

**Česká televize**  
**Company ID number: 00027383**

and

**MEDIATOON DISTRIBUTION**  
**Company ID number: n°FR67421802158**

## **Television Licence Agreement**

number 1080994/2384

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

Programme licence acquisition  
11.700 EUR

27/12/16

## TELEVISION LICENSE AGREEMENT

THIS AGREEMENT IS EXECUTED UPON NOVEMBER 29<sup>TH</sup> 2016, BY AND BETWEEN:

**MEDIATOON DISTRIBUTION,**

having its registered office at 15/27, rue Moussorgski, 75018 Paris (France), VAT n°FR67 421 802 158 represented by its Managing Director, Mr [REDACTED]

hereinafter referred to as "MEDIATOON",

AND

**CESKA TELEVIZE,**

Czech Television Public Company established by the Czech Television Act No 483/1991 Coll.,

having its registered office at Kavci hory, Na Hřebenech II, 1132/4, 140 70 Praha 4, Czech Republic  
VAT No. CZ00027383

represented by its Head of Acquisitions, Mr [REDACTED]

hereinafter referred to as "LICENSEE",

hereinafter individually referred to as "the Party" or jointly referred to as "the Parties".

**THE PARTIES HEREBY AGREED THAT:**

**SPECIAL TERMS AND CONDITIONS**

**1. PROGRAMME(S) / TITLE(S):**

	Programmes	Format	Genre	Nationality
	[REDACTED]			

Titles of episodes listed in **Appendix II** if applicable.

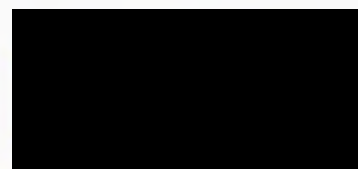
**2. RIGHTS GRANTED AND HOLDBACK:**

**2.1**

[REDACTED]

**2.2. Holdback:** No holdback is granted against Pay TV Rights.

All rights of whatsoever kind and nature now or hereafter known which are not specifically granted to LICENSEE under this article are hereby expressly reserved to MEDIATOON and may be exercised, marketed, exploited and disposed of by MEDIATOON and/or the relevant rights holder(s) concurrently with and throughout the Term freely and without limitation or restriction. The rights reserved to MEDIATOON comprise especially without limitation: video rights, merchandising rights, broadcasting rights within the framework of festivals and other similar events, all interactive rights (SVOD, AVOD, FVOD, TVOD...), etc.



### **3. TERM AND RUNS:**

This agreement shall be effective from its execution date until the end of the license period.

Programmes	Duration of License Period	Beginning of License Period	End of License Period	Number of Runs

Upon MEDIATOON's specific request, LICENSEE undertakes to notify MEDIATOON the date of the first and last run at least 30 (thirty) business days prior to their occurrence. MEDIATOON will recover its rights after the last run, or at the end of the License Period whichever the first.

### **4. TERRITORY:**

The territory covers the territories mentioned hereinafter or in **Appendix III** and shall be hereinafter referred to as "the Territory":

### **5. LANGUAGES:**

#### **5.1. Authorised Broadcast Language(s):**

#### **5.2. Language version(s) to be delivered:** Materials in LICENSEE's hands.

#### **5.3. Dubbing:** At LICENSEE's sole expense.

#### **5.4. Access to existing Dubbed versions:**

LICENSEE will negotiate with the rights holders the access to the already existing Czech language version. It is expressly specified that LICENSEE shall indemnify and hold MEDIATOON harmless from and against any claims, loss, damage or expense (including reasonable legal fees and expenses) arising out of or in connection with such dubbed versions of the Programme.

MEDIATOON shall provide LICENSEE with an access letter for the exploitation by LICENSEE of this Czech language version, the terms and conditions to be negotiated in a separate agreement between the LICENSEE and the holder of rights to such Czech language version.

### **6. MATERIALS:**

LICENSEE shall have access to the Broadcast and Support Material detailed in **Appendix IV** in accordance with the following terms and conditions:

#### **6.1 Delivery or access date:**

##### **6.1.1. Broadcast Material:**

Material already in LICENSEE's hands.

##### **6.1.2. Support Material:**

MEDIATOON agrees to supply LICENSEE with all available marketing and promotional material including trailers, music cue sheets, synopsis, highest available resolution graphics, scripts and any other materials (to be downloaded from MEDIATOON's website free of charge).

