

Česká televize
Company ID number: 00027383

and

ZED
Company ID number: n° FR 85402018238

Television Licence Agreement

number 1093440/2382

Subject matter of the agreement:
Price or value:
Date of execution:

Programme licence acquisition
EUR 21.700,-
2/11/2019

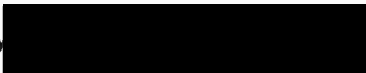
TELEVISION LICENSE AGREEMENT

This agreement is entered into effect in Paris, France, by and between :

- **ZED**, a duly incorporated French company, whose address is :

39 rue des Prairies, 75020 Paris, France, VAT number FR 85402018238.

(hereinafter referred to as "Licensor"),

Represented by 

AND

- **CESKA TELEVIZE**, Public Company established by the Czech Television Act No 483/1991 Coll., with registered office at : Kavci hory, Na Hrebenech II 1132/4, 140 70 Praha 4, Czech Republic, VAT number CZ00027383.

(hereinafter referred to as « Licensee »),

Represented by **Alena Blahosova**, its Head of Program Acquisitions

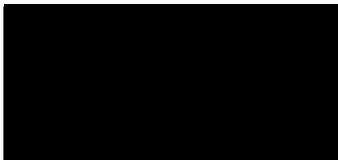
Either party represents and warrants to the other that it has full authority to execute this Agreement,

WHEREBY IT IS AGREED AS FOLLOWS:

This Agreement shall set forth the terms of the assignment for the television rights granted hereunder concerning the following audiovisual work (hereinafter "The Program")

To such effect, both parties have agreed to execute the present License Agreement for the acquisition of the television broadcasting rights subject to the following.

The Basic Provision together with Licensor general terms and conditions, hereby incorporated by reference, constitutes the agreement between Licensor and the Licensee with regards to the Program referred herein. In case of discrepancy between the text of the Basic Provision and the General Terms and Conditions, the text of the Basic Provision shall prevail.



BASIC PROVISIONS

1. PROGRAM PARTICULARS

Please see Appendix A for details

2. RIGHTS PARTICULARS

Rights Granted :

Authorized Language :

Territory :

Number of runs :

License Period :

Please see Appendix A for details

3. LICENSE FEE AND MATERIAL COSTS

Total License Fee : EUR € 21,000

Total Material costs : EUR € 700

Total : **EUR € 21,700**

Please see Appendix A for details

4. TERMS OF PAYMENT

It is hereby agreed that should the Licensor choose to deliver invoices by means of electronic mail, the Licensor shall be obliged to send PDF format invoices using its e-mail address to the e-mail address of the Licensee: faktery@ceskatelevize.cz. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.

The Licensor acknowledges being the beneficial owner of the license fee.

5. MATERIALS PARTICULARS

Support Material : Digital files Apple Pro Res 422 HQ, texted version with front and end credits, with captions, without subtitles, with neutral backgrounds, in stereo original version and separate stereo M&E tracks.

Delivery Date : Upon signature of contract.
Title I. will be delivered upon completion

Delivered Language : Original version (French or English)

Shipping Costs : N/A. Delivery via ftp.

Additional Material : Press kit, music cue sheet, synopsis, pictures and scripts (music cue sheet shall include information about each musical composition, its title, name of the author of the music and lyrics, identification of the publisher and exact footage of each musical composition).

6. ADDITIONAL TERMS

- Licensor has an access at any time to the Czech versions created by Licensee [redacted]

- License Period shall expire after last telecast.

This Agreement comes into force upon its signature by both contracting Parties. It has been executed in two counterparts, each valid as an original, of which each Party shall receive one counterpart.

Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of publishing of this Agreement in line with Czech law.

Confidentiality. The Parties agree that information in this Agreement highlighted in yellow is considered to be confidential (e.g. as a business secret) and neither contracting Party shall disclose such information to any third party without the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated, with the exception of information: (i) that the Licensee provides to third parties within a regular scope in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion; (ii) that a contracting Party provides or makes public based on a legal regulation; and (iii) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal and/or contractual duty of confidentiality. This Agreement shall be made accessible to general public pursuant to Czech law provided that information highlighted in yellow was redacted.

The Terms and Conditions annexed hereto are hereby incorporated herein by this reference and shall be deemed to constitute part of the Agreement with the same force and effect as it is set forth herein. In Witness Whereof, the parties have executed this Agreement as of the mentioned date.

