

Digital Addendum to the Royalty and Manufacturing Agreement

This addendum (the "Addendum") is entered into by and between Willette Acquisition Corp., DBA Allied Vaughn ("Allied Vaughn"), and [REDACTED] ("Client"), both parties to the Media On Demand License Agreement dated [REDACTED], 2021, and together herein collectively constitutes the "Agreement".

1. With this Addendum the Agreement is modified as follows: The parties agree that Titles submitted under the Agreement and other Titles as indicated in Exhibit A of this Addendum may be made available that include non-exclusive digital distribution rights, including but not limited to consumption methods including transactional video on demand ("TVOD"), subscription video on demand ("SVOD"), and advertising supported video on demand ("AVOD").
2. For any Titles made available to consumers through this Agreement that include the aforementioned digital distribution rights, Allied Vaughn will report and pay the Client 70% of the Net Revenue resulting from the sale or usage by consumers from each of the consumption methods described herein, less delivery costs and any other costs as pre-approved by Client, no later than 60 days after the end of the calendar quarter in which payment is received by Allied Vaughn. "Net Revenue" is defined as the actual proceeds received by Allied Vaughn as the result of revenue generated on digital distribution platforms where Allied Vaughn has made Client's Titles available to end consumers. Client understands that sale and Net Revenue reporting delivered to Client by Allied Vaughn will be limited to only that reporting made available to Allied Vaughn by the digital distribution platforms which exhibit the Client's Titles.
3. Client understands that the terms of service for each digital distribution platform may change from time-to-time, and that Allied Vaughn will notify Client of any changes related to financial compensation or asset requirements. Additional Titles may be submitted for use under the terms of this Agreement from time to time by notifying Allied Vaughn in writing (both, by way of e-mail or other method as determined by Allied Vaughn).

Except as set forth in this Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

By their signatures below, the Parties have caused their duly authorized representatives to execute this agreement as of the date shown with the signature.

WILLETTE ACQUISITION CORP.
DBA ALLIED-VAUGHN

By: _____ Date: _____
Title: President

Client:
By: _____ Date: _____
Name: _____
Title _____

Exhibit A
Titles