LICENSEE shall strictly adhere to the Promotional Material supplied by MEDIATOON and is not allowed to create any new material for the Programme(s) without prior written MEDIATOON's approval. MEDIATOON shall give its approval within 20 (twenty) business days following the receipt of these advertisements. Failing a reply within this period, such approval will be deemed withheld.

LICENSEE agrees not to provide any changes to the titles of the Programme(s) other than the ones provided

by MEDIATOON.

The Material provided by MEDIATOON shall be used exclusively for the purpose of promotion of the Program(s) by any media, being understood that the use of live images of the programme (max. 3 minutes) shall be restricted to the authorized channel(s) and Licensee's website only.

**6.2 Mode of access:** Material already in LICENSEE's hands.

**6.3 Delivery Address and Contact:**

Address: Ceska Televize – Kavci hory, Na Hřebenech II, 1132/4, 140 70 Praha 4 – Czech Republic

Courier Account: DHL 960 736 180

Contact: [REDACTED] - Tel: 00420 2 6113 7058 - Fax: 00420 2 6113 7317

Email: [REDACTED]

**6.4 Shipment costs** (including customs, taxes, charges and insurance), if any, to be borne by LICENSEE.

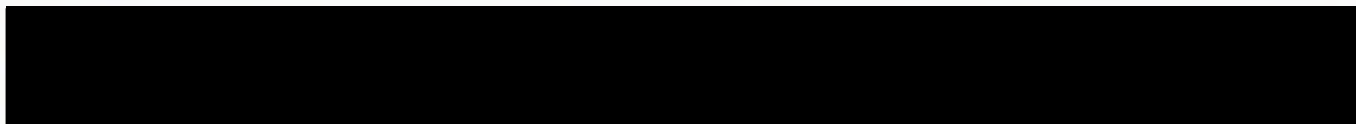
**6.5 Return costs** (including customs, taxes, charges and insurance), if any, to be borne by LICENSEE.

#### **7. LICENSE FEE - PAYMENT SCHEDULE:**

**7.1. License Fee:** A total amount of **11 700 € (eleven thousand seven hundred euros)** exclusive of any duties and taxes as detailed hereinafter:

	Programmes	Number of Eps	Fee per Eps in Euros	Total Fee
			<b>TOTAL</b>	<b>11 700€</b>

**7.2. Payment Schedule:**



Should it not be respected, MEDIATOON will consider this agreement having become terminated. Therefore LICENSEE will have no further rights on this series and MEDIATOON will recover all its rights

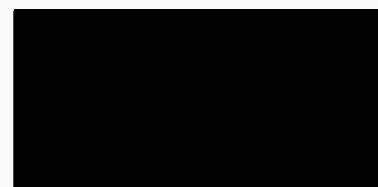
MEDIATOON acknowledges to be the beneficial owner of the license fee. Timely payment is conditioned upon receipt of the valid confirmation of French residency of Mediattoon issued by the appropriate Tax Authority of France unless such valid confirmation has already been provided to LICENSEE during the applicable year. It is hereby agreed that should MEDIATOON choose to deliver invoices by means of electronic mail, MEDIATOON shall be obliged to send PDF format invoices using his e-mail address to the e-mail address of LICENSEE: [faktury@ceskatelevize.cz](mailto:faktury@ceskatelevize.cz). The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of LICENSEE.

#### **8. SPECIAL PROVISION:**

**8.1 Advertising and Publicity:**

LICENSEE has the right to use photographs provided and pre-approved by MEDIATOON and max. 3 minutes of live image of the programme in order to advertise, publicize or promote broadcasting of the Program and/or Licensee's broadcasting by any media.

Such use will have to be done in respect with the moral right of the authors and pictures should mention the copyright.



- 8.2. 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.
- 8.3. 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 MEDIATOON shall receive one counterpart. MEDIATOON undertakes to send (i.e. to submit to the courier/mail service) signed LICENSEE'S as soon as possible, but at the latest 10 working days after its signature.
- 8.4. **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 or if the information was generally known to the public prior to the disclosure under this Agreement; (ii) 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 (iii) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality or (iv) if the rights owner(s) of a Programme request to receive a copy of this Agreement from MEDIATOON. 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.