[redacted]

[redacted]

ZED
By [redacted]
Its : [redacted]
Date : January 2019

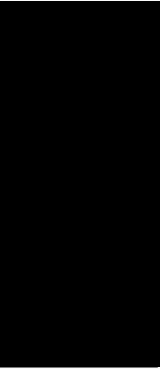
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CESKA TELEVIZE
By : Alena Blahosova
Its : Head of Program Acquisitions
Date : 2.1. 2019

[redacted]

APPENDIX A

Title	Length	Commercial Hours	License start date	License End date	Runs	License fee per hour	Material cost per hour	Total (License fees+Material costs)
[REDACTED]								
							TOTAL :	EUR €21,700



General Terms and Conditions

Definitions

The Agreement, as referred to hereinafter, shall consist of General Terms, Special Terms and any Appendix that may be executed by the parties thereto, Special Terms prevailing over General Terms in case of contradiction.
For the purpose of the present Agreement,

The Program(s) means images and synchronized sounds pertaining to the film, TV series, documentary, cartoon or any other audiovisual TV program(s) specified in Special Terms.

Licensee refers to the person or corporation whose name is mentioned as party to the Agreement and whom is vested in by Licensor such rights as defined hereunder.

Transmission Process means the way the Program(s) is/are transmitted to the viewer, such as broadcast via terrestrial or cable or satellite television (by analogic or digitalized transmission, scrambled or not), or via the Internet.

Television Rights means the right to broadcast the Program(s) on television through the Transmission Process specified in Special Terms.

Terrestrial Free Television means only either analogue or digital over-the-air broadcast by means of Hertzian waves of a Program which is intended for reception on a television receiver in private living places without a charge being made to the viewer for the privilege of viewing the Program. For purposes of this definition, neither governmental television receiver assessments and/or taxes will be deemed a charge to the viewer.

Cable Free Television means only the transmission by means of coaxial or fiber-optic cable of a Program for reception on a television receiver in private living places without a charge being made to the viewer for the privilege of viewing the Program. For purposes of this definition, neither governmental television receiver assessments or taxes, nor the regular periodic service charges (other than a charge paid with respect to Pay TV) paid by a subscriber to a cable TV system will be deemed a charge to the viewer. Cable Free TV doesn't include any form of Internet telecast or other exhibition not specified herein.

Satellite Free Television means only the up-link transmission of a Program to a satellite and its down-link transmission to a terrestrial satellite reception dish for the purpose of viewing of the Program on a television receiver in private living places which is located in the immediate vicinity of the reception dish without a charge being made to the viewer for the privilege of viewing the Program. For purposes of this definition, neither governmental television receiver assessments and/or taxes will be deemed a charge to the viewer. Satellite Free Television doesn't include any form of Internet telecast or other exhibition not specified herein.

Terrestrial Pay Television means standard over-the-air broadcast of the Program(s) by means of encoded Hertzian waves for reception on a television receiver in private or temporary living accommodations by means of a decoding device where a charge is made (i) to the viewer in private living accommodations for the right to use the decoding device for viewing any special channel that transmits the Program(s) along with other programming ; or (ii) to the operator of a hotel or motel (or similar temporary living place), apartment complex, co-operative, condominium project or similar place located distant from the place where such broadcast signal originated for the right to use the decoding device to receive and retransmit the programming on such channel throughout such places. Terrestrial Pay Television doesn't include any form of Pay per View or Video on Demand telecast or other exhibition not specified herein.

Cable Pay Television means transmission or retransmission of the Program(s) by means of an encoded signal over coaxial or fiber-optic cable for reception on a TV receiver in private or temporary living accommodations by means of a decoding device where a charge is made (i) to the viewer in private living accommodations for the right to use the decoding device for viewing any special channel that transmits the Program(s) along with other programming ; or (ii) to the operator of a hotel or motel apartment complex, cooperative, condominium project (or similar temporary living place), apartment complex, co-operative, condominium project or similar place located distant from the place where such broadcast signal originated for the right to use the decoding device to receive and retransmit the programming on such channel throughout such places. Cable Pay Television doesn't include any form of Pay per View or Video on Demand or Internet telecast or other exhibition not specified herein.

Satellite Pay Television means the up-link transmission of the Program(s) by means of an encoded signal to a satellite and its down-link transmission to a terrestrial satellite reception dish and a decoding device for the purpose of viewing the Program(s) on a TV receiver in private or temporary living accommodations which is located in the immediate vicinity of the reception dish and decoding device where a charge is made (i) to the viewer in private living accommodations for the right to use the decoding device for viewing any special channel that transmits the Program(s) ; or (ii) to the operator of a hotel or motel complex, cooperative, condominium project (or similar temporary living place), apartment, condominium project or similar place located distant from the place where such broadcast signal originated for the right to use the decoding device to receive and retransmit the programming on such channel throughout such places. Satellite Pay TV doesn't include any form of Pay per View or Video on Demand or Internet telecast or other exhibition not specified herein

Basic Cable Television means a schedule of programming, transmitted by means of coaxial or fiber-optic cable for reception on a TV receiver in private living places, which is offered as part of a package of programming included within the minimum obligatory subscription charge, if any, without a per program, per channel, or other charge of any kind (other than one time or periodic charges for connection to the cable television delivery system and any compulsory fees charged by a government or governmental agency assessed on those who use television sets). Such package of programming shall not include any Pay Cable TV.

