

IFTA™ DISTRIBUTION AGREEMENT

This Distribution Agreement (“Agreement”) is made as of
DATE (“Effective Date”) between the following Licensor and Licensee:

Licensor:

Name/company:

Address:

Country:

Primary Email:

Licensee:

Click Media, Inc.

Email: info@clickapp.tv

Subject to timely payment of all monies due Licensor and Licensee’s full performance under this Agreement, Licensor licenses non-exclusively to Licensee, and Licensee accepts from Licensor, the following Licensed Rights mentioned throughout the Territory for the Agreement Term in the Authorized Languages subject the following terms and conditions stipulated in this agreement.

This Agreement has been drafted using the IFTATM Distribution License Agreement. Licensor and Licensee have executed this Agreement as of the Effective Date written above to constitute a binding contract between them.

Licensor:

Name/company:

Date:

Title:

Its Authorized Signatory:

Licensee:

Name/company: Click Media, Inc.

Date:

Title: CEO

Its Authorized Signatory:

VOD DISTRIBUTION AGREEMENT

DEAL TERMS

Any right not specifically licensed to Licensee in the Licensed Rights Terms (below) is not granted to Licensee and reserved to the Licensor.

I. BASIC LICENSE TERMS

Licensed Title(s):

Territory and Region:

Territory: Worldwide

Agreement Term and License Period:

Agreement Term: The Agreement Term starts on the Effective Date of this Agreement and ends when the specified term length in years and or months have ended as follows.

License Period: The License Period starts on the Effective Date as indicated below.

Licensed Rights	Years	Months
Internet /VOD	5	0

Effective Licensing Date

Ten days after approval and reviewing all movie/series files

Authorized Language Use(s):

Authorized Language(s): ☐ Original Language; ☒ English Language

Authorized Language Use(s): ☐ N/A ☐ Dubbed

II. LICENSED RIGHTS TERMS

NOTE: This contract is for **non-exclusive**, non-transferable rights for the specific use of the film/movie/series/project on the "CLICK: Movies & TV" streaming platform.

Licensed Rights: AVOD, internet, mobile, OTT

"AVOD" means the delivery of an encrypted, on-demand streaming signal of audio-visual content or programming to a viewer at no charge, provided that the viewer is presented with advertising for goods and services (including, without limitation, banner and pre-roll advertisements). Such streaming must be in a format that permits viewing only, expressly prohibiting the downloading or storing of the content on any device. This definition encompasses delivery across all versions of the applications owned and operated by the Licensee, including web applications, mobile applications, and over-the-top (OTT) applications (Amazon Fire TV, Android TV, Google Play, Apple TV, and future platforms including Samsung TV and Roku TV).

For Avoidance of Doubt content licensed hereby can be made available to consumers only on the apps directly owned and operated by Licensee.

III. FINANCIAL TERMS

Royalties:

From the revenue generated from the licensor's title(s), 25% (twenty five percent) of the app performance revenue is payable to Licensor as stipulated bellow.

Performance Revenue shall be defined as all moneys received by the AVOD platform less any present or future VOD streaming state, federal or local taxes, applicable dubbing expenses for foreign titles, and app advertising expenses if any.

Royalty statements are to be provided quarterly during the Term. Payments are due quarterly, 30 days after each quarter and should accompany performance statements sent to Licensor for each Accounting Period.

Quarterly Accounting Dates are 31 March, 30 June, 30 September and 31 December.

Payment Methods:

WT - Wire Transfer only in USD dollars

IV. DELIVERY TERMS

Delivery Method: Digital Download , submission through the producer account

In addition, licensor will supply appropriate copyright documentation for any or all of the licensed titles if requested by the licensee at any time during the license term.

Music Licenses: If any films, series, and trailers contain any master recordings or outside copyrighted materials, then Such contracts, licenses and permissions must convey to Producer the right to use the music, lyrics or recordings, as applicable, in the titles and trailers, worldwide, in any and all media versions in perpetuity, without payment required by licensee of any further compensation for the grant of such rights.

If at a future date any music licenses are requested by the licensee, a signed copy of the applicable master use and/or publishing synchronization licenses for the music incorporated in any licensed titles (which shall include each music composition included in any films, series, and trailers) and any other necessary permissions in a form customary in the music industry shall be provided by the licensor.

Guild Approvals: Licensors confirm that no guild approvals are needed for licensed titles and any such approval is not necessary and will not be necessary during the license term.

REPRESENTATIONS and WARRANTIES. Licensors hereby warrant and represent that it has the full right, title, interest and copyright in and to the Picture, and any parts therein, including but not limited to any persons, their names and likenesses, property, products and proprietary brands that appear in the licensed titles, and that it has not been responsible for any act which has resulted or may result in the impairment of such right, title, interest, and copyright, nor will it do so during the term of this Agreement. a. Licensors also warrant and represent that it has the full and exclusive right, power and authority to enter into and perform this Agreement, and all rights granted herein are and will be free and clear of liens, encumbrances, or claims of every kind, from any third party, including but not limited to producers.

Use of Artificial Intelligence. In the event that any projects, movies, or series provided hereunder are produced, in whole or in part, utilizing Artificial Intelligence (“AI”) tools, models, or technologies, [Licensor/Producer] represents, warrants, and covenants that: (a) [Licensor/Producer] holds the valid and unencumbered right to license such content to [Licensee: Click Media, Inc]; (b) the utilization of AI in the creation of the content does not infringe upon or misappropriate any third-party intellectual property rights, rights of privacy, or rights of publicity; and (c) the content complies with the terms of service of any AI platforms utilized in its creation. [Licensor/Producer] retains full legal liability for any third-party claims arising from the use of AI in the licensed content.

