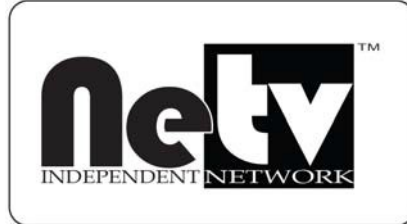




NeTV™ Networks LLC



NEW ERA TELEVISION

**PRELIMINARY DISTRIBUTION AGREEMENT
NeTV™ NETWORKS LLC U.S.A.**

FOR PAY-PER-VIEW SELLERS ONLY

Valid From: 01/01/2017 To 01/01/2018

Copyright & Disclaimer

This business plan is presented here to benefit and promote the services of NeTV™ Networks LLC. The information and ideas herein are the confidential, proprietary, sole, and exclusive property of NeTV™ Networks LLC.



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In consideration of their respective covenants warranties and representations, together with other good and valuable consideration, Distributor and Producer hereby will accept and agree as follow:

PICTURE: Producer will deliver to Distributor the documentation, advertising and physical materials (the "Materials") set forth in the attached Delivery Schedule, relating to the PRODUCTION FORMAT (DIGITAL DV or HARDDRIVE FILE - All video files type are accepted.)

RIGHTS GRANTED:

- a) Producer hereby grants to Distributor the non- sole and non-exclusive right under Producer's copyright unless specified otherwise, to exhibit the Picture for commerce on the internet website www.netv.com or www.netv.net as NeTV video's portal, its sound, and music in the territory (as hereinafter defined)
- b) Title: Distributor shall have the right to use the present title of the Picture.
- c) Editing: N/A

TERRITORY: The territory (herein "Territory") for which rights are granted to Distributor is limited for the United States of America only, in English-speaking.

SECURITY: Videos access will be password protected to each individual subscriber. Streaming Security Type based on Dynamic token ID



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dynamically created per each individual session. Each user session is logged to the server. The number of viewers can be disclose to both the Producer and Distributer via an private area, so that both parties can find out how many viewers at any time - 24/7.

TERMS: The rights granted to Distributor under this Agreement will commence on the date of this Agreement and continue thereafter for one year. Distributor shall have the right to extend the term for another year term “a subsequent term” unless the Producer claims termination in writing before the date of expiration of this agreement.

ADVERTISING: Distributor has the right to advertise on NeTV Feature’s titles using the materials that Producer has delivered to distributor, additional marketing and / or advertising services can be obtained from the distributor at additional arrangement and cost by the Producer, Distributor will not supply any costs.

COPYRIGHT: Producer represents and warrants that the Picture is, and will be throughout the Term, Protected by copyright.

PRODUCER'S REPRESENTATION AND WARRANTIES:

Producer warrants and represents to Distributor, to the best of Producer's knowledge and belief, as follows:

- a) Producer will own and maintain all rights, licenses for the production, exhibition, performance, distribution, marketing and exploitation of the Picture and/or the Materials, including, without limitation, the



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synchronization and performance of all music contained therein, throughout the Territory during the term for any and all purposes contemplated hereunder.

b) Distributer has no right to transfer and sell any relevant materials of the movie to any third party without the permission of Producer

c) Producer further represents and warrants that as between the Producer and Distributor, the performing rights to all musical compositions contained in the Picture and/or the Materials will be controlled by Producer to the extent required for the purposes of the Agreement and, that no payments will be required to be made by Distributor to any third party for the use of such music in the Materials.

d) Producer represents and warrants all artists, actors, musicians and persons rendering services in connection with the production of the Picture or the materials have been paid by Producer the sums required to be paid to them under applicable agreements.

DISTRIBUTOR'S WARRANTIES:

Distributor warrants that it is solvent and not in danger of bankruptcy. Distributor has the authority to enter into this agreement and that, to the best of Distributor's

knowledge and belief, will be no claims, actions, suits, arbitrations, or other proceedings or investigations pending or threatened against or affecting the Distributors ability to fulfill its obligations under this agreement, at law or in equity, or before any federal, state, county, municipal or other governmental instrumentality or authority, domestic or foreign.