Basic Satellite Television means the up-link transmission of a schedule of programming to a satellite and its down-link transmission to a terrestrial satellite reception dish for the purpose of viewing of the Program on a television receiver in private living places which is located in the immediate vicinity of the reception dish, which is offered as part of a package of programming included within the minimum obligatory subscription charge, if any, without a per program, per channel, or other charge of any kind (other than one time or periodic charges for connection to the cable television delivery system and any compulsory fees charged by a government or governmental agency assessed on those who use television sets). Such package of programming shall not include any Pay Satellite Television.

DTH Television means a direct to home television distribution system shall mean a television distribution system in which an audio visual signal containing one or more channels is intended to be received directly from an earth-orbit satellite by satellite dish antennas located on or adjacent to private residential homes and other dwellings, businesses, institutions or other units for viewing on home type television sets located therein without the additional use of the facilities of any other television distribution system.

SMATV Television means a satellite master antenna television distribution system.

MMDS (Multi Channel/Multi Point Distribution) means private service utilizing a very high frequency to transmit multiple television signals (also called wireless cable).

Pay Per View means the broadcast of the Program(s) by means of an encoded signal for reception on television transmission receivers in hotels, motels (or similar temporary living places/Non Residential) or in homes (or similar permanent living places/Residential) where a charge is made to the viewer for the right to use a decoding device to view the broadcast of the Program(s) at a time designated by the broadcaster for each viewing.

Home Video Rights means the exploitation of the Program(s) embodied in a Videogram (in a videocassette or in a DVD or in a video-disc) which is rented (**Rental**) or sold (**Sell Through**) to the viewer for the sole purpose of a non-public viewing of the embodied Program(s) in a linear form in private living accommodations where no admission fee is charged with respect to such viewing. Home Video Right doesn't include the public performance, diffusion, exhibition or broadcast of any videocassette or video-disc.

Institutional / Non Theatrical means exploitation of the Program(s) only for direct exhibition before an audience by and at the facilities of either organizations not primarily engaged in the business of exhibiting Program, such as in educational organizations, churches, restaurants, bars, clubs, libraries, trade fairs, sales exhibitions, festivals and similar events, Red Cross facilities, oil rigs and oil fields, or governmental bodies such as in embassies, military bases, military vessels and other governmental facilities flying the flag of the licensed.

Public Video means exploitation of the Program(s) embodied in a Videogram only for direct exhibition before an audience in a "mini-theatre", an "MTV theatre" or like establishment that charges an admission to use the viewing facility or to view the Videogram, and that is not licensed as a traditional motion picture theatre in the place where the viewing occurs.

Video On Demand means the transmission of a Program by means of an encoded signal for reception on television receivers in private living accommodation through a system where a charge is made to the viewer for the right to use a decoding device to view the Program at a time selected by the consumer for each viewing.

Near Video On Demand means the transmission of the Program (i.e. by any method of transmission now known or hereafter devised including without limitation broadcast, satellite, cable, telephone, wire and fiber optics) to television devices and similar devices now known or hereafter devised in private living accommodations through a system where a charge is made to the consumer for the right to use a decoding device whereby a consumer can select the Program from a library of motion pictures and/or television programs and whereby the provider will transmit, at times to be determined by the provider, the Program by any method now known or hereafter devised to the consumer to said living accommodations.

Internet means the transmission of the Program(s) (in a linear form, with no interactivity and possibility for the viewers to modify the content of the Program(s)) via the Internet, for the purpose of a private viewing the Program(s) on a computer screen, by connection on a http web-site, at a time designated by the broadcaster for each viewing or selected by the viewer for each viewing.

Merchandising Right means the right to make and exploit items specified in Special Terms deriving from elements of the Program(s) (characters, sets and dressings, story) without release of the Program(s) itself.

Cellular Phone means a wireless telephone system where each geographic area (cell) is covered by a base station; users are handed over the other base stations as they move from cell to cell; analog and digital systems exist.

Interactive Television (ITV) means a combination of traditional television with interactive content and enhancements through a network. ITV provides a richer entertainment experience as well as information, blending traditional TV viewing with the interactivity of a PC. ITV features can include richer graphics, Internet access, e-mail, chat, instant messaging, home shopping, home banking, interactive games, on-demand services such as weather and financial information, pay-per-view (PPV), and video-on-demand (VOD). Or a catch all phrase for services/platforms that allows TV viewers to interact with their TV. Typical services might include interactive program guides and email and web browsing on the TV.