Licensee hereby represents and warrants that it has the full right, power and authorization to enter into and perform the obligations under this agreement, it is duly organized and validly existing and will remain so throughout the Term, it will comply with all applicable laws with respect to performance of its obligations under this agreement, it will act in good faith towards Licensors at all times in relation to this Agreement, it has industry standard human, physical and technological resources and processes, including adequate redundancy, physical security, access security controls, as well as disaster recovery plans, security incident reporting policies, change management policies, and more, with respect to Licensee’s Platform.

V. ADDITIONAL TERMS

Governing Law: Nevada

This Agreement will be governed by and interpreted under the Governing Law. Unless otherwise indicated, the Governing Law is Nevada law.

Dispute Resolution:

Any dispute under this Agreement will be resolved by final, binding arbitration under the IFTATM Rules for International Arbitration in effect as of the Effective Date.

Forum: Clark County, NV

The exclusive location for resolving disputes under this Agreement is the Forum. Unless otherwise indicated, the Forum is Clark County, NV.

Promotional Materials & Advertising:

(a) Marketing and Promotion: Licensee (and its authorized agents or partners) shall have the right to advertise, market, and promote the Licensed Content, the Licensee's Platform, and the availability of the Licensed Content on the Platform, across any media or locations whatsoever (whether now known or hereafter devised). To facilitate this, Licensee may utilize the delivered content and any related images, trailers, logos, artwork, publicity materials, and metadata provided by Licensor. Licensee reserves the right to make reasonable alterations to such materials, and to create short video clips from the Licensed Content, as Licensee deems necessary for promotional purposes.

(b) Advertising Insertion (AVOD): As the Platform operates as an Ad-Supported Video on Demand (AVOD) service, Licensee shall have the absolute right to insert advertisements, graphics, videos, and logos into the playback stream of the Licensed Content. This includes, without limitation, the right to utilize pre-roll, mid-roll, and post-roll ad placements via all distribution modes and platforms.

Format Editing & Content Modification:

Licensee reserves the right to modify the technical format of the Licensed Content as necessary for optimal playback in the streaming market. Furthermore, Licensee shall have the right to edit, cut, or modify the content of the movie/project/series: (a) to ensure compliance with any applicable federal, state, or local laws, regulations, or restrictions; and (b) to adapt the content for a wider commercial and advertiser-friendly audience. At Licensee's sole discretion, these commercial adaptations may include, without limitation, the removal, dubbing, or obscuring of profane language, graphic violence, or any other material Licensee deems necessary to meet regulatory standards or platform guidelines.

Termination: This Agreement may be terminated by Licensor for any of the following reasons:

- Any missed payment or payment that is overdue more than 30 days from the due date.
- Licensee's application for bankruptcy proceedings and protection.

If Termination Notice is issued, all Rights granted by this Agreement will revert back to Licensor effective immediately and as of the date of the Termination Notice; Upon the issuance of the Termination Notice Licensee will immediately cease and desist any and all distribution of the content hereby licensed or be liable for damages.

Termination at Will. Notwithstanding anything to the contrary contained herein, Click Media, Inc shall have the absolute right to terminate this Agreement at any time, without cause, in its sole and absolute discretion, effective immediately upon the delivery of written notice to Licensor. Upon the effective date of such termination, Click Media shall remit to Licensor any and all accrued but unpaid revenue-share or royalties rightfully owed under this Agreement up to the date of termination. Licensor acknowledges and agrees that upon such termination, Click Media shall not be liable for any prospective profits, anticipated royalties, or any consequential damages arising from the termination of this Agreement.

INDEMNIFICATION

[Licensor/Producer] agrees to defend, indemnify, and hold harmless [Licensee/Click Media, Inc], its parent, subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, actions, causes of action, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or resulting from: (a) any breach or alleged breach of any representation, warranty, or covenant made by [Licensor/Producer] in this Agreement; (b) any claim that the licensed content (including any elements generated or assisted by Artificial Intelligence) infringes upon, misappropriates, or violates any third-party copyright, trademark, trade secret, right of privacy, right of publicity, or any other intellectual property or proprietary right; and (c) any claim of defamation, libel, or slander arising from the licensed content.

Control of Defense: [Licensee/Company] shall promptly notify [Licensor/Producer] of any such claim. [Licensor/Producer] shall assume the defense of such claim at its own expense using counsel reasonably acceptable to [Licensee/Company]; however, [Licensee/Company] reserves the right to participate in the defense with counsel of its own choosing at its own expense. [Licensor/Producer] shall not settle any claim without the prior written consent of [Licensee/Company], which shall not be unreasonably withheld.

FORCE MAJEURE

If either party's performance hereunder is prevented by reason of a Force Majeure event, then during the existence of such event, the effected party shall not be liable for its failure to timely perform its obligations hereunder and this Agreement shall be extended for a period equal to the delay caused by the occurrence of the Force Majeure event. If such delay or interruption continues for more than six (6) months, either party may, at its option, terminate this Agreement.

"Force Majeure" as used herein shall mean fire, flood, epidemic, earthquake, explosion, accident, labor dispute or strike, Act of God or public enemy, riot or civil disturbance, invasion, war or armed conflict or any other similar thing or occurrence not within the control of that party.

ASSIGNMENT

Click Media, Inc shall have the right to assign, transfer, or convey this Agreement in whole and without limitation, to any parent, affiliate or subsidiary or to any other responsible third party who acquires all or substantially all of such party's assets or ownership interests. Any other assignment, transfer or conveyance shall require the prior written approval of all parties. Any attempted assignment or attempted conveyance that does not fully comply with the terms and conditions of this paragraph shall be null and void and shall be of no force and effect.