

Česká televize
Company ID number: 00027383

and

Company: C Major Entertainment GmbH.
VAT-No : DE 250832485

Programme Licence Agreement

number 1079681/2387

Subject matter of the agreement:

Price or value:

Date of execution:

Programme licence acquisition

€5,820.00

31. 10. 2016



LICENSE AGREEMENT

Date: September 12th, 2016

Between: C Major Entertainment GmbH, Kaiserdamm 31, D-14057 Berlin
VAT: DE 250832485
(hereinafter referred to as the "Licensor")

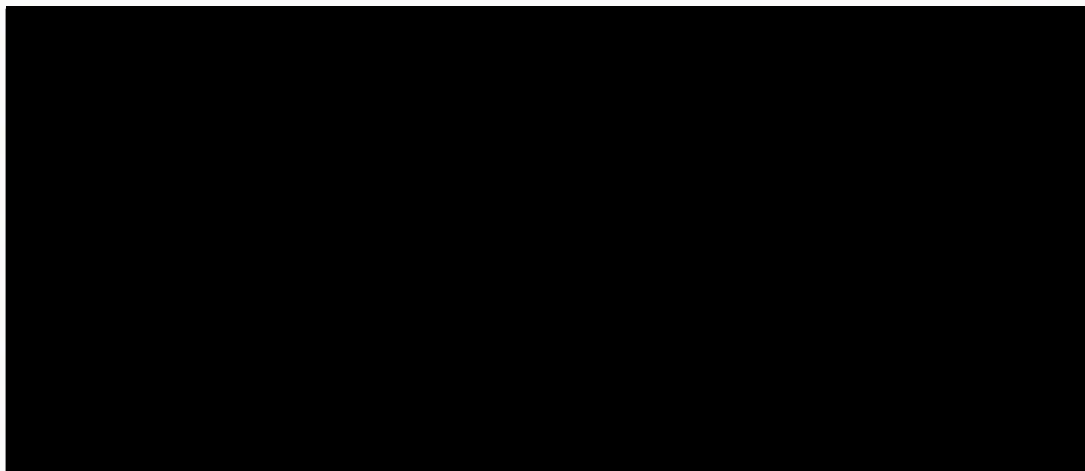
And Ceska Televize, Public Company established by the Czech Television
Act. No. 483/1991 Coll., with its registered seat at Kavci hory,
140 70 Praha 4, Czech Republic represented by [REDACTED] Head
of Program Acquisition
VAT N° CZ 00027383

(hereinafter referred to as the "Licensee")

the Licensee and the Licensor hereinafter collectively referred to as "the Parties" or individually as "the Party".

The Licensor hereby grants to the Licensee the following rights to the programme(s) described hereunder in accordance with and subject to Licensor's Standard Terms and Conditions, annexed hereto, and make a part hereof.

PROGRAMME(S):



LENGTH(S): above mentioned

LICENSED TERRITORY: Czech Republic

LICENSE PERIOD: as above mentioned
or expiring upon completion of the last permitted telecast (per title), whichever occurs earlier.

LICENSED RIGHTS: [REDACTED]

NUMBER OF EXHIBITIONS: [REDACTED]

LICENSE FEE: 5.700.- € gross including 5% withholding tax

Banking Contact: Commerzbank Alt-Tegel 1 und 3,
13507 Berlin
BIC: COBADEFFXXX; IBAN: DE10100400000177763000

TERMS OF PAYMENT: 100% upon signature, technical acceptance of complete material, against invoice and Certificate of Residence. Licensor warrants that it owns and controls all rights necessary to enable and grant to the Licensee the licence to broadcast the Programme stated in the Contract. 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 his e-mail address to the e-mail address of the Licensee: faktury@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 to be the beneficial owner of the license fee.