The ability of viewers to interact (to make choices and to take action) with TV programmes by changing with a digital equipment the content which appears on the screen or by providing information to the broadcaster through a return path.

Article 1 : License

Licensor hereby agrees to grant Licensee such rights over the Program(s) as defined in the special terms and Licensee agrees to exercise said rights solely within the terms and conditions set forth in the Agreement as a limited license under the copyright of the Program(s). Grant of rights is agreed upon between Licensor and Licensee either on an exclusive or a non-exclusive basis, as specified in Special Terms.

The license herein granted to Licensee is, and shall be limited to, the right to telecast each Program in the manner and at the times herein expressly provided. Any and all rights in any of the Programs (including, but not limited to, the right to telecast film clips and segments of each) and the literary and/or musical materials contained in or upon which said Programs may be based, which shall not have been expressly licensed to Licensee by this Agreement are reserved to Licensor and may be exercised, marketed, exploited and disposed of by Licensor concurrently with and throughout the term of this Agreement, freely and without limitation or restriction.

Article 2 : Exclusivity



Licensor does not grant exclusivity protection for free home television reception within the Licensed Territory in other than the Licensed Language, transmission (or re-transmission) by satellite or cable system or broadcast signals originating outside the Licensed Territory or, exploitation of the Program in any other medium.

Licensor doesn't grant exclusive protection against exhibition of elements (footages, extracts...) of the Program.

Licensor doesn't grant protection against any broadcasting of the Program in French version.

Article 3 : Territory

Rights granted through the Agreement may in no case be exercised outside boundaries of the Territory defined in Special Terms (« Territory »), it being understood that Licensee may in no case, should rights granted be Television Rights, be entitled to any broadcast, other than incidental (overspill), of the Program(s) over other territories.

Article 4 : Overspill :

Licensor acknowledges that if the Program(s) are licensed for satellite transmissions, such transmissions may be capable of reception outside the Territory, i.e. overspill. Licensee acknowledges, however, that its right to distribute the Program(s) is limited to the Territory, and Licensee agrees that it will not market or in any manner facilitate reception of the Program(s) outside the Territory and that Licensor shall be entitled to any revenues attributed to the distribution of the Program(s) outside the Territory, whether directly or indirectly (including but not limited to license fees, advertising revenues attributable to the distribution of the Program(s) or revenues or any royalty or fee which would become payable to or shall be received by Licensee by virtue of any statute, governmental regulation or by operation of law in any other manner, as the result of a retransmission of the Programs by any booster station, translator, repeater, satellite, cable television system, relay broadcast, network simultaneous transmission or otherwise) shall belong to Licensor and, if received by Licensee, shall be held by Licensee as agent and trustee for Licensor and shall be promptly paid over to Licensor. Licensee agrees to cooperate with Licensor to enable Licensor to collect such revenues resulting from the distribution of the Program(s) outside the Territory. Licensee further acknowledges that it may be subject to overspill of the Program(s) within the Territory from other licensees of Licensor and agrees that such overspill shall not constitute a breach of this Agreement, particularly including any provision herein granting Licensee exclusive rights in the Territory, provided that Licensor's agreements with such other licensees include a provision similar to this paragraph restricting the rights of such licensees from marketing or facilitating reception of the Program(s) outside their licensed territory.

Article 5 : License Period

The Agreement shall be valid for such limited period of time as set forth in Special Terms.

Article 6 : Payment of License Fee:

In consideration of the license herein granted, Licensee agrees to pay Licensor, in full, the license fees specified in the Specific Terms, and except as provided below in Article 6, without deduction of any kind. Payment shall be due and payable at the time or times specified in the Specific Terms, and shall be made at the address stated in the Specific Terms. All payments required to be made under the terms of this Agreement shall be made within the time and manner aforesaid regardless of whether or not Licensee shall have exhibited the Programs, it being intended and agreed that the time within which Licensee shall be required to make payment in accordance with the terms hereof is of the essence of this Agreement, and any failure to do so on the part of Licensee shall constitute a default hereunder.

Article 7 : Withholding Taxes

Should an international fiscal treaty between Licensor and Licensee's countries exist, Licensee shall provide Licensor with any and all documentation necessary to exempt or reduce any payments otherwise due to government or other fiscal authority in the Territory, or any portion thereof, in respect of the remittance to Licensor of the license fees payable hereunder (but not in respect of any income or corporation tax payable by the Licensee) or in order to benefit from any tax treaty. However, in the event that any sums are or may be demanded from the Licensee by the governments or other fiscal authorities in the Territory, or any portion thereof as hereinabove described, the Licensee shall be entitled to deduct such sums from the license fees payable hereunder provided that Licensee shall : (a) promptly pay to the relevant taxation authority within the period for payment the full amount of such withholding tax and (b) promptly furnish to the Licensor an official receipt of the applicable taxation authority for all such amounts so withheld. The Licensor shall in such case provide the Licensee with a valid confirmation of French residency of the Licensor issued by the appropriate Tax Authority of France unless such valid confirmation has already been provided to the Licensee during the applicable year.