Parties expressly acknowledge that they have agreed upon the General Terms and Conditions attached hereto and which make part hereof. In the event of conflict between the Special Terms and Conditions and the General terms and Conditions of this Agreement, the Special Terms and Conditions shall prevail.

List of Appendices:      Appendix I General Terms and Conditions  
                                 Appendix II List of episodes  
                                 Appendix III Territory  
                                 Appendix IV Material

In two original copies:

**MEDIATOON**

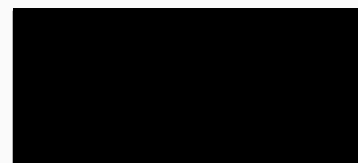
Name: Mr Jérôme ALBY  
Title: Managing Director  
Place: Paris  
Date: 21 dec 2016



**LICENSEE**

Name: Mr [Redacted]  
Title: Head of Acquisitions  
Place: Praha  
Date: 27-12-2016

27-12-2016





## APPENDIX I GENERAL TERMS AND CONDITIONS

### **ARTICLE 1 - OBJECT**

Subject to the full payment of the License Fee and performance by LICENSEE of all its obligations hereunder, MEDIATOON grants to LICENSEE the Rights as specified under article 2 of the Special Terms and Conditions regarding the Programme defined under article 1 of the Special Terms and Conditions for the Term and the number of runs set forth under article 3 of the Special Terms and Conditions and in the Territory and Authorised Broadcast Language(s) stated respectively under articles 4 and 5 of the Special Terms and Conditions.

### **ARTICLE 2 - DEFINITIONS**

**Agreement** as referred to hereinafter, shall consist of Special Terms and Conditions, General Terms and Conditions as well as any Appendix attached hereto.

**Catch-Up right** means the right for a broadcaster to offer a programme on its online service on a free basis, irrespectively of the medium used for such access (e.g. computer, television, mobile communication devices or other devices access), provided, that the access shall be geoblocked in the Territory, whereby the programme, which has already been broadcasted by such broadcaster, is made available for viewing on an on-demand and streaming non-downloadable basis, at a time chosen by the viewer entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider, within a short period of time [REDACTED] commencing on the first broadcast date of each run of the programme by the broadcaster, and with not more than 3 (three) episodes of the programme available at the same time on the service, the viewer being able to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of the programme, being understood that no storage or recording occurs at the destination as a consequence of such process, except for temporary caching or buffering.

**Free Cable Television** means the transmission by means of coaxial or fiber-optic cable of a programme for reception on a television receiver in private living places without a charge being made to the viewer for the viewing of this programme. 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 Television) paid by a subscriber to a cable television system will be deemed a charge to the viewer.

**Free Satellite Television** means the up-link transmission of a programme to a satellite and its down-link transmission to a terrestrial satellite reception dish for the purpose of viewing of the programme 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 viewing of this programme. For purposes of this definition, neither governmental television receiver assessments and/or taxes will be deemed a charge to the viewer.

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

**Interactive broadcasting right** means the right to exploit a programme in whole or in part through any form of interactive broadcasting consisting in the transmission at a distance of this programme upon request of the consumer via any communication network now known or unknown (wired network, cables, powerline communication, fiber-optic, hertzian and satellite networks, General Packet Radio Service (GPRS), Universal Mobile Telecommunication System (UMTS), etc.) by using any broadcasting mean (streaming, downloading, etc.) with a view to the viewing upon any reception material (computer, TV screen, set top box, Personal Digital Assistant (PDA), etc.) upon a timetable planned by the broadcaster (Pay per View, NVOD, etc.) or at any moment chosen by the consumer completely bringing modalities of the viewing under control (VOD, etc.).

**Near Video On Demand** means the transmission of a programme (i.e. by any method of transmission now known or hereafter devised including without limitation broadcast, satellite, cable, telephone, wire and fiber-optic) to television devices and similar devices now known or hereafter devised in private living places through a system where a charge is made to the consumer for the right to use a decoding device whereby a consumer can select this programme from a library of motion pictures and/or television programmes and whereby the provider will transmit, at times to be determined by the provider, the programme by any method now known or hereafter devised to the consumer to said living places. These services work upon the same principle as the services of Pay Per View, the choice of the consumer being nevertheless increased since a same programme will be broadcast upon several channels at different time (for instance every quarter).

