

CONTENT PARTNERSHIP AGREEMENT

This Web Content Partnership Agreement (the "Agreement") is effective [OCT 1ST, 2021],

BETWEEN: [PLUS MEDIA INC.] (the "CONTENT Owner"), a corporation organized and existing under the laws of [British Columbia/Canada], with its head office located at:

AND: [223, 7837 - 120A st, Surrey BC V3W0W9]

[PLUS TV.] (the "Content Provider"), an individual with his main address located at cr a corporation organized and existing under the laws of [BRITISH COLUMBIA/CANADA], with its head office located at: [13412, 72AVE SURREY BC, V3W2N8]

WHEREAS, [PLUS MEDIA INC.] is the owner or licensee of certain Web AND app services which are accessible through the URL www.THEPLUSTV.com , and as well the APP PLUS TV HD (collectively referred to as the "Site Owner Site")

WHEREAS [PLUS TV] operates an Internet site with that provides video content (the "Content");

WHEREAS Site Owner wants to establish a web link from the Site Owner Site to a [CO-BRANDED or WHITE LABEL] version of the Content Provider Site (the "Co-branded Site") in order to make the Content easily accessible to Site Owners' users; and

WHEREAS Content Provider wants to establish the Co-branded Site and have it linked to the Site Owner Site in order to expose the Content to Site Owners' users;

NOW, THEREFORE, Site Owner and Content Provider hereby agree as follows:

1. LINKS

Site Owner will place links, at its sole discretion, from relevant portions of the Site Owner Site to the Co-branded Site.

2. CO-BRANDED SITE

2.1 Operating and Serving

Content Provider shall launch the Co-branded Site , unless otherwise agreed to by the parties. Content Provider will operate and serve the Co-branded Site in a manner consistent with the present quality standards of Site Owner and which meets response performance standards for Site Owner users at least as good as those of the Site Owner Site. In addition, Content Provider will be responsible for system operation software costs, hardware costs, and network costs.

Content Provider will generate weekly traffic reports and provide Site Owner with traffic reports. Content Provider will be responsible for integration of Site Owner's ad serving software with the Co-branded Site.

Content Provider shall not sell or place advertisements or sponsorships on any page of the Co-Branded Site for any entity or person and shall not sell any merchandise or other items on any page of the Co-branded Site without the prior approval of Site Owner. In addition, without Site Owner's prior approval, Content Provider shall not place a link to the Content Provider Site or any other site on the Co-branded Site.

Additional services and functionality that are developed by Content Provider for the Content Provider Site (or any successor to it) will be provided by Content Provider at no cost so that the Co-Branded Site is maintained at a level substantially equal to the Content Provider Site as it appears from time to time. Site Owner may elect not to include on the Co-branded Site any such additional services and functionality. Site Owner shall have the right to provide online access to the Co-Branded Site to Site Owner's subsidiaries, joint venture partners of Site Owner, and licensees of the Site Owner Web services.

2.2 Look and Feel; Branding

Site Owner shall create and design the "look and feel" of the Co-branded Site. The Co-branded Site shall include Content Provider's logo (subject to Site Owner's approval) displayed on each page, unless otherwise agreed to by both parties. Site Owner, in its sole discretion, shall determine the URL (domain name) of the Co-branded site.

3. TEASERS

Site Owner may use portions of the Content to create "teasers" (previews) to be displayed, in Site Owner's sole discretion, throughout the Site Owner Site and throughout any website or network of sites to entice users to view the Co-branded Site.

4. LICENSES

To the extent access to the Co-branded Site is deemed a use, public display, transmission, distribution or reproduction of the Content, or to the extent the Content is actually used, publicly displayed, transmitted, distributed or reproduced on the Site Owner Site, Content Provider hereby grants Site Owner a non-transferable (except as provided herein), royalty-free (except as provided herein), worldwide license to use, publicly display, transmit, distribute and reproduce the Content during the Term solely for the purposes described herein. In addition, subject to the terms and conditions of this Agreement, Site Owner hereby grants Content Provider, and Content Provider hereby grants Site Owner, the right to reproduce and display the other's logos, trademarks, trade names and other similar identifying material solely for the limited purposes described herein.

5. NO INFRINGEMENT

Each party has the right to enter into this Agreement and to grant the licenses provided herein. Each party represents and warrants that neither its website nor any elements or parts thereof (other than content placed on such site by a third party, of which the site owner does not have actual knowledge) will violate or infringe upon the patent, copyright, literary, privacy, publicity, trademark, service mark or any other personal or property right of any person, nor will same constitute a libel or defamation of any person or entity. EXCEPT FOR THE FOREGOING REPRESENTATIONS AND WARRANTIES, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WHICH WOULD EXTEND BEYOND THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN.

6. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party and the other party's officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach of any warranty, representation, covenant or agreement made by the indemnifying party in this Agreement. The foregoing indemnity is conditioned upon: prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; complete control of the defense and settlement thereof by the indemnifying party; and such reasonable cooperation by the indemnified party in the defence as the indemnifying party may request.

7. PRESS RELEASES

The parties may jointly prepare press releases concerning the existence of this Agreement and the terms hereof. Otherwise, no public statements concerning the existence or terms of this Agreement will be made or released to any medium except with the prior approval of both parties or as required by law.

8. CONFIDENTIALITY

During the Term of this Agreement and thereafter, each party will use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other party's Confidential Information to any third party without the prior written approval of the other party. Notwithstanding the foregoing, it will not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

As used in this Agreement, the term "Confidential Information" refers to: i. The terms and conditions of this Agreement; ii. Each party's trade secrets, business plans, strategies, methods and/or practices; and

iii. Any other information relating to either party or its business that is not generally known to the public, including but not limited to information about either party's personnel, products, customers, marketing strategies, services or future business plans.

Notwithstanding the foregoing, the term "Confidential Information" specifically excludes:

- i. Information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party;

ii. Information that is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party;

iii. Information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and

iv. Information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

9. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated hereby, supersedes all previous agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other officer, agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.

10. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures will be considered original signatures.

11. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS; PROVIDED THAT THIS SECTION DOES NOT LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (A) WILLFUL AND MALICIOUS MISCONDUCT; (B) DIRECT DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY; (C) BODILY INJURY OR DEATH CAUSED BY NEGLIGENCE; OR (D) INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS HEREUNDER.

12. SURVIVAL

All terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assigns.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [Surrey, BC] on the date indicated above.

[PLUS MEDIA INC]



Authorized Signature

Lavish Mittal_(Director) _____
Print Name and Title

[PLUS TV]



Authorized Signature

Gagandeep Singh_(C.E.O) _____
Print Name and Title