Article 8 : Taxes / Administrative Charges

Licensee shall pay without limitation any tax, levy or charge howsoever denominated, or administrative charges, imposed or levied against Licensor (excluding only any applicable net income or franchise taxes) by any statute, law, rule or regulation now in effect or hereafter enacted including, without limitation, quotas, licenses, contingents, import permits, consulate fees, county clerk and notary charges, state, county, city or other taxes howsoever denominated relating to or imposed upon license fees, rentals, negatives, Prints or other material, or the right or privilege to use the same in connection with any Program(s) licensed hereunder and whether imposed upon or levied on or in connection with the importation of any material supplied by Licensor hereunder, or incurred in connection with the legal processing of this document for or in the Territory, or otherwise; it being the intent hereof that the Total License Fee specified as the considerations for the licenses granted herein shall be a net amount, free and clear of any charge of whatsoever kind or nature howsoever denominated.

To the extent that any such charges are paid by Licensor, Licensee will reimburse Licensor on demand, and upon the failure of Licensee to so reimburse Licensor, Licensor will have available to it all of the remedies provided for herein with respect to the unpaid portion of the Total License Fee as well as such other remedies as may be provided by law.

Article 9 : Titles

Licensor reserves the right to change the title of any Program(s) embraced by this Agreement and Licensee shall advise the Licensor in writing of the local language translation of any title (including any individual episode title) under which the Program(s) is broadcast. Licensor also reserves the right to substitute in accordance with Licensee a program of comparable quality for any Programs licensed hereunder because of force majeure, unavailability of materials, or any threatened litigation or claim in connection with any Program(s) to minimize possible damage to Licensor. Each substitution shall require prior written consent of Licensee. In the event that Licensor is not in a position to make such substitution and so notifies Licensee, then Licensee agrees that Licensor may remove such Programs from this Agreement, and in such event the Total License Fee shall be reduced by an amount equal of such portion applicable to such Programs as defined in the "License Fee" paragraph (in Specific Conditions) hereof, and Licensee agrees that such reduction in the Total License Fee shall be Licensee's sole remedy.

Article 10 : Exhibition of Program(s)

The Program(s) shall be exhibited exactly as delivered to Licensee, except that Licensee may (a) prepare a dubbed and/or subtitled and/or voiceovered versions of the Program(s) in the Exhibition Language authorized by the Specific Terms hereof (Licensor shall have

immediate access to such dubbed and/or subtitled and/or voice-overed versions of the Program(s) [REDACTED]; (b) make minor cuts or broadcast on a non-continuous basis for the following purposes: (i) commercial insertions, and/or (ii) censorship requirements provided, however, that Licensee shall in no event cut or alter the main or end titles or any part thereof, or the copyright notice, or the credits or impair the integrity or meaning of the original Program(s). The following cuts shall not be deemed minor hereunder: any cut that impairs the basic storyline for any Program(s), or which impairs the artistic integrity of the Program(s), or any cuts that are contrary to any further restrictions as may be set forth in the Specific Terms. Any breach or violation of the terms hereof shall constitute a default. Any other cuts, including to those necessary to conform to time segment requirements, must be expressly approved by Licensor in writing. Licensed Services may add their logo to the Program, and, if not already provided in the credits, the titles and names of the authors of the local language versions (as further set forth in 6.1.2 below).

Article 11 : Performing Rights

Licensee undertakes to obtain from Licensee's local performing right society or other appropriate collecting body at Licensee's sole responsibility and expense all broadcasting and transmission rights understood as composers', arrangers' and other authors' rights (whether such performing rights be so-called "grand rights" or "small rights") relating to the broadcast and transmission within the Territory by Licensee of any copyright music contained in the Program(s). Licensor shall supply Licensee with a detailed music cue sheet for such purpose. Licensor warrants that (i) it controls the remaining performing rights (if there are any), (ii) these rights have been cleared and (iii) Licensee may exercise the said rights granted to it herein. Licensor has to inform Licensee before the signature of the license Agreement about any "grand rights" to be cleared."