MATERIAL TO BE SUPPLIED: Apple Pro Res files via Signiant File transfer at 120.- €
Free of charge: music cue sheets, publicity material

Delivery date: within 10 days after signature of the License Agreement

**ALTERATION AND DUBBING
INTO THE FOLLOWING
LANGUAGE:**

Czech. Licensor may access the created versions [REDACTED]

SPECIAL CONDITIONS:

Based on the double taxation convention between Czech Republic and Federal Republic of

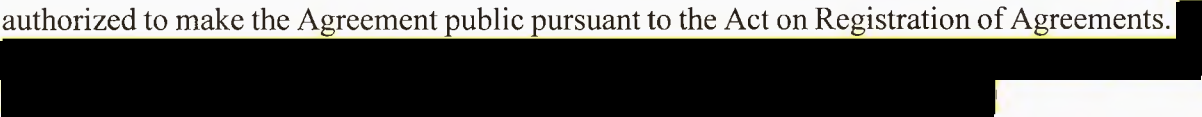
Germany, Licensee shall deduct 5% withholding tax from Licensee's gross fee and will transfer to the Czech tax authorities on behalf of Licensor. Licensee will provide the respective tax certificates to Licensor indicating the Licensee's payment to Czech Republic's tax authorities.

If Licensor wishes to exploit the Czech version, Licensor may have access to such version upon separate agreement.

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 potential publishing of this Agreement in the Czech Registry of Agreements.

This Agreement comes into force upon its signature by both contracting Parties. It has been executed in three counterparts, each valid as an original, of which the Licensee shall receive two counterparts and the Licensor shall receive one counterpart. The Licensor undertakes to send (i.e. to submit to the courier/mail service) signed Licensee's counterparts at the latest on the second business day after its signature.

Confidentiality: The Parties agree that the content of this Agreement, as well as any information that may have come to either Party's attention during the process of negotiation preceding the execution of this Agreement and/or its fulfillment, is considered to be confidential and neither contracting Party shall be authorized to disclose to any third party such information 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 came to the other Party's attention independently of the other contracting Party; (ii) that the Licensee provides to third parties 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 (with the exception of information marked by the Licensor as its trade secret); (iii) that a contracting Party provides or makes public based on a legal regulation or enforceable decision of a court and/or authorized administrative body; and (iv) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality. Since this Agreement is subject to an obligation to make the contents of this Agreement public based on the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the “**Act on Registration of Agreements**”), information in this Agreement highlighted in yellow shall be redacted (blackened out) pursuant to the Act on Registration of Agreements upon mutual agreement. Information not highlighted in yellow shall not be subject to the duty of confidentiality pursuant to this provision. Only the Licensee shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 80 days commencing upon its execution. Provided that the Licensee does not make the Agreement public within this time period, either Party shall be authorized to make the Agreement public pursuant to the Act on Registration of Agreements.



Please confirm your acceptance of the Terms and Conditions outlined above and annexed hereto by signing a copy of this Agreement in the space provided below and return it to our office. Please retain the other copy for your files.

SIGNED ON BEHALF OF LICENSOR

Date: [REDACTED]

[REDACTED]

C Major Entertainment GmbH

SIGNED ON BEHALF OF LICENSEE

Date: 31-10-2016

[REDACTED]

Česka Televize

**C Major Entertainment's TV STANDARD TERMS AND CONDITIONS
FOR LICENSING of PROGRAM(S)**

1. Definitions

In the Standard Terms and Conditions ("the Standards Terms") unless the context otherwise require shall have the following meanings:

