

# Strategic Alliance Contract



## PROSELECT INC.

In a Strategic Alliance Agreement two or more companies cooperate in any value-chain activity from Research & Development to marketing and sales. This type of alliance forces companies to share revenues and profits, but they also share the risk of loss and failure. This Alliance is based on a collaboration agreement and does not involve the formation of a third company. The Strategic Alliance Contract outlines the objectives of the alliance, forms a Management Committee to carry out these objectives, establishes the contributions from each party, and establishes the profit sharing.

Date: June 6, 2016

**:-Between:** iStream Network Inc. a Florida Corporation located at 161 Suffolk D Boca Raton, FL 33431 United States herein "ISN". Designee Mr. Jory Staton, Founder, Chairman, and Ceo

**And:** PROSELECT INC. Inc. a Nevada Corporation located at 6655 W Sahara Ave SUITE B112 Las Vegas, NV 89146 [www.proselect.us](http://www.proselect.us) herein "PROS". Designee John Fernandes

**The parties express a mutual recognition of their legal authority to enter into this Strategic Alliance Contract and declare that:**

ISN is a company which operates in The United States and has extensive experience as a CDN "Content Delivery Network" Related to Entertainment Content its core activity being Live Streaming or On Demand of entertainment content. This agreement is exclusive and on the Cinema Crisp Channel.

PROS is a company based in Las Vegas, Nevada which operates in The United States and has extensive experience in the "Live Music Television Production sector, its core activity being Entertainment, Televised Music Awards Shows and/or Special Events that are seen globally. "Content Provider"

The Parties believe that there are mutual benefits to be achieved by working together and have agreed to establish a Strategic Alliance (the "Alliance") in the field of "Entertainment" on the terms of this contract.

### Article 1. Objectives of the Alliance

1.1. The Parties agree to establish an Alliance whose primary objective is to work together or consult each other for the purpose of accelerating the business activity and sales of "Entertainment" and or global televised special projects in general.

A) Each individual event will have a separate revenue share agreement by all parties.

- a. To explore the various synergies which may be obtained by working together, particularly in the field of entertainment.



- b. To make each other's technical expertise in the field of Live Entertainment available to the masses for profit.
- c. Generally, to explore commercial agreements that will be for the benefit of the Parties.

1.2 Each Party acknowledges that the success of the Alliance will require a cooperative working relationship based upon good communications and team work between the Parties at all levels.

1.3 The Parties confirm their intention to establish and develop this Alliance in accordance with the principles set in this Contract with a view to achieving the success of the Alliance in their mutual best interests.

## Article 2. Territory

The Territory in which the Alliance is concerned shall be Global.

## Article 3. Mutual Non-Disclose and Non-Circumvent

Terms "Disclosing Party" and "Receiving Party" shall include each party's subsidiaries and parents and their respective directors, officers, and employees ("affiliates"), and the rights and obligations of the parties hereto therefore also shall inure to such affiliates and may be enforced directly by or against such affiliates. As an express condition to each party disclosing Confidential Information to the other party and in consideration of the mutual promises and covenants herein, the parties agree as follows:

**Non-Disclosure.** The party receiving Confidential Information (the "Receiving Party") shall hold all Confidential Information (as defined in Section 2) in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees who need to know such information to evaluate the possible business transaction with the party disclosing such Confidential Information (the "Disclosing Party"), and who have signed agreements that obligate them to treat Confidential Information as required under this Agreement. The Receiving Party shall not use any Confidential Information for any purpose except to evaluate a possible business transaction between the parties. The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. Each party agrees that it will not interfere with any business of the other party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible, nor liable, for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto. The Receiving Party warrants that its' Guarantors, business partners representatives, employees, associate's heirs, assignees and designee, shall not disclose Confidential Information and shall treat the Confidential Information as required under this Agreement and will not in anyway whatsoever disclose the other Party's Confidential Information.

**Confidential Information.** "Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, pertaining in any manner to the business of the Disclosing Party or to the Disclosing Party's affiliates, subsidiaries, consultants or business associates, whether in written, encoded, graphic, magnetic, electronic, or in any other tangible or intangible form, and labeled as Confidential by the Disclosing Party or otherwise provided by the Disclosing Party. "Confidential Information" includes, without limitation, the following:

- a) business concepts, marketing strategies, schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements,
- b) information about costs, profits, markets and sales,
- c) plans for future development and new product concepts,
- d) all documents, books, papers, drawings, models, sketches,
- e) business or personal contacts, social media websites, strategic partnerships, business partnerships, email addresses, email address data bases, text message data bases, strategic alliances, company assets, banking relationships, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments.

The information will be treated as Confidential if it is specifically specified so in writing.