Article 12 : Promotion

Throughout the License Period, Licensee may use excerpts up to three minutes from the Program(s) for the sole purpose of advertising and promoting the Program(s), Rights licensed and Licensee's broadcasting as well as release press statements including photographs and/or synopses from the Program(s). No excerpt from the Program(s) may nevertheless be included as part of any other program or broadcasting show, unless specifically authorized by Licensor. Licensee shall have the right to advertise, promote and publicize the Programs in the exercise of its rights hereunder in any and all media and to authorize others to do so. Notwithstanding the foregoing, Licensee shall not make or permit to be made, in any advertising, publicity or otherwise, any statements which directly or indirectly expressly or by implication, (a) constitute or may be understood to be an endorsement of any sponsor, product, article or service by Licensor, the producer or copyright proprietor of the Programs, any actor or actress appearing therein, the director or anyone else connected or associated with the Programs, or the production or distribution thereof, or (b) indicate or may be understood as indicating that any such person is connected or associated with or is employed or engaged by Licensee or any sponsor. Any advertising or publicity referring to such person shall be limited to and shall indicate that such person appears in or rendered services in connection the specific Program or Programs. In the event Licensor furnishes Licensee with specific instructions with respect to the use of advertising credits, Licensee shall comply therewith. Licensee shall have the right to broadcast excerpts of the Program for advertising purposes provided that no such broadcast shall exceed three (3) minutes in length. The broadcast of the excerpts shall also be authorized on the Licensee's website, geoblocked to the Territory as provided in the Basic Provision.

Article 13 : Warranties

Licensor warrants and represents that it owns exclusively, or is the exclusive licensee, of all of the television exhibition rights herein specified in each Program and that Licensor has the right to enter into and perform this Agreement and to grant Licensee the rights and license herein provided. Licensor is liable for damages for breach of any warranty herein made by Licensor. Licensor further warrants and represents that all necessary rights have been cleared and that the Licensee may exercise the Rights granted to it herein without payment of any additional fees or expenses to any third party, subject to the terms of this Agreement. Licensee agrees to cooperate fully with Licensor on the terms and conditions separately agreed in the defense of adjustment of all claims. Licensee represents and warrants that it has the full power and authority to enter into this Agreement and that the performance of its obligations under this Agreement will not conflict with its charter, by-laws or obligation under any other agreement. Licensee further represents and warrants that upon signature hereof, this Agreement will be a valid, binding and enforceable Agreement against it.

Each party shall indemnify and hold the other party, its parent, subsidiary and affiliated companies and their respective officers, agents, directors and employees, harmless from any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of the breach by the indemnifying party of any warranty, representation, or covenant, as applicable, or other material term or provision of this Agreement; provided that the other party promptly notifies the indemnifying party in writing of any claim or litigation to which this indemnification applies and that the indemnifying party shall have the right to assume the defense of any such claim or litigation.

Should Special Terms specify that Licensee is granted exclusive Rights for the Program(s) in the Territory, Licensor may nevertheless grant rights for the Program(s) to third parties, provided that, as may be the case, the broadcast region for which rights are granted only incidentally lap over the Territory or that the broadcast language and transmission process for which rights are granted differ from those granted to Licensee under provisions of Article 2 here-above or that tapes, discs, DVD or other items deriving from the Program(s) distributed be recorded in another language than the one granted to Licensee.

Article 14 : Delivery Transmission and other Materials

Licensor agrees to deliver the transmission and other materials specified in the Delivery Deal Terms. Delivery of said materials by Licensor to Licensee or to Licensee's agent, or to a carrier, or to any shipping agent designated by the Licensee shall be deemed as delivery by Licensor to Licensee hereunder and Licensor shall not be liable for any action taken by any such party. Licensee agrees that it will not cause, authorize or permit the duplication, recording or transcription of any of the Programs of the sound track thereof, or any part thereof, or the use of any of the Programs for any purpose other than the purposes herein specified. Licensor agrees to deliver at Licensee's expense the Print (i.e., video tape) of each such Programs reasonably in advance of the scheduled date of each telecast unless within five (5) days of receiving such notice from Licensee, Licensor shall have sent notice to Licensee of its unavailability and shall have submitted a list of other programs which are available. In such event Licensee, at Licensee's option, shall immediately select a substitute program from such list and notify Licensor thereof and Licensor shall deliver, at Licensor's cost a Print to the Licensee, its agent, or to a carrier or to the appropriate postal authorities for mailing shall be deemed delivery by the Licensor to the Licensee hereunder. Licensor shall have the right to select the mode of delivery. In case such list does not include any substitute program acceptable for the Licensee, the total license fee payable shall be reduced by an amount corresponding to the license fee due in respect of unavailable Programs.

Article 15 : Examination of Transmission Materials

Licensor shall provide Licensee with transmission materials physically suitable for transmission. Prior to the expiration of thirty (30) days from receipt by Licensee of such transmission materials, Licensee agrees to examine said materials to determine whether they are physically suitable for exhibition. If it shall be determined that said materials are not physically suitable for exhibition, Licensee shall, prior

to the expiration of such thirty (30) day period, provide Licensor with a written technical report specifying in detail the nature of any such claimed defect. Licensor shall promptly replace such defective materials. Failure to notify Licensor in writing of any claimed defect prior to the expiration of the aforementioned thirty (30) day period shall be deemed acceptance of the materials so delivered.

