



## YouTube Channel Partnership and Revenue Share Agreement

### General Terms and Conditions As of February 24, 2015

Dear YouTube Creator!

We're excited to be working with you to develop and grow your presence and revenue stream on YouTube. Here is how we're going to do that, as we lay out the terms set forth in the enclosed Agreement.

#### TMG Responsibilities:

We're required to pay you the monthly revenue share during the term subject to the terms and conditions as set forth in the attached agreement. We'll also pay the additional sums as set forth in the contract, as you earn them, for special opportunities such as custom brand integration within your videos. In other words, you're getting your YouTube revenue every month, as outlined here, but you may have the opportunity to make more money when you do brand integrations when they come up.

#### Your Responsibilities:

You are agreeing to continue making video and promoting them, in the same manner and at the same rate you're doing now. It's your job to maintain and grow your YouTube channel, collaborate with TMG on premium integrated advertising opportunities, and abide by generally accepted best practices for online video and social media. But it's all to your benefit since being part of a network broadens the opportunities for collaboration and cross-promotion. That means more opportunities to make money. Working with us, you are agreeing to participate in collaborations and other cross-promotion activities with members of the TMG Network from time-to-time.

We are looking forward to working closely with you to help the channel grow over the coming years.

Kind Regards,

**Daniel Thorman**

Daniel Thorman

Chief Financial Officer

[Creator.Team@ThoughtfulMedia.com](mailto:Creator.Team@ThoughtfulMedia.com)



**YouTube Channel Partnership Agreement  
General Terms and Conditions  
As of February 24, 2015**

This Agreement has been made and entered into as of the date of your online acceptance between **Thoughtful Media Group** and its affiliates (collectively “**TMG**” or the “**TMG Network**”) and the content owner (“**Creator, you, yours**”) with respect to partnership and revenue sharing of the **YouTube Channel(s)** submitted in the online agreement in addition to any other derivative YouTube channels developed by you that are spinoffs or directly related to the above channels (collectively the “YouTube Channel(s)”).

**STARTING WHEN, HOW LONG, AND WHEN IS IT OVER**

When you submitted your online agreement, you selected either a 1-year or a 2-year term. Below are the details for each term option:

**1-Year Term:** Beginning on the Effective Start Date as defined below, you grant to TMG the rights set forth in this Agreement for an initial period of one (1) year. At the conclusion of the initial term, either party may terminate this agreement by giving the other party sixty (60) days written notice, otherwise the Agreement shall automatically renew for additional one (1) year renewal terms with the same mutual termination notice at the end of each renewal term.

**2-Year Term:** Beginning on the Effective Start Date as defined below, you grant to TMG the rights set forth in this Agreement for an initial period of two (2) years. At the conclusion of the initial term, Creator may terminate this agreement by giving TMG sixty (60) days written notice, otherwise this Agreement shall automatically renew for additional one (1) year renewal terms with the same termination notice at the end of each renewal term. Creator has a one-time early termination option at the 3-month anniversary of this agreement. If Creator elects to terminate this agreement early, termination notice must be received no less than fifteen (15) days prior to the 3-month anniversary.

**EXACTLY HOW ARE YOU MAKING MONEY?**

**Revenue Share:** Through your own YouTube Channel analytics, you will be able to view the monthly YouTube/AdSense revenue that has accrued for your YouTube Channel. TMG shall be responsible to collect this revenue from YouTube and will pay you a revenue share of all money actually received from YouTube for advertising displayed on your YouTube Channel based on the following adjusted schedule each month:

- From 1 to 500,000 views monetized in the current month:
  - 75% of all YouTube revenue earned
- From 500,001 to 1,000,000 views monetized in the current month:
  - 80% of all YouTube revenue earned
- More than 1,000,000 views monetized in the current month:
  - 85% of all YouTube revenue earned

Payments will be processed by electronic bank transfer within fifteen (15) days of receipt from YouTube for accrued amounts greater than US\$100.00 after the Revenue Share calculation. If payments due are less than US\$100.00, they shall roll forward to the following month(s) until they reach \$100.00. TMG has the right to deduct any and all banking fees (e.g. wire transfer, foreign transaction or ACH fees), or government taxes due (e.g. withholding or VAT taxes), if any, from payments transmitted to you.

