

CONTENT LICENSING AND DISTRIBUTION AGREEMENT

(For Revenue Recognition Review Purposes — Test Fixture)

This Content Licensing and Distribution Agreement (the "Agreement") is entered into as of January 1, 2025 (the "Effective Date"), by and between StreamCo International Ltd., a corporation incorporated under the laws of British Columbia ("Licensor"), and ViewMax Digital Inc., a Delaware corporation ("Distributor"). This Agreement is **effective only if regulatory approval is received** from the applicable broadcasting authority within 60 days of execution. In the event such approval is not obtained, this Agreement shall be deemed void and of no force or effect.

1. DEFINITIONS

1.1 "Content" means the audiovisual works, series, films, and documentary productions listed in Schedule A, including all associated metadata, artwork, and promotional materials.

1.2 "Platform" means the Distributor's streaming service accessible via web, mobile, connected TV, and any successor or related digital distribution channels.

1.3 "Minimum Guarantee" or "MG" means the non-refundable advance payment against royalties as specified in Section 3.1.

1.4 "Royalty Period" means each calendar quarter during the Term.

2. LICENSE GRANT

2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Distributor a **non-exclusive license to exhibit, stream, and distribute** the Content via the Platform throughout the Territory during the Term. This license constitutes a **right-of-access** to the Content as it may be updated, localized, and supplemented by Licensor during the license period.

2.2 The rights granted herein include **streaming rights, distribution rights**, and the right to create promotional clips not exceeding ninety (90) seconds in duration. Distributor may **sub-license** the Content to affiliated entities **on behalf of** the Licensor, subject to prior written approval.

2.3 This Agreement covers a **bundled package of services** including: (i) Content licensing; (ii) localization and dubbing services for up to three (3) languages; (iii) marketing and promotional support valued at approximately USD \$150,000; and (iv) a monthly analytics reporting service provided on a **monthly license fee** basis of USD \$2,500 per month throughout the Term. The parties acknowledge that this **combined offering** represents multiple deliverables subject to separate recognition.

3. CONSIDERATION AND PAYMENT TERMS

3.1 Minimum Guarantee. In consideration of the rights granted herein, Distributor shall pay Licensor a **Minimum Guarantee (MG)** of USD \$2,500,000 as an **advance against royalties** earned under this Agreement. The MG is non-refundable but recoupable against earned royalties.

3.2 Revenue Share and Royalties. Following recoupment of the MG, Distributor shall pay Licensor royalties calculated on a **per-stream basis** at **tiered pricing** rates as follows: (a) USD \$0.0042 per stream for the first 100,000,000 streams per quarter; (b) USD \$0.0035 per stream for streams between 100,000,001 and 500,000,000; and (c) USD \$0.0028 per stream thereafter, subject to **escalating rates** as outlined in Schedule B, which shall increase by 3% annually on each anniversary of the Effective Date. For greater certainty, these **usage-based** royalties constitute variable consideration under applicable revenue recognition standards.

3.3 Payment Terms. All amounts due under this Agreement shall be payable within **Net 270 days** from the date of invoice. Late payments shall accrue interest at the rate of 1.5% per month. The parties acknowledge that the extended payment terms may give rise to a significant financing component under applicable accounting standards.

3.4 Non-Cash Consideration. In addition to the cash consideration described above, Distributor shall provide **in-kind promotional services** valued at USD \$150,000, including featured placement on the Platform home screen for a minimum of 30 days and social media promotion across Distributor's channels. The parties agree that this **non-monetary** consideration shall be measured at fair value as of the Effective Date.

3.5 Milestone Payments. Distributor shall pay the following **milestone payments**, which are contingent upon achieving the specified viewership thresholds: (a) USD \$250,000 upon reaching 50,000,000 cumulative streams; (b) USD \$500,000 upon reaching 200,000,000 cumulative streams; and (c) USD \$750,000 upon reaching 500,000,000 cumulative streams. These **performance-based** payments represent variable consideration subject to the constraint that significant reversal is not probable.

4. CONTENT DELIVERY AND ACCEPTANCE

4.1 Licensor shall deliver the Content in accordance with the technical specifications set forth in Schedule C within thirty (30) days of the Effective Date.

4.2 Revenue shall be recognized **upon client acceptance** of the final delivered content package. Acceptance requires completion of **UAT (User Acceptance Testing)** by Distributor's technical team and receipt of written **customer sign-off** confirming that the Content meets the required technical specifications. In the event Distributor fails to provide written acceptance within 30 days of delivery, the Content shall be deemed accepted.

5. TERM

5.1 This Agreement shall commence on the Effective Date and continue for a period of three (3) years (the "Initial Term"), unless earlier terminated in accordance with Section 9. Distributor's payment obligations shall accrue **ratably over the license period** on a **straight-line** basis, subject to adjustment for actual viewership metrics as reported quarterly.

5.2 The Agreement may be renewed for successive one-year periods upon mutual written agreement of the parties no later than 90 days prior to expiration of the then-current term.

6. PRINCIPAL AND AGENT PROVISIONS

6.1 Third-Party Content. With respect to any third-party content included in Schedule D, Distributor acknowledges that it acts solely as an **agent** on behalf of the applicable third-party rights holders. In such capacity, Distributor shall receive a **commission** of 15% of **net proceeds** collected, with the remaining 85% remitted to the applicable rights holder on a **net settlement** basis.

6.2 First-Party Content. With respect to Content owned by Licensor and listed in Schedule A, Licensor acts as principal and Distributor as licensee. All gross revenue from exploitation of Schedule A Content shall be reported on a gross basis.

7. REPRESENTATIONS AND WARRANTIES

7.1 Licensor warrants that **upon completion** of post-production and delivery, the Content shall meet the technical specifications in Schedule C and that Licensor holds all necessary rights to grant the license herein.

7.2 Each party represents that it has full power and authority to enter into and perform its obligations under this Agreement.

8. DISCOUNTS AND BUNDLED PRICING

8.1 The parties acknowledge that the total consideration payable under this Agreement reflects a **package discount** of approximately 12% relative to the standalone selling prices of each component. This **bundled discount** shall be allocated proportionately across all performance obligations unless observable evidence supports allocation to a specific subset.

9. TERMINATION

9.1 Either party may terminate this Agreement upon 90 days' written notice for convenience. In the event of termination, any unrecouped MG balance shall be retained by Licensor as liquidated damages.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties submit to the exclusive jurisdiction of the courts of British Columbia.