Article 16 : Delivery and Returns of Prints

a) Pursuant to this Agreement, delivery of materials by Licensor to Licensee shall mean:

(i) Delivery of said materials to Licensee, to Licensee's agent, to a common carrier, to the post office or to any shipping agent designated by Licensee shall be deemed delivered to Licensee and Licensor shall not be liable for any action taken by any party. If no mode of delivery shall be designated by Licensee, Licensor may select the mode of delivery.

All costs of shipping, transportation and delivery (except for the replacement material) shall be borne by Licensee. Transport costs for any replacement material(s) shall be borne by Licensor.

(ii) Licensee shall examine said materials immediately upon receipt. If any materials, when received, are so defective as to be unsuitable for exhibition, Licensee shall immediately notify Licensor, which notice shall be accompanied by a laboratory report specified wherein the materials are not suitable. Licensor will furnish suitable materials

After a period of 30 days from delivery of the said materials shall be deemed accepted by Licensee if Licensee has not given notice of any defect within this period.

b) Upon the expiration or earlier termination of this Agreement Licensee shall at Licensor's sole discretion :

(i) deliver all of the materials of the Programmes in Licensee's possession to Licensor or to the address Licensor shall indicate to Licensee, free of charge, in good condition, normal wear and tear excepted, on the reels and in the containers in which it was received, or

(ii) destroy same, furnishing Licensor with a certificate of destruction duly authenticated by the appropriate party in the respective countries of the Territory. If Licensee fails to return all of the materials of the Programmes supplied by the Licensor in the aforesaid condition in a timely manner, or if Licensee returns damaged materials, Licensee shall forthwith pay Licensor the laboratory cost of replacing such materials. It is understood that all of the materials of the Programmes whether supplied by Licensor to Licensee or prepared by Licensee or a laboratory on Licensee's behalf, are and will remain Licensor's exclusive property, and Licensee shall only have the right to use same in accordance with the terms and conditions hereof. Upon Licensor's request, Licensee shall advise Licensor of the name and location of any laboratory or facility in possession of any materials of the Programmes, and Licensee shall provide access to Licensor's designees upon Licensor's request.

Article 17 : Defaults

Licensee's default : If Licensee shall default in the payment of any sums payable in accordance with the terms of this Agreement, or fails to respect a credit or copyright obligation, and such default shall continue for a period of fifteen (15) working days after the Licensee's receipt of a written notice from the Licensor of such default, or if Licensee shall fail to duly perform or observe any term, covenant or condition of this Agreement and of the Licensee has not remedied the situation for a period of fifteen (15) working days after the Licensee's receipt of written notice from the Licensor of such failure, or if Licensee shall be adjudicated a bankrupt, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall take advantage of the provisions of any bankruptcy or debtor's relief act, or if any involuntary petition in bankruptcy is filed against Licensee and is not vacated or discharged within thirty (30) days, or if a receiver is appointed for a substantial portion of its property and is not discharged in thirty (30) days, or if Licensee voluntarily or by operation of law shall lose control of the above named television station or its interest therein, or the license to operate the same, then and upon the occurrence of any one or more of such events, any and all installments or sums payable under this Agreement remaining unpaid shall immediately become due and payable to Licensor, regardless of the due date thereof and, in addition, and without prejudice to any other right or remedy which may be available to Licensor at law or in equity, and without in any way releasing or discharging Licensee of or from any of its obligations under this Agreement, Licensor shall have the right, either (i) to terminate each and all of the rights of Licensee under this Agreement, or (ii) to suspend the further delivery of transmission materials until such defaults shall have ceased and shall have been remedied. Licensor shall notify Licensee of either suspension or termination by registered letter, return receipt requested in which event such termination or suspension shall be automatically and immediately valid with no further action necessary on the part of Licensor.

Licensor's default : Licensor will default if Licensor breaches any material term, covenant, or condition of this Agreement. Any default by Licensor is limited to the particular Program to which a default applies. No default as to one Picture will be a default as to any other Program, nor will a default by Licensor as to any one agreement be a default as to any other agreement with respect to any program.

The Licensee shall be entitled to terminate this Agreement by written notice to the Licensor if the Licensor fails to provide the Licensee with complete music cue sheets including all requirements pursuant to this Agreement on or before the commencement of the License Period. In case of termination of this Agreement by the Licensee due to the reasons given in this section the Licensor shall refund the already paid License Fee to the Licensee.