- (a) "The Standard Terms" these Standard Terms and Conditions;
- (b) "The Agreement" the Agreement to which the Standard Terms are annexed including the incorporated deal terms;
- (c) "The Program" the Series, Serial or Serials, Episode or Episodes, Program or Programs, Film or Films described in the Agreement;
- (d) "The Territory" the Territory or Territories specified in the Agreement as its/their political boundaries exist on the date of this agreement, exclusive of non-contiguous colonies, possessions and similar non-contiguous areas;
- (e) "Repeat" a transmission within 24 hours or - in case the first transmission took place on a Friday - within 72 hours of a transmission over the same transmitters
- (f) "The Rights" all or such part or parts of the rights as referred to in the Agreement and defined below:
 - (i) Free TV Rights Definitions
Free TV means Terrestrial Free TV, Cable Free TV, and Satellite Free TV exploitation of a Program. Free TV does not include any form of Pay Per View.
Terrestrial Free TV means over-the-air broadcast by Hertzian waves of a Program for reception on television receivers on private living places without a charge to the viewer for the privilege of viewing the Program, provided that for this purpose government television receiver assessments or taxes (but not a charge for Pay Per View or Pay TV) will not be deemed a charge to the viewer.
Cable Free TV means the originating transmission by coaxial or fiber-optic cable of a Program for reception on television receivers in private living places without a charge to the viewer for the privilege of viewing the Program, provided that for this purpose neither government television receiver assessments or taxes nor the regular periodic service charges (but not a charge for Pay Per View or Pay TV) paid by a subscriber to a cable television system will be deemed a charge to the viewer.
Satellite Free TV means the up-link broadcast to a satellite and its down-link broadcast to terrestrial satellite reception dishes of a Program for viewing on television receivers in private living places located in the immediate vicinity of their reception dishes without a charge to the viewer for the privilege of viewing the Program, provided that for this purpose government satellite dish or television receiver assessments or taxes (but not a charge for Pay Per View or Pay TV) will not be deemed a charge to the viewer.
 - (ii) Pay TV Rights Definitions
Pay TV means Terrestrial Pay TV, Cable Pay TV and Satellite Pay TV exploitation of a Program. Pay TV does not include any form of Pay Per View.
Terrestrial Pay TV means over-the-air broadcast of a Program by means of an encoded Hertzian waves for reception on television receivers where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Program along with other programming; or (ii) to the operator of a hotel or similar temporary living places located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Program and other programming and retransmit it through the temporary living place for viewing in private rooms.
Cable Pay TV means originating transmission of a Program by means of an encoded signal over coaxial or fiber-optic cable for reception on television receivers where a charge is made; (i) to viewers in private living places for use of a decoding device to view a channel that transmits the Program along with other programming or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Program and other programming and retransmit it throughout the temporary living place for viewing in private rooms.
Satellite Pay TV means the uplink broadcast of an encoded signal to a satellite and its down-link broadcast to terrestrial satellite reception dishes of a Program for viewing in television receivers located in the immediate vicinity of their reception dishes where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Program along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Program and other programming and retransmit it throughout the temporary living place for viewing in private rooms;
- (g) "The License Period" shall be as specified in the Agreement starting with Licensor's first notice of delivery of the broadcasting materials.
- (h) "The License Fee" the total License Fee set out in the Agreement without any deduction of any withholding- or other taxes, distribution expenses, etc. there from; and
- (i) "The Terms of Payment" shall mean the terms of payment relating to the License Fee as detailed in the Agreement; and
- (j) "Number of Transmission/Runs" shall mean the number of transmissions permitted in respect of Program as specified in the Agreement; and
- (k) "The Material" the broadcasting and other material to be supplied by the Licensor in accordance with the terms of the Agreement; and
- (l) "The Licensed Language(s)" shall mean the language(s) in which the Licensee is allowed to broadcast the Program in the Territory.

- (m) "Dubbed Version" shall mean the language into which the Licensee shall be permitted to dub and/or subtitle the Program; and
- (n) "The Delivery Date" the date when the broadcasting Material shall be delivered to the Licensee, and
- (o) Licensor shall mean C Major Entertainment GmbH.

2. Commencement

The License granted by the Agreement shall not take effect before the date of actual receipt by the Licensor of the copy of the Agreement signed on behalf of the Licensee together with any payment which may be due upon signature.

3. License

- (a) Subject to the payment by the due date or dates of the License Fee, or any installments thereof set out under the Terms of Payment and to the due performance by the Licensee of all its obligations and conditions to be performed under the Agreement and the Standard Terms, the Licensor hereby grants to the Licensee and the Licensee hereby accepts a limited License under the copyright in the Program to transmit or otherwise exploit the Program by way of exercise only of the Rights specified in the Agreement and in the Licensed Language(s) indicated in the Agreement for the License Period and within the Territory for the agreed Number of Exhibitions. The Licensee shall not transmit or exploit or permit the transmission or exploitation of the Program otherwise than during the License Period and within the Territory in the Licensed Languages and only in the exercise of the Rights hereby granted and not in any other manner or medium or outside the License Period or the Territory; and
- (b) except as provided in Clause 15 failure to complete the maximum number of broadcasts on or before expiration date of the License Period shall not extend the License Period and the Licensee shall have no further rights in relation thereto unless the Licensee shall have first obtained the Licensor's approval in writing. In any event the Licensee shall not be entitled to a refund of any monies; and
- (c) to the extent that the License reaches the Number of Exhibitions, and License shall unless agreed in writing to the contrary forthwith terminate and any unpaid balance of the License Fee shall immediately become due and payable.