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ALLOCATION OF GROSS RECEIPTS:

As to proceeds derived from Distributor's exploitation of all rights agreed, division of the Gross receipts will be made, as follows;

From the Distributors exploitation of Granted Rights, NeTV shall retain forty percent (40%) of Gross PPV-Sells w/ receipts from website subscribers.

Remainder (60%) of the gross receipt will be payable to the Producer's account before 10th per each month.

DEFAULT/TERMINATION:

a) Distributor Default: If it is found and proven that Distributor has defaulted on its obligations under this agreement, upon notification of that fact from Producer, Distributor will have thirty (30) days to cure said default. If the default is not cured within the allotted period, the Producer will have the right to initiate arbitration. If the Distributor deliberately leak or sell the Material to any third party, or it is due to the fault of Distributor that the Material was commercialized by any third party, the Distributor shall indemnify the Producer the losses caused thereupon.

b) Termination Rights: No failure by either party hereto to perform any of its obligations under this Agreement shall be deemed to be a material breach of this Agreement until the non-breaching party has given the breaching party written notice of its failure to perform and such failure has not been corrected within thirty (30) business days from and after the giving of such notice. In the event of an uncured material breach, either party shall be entitled to terminate this Agreement (subject to arbitration) by written notice to the other party, obtain monetary damages and other appropriate relief



NeTV™ Networks LLC

and, in the case of Producer, regain all of its rights in the Picture subject to existing executory contracts and licenses respecting Picture.

c) Producer shall have the right to terminate this Agreement and cause all rights herein conveyed to Distributor to revert to Producer subject.

d) Both parties have fiduciary duty to the other party. Deliberately hiding information or providing false information shall be considered as breaching the contract. And the breaching party shall indemnify the non-breaching party the economic losses.

e) After the termination of the Agreement, Distributor shall stop providing video stream of the Material on its website.

ARBITRATION AND JURISDICTION:

This Agreement shall be interpreted in accordance with the laws of the State of California, applicable to agreements executed and to be wholly performed therein. Any controversy or claim arising out of or in relation to this Agreement or the validity construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the rules and procedures of the American Film Marketing Association, as said rules may be amended from time to time with rights of discovery if requested by the arbitrator. Such rules and procedures are incorporated and made a part of this Agreement by reference. If the American Film Marketing Association shall refuse to accept jurisdiction of such dispute,



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then the parties agree to arbitrate such matter before and in accordance with the rules of the American Arbitration Association under its jurisdiction in Los Angeles before a single arbitrator familiar with entertainment law. The parties shall have the right to engage in pre-hearing discovery in connection with such arbitration proceedings. The parties agree hereto that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorney's fees and costs. The arbitration will be held in Los Angeles and any award shall be final, binding and non-appealable.



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ENTIRE AGREEMENT:

This Agreement is intended by the parties hereto as a final expression of their Agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof (unless amended in writing by both parties) and supersedes any and all prior and contemporaneous agreements and understanding thereto. Under the jurisdiction of California law and the laws of the United States of America. All parties agree that because of the specialized interest of this Agreement pertaining to entertainment that it is in both parties, interests that confirmation of any arbitration award, and any other matters of law, be submitted to the jurisdiction of the U.S. District for the Central district of California, or the Superior Courts in USA County. The parties waive their rights to transfer such actions to any other jurisdictions and will be bound by the decisions of such courts. In the event of any conflict or action between the parties the prevailing party shall be entitled to recoup its reasonable attorney fees and court costs and expenses from the non-prevailing party.



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SUBMIT A FILM:

At NeTV Anyone can submit a film. While submission does not guarantee that your film will be screened, there is no submission fee.

If your film is selected to screen, you will need to provide us with a digital file using these export settings:

From Quicktime

Export Format: “iPad, iPhone 4 & Apple TV”

From Premiere / Adobe Media Encoder

Use “H.264 Format with the Preset: Apple TV, iPad, iPhone 4 and newer – 720p 23.976”

From Compressor

Use this built-in preset:

“H.264 for iPad and iPhone 4”

To be the next filmmaker to screen with us follow this links to register your entry today!

<http://www.NewEraTelevision.com>

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