

## AGREEMENT

Provider's joining QuizGroup Partner Program on YouTube (the "QG Program") is subject to the terms of this legal agreement between Provider and QuizGroup. "QuizGroup" means QUIZ GROUP INTERNATIONAL INC., whose principal place of business is at p/a schelbertlaw Baarerstrasse 53, CH-6304 Zug, Switzerland. This Agreement shall become effective from the moment (the "Effective Date") when Provider signs Exhibit A to this Agreement. The terms and conditions and the exhibits attached hereto form part of the agreement between Provider and QuizGroup and references to "**Agreement**" shall include the terms and conditions and the exhibits.

## INTRODUCTION

(A) Google and its associated companies provide storage and hosting services on the YouTube website at the direction of users that seek to make their content available to end users via the Internet and other forms of distribution under the Terms of Service posted at:

<http://www.youtube.com/static?gl=GB&template=terms>. In order to join the QG Program, Provider must firstly agree to the YouTube Terms of Service. Provider may not join the QG Program if Provider does not accept the YouTube Terms of Service. "Google" means Google Ireland Limited, whose principal place of business is at Gordon House, Barrow Street, Dublin 4, Ireland.

(B) QuizGroup is a distributor of audio and/or audiovisual content which is owned by or licensed to QuizGroup.

(C) Provider desires that QuizGroup provides Provider's content monetization by storing and hosting certain of Provider's content, and making available all or a portion of such content to end users of the Google Services (The YouTube Website and Google's (and/or its associated companies') other websites, products (including the YouTube Video Player) and/or services, including API's and those available for syndication) in accordance with the terms and conditions of this Agreement. The YouTube Website - the Google Service known as YouTube located at <http://www.youtube.com>, including all mirror and derivative sites, all replacements or successor versions, and all international versions of the same.

(D) To agree the Effective Date, the Initial Term, the Territories, payment methods, revenue share rate, details of Provider's Content, QuizGroup shall send at Provider's e-mail address an additional agreement (The "Additional Agreement" as per the form contained in Exhibit A). "Provider's e-mail address" means e-mail address, which Provider has filled in the web-form of the Additional Agreement.

## AGREEMENT


### 1. PROVIDER'S CONTENT AND CONTENT MANAGEMENT

**1.1 License.** Provider hereby grants QuizGroup an exclusive license to communicate and make available Provider's Content published at Provider's channel on YouTube in the Google Services in the Territories (including in combination with other content and advertisements).

This license may be sublicensed by QuizGroup to Google and its associated companies in connection with the use, supply and operation of the Google Services.


**1.2** Provider shall not deliver to QuizGroup any Provider's Content that is comprised substantially of third party materials unless Provider is the exclusive licensee of online distribution rights for the un-

**QuizGroup:**

By:   
Print name: Alexander Piotrovskiy  
Title: Senior Partner  
Date : 2015-05-17



**Provider:**

By:   
Print name: Aliyev Murad  
Title:  
Date : 2015-05-17

derlying material. The license in clause 1.1 includes (and Provider is responsible for) all licenses, rights and clearances that are required to use any underlying and third party content that is incorporated in, synchronized with or is part of Provider's Content and references in this Agreement to Provider's Content shall include references to such third party content. Provider shall provide obtaining adequate performer's consents, the timely payment of any and all residual, participation and/or repeat fee payments, and any other payments to writers, artists, performers, producers or directors and ensuring that such payments represent the entire consideration for Provider's Content and the exploitation thereof, including full and proper equitable remuneration. Provider shall provide the timely payment of any other royalties, fees and/or sums payable with respect to Provider's Content. Provider shall provide the accuracy of any metadata and other materials provided by Provider under this Agreement.

**1.3** While nothing in this Agreement obliges QuizGroup to monitor Provider's Content, if QuizGroup is notified by Google or otherwise becomes aware or determines in its sole discretion that:

**1.3.1** Provider's Content (or any part thereof), or Provider's Brand Features:

- (a) violates the Intellectual Property Rights or any other rights of any third party;
- (b) violates any applicable law, regulation or code of practice or is subject to an injunction or other action by a third party;
- (c) is pornographic, obscene or otherwise violates Google's policies, including without limitation those on the YouTube Site (as may be updated by Google or YouTube from time to time in its sole discretion);
- (d) is being improperly or illegally distributed by Provider; or
- (e) may otherwise create liability for QuizGroup, Google or its associated companies; or

**1.3.2** the display of Provider's Content is impacting the integrity or performance of Google Services (by way of example only, end users are unable to access or otherwise experience difficulty accessing Provider's Content);

QuizGroup may, in its sole discretion, suspend display of, chose not to display, or cease displaying any or all of that Provider's Content or Provider's Brand Features in the Google Services (or any part thereof) with no liability to QuizGroup or Google. If any particular Provider's Content file yields erroneous results, or is not updated or verified by Provider, QuizGroup may remove such file. Provider shall not make false claims on User Videos or otherwise abuse. Provider's false claims or abuse shall entitle QuizGroup to terminate this Agreement immediately.

**1.4.** If a third party provides QuizGroup or Google with a claim of ownership of any material contained within Provider's Content then Provider's Content may be blocked from the YouTube Website and the YouTube Video Player; and payments accruing to Provider may be suspended or cancelled; and Provider will cooperate with and participate in any procedure established by QuizGroup or Google to resolve the dispute.

**1.5.** Provider shall ensure that Provider's Content does not include any promotions, sponsorships or other advertisements (except for those promoting Provider's own products or services). If any such ads are included as part of Provider's Content, QuizGroup may elect not to serve advertisements that would be subject to the revenue share or to remove any such Provider's Content from display to end users entirely.

**1.6.** Provider grants to QuizGroup or Google a limited, non-exclusive, worldwide, royalty-free license to use Provider's Brand Features (all trademarks, trade names, name, designs and logos of the party concerned) for use in connection with the Provider's Brand Channel and Provider's Content and in order to fulfil its obligations under this Agreement, and for use in presentations, marketing materials, finan-

**QuizGroup:**

By:

Print name: Alexander Piotrovskiy

Title: Senior Partner

Date : 2015-05-17



**Provider:**

By:

Print name: Aliyev Murad

Title:

Date : 2015-05-17

A handwritten signature in black ink, appearing to read "Aliyev Murad".

cial reports, press releases and customer lists (which includes, without limitation, customer lists posted on QuizGroup's or Google's web sites and screen shots of Provider's Content contained in Google Services).

**1.7.** Provider shall indemnify (and keep fully and effectively indemnified) QuizGroup from and against any and all claims, demands, causes of action, debt or liability, including reasonable legal fees incurred by QuizGroup or its associated companies and any of their respective directors, officers, employees, agents, contractors and licensees in connection with any third party claim based on use of any Provider's Content, Provider's Brand Features or any other materials made available by Provider; a claim that Provider's Content contains any content that is defamatory, obscene, or otherwise in breach of any applicable law, regulations or codes of practice; a claim that the Provider's Content (including products and services therein) violates or encourages violation of any applicable laws, regulations or codes of practice.

**1.8.** Provider shall not, and shall not authorize or encourage any third party to directly or indirectly generate queries, impressions of or clicks on any ads or otherwise obtain access to Provider's Content through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search engine optimization services and/or software.

## **2. PAYMENT AND REPORTS**

**2.1.** During the Term QuizGroup shall pay to Provider Revenue Share of Ad Revenues at Rate which shall be mutually agreed in the Additional Agreement. Ad Revenues are recognized revenue directly and identifiably arising from ads provided by Google (or an approved third party recognized by Google) and displayed on or streamed in the YouTube Video Player or on Playback Pages in conjunction with the streaming of Provider's Content. Google's share is deducted from Ad Revenues.

**2.2.** Payments to Provider shall be sent by QuizGroup within thirty (30) days after the end of any calendar month, provided that Provider's earned balance is \$5 or more. When Provider's monthly earned balance is less than \$5, there will be no payment and the balance will accumulate until it exceeds \$5, at which time it will be paid to Provider in accordance with the preceding sentence.

**2.3.** Payments to Provider shall be made by payment method specified in the Additional Agreement. All payments due to Provider shall be in USD. Provider keeps payment fees and commissions. Any fees related to returned or cancelled payments due to a contact or payment information error or omission may be deducted from the next issued payment.