**Pay Cable Television** means transmission or retransmission of a programme by means of an encoded signal over coaxial or fiber-optic cable for reception on a television receiver in private or temporary living places by means of a decoding device where a charge is made (i) to the viewer in private living places for the right to use the decoding device for viewing any special channel that transmits this programme; or (ii) to the operator of a hotel or motel (or similar temporary living place), apartment complex, cooperative, 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 does not include any form of Interactive Broadcasting Rights.

**Pay Per View** means the broadcast of a programme 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 this programme at a time designated by the broadcaster for each viewing. These services offer to the consumer the possibility of choosing a programme in a list of programmes with a view to its viewing at a time planned by the broadcaster (each programme proposed being broadcast continuously upon the channel).

**Pay Satellite Television** means the up-link transmission of a programme 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 this programme on a television receiver in private or temporary living places 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 places for the right to use the decoding device for viewing any special channel that transmits this programme ; 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. Satellite Pay Television does not include any form of Interactive Broadcasting Rights.

**Pay Terrestrial Television** means standard over-the-air broadcast of a programme by means of encoded Hertzian waves for reception on a television receiver in private or temporary living places by means of a decoding device where a charge is made (i) to the viewer in private living places for the right to use the decoding device for viewing any special channel that transmits this programme; 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 does not include any form of Interactive Broadcasting Rights.

**Video On Demand** means the transmission of a programme by means of an encoded signal for reception on television receivers in private living places through a system where a charge is made to the viewer for the right to use a decoding device to view the programme at a time selected by the consumer for each viewing. These services allow the consumer to chose a programme with a view to its viewing at any time he chooses (immediate viewing by streaming or subsequent viewing after downloading of the programme on a set-top box), the consumer completely controlling the "reading modalities" of the programme.

### **ARTICLE 3 - LICENSE PERIOD**

The license period is set forth under article 3 of the Special Terms and Conditions.

It is nevertheless expressly specified that if the last authorised runs occurs prior to the end of the license period this licensed period shall terminate automatically on the date of the last run and all rights hereby granted to LICENSEE shall automatically revert to MEDIATOON.

It is expressly specified that failure of LICENSEE to complete the maximum number of runs mentioned under article 3 of the Special Conditions and Terms before the end of the license period will not extend this licensed period.

### **ARTICLE 4 - TERRITORY**

**4.1.** The Territory shall mean the country or countries listed in article 4 of the Special Terms and Conditions as its or their political and territorial boundaries exist on the date of this Agreement, exclusive of non-contiguous colonies, and possessions.

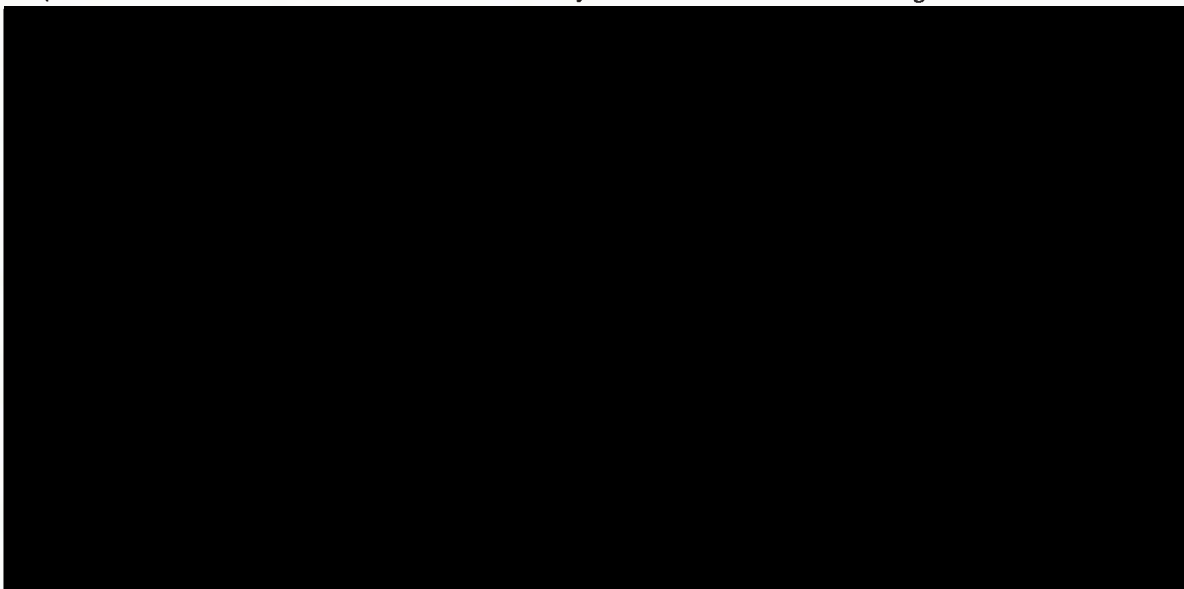
**4.2.** LICENSEE expressly acknowledges that it is not authorised or has not been licensed the right to broadcast the Programme or allow any third party to do so outside the Territory.