## EXACTLY HOW CAN WE MAKE YOU MORE MONEY?

**Brand Integration and Premium Advertising Opportunities:** As your YouTube Channel grows, TMG may be able to present you with the opportunity to create and feature various advertisers within your content and to be paid for doing so. In these instances, you shall have reasonable creative direction over the tone and execution based on the requirements for the brand integration established by TMG, but the final videos must always result in the brand being presented in a positive light and only released after the brands' approval. Premium advertising opportunities shall be presented and negotiated on a case-by-case basis based on complexity and creative.

## KEEP DOING WHAT YOU'RE DOING

**Production and Quality Level:** During the Term of this Agreement, you agree to continue making content the amazing way you've been making it to date. This includes producing, shooting, editing and being responsible for all creative aspects of the Content, consistent with the previous manner and frequency, and to maintain the same or better quality and engagement standards that have been consistent with the YouTube Channels' previous growth. You also agree to abide by the **TMG Online Video Best Practices** as set forth in **Appendix A**, which may be amended by TMG in writing from time to time.

## IT'S LIKE YOUR OWN PERSONAL HELP LINE

**Ongoing Creator Involvement:** During the Term, it is expected that you will regularly and positively collaborate with the TMG Network and other creators to continually work to improve the strategy and best practices for programming, audience development, social media, collaborations, and promotions. This group involvement is essential for the overall network growth.

- **Promotion:** You shall continue to meet or exceed promotional standards and practices consistent with other professional YouTube channels (e.g. Twitter and Facebook promotion, etc.)
- **Collaborations:** It is recommended that creators facilitate their own collaborations with other creators.
- **Network Playlist and Identification:** TMG has the right to establish a network playlist that is featured on the YouTube Channels for the purpose of promoting collaborations and cross-promotion of other related TMG Network channels. Upon request, you shall also include reasonable TMG Network identification on your channel page.

## HOW TO GET WHERE YOU'RE GOING

**Transfer to the TMG Network:** TMG will use reasonable efforts to coordinate with you and YouTube to transfer the YouTube Channel Google AdSense accounting to the TMG Network. If you are currently associated with another YouTube network, it shall be your responsibility to ensure a complete and proper release and transition from that prior network. The Term under this Agreement shall begin upon the successful transfer to the TMG Network (the "Effective Start Date").

## BEING YOUR OWN BOSS...EXCEPT FOR SOMETIMES

**Content Control:** TMG understands the importance of you maintaining creative direction over the Content and the YouTube Channels. You shall maintain the direction of the Content while working with TMG. Nevertheless, in rare circumstances, TMG maintains the right to have you remove certain Content if it is found to materially violate the best practices set forth herein, specific brand integration or advertising agreements, any laws or regulations (including rules or regulations established by YouTube or Google), or is suspected to be infringing upon anyone's intellectual rights, or we believe could have a negative impact on TMG's reputation or business ("Improper Content"). Subsequent to the removal of any content we will engage in a good faith discussion with you detailing TMG's reasons for doing so and take into account any objections that you may raise. If, after receiving one written warning from TMG, you continue to post Improper Content to the YouTube Channels or fail to comply with other YouTube or Google rules and regulations, we may, at TMG's sole discretion, immediately suspend or terminate this Agreement.

## HELPING US TO HELP YOU

### **Grant of Rights:**

- You hereby grant to TMG the exclusive, worldwide, royalty free right and license to exploit, market, manage and monetize (through enabling and selling advertising) the YouTube Channels and the associated audio and visual content (the "Content") as part of TMG's YouTube network(s). Without limiting the foregoing, TMG shall also have the exclusive right to represent, sell and manage all ad inventory on the YouTube Channels, including but not limited to any ad sales or sponsorship opportunities against Content, inclusion of advertising by ad networks, use of annotations and related features, the serving and monitoring of all campaigns, and the development and selling of physical merchandise. Subject to the compensation terms to you in this Agreement, TMG shall be entitled to collect all revenue generated from the YouTube Channels directly (e.g., through Ad Sense, Video Ad Sense, YouTube direct sales, TMG's direct sales, etc.). Terms of profit sharing on ancillary revenue streams such as merchandising shall be negotiated between the parties in good faith.
- You are permitted to sell or feature brand integrations within your videos in cases whereby you have a direct relationship with the brand or advertiser (e.g. not via a 3<sup>rd</sup> party agency). To avoid confusion in the creative and sales process, you agree to notify TMG when you are planning to launch a video containing a brand integration. We also recommend coordinating with TMG as there may be opportunities to increase the value of the brand integration through TMG selling the adjacent YouTube advertising.
- During the Term, you allow TMG the non-exclusive, transferrable, worldwide, royalty free right to use your name, image, and likeness in connection with all purposes set forth in this Agreement, including marketing of both the channel and the TMG channel service, third party brand support, publicity, and to display your likeness, trademarks and logos in connection with the sale of advertising on the YouTube Channels.