4. Limitation of Rights

- (a) The License granted to the Licensee is and shall be limited to the right to transmit or otherwise exploit the Program only in its entirety within the limits of the Rights hereby granted and in the Territory and during the License Period;
- (b) any and all Rights in the Program including the literary and/or musical materials contained in or upon which the Program is based and which shall not be included within the Rights are reserved to the Licensor. For the avoidance of doubt the Licensee shall be permitted to use extracts solely for advertising the exhibition of the Program;
- (c) any and all rights in the Program of any whatsoever kind now or hereafter known, not hereby expressly granted to the Licensee (including, if a Licensed Language is specified in the Agreement the right to exploit the Program in any manner and in all media in the Territory during the License Period spoken, dubbed or subtitled in any language other than that so specified) are reserved to the Licensor and may be exercised, marketed, exploited and disposed of by the Licensor or any third party concurrently with and throughout the License Period as the Licensor may in its sole discretion think fit; and
- (d) no exercise by the Licensor or any third party of the rights reserved to the Licensor hereunder shall be deemed to be a derogation from the Rights granted to the Licensee hereunder.

5. Licensor Warranties

- 5.1. The Licensor warrants that to the best of its knowledge:
 - (a) it has the full right, power and authority to enter and to perform this Agreement and has not entered into any agreement of any kind which may interfere with the performance of this Agreement;
 - (b) it owns and controls the sole and exclusive right to exploit the Program within the Territory for the full License Period of this Agreement and has the right to grant the License hereunder.

However Licensee hereby acknowledges that Licensor has not acquired any synch- or publisher's rights for any of the music contained in the Program(s) for the Licensed Territory. Licensee herewith further acknowledges and agrees that accordingly Licensee himself has to acquire and pay for such rights for any broadcast of the Program in the Licensed Territory if this is required according to the respective national (copyright-) law. With respect to the so called mechanical rights to musical compositions contained in the Program(s), the parties agree, that Licensee shall be responsible for clearing such and for paying any fees to any performing rights societies (such as GEMA, etc.).

- 5.2 Licensee acknowledges that reception of the Program within the Territory by reason of inadvertent overspill of a broadcast signal from another territory shall not constitute a breach of these Standard Terms or the Agreement.

6. Licensee's Warranties

The Licensee hereby warrants and undertakes that:

- (a) it will immediately upon knowledge or suspicion of any unauthorized exploitation of the Program in the Territory (including but not limited to piracy, plagiarism) inform Licensor thereof, and it will, in consultation with Licensor and/or at Licensor's request, take such measures and institute such legal action as may be necessary to prevent and/or pursue such unauthorized exploitation of the Program
- (b) the Licensee has the full right and power to enter into this Agreement;
- (c) the Licensee shall not distribute, market, exploit, exhibit or otherwise deal with the Program or permit any third party to do so otherwise than in exercise of the Rights during the License Period and within the Territory;
- (d) the Licensee will fully and faithfully observe and perform all of its obligations under the Agreement and the Standard Terms;
- (e) the Licensee shall pay or procure the payment of all fees which may be payable to the Copyright Collecting Societies/Performing Rights Society Limited or any of its affiliated Societies within the Territory in respect of all public performances of the Program in the Territory by or with the authority of the Licensee; and
- (f) if by the Agreement the number of transmissions of the Program which the Licensee may make during the License Period is limited then the Licensee shall inform the Licensor of the date of each transmission of the Program or any episode thereof no later than seven days after the date of such transmission.

7. Claims

- (a) The Licensor and the Licensee each agree to indemnify and hold the other harmless from any and all claims, actions, damages, losses, liabilities and expenses incurred by the other and arising out of any breach by the Licensor or the Licensee as the case may be of any of the warranties or other terms conditions and agreements contained in the Agreement and the Standard Terms.
- (b) The Licensor shall not be liable for any breach of any warranty in the Agreement or in the Standard Terms unless prompt written notice of a claim for breach of warranty is given by the Licensee to the Licensor stating fully the details of any such claim.
- (c) In the event that any third party shall make any claim against the Licensee and the Licensee shall claim indemnity from the Licensor hereunder, the Licensor shall be empowered to make any offer or counter-offer to settle any such claim or any litigation, process or demand made by the Licensee or any third party on such terms as the Licensor may in its absolute discretion think fit and, if necessary,