Article 18 : Withdrawal of Program

Licensor may in its absolute discretion suspend Delivery or exploitation of a Program or withdraw a Program: (a) If Licensor determines that its continued exploitation might infringe the rights of others, (b) violate any law, (c) or subject Licensor to any liability.

Licensee will not be entitled to claim any damages or lost profits for any suspension. Instead, the Term will be extended for the length of each suspension. If any suspension lasts more than three (3) consecutive months, then either party may terminate this agreement on ten (10) days' notice. If the Program is withdrawn or this Agreement is terminated after a period of suspension, then Licensor may either substitute a mutually satisfactory Program of like quality, or refund an equitable portion of any unrecovered payments made by Licensee. Licensee's sole remedy will be to receive this substitute or refund. In no case may Licensee collect any "lost profits" or other damages.

Article 19 : Force Majeure

If Licensor is prevented from making timely delivery of transmission materials of the Programs, as herein provided, or if Licensee is

prevented from exhibiting the Programs or from making the payments as per the agreed upon payment, by reason of any act of God, strike, labor dispute, fire, flood, delay in transportation, failure or delay of laboratory, war, public disaster, or any other cause or reason beyond the control of Licensor or Licensee, as the case may be, such condition shall not be deemed to be a breach of this Agreement and Licensee may extend the term of this Agreement for a period co-extensive with the period or periods of such force majeure, which extended period shall commence to run immediately upon the expiration of the term of this Agreement, provided however, that (a) in no event shall the term of this Agreement be extended hereunder with respect to any Program beyond the term of Licensor's rights of distribution in such Program; (b) in no event shall such extension period be longer than six (6) months, and (c) in no event shall any Program be broadcast hereunder more than the number of broadcasts set forth in the Specific Terms, including all broadcasts during such extended term. In no event shall any extension hereunder extend, enlarge or postpone the time within which payment of any sum is required to be paid to Licensor hereunder.

Article 20 : Waiver

The waiver by either party hereto of any breach or default by the other party shall not be construed to be a waiver of any other breach or default, or of the same breach or default occurring thereafter.

Article 21 : Credits

Licensee shall not broadcast the Program(s) any item deriving from the Program(s) copies thereof without beginning and/or end credits that shall have been notified by Licensor, nor without mentioning Licensor as distributor for the Program(s), with full trademark and logo.

Article 22 : Assignment

Licensee shall not assign this Agreement in whole or in part, to any third party without the prior written consent of Licensor.

Any such assignment or sublicense so permitted or consented shall not relieve Licensee of any of its obligations hereunder. Licensor may assign its rights hereunder, in whole or in part at any time, to any person, firm or corporation, provided however that no such assignment shall relieve Licensor of any of its obligations hereunder.

Article 23 : Notices

All notices required to be given hereunder shall be given in writing, by personal delivery or by air mail or by telegram at the respective addresses of the parties hereto, set forth above, or at such other addresses as may be designated in writing by registered mail by either party.

Notice given by mail or by telegram shall be deemed given on the date of mailing thereof or of delivery of such telegram to a telegraph office, charges prepaid or to be billed.

EII : Endorsement

Licensee shall not be entitled to use the Programme(s) as an endorsement of any product, service, person, firm or corporation.

Article 24 : Effect of Invalidity of Provision

It is understood and agreed that in the event any provision of this Agreement or any riders or amendments thereto shall be found to be contrary to any applicable law or regulation of any Territory or part thereof, the same shall not affect the other provisions of this Agreement and any riders or amendments thereto, which shall notwithstanding continue in full force and effect.

Article 25 : Applicable Law and Jurisdiction

This Agreement shall be interpreted construed under the laws of France (without giving effect to the choice of law principles thereof) with the same force and effect as if fully executed and to be fully performed therein. Licensee shall be entitled to commence legal proceedings against Licensor solely in the courts of competent jurisdiction located in Paris, France. Licensor shall be entitled, at its sole option, to commence legal proceedings in the Territory, and/or any portion thereof, and/or in France.

Article 26 : Confidentiality

Each party hereby covenants and agrees that, except as may be required by law or pursuant to subpoena or order of any judicial, legislative, executive, regulatory or administrative body or to enforce its rights under this Agreement, neither it nor any of its officers, directors, employees or agents shall, directly or indirectly, disclose to any third party or make any public statement or announcement regarding the terms of this Agreement including, but not limited to, the License Fees and all other financial terms, and all other terms and conditions of this Agreement, unless, with respect to public statements or announcements, (a) the substance and form of the announcement or statement is agreeable to both parties and (b) the parties agree that such announcement or statement shall be made. Throughout License Period and afterwards, Licensor may, in order to promote its business and the Program(s), make mention of the Agreement to third parties. For that purpose, Licensee shall keep, whenever possible, Licensor informed of broadcasting dates of the Program(s) within the Territory.