**No Obligation of Confidentiality.** The Obligation of Confidentiality shall not apply with respect to any particular portion of information if:

- a) It was in the Receiving Party's possession, free of any Obligation of Confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- b) It was rightfully communicated to the Receiving Party free of any Obligation of Confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- c) Such information was developed by employees or agents of the Receiving Party, independently of, and without reference to, the information and the Receiving Party has evidence of such independent development, or
- d) The information needs to be disclosed to banks, financial institutions, and other statutory authorities.

Within Three (3) days following either a request from the Disclosing Party or the completion of business dealings between the Parties hereto, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including, but not limited to, magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within three (3) days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

**Use of Information by Recipient.** The Receiving Party agrees to use the Confidential Information only for the purposes of evaluating the possibility of a future collaboration between the parties and in connection with such future collaboration, if any. The Receiving Party agrees to restrict disclosure of the Confidential Information solely to its employees and agents who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality and non-disclosure hereunder. Further, the Receiving Party shall not disclose the Confidential Information to third parties, including independent contractors or consultants, however, other than financial institution/statutory authorities, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their Obligations of Confidentiality and Non-Disclosure hereunder. The Receiving Party agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard the Confidential Information.

**Non-circumvention.** Based on the working relationship between the parties, we are expected to exchange information. "Party 1" and "Party 2" herein the (The Party (ies) both stipulate that each are responsible for managing their own contacts.

- I. Both parties shall conduct business professionally and neither party shall seek to cause business interference or circumvent the other parties Client, Contacts or Business Partners, Entertainment Partners, Banking Relationships and/or Lenders.
- II. Neither party shall seek to undermine the other in an effort to gain favoritism or a healthier relationship with the other's Client, Contacts or Business Partners, Entertainment Partners, Banking Relationships and/or Lenders as a Circumvention Tactic.
- III. The parties agrees to warrant and covenant that their business information of the company are proprietary files and shall be recognized as valuable contacts or important resources of revenue for the Disclosing Party.
- IV. The Parties and its' Guarantors, business partner's representatives, employees, associate's heirs, assignees and designee, will not in anyway whatsoever circumvent the other party. This Non-Circumvent Agreement shall commence on the executed date of this Agreement and shall be enforced for TWO (2) years (2) years after the effective date of this Agreement, the Receiving Party and its' officers and directors, separately and individually, will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to;
  - a) contracting and/or contact directly with any client of the other party which Disclosing Party has identified as having access to the Confidential Information, or being hired as an independent contractor, hiring or contracting with any present or future employee or independent contractor of Disclosing Party.

This clause will be applicable for the specific business for which a meeting has been arranged by the Disclosing Party between its' client and Receiving Party.

**Term.** This entire Agreement shall be enforced for a period of Three (3) years after the execution date of the agreement.

**Remedies.** The Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The Receiving Party recognizes that its violation of this Agreement could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Disclosing Party deems appropriate. This right shall be in addition to any other remedy available to the Disclosing Party in law or equity. Also upon a violation occurrence of this Agreement, the Disclosing Party shall automatically and irrevocably be awarded Three Times (3X) Earnings and or Principle, Interest and Damages as result of a violation of whatever confidentiality violation, circumvention violation of deal or transaction that the Receiving Party has managed to arrange without the Disclosing Party's knowledge or written consent.

**Ownership of the Information.** Each of the parties hereto retains title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information or Business Contacts shall be deemed proprietary to the Disclosing Party. Further, each party represents that it has no agreement with any other party that would preclude its' compliance with this Agreement.

**Survival.** Each Party's Duty of Confidentiality under this Agreement regarding the Confidential Information shall survive the termination of this Agreement for one (1) year from the date of termination of this Agreement.

**General.** This Agreement shall be binding for the benefit of the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing Agreement entered into by the Parties relating generally to the same subject matter, and may be modified only in writing signed by the Parties. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof, and shall be governed by the laws of The United States without giving effects to the conflicts of law principles thereof. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

**Article 4. General**

This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing agreement entered into by the Parties relating generally to the same subject matter, and may be modified only in writing signed by the Parties. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof, and shall be governed by the laws of The United States without giving effects to the conflicts of law principles thereof. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

**Counterparts:** Without modification, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. Facsimile copies shall be deemed original. The Parties warrant that this Agreement shall not be changed or modified anyway after a Party signs the Agreement before the other Party. If this Agreement is then modified or changed by the other Party, this Agreement shall immediately become void and/or a non-binding Agreement.

**ACCEPTED AND AGREED:**

On this day Mr. Jory Staton represents to the Companies and/or Individuals executing this agreement below he has legal capacity and approval to execute this Agreement.

Sign & Date

 6-7-16  
\_\_\_\_\_  
Doug Kaplan Sr. Vice President , Executive Producer IStream Network Inc. a Florida Corporation

On this day Mr. John Fernandes represents to the Companies and/or Individuals executing this Agreement below he has capacity and approval to execute this Agreement on behalf of ProSelect Inc..

Sign & Date

 \_\_\_\_\_  
Mr. John Fernandes, Secretary, Director ProSelect Inc. a Nevada Corporation