- without the agreement of the Licensee. The Licensee agrees to co-operate fully with the Licensor in the defense compromise or settlement of any such claim or any litigation process or demand and further agrees that in any event whatever the Licensor shall not be liable for any actual or alleged loss of profit or consequential damages incurred by the Licensee; and
- (d) the Licensor shall not be liable for any breach of any of its warranties or agreements hereunder in so far as such breach may arise out of a breach by such copyright owner or other third party of its agreements and warranties with the Licensor except to the extent (if at all) as the Licensor may be able to claim and enforce indemnity against such copyright owner or other third party.

8. Delivery

- (a) The Licensor agrees to use its reasonable efforts to deliver the Material set out in the Agreement by the Delivery Date. Delivery of the Material by the Licensor to the Licensee or to the Licensee's agent or to a carrier or to any shipping agent designated by the Licensee shall be deemed to be delivery hereunder and the Licensor shall not be liable for any default or action taken or default made in delivery by any other party. All costs of delivery to the Licensee and return to the Licensor shall be paid by the Licensee. In the event that no mode of delivery is expressly designated in writing in any individual instance by the Licensee, then delivery by air freight or post or by rail express shall be deemed to be the proper delivery by the Licensor to the Licensee hereunder. Except where specifically paid for by the Licensee, all Material shall remain the Property of the Licensor, the copyright owner or third party as the case may be subject only to the right of the Licensee to make use thereof in accordance with the terms of the Standards Terms and the Agreement. In the event that Material is unavailable for any specific telecast date, the Licensor shall notify the Licensee. The Licensor shall not be deemed to be in breach of the Standards Terms or Agreement as a result of the aforesaid unavailability but shall use its reasonable endeavour to supply Material in good time for transmission; and
- (b) the Licensee shall within 30 days of receipt of the Material deliver notification in writing in English to the Licensor if the Material or any part thereof is so defective on its physical state or condition so as to be incapable of television broadcast. Any failure by the Licensee to deliver such written notification as aforesaid shall be deemed to be acceptance by the Licensee of such material and to entitle the Licensor to payment in full of the License Fee.
- (c) If the Licensee notifies the Licensor of a defect the Licensor shall examine the master of the Program to determine whether the alleged defect is contained in the master or has occurred in preparing Materials. If the defect has occurred in preparing the Materials then following return of the Materials the Licensor shall at its own cost and risk use its reasonable efforts to supply the Licensee with replacement Materials in accordance with a new delivery date to be mutually agreed.
- (d) The Materials on loan shall be held at the Licensees risk and the Licensee undertakes to pay the Licensor the cost of replacing any Materials lost or damaged while held by it or any cost incurred by the Licensor as a result of any failure by the Licensee after the return of Materials to the Licensor or to forward them to a destination selected by the Licensor. The Licensee shall use all reasonable care in handling and storing such Materials including taking all reasonable precautions to prevent any unauthorized duplication or reproduction of the Materials.
- (e) If the Material is supplied to the Licensee "on loan", then notwithstanding the above the Licensee shall be entitled to retain such Material for a period not exceeding 4 (four) weeks from delivery of such material and upon this date shall return such material at Licensees cost to the Licensor or such other place as the Licensor may direct.

