

## CONTENT LICENSE AGREEMENT

THIS CONTENT LICENSE AGREEMENT (this "Agreement") is entered into and is effective as of this 3rd day of March, 2017 (the "Effective Date") between **OhMore Media Inc.** ("OM"), and the undersigned Licensor **Imagination Park Entertainment Inc.** ("IP").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Purpose. This Agreement is made in connection with five short-form videos produced by IP and currently entitled "[Somnolence]", "[AMP]", "[Hybrids]", and two other to be named at a later date (collectively, "IP Content"), which IP Content shall be exhibited on one or more of OM's video channels (collectively, "OM Properties" and each, a "OM Property") all in accordance with the terms and conditions set forth herein.
2. Grant of License by IP. Subject to the terms of the Agreement, IP grants to OM during the Term (defined below), a non-exclusive, China-wide, license (the "License") to use, copy, encode, store, archive, distribute, sublicense, transmit, modify (for publicity, promotional, and/or standards and practices purposes), translate, render into an audible format, publicly display and publicly perform the IP Content in whole or in part via internet in connection with any OM Property that is internet broadcast based.
3. License Fee. OM agrees to split all gross advertising revenue from the display of IP Content 50-50 with IP (the "Gross Split"). OM will provide IP monthly statements showing any revenues derived from IP content. OM will pay IP monthly through wire transfer any revenues derived from IP Content. There is no license fee other than the Gross Split noted above.
4. Term; Termination. The term ("Term") of this Agreement shall commence on the date of this Agreement and shall continue for a period of three (3) year after the date at the IP Content is delivered. The parties acknowledge that OM will renew the License for another 3 years before it expires. Notwithstanding the foregoing, the Agreement may be terminated by either party immediately upon notice to the other party if the other party: (a) has a receiver or similar party appointed for its property; (b) engages in any unlawful business practice related to that party's performance under the Agreement; or (c) breaches any of its obligations under the Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to the breaching party. Furthermore, IP may request OM agrees that OM it will remove the IP Content from all OM properties, upon written notice delivered to OM by IP, prior to the expiration or termination of the Term, in the event that (y) a Qualified Third Party Buyer has made a bona fide offer on terms consistent with industry standards to IP to purchase the rights licensed hereunder for the purposes of adapting the IP Content into a television series and/or a feature-length film, and (z) such offer is contingent on the removal of the IP Content from the OM Properties. IP shall make such request in writing to OM and OM shall promptly remove such IP Content from the OM Properties following receipt by OM of such written request and the repayment by IP to OM of the total license fee previously paid by OM to IP hereunder. For the purposes of this Section 4, Qualified Third Party Buyer means a buyer who is unaffiliated with IP and has the financial ability to acquire the IP Content and adapt the IP Content into a television series and/or feature length film.
5. Representations and Warranties of IP. IP represents and warrants that, as of the Effective Date and continuing throughout the Term of the Agreement, (a) IP has the full right, power, legal capacity, and authority to enter into this Agreement, to carry out the terms hereof, and to grant to OM, the rights, licenses, and privileges contemplated to be granted to OM; (b) neither the IP Content nor the exercise of any of the rights granted hereunder, shall at any time violate or infringe upon the copyright, literary, dramatic, production, privacy, publicity, trademark, service mark, or any other right of any person or party or constitute unfair competition against or defame any person or entity; (c) there are not now, nor during the Term shall there be any liens, claims, encumbrances, legal proceedings, restrictions, agreements, or understandings which might conflict or interfere with, limit, derogate from, be inconsistent with, or otherwise affect any of the provisions of this Agreement, any of the representations and warranties of IP contained herein, or the enjoyment by OM of the rights granted to OM hereunder; (d) IP owns and controls, and throughout the Term hereof shall own and control, without any limitations, restrictions, or encumbrances whatsoever, the performance, exhibition, advertising, and all other rights granted to OM hereunder in and to the IP Content and IP has obtained all necessary licenses and permissions as may be required for the full and unlimited exercise and enjoyment by OM of all of the rights herein granted to OM.

6. Representations and Warranties of OM. OM represents and warrants that, as of the Effective Date and continuing throughout the Term of the Agreement, OM has the full right, power, legal capacity, and authority to enter into this Agreement and to carry out the terms hereof.

7. Indemnification. Each party hereto (the “Indemnifying Party”) agrees to indemnify and hold harmless the other party hereto, its respective affiliates, officers, directors, employees, representatives and agents and the successors and assigns of each of the foregoing (each an “Indemnified Party”) from and against any and all liabilities, losses, obligations, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses), incurred by Indemnified Party as a result of any claim, action, or proceeding (“Claim”) brought by a third party arising out of or relating to the breach by the Indemnifying Party or its agents of any obligations, representations, warranties, terms or conditions herein. An Indemnified Party shall have the right to retain counsel of its choosing, at its sole expense, and participate in the defense or settlement of any matter for which indemnification is sought. The Indemnifying Party shall not consent to the terms of any compromise or settlement of any action defended by the Indemnifying Party unless such compromise or settlement (i) includes an unconditional release of the Indemnified Party from all liability arising out of such action and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Indemnified Party.

8. Advertising Rights. IP acknowledges and agrees that OM has the sole right to sell or license any and all advertising and promotional rights with respect to the IP Content appearing on any OM Properties (including pre-roll advertising), and OM will be entitled to retain any and all revenue generated from any sales or licenses of such advertising or promotional rights in China.

9. Miscellaneous. OM agrees to let IP issue a worldwide press release announcing the terms of this agreement or may choose to do several press releases. Neither party may assign the Agreement, in whole or in part, without the other party’s written consent; provided, however, that OM may assign the Agreement without consent to an affiliate or in connection with any merger, consolidation, any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred. Any attempt to assign or transfer the Agreement other than in accordance with this provision will be null and void. The Agreement will be governed by and construed using British Columbia law. The parties consent to venue and the exclusive jurisdiction of the state and federal courts located in British Columbia, Canada. If any provision or part of a provision in the Agreement or these terms is held to be illegal, invalid, or unenforceable by a court or other decision making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the parties, and the validity and enforceability of all other provisions in the Agreement will not be affected or impaired. The Agreement may be amended only by a written agreement signed by authorized representatives of both parties. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter contemplated by this Agreement, superseding and replacing any and all prior or contemporaneous agreements, communications, and understandings, both oral and written, regarding that subject matter. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of the Agreement may be evidenced by e-mail, or facsimile transmission. The parties desire that the Agreement be construed fairly, according to their terms, in plain English, without constructive presumptions against the drafting party, and without reference to the section headings, which are for reference only.

10. Notices. All notices, requests and other communications called for by the Agreement must be deemed to have been given immediately if made by telecopy or electronic mail (confirmed by concurrent written notice sent first class U.S. mail, postage prepaid), if to OM to [REDACTED : Contact Information], and if to IP at the physical and electronic mail addresses set forth on the signature page hereto. Notice by any other means will be deemed made when actually received by the party to which notice is provided.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OHMORE

By:Jing Zhao

Title:CEO

Address:[Redacted: Address]

Email:[Redacted: Email Address]

Signature:(signed) "Jing Zhao"

IMAGINATION PARK ENTERTAINMENT

By:Gabirel Napora

Title:CEO

Address:510-580 Hornby Street, Vancouver, BC

Email:[Redacted: Email Address]

Signature:(signed) "Gabirel Napora"