

Contract

Between

COMPANY

Address

hereinafter "**CONTENT PARTNER**"

and

Gia TV

1004 Hemphill Ave

Atlanta, GA 30318

hereinafter "**GIATV**"

hereinafter referred to together as "**the parties**"

Preliminary remark

GIATV develops technical solutions (e.g. portals, Internet sites etc.) configured for interactive services on TV-equipment, set top boxes and other electronic home entertainment equipment. **GIATV** provides these technical solutions for their customers to use. By using these technical solutions the person using the equipment (end customers) can access interactive services and their contents, which were developed and/or optimized by CONTENT PARTNER or GIATV for TV-use. The providers of such interactive services are in a contractual relationship with GIATV and would like to increase their revenue by working together with GIATV.

The parties conclude the following contract on these premises.

1.

Subject of the contract

- (1) GIATV has the right to implement the interactive services and contents (hereinafter "services") of CONTENT PARTNER on electronic equipment (hereinafter "equipment"). In this context, GIATV is entitled to display a logo and/or another (brand) hallmark of CONTENT PARTNER on the equipment and establish a link with the corresponding addresses of the services (URL or other). GIATV may also use logos and hallmarks on an Internet site, provided the use is exclusively for the representation and description of the CONTENT PARTNERS services. CONTENT PARTNER will send logos and/or (brand) hallmarks and the corresponding address (URL or other) to GIATV once the contract has been signed.
- (2) GIATV may authorize the visual copy of the technical solution, in the sense of a screenshot of the welcome page (e.g. homepage portal), for the advertising activities of customers who used a technical solution from GIATV. This is also permissible if this screenshot contains a CONTENT PARTNER logo and/or another (brand) hallmark together with several other logos and/or other (brand) hallmarks of other Content Partners. GIATV may only authorize a copy of the homepage of an individual service for customers with the prior written consent of CONTENT PARTNER.
- (3) If CONTENT PARTNER makes changes to its service, which could affect how it operates on different platforms (e.g. changes/addition of functions, layout, URL or integration of advertising modules, etc.), they are committed to informing GIATV of the changes at least 14 days before they are introduced.

2.

GIATV Activities

- (1) GIATV will include the services of CONTENT PARTNER in their own technical solutions.
- (2) GIATV is entitled to employ deep links, also within the sub-pages of customer content in order to allow easier access to content for the end user. GIATV is entitled to use the following information: headings, meta data, descriptions, images and graphics etc. in search functions or as part of recommendation engines, and to integrate customers content within these functions. The use of the aforementioned data is only in reference to the original content source.
- (3) Beyond that GIATV will endeavor to also include the services of CONTENT PARTNER in technical solutions of manufacturers and brands, which do not use any technical solutions from GIATV.
- (4) GIATV will provide CONTENT PARTNER with information, on request, from customer or user feedback, which CONTENT PARTNER can use to improve their services.
- (5) GIATV will submit proposals to CONTENT PARTNER to improve their services, if GIATV recognizes a need in this regard.

3.

Payment

- (1) CONTENT PARTNER does not pay GIATV any remuneration for their activities in the context of the present contract.
- (2) GIATV will pay the agreed sum of money based on the price per subscriber per month multiplied by number of active subscribers on monthly or quarterly bases to the CONTENT PARTNER.

- (3) CONTENT PARTNER will let GIATV to provide up to 2 weeks trial to the subscribers at no cost for marketing purposes.
- (4) All the charge backs or any other financial expenses will be subtracted before the payout to CONTENT PARTNER.

4.

Claims for defects, liability

- (1) CONTENT PARTNER is solely responsible for the contents provided in the context of the services.
- (2) CONTENT PARTNER holds GIATV exempt from any liability due to the services offered by CONTENT PARTNER and their contents.
- (3) If the rights of a third party are violated by means of the services and the contents offered by CONTENT PARTNER or there is another important reason, GIATV is entitled to exclude the service offered by CONTENT PARTNER from the integration in the technical solution at any time. If such an exclusion is considered, GIATV will inform CONTENT PARTNER about it immediately before removing it and will give CONTENT PARTNER the opportunity to send a response and state the reason for excluding it.
- (4) CONTENT PARTNER will inform GIATV immediately in writing, if they become aware of a reason to exclude it.
- (5) GIATV is in principle entitled to include the services and contents provided by CONTENT PARTNER without geographical restrictions or restrictions on the use of the technical solution with certain manufacturers and/or brands of electronic home entertainment equipment in their technical solutions. If CONTENT PARTNER wishes to place a restriction, they will inform GIATV in writing about it. GIATV is obligated to respect these restrictions and to implement them technically at their own expense. The request to implement the restrictions

entitles GIATV to completely exclude the service and contents provided by CONTENT PARTNER.

- (6) CONTENT PARTNER is committed to informing GIATV immediately if its services and contents are restricted to the geographical accessibility.
- (7) CONTENT PARTNER shall not provide their service directly to GIATV CUSTOMER or via another white label Smart TV Portal provider to GIATV CUSTOMER while GIATV has a valid contractual relationship with CUSTOMER.
- (8) The CONTENT PARTNER guarantees to deliver content to GIATV according to this agreement.

5.

Coming into force, duration

- (1) The contract comes into force on the date it is signed by both parties and the duration is not limited to a specific end date. If the parties sign the contract on different dates, then the later date applies.
- (2) The contract has a minimum period of two years. The contract can be terminated by either Contracting Party with a notice of 3 months. The contract shall renew itself for a subsequent term of 1 year, if not terminated until the end of each term. The contract can be terminated for important reasons without notice.
- (3) The notice must be submitted in writing and sent by recorded mail.
- (4) If the contract is terminated then the mutual contractual obligations no longer apply.

6.

Confidentiality

- (1) The parties are committed to treat all information, which they receive before the conclusion and at the time of the execution of the present contract as confidential and to only use it for contractually agreed upon purposes. If the parties concluded a Non-Disclosure Agreement, this statement is binding in its regulation of the details of confidentiality.
- (2) The obligation to maintain confidentiality does not apply to those individuals authorized to be in possession of the information and are legally or contractually sworn to secrecy, or if it opposes the notice of own claims or if its disclosure has been agreed by the other party.

7.

Final provisions

- (1) The present contract is the sole and exclusive basis, which regulates the contractual relation.
- (2) Changes or supplements to the present contract must be made in writing and signed by both parties. This also applies to the waiver of this requirement for the written form.
- (3) If individual provisions of the present contract are not feasible or become ineffective in full or in part, then the validity of the other provisions within the contract remains unaffected. The parties are to agree on an effective and feasible provision for this case, which approximates as much as possible the ineffective or unfeasible provision.

- (4) All disputes that arise in connection with the present contract or regarding its validity, shall be finally settled under the rules of arbitration of the *Georgia state court, USA* to the exclusion of any recourse to the courts.
- (5) No party may transfer their rights from this agreement, or transfer their obligations from this agreement, either in full or in part, without the prior written consent of the other party (which may not be unreasonably withheld).

On behalf of CONTENT PARTNER

On behalf of GIATV

Company:

Company: GIATV

Name:

Name: Dr. Nino Doijashvili

Position:

Position: CEO

Date:

Date:

Signature:

Signature: