responsible for any debts that accrue due to said delay in payment. If you have not received payment, please verify that all information is correct and updated with us. By electronically signing this document, you agree that this is a legal and binding document but will only be honored for films that have been accepted by the platform for streaming. You understand that if your content is not accepted, this contract is null and void.

Representations and Warranties

- a) Creator represents and warrants that they are the sole owner of the Content, or have obtained all necessary rights and licenses for its distribution on The Platform.
- b) The Platform represents and warrants that it has the necessary rights and permissions to stream and distribute the Content on its platform.

Please check all boxes that apply to YOU:

- Original Content Creator/Filmmaker
- TV/Film Studio
- Distributor/Aggregator
- Other Rights Owner/Licensee

Please check only ONE of the following:

Distribution Territories

- You are giving us Non-Exclusive US distribution rights only
- You are giving us Non-Exclusive US & Worldwide distribution rights
- You are NOT giving us non-exclusive rights in these countries only: (please list countries in which we cannot stream your film due to territory sales)

Promotional Efforts

Both parties shall engage in reasonable promotional efforts to maximize the visibility and reach of the Content on The Platform.

Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, liabilities, losses, or expenses arising out of any breach of this Agreement or any alleged infringement of third-party rights related to the Content.



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The Platform makes no guarantee as to how much your content will earn on our platform(s). Advertisements ("ad streams") are provided, reported and paid-out by third-party advertising agencies and specialized ad providers and actual advertising revenue is based on many factors, including total unique views, viewer demand, available advertising inventory ("fill rate"), current advertising CPMs, and others. The Platform shall have no control over any of these factors beyond the integration and operations of the individual advertising streams provided by them. This has the same effect for TVOD and SOD but has more to do with viewers. Furthermore, you agree to hold The Platform harmless of any lawsuit, claim, or other legal action(s) that may arise from submitting your content for monetization and distribution on The Platform. Should you have any legal questions or concerns regarding your submission, you can contact us via email listed above or use the 'Contact Us' form on our website at www.themtsnetwork.com

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Texas. Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the rules of JAMS in Los Angeles, California.

DECLARATION OF RIGHTS AFFIDAVIT

I declare under penalty of perjury that I hold all legal rights to have any work submitted to you at The MTS Network for streaming for the title(s) in the listed marketplaces (U.S. or worldwide) and offer types (rent, free, etc) with The MTS Network, etc)

- ★ This includes, but is not limited to all clearances of copyright, music rights, film rights, and any and all other rights you must hold.
- ★ This agreement is intended, and will be used for, all movies, shorts, documentaries, series, features, etc...that is submitted to The MTS Network.
- ★ There will be no other contract signature needed for on-going or multiple submissions given over time.

I understand the information and materials I agree to provide are the following:

- Master copy of video/work - H.264, or mp4 at your highest quality are preferred.
- Title Name



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- Title Metadata - Title details which includes any Sub-Title, a Killer Tagline, 1 paragraph synopsis, Cast list of 3-4 main actors, Director, Producer, and any other relevant information (All of this information MUST be attached)
- Category - Feature, short, documentary, music video, audio, podcast, etc...
- Genre - ie...Sci-Fi, Drama, Romance, Action, Documentary, Foreign Film, etc
- Country of Origin
- Poster - formatted to 210×270 pixel resolution peg or png files preferred and must not include company logos, awards, ratings, and/or other promotional material
- Note- For podcasts, music audio or video MUST have a poster included, as well If submitting a foreign film, and it is not in English, then English sub-titles MUST be already dubbed and embedded into film BEFORE submission

Minimum episodes for a Series is three (3). Maximum allowed up to 20 per season.

IN WITNESS WHEREOF, the parties hereto have executed this Content Streaming Agreement as of the date first above written.

Aqua Jones

On behalf of The MTS Network

Submitter Signature

Date

Company Name (optional)