9. Exhibition

- (a) The Program shall be exhibited exactly as delivered to the Licensee, except that the Licensee may make minor cuts of no more than one minute in a Program of not more than thirty minutes duration and no more than two minutes in a Program of not more than sixty minutes duration solely to conform with advertising breaks, timing requirements, governmental, municipal, provincial, federal or censorship laws, provided however that the Licensee shall in no event cut or alter the main or end titles or any part thereof or the copyright notice or the credits. In the event that any cuts shall be made as herein provided the Licensee shall give the Licensor reasonable prior notice thereof and the Licensee shall at its own expense restore any such cuts before returning or dispatching the Material. The following cuts shall not be deemed minor hereunder according to "droit morale":
Any cuts that impair the continuity, integrity or quality of the Program or any cuts that are longer in the aggregate that 4% of the total running time of the Program or any cuts that are contrary to any further restrictions as may be set forth in the Agreement or these conditions. Any breach of the terms in this clause shall constitute a default entitling the Licensor at its election in addition to any rights available to the Licensor and without releasing or discharging the Licensee from any liability hereunder to terminate the Agreement in whole or in part, or in respect to any Program licensed hereunder. Further Licensee shall indemnify and hold Licensor harmless from any claims, loss, damage or expense (including reasonable legal fees) of or in connection with such cuts in or alternations to the Program. Whenever requested by the Licensor to do so, the Licensee will accept a change of title of any Program licensed hereunder, and will not thereafter exhibit any such Program except under the new title;
- (b) Subject to Licensee's compliance with any credit, advertising or other contractual requirements and the provisions of the Standard terms or the Agreement, Licensee has the right to use excerpts from the program of not more than 3 (three) minutes in length for advertising and promotion purposes of the Program; also included is the right to print publicity material for the Program as is normal practice in the industry and to use such printed material. There shall not be any merchandising or commercial-tie-up use of the Program - if not expressly granted in the Agreement nor shall any part of the Program be used to advertise, promote, publicize, endorse, or merchandise any other product or service without Licensor's prior written consent;
- (c) it is agreed between the Licensor and the Licensee that the Licensor makes no representations or warranties by the Licensee to broadcast the Program(s) or that the Program(s) complies with any censorship requirement which may be required or imposed by any governmental body in the Territory.

10. Dubbed Version

- (a) in the event of the Licensee exercising its right to dub the soundtrack or does subtitling of the Program the Licensee undertakes that it will:
(i) at its cost engage professional translators and actors for the purpose of carrying out both a true and accurate translation of the Program script or dub respectively and will secure the necessary consents from such persons to enable the dub to be used throughout all countries in which the Language is spoken and in all Media. Licensee shall indemnify and hold Licensor harmless from any claims, loss, damage, or expense (including reasonable legal fees) of or in connection with the dubbing or subtitling of the Program;
(ii) upon request by the Licensor deliver to the Licensor at the cost of the Licensee a copy of the dubbed soundtrack in a format as specified by the Licensor following a transmission of the Program for the purposes of reviewing the technical quality;
(iii) upon request by the Licensor the Licensee shall deliver at the cost of the Licensee the dub materials (including the foreign language version) prepared by the Licensee which the Licensor shall be entitled to use and exploit free of charge for its own purposes, including but not limited to TV and/or Video, Multimedia, Internet, licensing, etc. during or after the Term of this Agreement in connection with the Program.
- (b) Irrespective of the title to, the possession of and the copyright in the dubbed/subtitled Dubbed Version, Licensor reserves the exclusive right to register the Programme in all language versions with Collecting Societies (e.g. the "Gesellschaft zur Wahrnehmung von Film- und Fernsehrechten mbH - GWFF"). It further reserves the right to claim all monies paid out by such Societies with respect to the above

mentioned registrations, including but not limited to remunerations.

11. Payment

- (a) In consideration of the License duly granted, the Licensee hereby agrees to pay the Licensor the License Fee specified in the Agreement according to the Terms of Payment and any or all additional sums payable for technical costs for transmission or other material (where such are not supplied on loan), payment of such to be within 14 (fourteen) days of invoice; and/or other taxes arising out of or relating to the licensing to or the exhibition by the Licensee of the Program or any of them. Payment shall be due and payable at the time or times specified in the Agreement and shall be made to the Licensor at the address set out in this Agreement, in the currency stipulated in the Agreement. Except as provided in Clause 13 all payments required to be made under the terms of the Agreement shall be made within the time and manner aforesaid, regardless of whether or not the Licensee shall have exhibited the Program it being intended and agreed that the time within which the 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 the Licensee shall constitute a default hereunder.
- (b) If as a result of any governmental action monies due from Licensee cannot be received by the Licensor within Germany then and in that event any such monies shall be forthwith paid by the Licensee into a separate interest bearing Bank Account in any country of the Licensor's choice in the name of the Licensor and the Licensee shall forthwith advise the Licensor of the name and address of the Bank into which the monies have been deposited and shall provide the Licensor with full and sufficient authority to enable the Licensor to obtain payment and/or withdrawal of any such monies;
- (c) in the event that the Licensee shall not hold any monies for the account of the Licensor any amount due and owing to the Licensor by the Licensee under the Standard Terms or the Agreement shall forthwith be recoverable as a debt due to the Licensor from the Licensee; and
- (d) in accordance with the Terms of Payment to the extent applicable the Licensee shall provide Licensor as soon as practicable with all certified documentation issued to the Licensee by its local tax authorities and any other assistance required to enable the Licensor to claim a rebate or deduction or payment of any withholding tax paid.