## FAKING IT

**Fraud and Auditing:** You will not, directly or indirectly, authorize or encourage any third party to generate automated, fraudulent or otherwise invalid subscriber, video view, or advertising actions (e.g., "click fraud," "action fraud" or "impression fraud"). If TMG believes in its sole discretion that you have violated this section, TMG may (i) withhold payments to you until such suspected fraud is resolved and remedied to TMG's satisfaction, and/or (ii) immediately suspend or terminate this Agreement.

## BREAKING UP CAN BE HARD TO DO

**Termination or Suspension of Agreement:** This Agreement shall suspend and potentially terminate if either you or TMG commits a material breach of this Agreement and the breach is not cured within fifteen (15) days of receiving written notice of the breach. An uncured breach by either TMG or you shall trigger a temporary suspension while the dispute is being resolved (a “Suspension Period”). During a Suspension Period, go-forward compensation to you under this Agreement shall pause; however, the TMG Network shall continue to monetize the prior channel Content as set forth herein and any revenue shall accrue until formal resolution.

## THE ONLY ACCEPTABLE FORM OF DON'T ASK, DON'T TELL

**Confidentiality:** Each party will keep strictly confidential this Agreement and all information it receives relating to the business and affairs of the other party. No such information will be disclosed to any third party. However, the parties may provide information to its attorney’s, accountants, subcontractors and employees which is necessary to enable the performance under this Agreement and those subcontractors and employees shall be required to enter into confidentiality agreements. The confidentiality obligations of this Agreement will remain in force for 5 years following its termination. Information which is public knowledge or becomes public knowledge through no fault of one of the parties to this Agreement shall not be subject to the confidentiality obligations set out above.

## PLAY NICE

**Non-Disparagement:** The parties hereto agree that neither they nor their agents and attorneys will make any written or verbal statements in the form of defamation, libel or slander, or cause or encourage others to make such statements, against the personal and/or business reputation, practices or conduct of the other parties hereto.

## DEATH AND TAXES. ACTUALLY, JUST TAXES.

**Independent Parties; Taxes:** Nothing herein creates a partnership, joint venture, employer/employee or other relationship between the parties other than that of independently contracting parties. You shall be solely responsible for any and all taxes payable in connection with monies paid to you by TMG hereunder. All payments made in connection with this Agreement are exclusive of taxes imposed by governmental entities of whatever kind and imposed with respect to the transactions for services provided under this Agreement.

## YOU ARE NOT A ROBOT OR A MINOR

**Representations and Warranties; Indemnity:** You represent and warrant that: (i) you are of legal age or have obtained your parent’s or guardian’s consent to enter into this Agreement; (ii) you have the full right and authority to enter into this Agreement and grant the rights herein; (iii) you have any and all necessary rights and clearances required in connection with this Agreement and the exploitation of the YouTube Channels and Content as contemplated herein, (iii) TMG’s performance of activities contemplated herein will not infringe on the rights of, or require the consent of, any third party(ies); and (iv) you will not include in the YouTube Channels any Content that violates (a) YouTube’s or TMG’s terms of use or (b) the terms of this Agreement. Each party agrees to indemnify and hold the other party and its employees, agents, representatives, principals, contractors and affiliates harmless from and against any and all actions, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of the inaccuracy or incompleteness of any of each party’s representations and warranties herein. This provision survives termination of this Agreement indefinitely.

## THE SMALL PRINT, BUT IN ALL CAPS

**DISCLAIMERS; LIMITATIONS OF LIABILITY:** EXCEPT FOR THE EXPRESS WARRANTIES MADE HEREIN, THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE INDEMNITIES SET FORTH HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR PENALTIES WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT.