LICENSEE agrees not to facilitate the reception of the Programme outside the Territory, nevertheless, it is expressly acknowledged and agreed by the parties that where the Programme is transmitted by satellite for reception in the Territory, such transmissions may be received outside the Territory due to the inherent incapability of satellites to beam down signals confined to territorial boundaries ("Overspill"). MEDIATOON expressly acknowledges and agrees that the occurrence of Overspill shall not constitute a breach of this Agreement.

**4.3.** LICENSEE acknowledges and agrees that any broadcast of the Programme by any holder of satellite exploitation rights for the exploitation of the Programme outside the Territory (respectively, the "Foreign Rights Holder" and the "Foreign Territory"), which is intended for reception in the Foreign Territory but which is also capable of reception in the Territory (such reception in the Territory referred to as "Foreign Overspill") shall not be a breach or infringement of the exclusive Rights, if any, granted to LICENSEE hereunder, provided that MEDIATOON has contractually imposed upon the Foreign Rights Holder restrictions equivalent to those set out in article 4.2 above. For the avoidance of doubt, if MEDIATOON has imposed upon the Foreign Rights Holder restrictions equivalent to those set out in article 4.2 above, MEDIATOON shall not be liable to LICENSEE for any loss, damage, or claims arising from any Foreign Overspill.

#### **ARTICLE 5 - PAYMENT OF LICENCE FEE**

**5.1.** Unless otherwise notified to LICENSEE, payments of the Licence Fee determined under article 7 of Special Terms and Conditions shall be made by wire transfer to the following accounts:



**5.2.** LICENSEE agrees that any amount payable to MEDIATOON pursuant to this Agreement shall be expressed and paid as net amounts free and clear of any tax, levy or charge of whatsoever kind or nature however denominated. However, as an express exception to the foregoing and subject to articles 5.3 and 5.4 below, LICENSEE shall be entitled to deduct withholding tax on any amounts due and payable to MEDIATOON, if such tax is required by the law of the Territory.

**5.3.** In the event that LICENSEE is required to deduct withholding tax as specified above, LICENSEE shall forthwith notify MEDIATOON thereof and provide MEDIATOON with the original certificate of receipt from the relevant government authority. If LICENSEE fails to supply the original certificate, such sums so deducted shall be paid by LICENSEE to MEDIATOON upon MEDIATOON's first request.

**5.4.** The withholding tax deducted by LICENSEE shall be made in accordance with the relevant tax convention with France. LICENSEE shall take all necessary steps at its sole expense to assist MEDIATOON in recovering the maximum amount of such withholding tax in accordance with the provisions of such double taxation treaty or with any applicable laws or regulations.

**5.5.** Any sums payable to MEDIATOON under this Agreement, which are not paid when due shall bear interest from the due date until the date of actual payment at a rate per annum of 5% (five per cent) over the National



Bank of France base rate in force from time to time. The foregoing interest payment shall be in addition to any other rights MEDIATOON may have hereunder.

**5.6.** It is expressly specified that the Licence Fee shall be paid in full to MEDIATOON at the time set forth in the Special Terms and Conditions or as otherwise provided herein, whether or not the Programme shall have actually been broadcast.

Failure to commence the broadcasting on the start date of the licensed period will not extend the dates of payment of License Fee. License Fee shall be payable in full, regardless of whether the Programme is actually broadcast for all of the runs licensed hereunder, without offset, deduction, counterclaim or other credits which LICENSEE may have or claim to have against MEDIATOON.