**2.4.** QuizGroup shall not be liable to make any payments to Provider based on:

- (a) invalid queries, invalid impressions, or invalid clicks on ads, generated by any person, bot, automated program or similar device, including, without limitation, through any clicks or impressions:
  - (i) originating from Provider's IP addresses or computers under Provider's control; or
  - (ii) solicited by payment of money, false representation or request for end users to click on ads;
- (b) ads delivered to end users whose browsers have JavaScript disabled;
- (c) ds benefiting charitable organizations and other placeholder or transparent ads that Google may deliver.

## **3. TERM AND TERMINATION.**

**3.1.** This Agreement will commence on the Effective Date and shall continue thereafter for a period

**QuizGroup:**

By:   
Print name: Alexander Piotrovskiy  
Title: Senior Partner  
Date : 2015-05-17



**Provider:**

By:   
Print name: Aliyev Murad  
Title:  
Date : 2015-05-17

specified in the Additional Agreement (the "Initial Term"). Thereafter, this Agreement will automatically continue for a period of one (1) year every year (the Initial Term and any further renewal term, to be referred to collectively as the "Term").

**3.2.** This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement. If this Agreement is translated into any other language and if there is a discrepancy in interpretation between the English text and the text of such other language, the English text will govern.

**QuizGroup:**

By:

Print name: Alexander Piotrovskiy

Title: Senior Partner

Date : 2015-05-17



**Provider:**

By:

Print name: Aliyev Murad

Title:

Date : 2015-05-17

**Exhibit A**  
**ADDITIONAL AGREEMENT**

**QuizGroup:**

QUIZ GROUP INTERNATIONAL INC., p/a  
schelbertlaw Baarerstrasse 53, CH-6304 Zug,  
Switzerland

**Provider:**

Aliyev Murad, Baku, AZ1007, Mir Qasimov  
10,11, falkito1244@gmail.com, 994503491234

<i>QuizGroup to complete</i>	
<b>Effective Date:</b> 2015-05-17	<b>Initial Term:</b> Three years
<b>Currency of payments:</b> USD	<b>Payment method:</b> WebMoney Wallet: Z326579715335
<b>Revenue share rate:</b> 80% (Eighty percent)	<b>Provider's channel on YouTube:</b> UC2EBBxGTsqEgVbnEAGPk_Tg
<b>Territories:</b> Worldwide	

Provider agrees to sign up for the QuizGroup Partner Program and confirms the information provided by Provider. Provider's channel is in good standing and hasn't previously been disabled for monetization. Provider uploads (and will continue to upload) original, quality content that is advertiser-friendly. Provider represents and warrants that Provider has (and will continue to have during Provider's sign up for the Program) all necessary licenses, rights, consents, and permissions which are required to enable to use Provider's content on YouTube.


Agreed by the parties on the dates stated below.

**QuizGroup:**

By:   
Print name: Alexander Piotrovskiy  
Title: Senior Partner  
Date : 2015-05-17



**Provider:**

By:   
Print name: Aliyev Murad  
Title:  
Date : 2015-05-17

# Signature Certificate

 Document Reference: BNLINGIIP22JI2DL46EUGV

**RightSignature**  
Easy Online Document Signing



Aliyev Murad  
Party ID: H3S6SRJE82T9WZ32CT3PSX  
IP Address: 46.22.233.224  
**VERIFIED EMAIL:** falkito1244@gmail.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

135a78c88f297aef2d39e691dcf75b5034c8d1ef



## Timestamp

2015-05-17 00:28:57 -0700

2015-05-17 00:28:57 -0700

2015-05-17 00:23:03 -0700

2015-05-17 00:02:50 -0700

## Audit

All parties have signed document. Signed copies sent to: Aliyev Murad and QuizGroup Network.

Document signed by Aliyev Murad (falkito1244@gmail.com) with drawn signature.  
- 46.22.233.224

Document viewed by Aliyev Murad (falkito1244@gmail.com). - 46.22.233.224

Document created via the RightSignature API by QuizGroup Network (partnership@quizgroup.com). - 81.95.130.172



This signature page provides a record of the online activity executing this contract.