### ACTS OF GOD (EVEN IF YOU'RE AN ATHEIST)

**Force Majeure:** If by reason of labor dispute, strikes, inability to obtain labor or materials, fire or other action of the elements, accidents, material changes in video or social media platform policies, governmental restrictions or appropriation or other causes, whether like or unlike the foregoing, beyond the control of a party hereto, such party is unable to perform in whole or in part its obligations set forth in this agreement, then such party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform, so caused, shall not make such party liable to the other party. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this agreement and to avoid the effects of such event to the extent possible. During a Force Majeure event, compensation under this Agreement shall be suspended until cured.

### MORE STUFF THE LAWYERS REQUIRED

**General Provisions:** (a) This Agreement may only be amended with the mutual written consent of the parties;(b) Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by you without TMG's prior written consent; (c) Any notice to us must be in writing and delivered to TMG's corporate headquarters at 14724 Ventura Blvd, Suite 1110, Sherman Oaks, CA 91403, Attn: Business and Legal Affairs. Any notice to you will be delivered at the address listed above or your e-mail address. Each of us may change our address for notice by giving notice to the other party given in accordance with this section; (c) This Agreement represents the entire agreement between us and you with respect to the subject matter of this agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between us; (c) This Agreement is governed exclusively by the laws of the State of California, without regard to any conflicts of law rules. All disputes and controversies related to this agreement will be exclusively resolved first through good faith negotiations, then mediation and if we still fail to resolve our dispute through binding arbitration under the auspices of the American Arbitration Association, with the arbitrator(s) to determine costs to which a prevailing party shall be entitled, the venue for which shall be located in Los Angeles, California; (f) Electronic mail shall be considered a valid form a written communication under this Agreement; (g) TMG shall have no affirmative obligations under this Agreement other than to make the payments required hereunder and to make good faith efforts to pursue *Brand Integration and Premium Advertising Opportunities* if and as such opportunities arise and if TMG believes in good faith that pursuit of such opportunities is likely to be commercially viable for TMG and Creator; (h)All headings or section titles are for illustrative purposes only and are not meant to influence the interpretation of a particular section or clause; (i) Each paragraph, term or provision of this agreement shall be considered severable and if, for any reason, any paragraph, term or provision is determined to be invalid or contrary to any existing or future law or regulation, such will not impair the operation, or effect the remaining portions, of this agreement. The deficient term or provision shall be modified to the extent possible in keeping with its intent to comply with appropriate laws or regulations.

### NO ONE'S FORCING ANYONE TO DO ANYTHING

**Voluntary Execution:** The Parties understand the terms of this Agreement and believe its terms to be fair and reasonable. The Parties have had the opportunity to consult with their respective counsel about this Agreement before executing it, and they have entered into it voluntarily and without any coercion whatsoever.

## Appendix A

### TMG Online Video Best Practices

#### For the Beginners:

1. Equipment Usage – Let’s start with the basics.
  - a. **Good Lighting** – Light it up! Good lighting is critical and will make a huge difference with digital cameras.
  - b. **Cameras** – Cameras can come in all shapes in sizes, from a high quality DSLR, to your everyday cell phone camera.
  - c. **Microphones** - Microphones will not only provide great sound quality, but also allow for narration throughout your videos.
  - d. **Editing software** – Investing in editing software will allow you to get creative and add zest! Basic editing software can do wonders for your video.
2. Backdrop – Backdrops are important and build familiarity with your viewers. Try to make it memorable.
3. Be consistent - Keep content flowing on a regular schedule. Try uploading videos on the same day and time. It would be optimal to upload 1-2x per week.
4. Again, consistency is key, especially when it comes to video concepts. There’s room for branching out, but try not to completely change your channel’s theme. After all, your viewers come to watch you for that reason.
5. Topics are very important. It’s one of the few things that makes or breaks your video.
  - a. **Old Topics** - Stay away from topics that are no longer relevant. Viewers will be turned off from your content if it covers topics that no one is paying attention to anymore.
  - b. **New Topics** - Stay on top of trends. If you notice a trend gaining traction, try to create a good, quality video on that topic. You want to be one of the first movers.
  - c. **Evergreen AND Trendy topics** – A good mix of both is effective. Trendy topic videos become less searched and irrelevant once the trend has fizzled. One the other hand, exclusively evergreen topic videos decreases opportunities for viral video hits or being noticed. An “Evergreen” topic is one that will forever be relevant- like “how to tie a tie”.
6. Developing an ongoing storyline in the background will give viewers something long-term to follow and look forward to in your videos.
7. Shorter is better than longer. Keeping videos between 2-5 minutes long will keep the audience more engaged throughout and usually creates more opportunity to make money from the adjacent advertising!
8. Choose your words wisely. (We’ll help you with this- just ask us for keyword optimization!)
  - a. **Video Titles** - Video titles can do wonders for your video. Try to think of commonly searched keywords, such as “How To”, “Tips” or “Haul”, and add them to your title if relevant.
  - b. **Video Tags** – Adding a number of relevant keywords to your video tags will allow your video to be organically recommended to viewers, more frequently.