12. Termination

- (a) The Licensor may at any time (without prejudice to any other rights which the Licensor may then have against the Licensee) by giving notice in writing to the Licensee terminate the Agreement forthwith in any of the following events: (i) if the Licensee shall commit or permit to be committed any material breach or breaches of any of the terms, conditions or warranties, contained in the Standard Terms or in the Agreement; (ii) if by reason of any act or default of the Licensee the Licensor is prevented from performing its obligations herein contained; (iii) if the Licensee or any Assignee as provided in Clause 16(a) shall be guilty of any conduct which in the opinion of the Licensor is prejudicial to the financial or pecuniary interests or the reputation or the goodwill of the Licensor; (iv) if the Licensee (being an individual) shall commit an act of bankruptcy and/or become bankrupt or have a receiving order made against him or shall enter into an arrangement or composition with or for the benefit of his creditors or shall suffer an execution to be levied against his goods or property or (being a Company) shall be wound up whether compulsorily or voluntarily (save for the purpose of reconstruction) or shall suffer an execution to be levied against its goods or property or shall have a Receiver appointed over its assets or any of them or if notice of any liquidation proceedings shall be served upon it; (v) if the Licensee shall cease or threaten to cease to carry on business either in whole or in relation to that part of its business concerned with the exploitation of the rights; and
- (b) upon the occurrence of any one more of the events set forth in sub-clause (a) of this clause any and all installments of License Fee or License Fees or other sums due under the Agreement or Standard Terms and remaining unpaid shall immediately become due and payable to the Licensor regardless of the due date thereof and (without prejudice to any other right or remedy which may be available to the Licensor at law or in equity) without in any way releasing the Licensee from any obligations under the Agreement or Standard Terms and the Licensor shall have the right either: (i) to terminate the rights of the Licensee under the Agreement or; (ii) to suspend the further delivery of the Program until such defaults have ceased and shall have been remedied.
- (c) The Licensee shall be entitled to terminate this Agreement by written notice to the Licensor if the Licensor shall have committed any substantial breach of contractual obligations and shall have failed to remedy the same within 30 (thirty) days of receiving a written notice specifying the breach and requiring its remedy. 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.

13. Disposal of Materials after Termination

- (a) Forthwith upon expiry of the License Period or completion of the Number of Exhibitions or any earlier termination of the Agreement howsoever occasioned the Licensee shall at the option of the Licensor either:
(i) return the Material and all other material then in the possession or control of the Licensee manufactured or duplicated from the Material to the Licensor or as it shall direct; or
(ii) erase or otherwise destroy all or any of the Material and forthwith upon such erasure or destruction deliver to the Licensor a written certificate of such erasure or destruction as the case may be;
- (b) if the Licensor shall elect that the Material and other material as aforesaid shall be returned to the Licensor or as it shall direct at the Licensee's cost;
- (c) all Material originally delivered by the Licensor to the Licensee shall be returned in the same condition (fair wear and tear expected; as it was when delivered to the Licensee).

14. Value of Materials

In the event of the loss or destruction of all or any part of the Material, the Licensee shall be liable to pay the Licensor for its value. The value of such Material shall be the replacement value thereof including the cost of recording onto blank stock of the Program.

15. Force Majeure

If the Licensor is prevented from making timely delivery of Transmission Material of the Program as herein provided 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 the Licensor as the case may be, such prevention shall not be deemed to be a breach of the Agreement and the Licensee may extend the term of the Agreement and the date of payment for a period co-extensive with the period or periods of non-broadcast, in order to broadcast the Program which was not broadcast at the scheduled time for any reason stated in this paragraph, which extended period shall commence to run immediately upon the expiration of the License Period provided however that (a) in no event shall the term of the Agreement be extended hereunder with respect to the Program beyond the term of the Licensor's rights of distribution in such Program and (b) in no event shall any Program be broadcast hereunder for more than the number of broadcasts set forth in the Agreement (including all broadcasts during such extended term).