9. Create an intro and outro to your videos. Intros give you an identifier and outros give your audience an option to continue watching your channel, such as annotated links to other videos you made.
10. Try asking a question at the end of your video to promote engagement from your audience. The most savvy creators will address those comments in future videos.
11. Adding annotations, links to your social media accounts and a subscribe button would help you engage with your audience.
12. Social Media promotion is a HUGE aspect of getting your video out and increasing views. Find the right balance between self-promotion without getting on people's nerves. We recommend 1-2 posts per video on your 2 or 3 major social media platforms.
13. Get involved! Respond to comments, find similar channels and engage with other creators on your level to generate cross-channel promotion and collaborations.

### **For the More Experienced – The Importance of Being Advertiser Friendly and What That Means:**

1. Put the TMG sales department e-mail address ([Sales@ThoughtfulMedia.Com](mailto:Sales@ThoughtfulMedia.Com)) on your page to make it easier for interested parties to arrange for special opportunities on your channel.
2. Collaborating with other artists will give you exposure to a whole new audience, and even help grow your subscriber base.
3. Do your best to avoid using profanity or over-the-top vulgarity. We're aiming to be brand-friendly while also keeping an edge that makes YouTube fun to watch! If you do use profanity, please try to "bleep" it out.
4. Avoid poking fun at a brand or product, and rather focus on making the character or situation at hand the butt of all jokes so that they could consider you in the future.
5. Be sure to interact and engage with fans on social media outlets. They are your biggest advocates. A little recognition goes a long way.
6. Music is a crucial element to your videos. We'll guide you to some free resources to find the right sounds for your videos.
7. Whatever genre or category your channel falls into, make it a place that an advertiser would want to be seen in. Create an environment on your channel conducive to a lot of brands.
8. While we understand that creativity calls for pushing the envelope at times, content created within certain brand-friendly parameters is more appealing to organizations. In the advertising world, the more that your content stays within these parameters, the more advertisers are willing to work with you!

### **Specific Parameters on YouTube:**

1. Avoid utilizing excessive profanity. Some profanity may be included to add some edge to the video with the use of a censored "bleep". Figure out just the right balance for your video and audience.
  - a. Excessive cursing may cause your video to be age restricted, removing a portion of potential subscribers within that demographic.
  - b. Extreme profanity will also remove you from the radar of many family-friendly corporations such as J&J, or P&G, who have thousands of brands under their names.

2. Avoid uploading copyrighted content where you haven't obtained permissions to use it in your video.
  - a. YouTube will remove your video if it contains materials owned by another party, which include things such as music tracks, snippets of copyrighted programs, or videos made by other users.
  - b. The removal of your video will be a lost advertising opportunity.
3. Avoid uploading sexually explicit, strongly sexually suggestive material, or nudity. Again, it's a delicate balance for your video and audience, so be sure to find that correct equilibrium.
  - a. It is against YouTube's policy and it can potentially be flagged and removed.
  - b. Keep in mind the brands that might find these materials offensive and cause them to be disinterested in working with you.
4. Do not upload content with hate or abusive speech against any individual or group. YouTube doesn't permit any type of hate speech (speech which attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity).
  - a. Staying "politically correct" will help your channel remain brand friendly. If that's not okay with you, then you cannot reasonably expect many brands to work with you.
5. Do not upload content with graphic violence.
  - a. Again, keep in mind the family-friendly brands.
6. Do not upload content with drugs or drug use.
7. Do not upload content that may put minors at risk or could exploit them in a negative or harmful manner.
8. Do not upload content that promotes and encourages any illegal or dangerous activity.