16. Assignment

- (a) Neither this License to the Licensee, nor the Agreement, may be assigned by the Licensee either voluntarily or by operation of Law without the prior written consent of the Licensor being first obtained except that Licensee may assign this agreement to a wholly owned, subsidiary or associated company; in the event of such assignment the licensee shall remain responsible for the payment of license fees

due hereunder. Any assignment in contravention of the foregoing shall be deemed null and void *ab initio* and the Licensor shall be entitled to terminate this Agreement;

- (b) nothing herein contained shall be deemed or construed to limit or prevent the Licensor from assigning the Agreement or any interest therein to any person, firm or company or corporation and the Licensee agrees that transmission or other material delivered by or on behalf of any such assignee shall be accepted by the Licensee as performance by the Licensor or its assignee to that extent.

17. Program Withdrawal

The Licensor shall have the right at any time by giving notice in writing to the Licensee to withdraw the Program from the terms of the Agreement in the event that:

- (a) in the opinion of the Licensor the Program is unavailable or becomes unavailable for television broadcast transmission; or
(b) it shall be decided to remake or alter such Program.

In the event of any such withdrawal as provided in this paragraph the Licensee shall have the right to elect either to accept a substitute Program (if available) in place or instead of the Program so withdrawn or to reduce the License Fee payable to the Licensor hereunder by an amount equal to the per Program price. The Licensee agrees to use every reasonable effort to accept a substitute Program if available.

Unless the Licensee shall have elected by giving written notice to the contrary to the Licensor within 28 days following the dispatch of a notice from the Licensor of such withdrawal and substitution the Licensee shall be deemed to have elected to accept the substitution proposed by the Licensor.

18. Territory

The Licensee agrees that it shall telecast the Program (except as otherwise herein provided) solely over its own facilities and shall not relay the telecast of the Program to any other party. The Licensee agrees that it will not cause, authorize or permit the duplication, recording or transcription of the Program or the sound track thereof, or any part thereof, or the use of the Program for any purpose other than the purposes herein specified.

19. Alteration

It is understood and agreed that in the event of any provision of the Agreement or the Standard Terms of any riders or amendments thereto shall be found to be contrary to any applicable government, provincial, state, federal or municipal law or regulation of any government, province, state, federal or municipal administrative agency or body the same shall not affect the other provisions of the Agreement or these Standard Terms and any riders or amendments thereto, which shall notwithstanding continue in force.

20. Language

Unless otherwise stated the Material or other material to be supplied under the Agreement or the Standard Terms will be in the German or the original Language.

21. Variation

It is hereby acknowledged that the Agreement and the Standard Terms are the sole terms existing between the parties and any variation shall only be binding on the Licensor and the Licensee if reduced to writing and signed by or in behalf of both the Licensor and the Licensee.

22. Notification

Any notice required to be given hereunder shall be sufficiently given to either party if forwarded by post in a registered letter or certified post addressed to the Licensor at its principal trading place as indicated in this Agreement or its last known place of business or the Licensee by name at the then Registered Office of the Licensee (if a Limited Company) or his last known address (if an individual firm). If any letter is not returned through the Post Office undelivered, notice will be deemed to have been made at the time at which any registered letter would in the ordinary course of transmission have been delivered.

23. Partnership

Nothing in the Agreement shall be deemed to or shall in fact constitute a partnership between the Licensor and the Licensee in respect of the Program otherwise.

24. Clause Headings

The clause headings are inserted into this Agreement for ease of reference only and do not form part of this Agreement for the purpose of interpretation.

25. Confidentiality

The Licensee shall keep any information relating to the business affairs to the Licensor confidential and will not disclose any such information to any other person. The Licensee undertakes to procure that its employees and agents are aware of and are bound by the provisions of this clause.

26. German Law

Whatever the nationality, residence or domicile of the Licensee or the Licensor and wherever a disposal of the rights in the Program or any of them is made, the Law of Germany shall be the proper law of the Agreement and the Standard Terms and any proceedings arising thereunder shall be conducted to the Courts of Germany. Place of Jurisdiction is Hamburg.

August 20th, 2008