**5.7.** In the event that LICENSEE shall be prohibited or restricted from making payment of any moneys at the time when same are due and payable to MEDIATOON hereunder, by reason of the laws or currency regulations within, LICENSEE shall upon MEDIATOON's request, deposit such blocked funds to the credits of MEDIATOON in a bank or banks or other depository in the Territory designated in writing by MEDIATOON or pay them promptly to such persons or entities as MEDIATOON may designate in writing.

## **ARTICLE 6 - MATERIAL**

MEDIATOON will deliver to LICENSEE and/or give LICENSEE access to the Broadcast Material and the Additional Material set forth under article 6 of Special Terms and Conditions and more particularly described in Appendix IV. The Broadcast Material and the Additional Material will be hereinafter jointly referred to as the "Material". Unless otherwise stated under Special Terms and Conditions, costs and risks of the Material delivery shall be entirely borne by LICENSEE (including, but not limited to packaging, transport, insurance, customs, etc.).

It is expressly acknowledged and agreed that the Programme and, unless otherwise specified, the Material shall remain, under all circumstances, the exclusive and entire property of MEDIATOON or of the third party(ies) from whom MEDIATOON obtains the Rights hereby granted, and the ownership in and to any created material by, for or at the instance of LICENSEE, and all rights (including copyrights) therein, shall vest in MEDIATOON upon the creation thereof.

LICENSEE shall only be entitled to use the Material in accordance with the terms and conditions thereof for the purpose of exercise the Rights herein granted. In this respect, LICENSEE represents and warrants that no exploitation other than the exploitations hereby granted shall be achieved with the Material.

If the Material is delivered to LICENSEE on loan, LICENSEE undertakes to use the same care in handling and storing the Material as it would do for its own property. At the end of the loan period mentioned under article 6.1 of the Special Terms and Conditions or upon earlier termination of this Agreement, LICENSEE undertakes to return at its own expenses the whole Material belonging to MEDIATOON and remaining in LICENSEE's possession. If LICENSEE fails to return this Material, or if LICENSEE returns damaged Material, LICENSEE shall forthwith pay MEDIATOON the laboratory costs of replacing such Material.

If the Material is bought by LICENSEE, LICENSEE shall cease to use this material upon expiration or earlier termination of this Agreement and undertakes to destroy or erase the Material upon MEDIATOON's request.

### **6.1. Broadcast Material**

Upon receipt of the Broadcast Material of the Programme or upon receipt of letter of access to the laboratory in which the Broadcast Material of the Programme is stored, LICENSEE shall promptly examine this Broadcast Material to determine whether it is physically suitable for the exercise of the Rights hereby granted.

If the Broadcast Material is unsuitable LICENSEE shall give immediate notice thereof to MEDIATOON specifying the particular defect and MEDIATOON shall provide LICENSEE with substitute Broadcast Material.

Unless MEDIATOON receives a notification in writing within 30 (thirty) business days following LICENSEE's receipt of the Broadcast Material or receipt of the letter of access to laboratory in which the Broadcast Material is stored, then MEDIATOON will be deemed to have complied with its obligations in this respect and the Broadcast Material will be deemed to be accepted.

In the same way, if MEDIATOON provides LICENSEE with substitute Broadcast Material, 30 (thirty) business days following LICENSEE's receipt of this substitute material or the receipt of the letter of access to the laboratory in which this substitute Broadcast Material is stored, then MEDIATOON will be deemed to have complied with its obligations in this respect and the substitute Broadcast Material will be deemed to be accepted.

## **6.2. Additional Material**

### **6.2.1. Additional Material delivered by MEDIATOON**

MEDIATOON shall supply LICENSEE with advertising, promotional and any other material relating to the Programme as LICENSEE may request to the extent that MEDIATOON has such material readily and legally available. At the expiration of this Agreement or earlier termination, LICENSEE shall return at its own costs such material.

### **6.2.2. Additional material created by LICENSEE**

Subject to MEDIATOON's prior written approval, LICENSEE shall have the right, at its sole expense, to make or cause to be made Additional Material with respect to the broadcasting of the Programme such as advertising or promotional material, trailer, etc. provided that such Additional Material shall adhere in all respects to the billing and credit obligations required by MEDIATOON.

MEDIATOON shall give its approval within 30 (thirty) business days following the receipt of the Additional Material submitted to its approval. Failing a reply within this period, such approval will be deemed withheld.

LICENSEE undertakes not to begin the reproduction of any Additional Material it has created and/or the broadcasting of this Additional Material created before having received MEDIATOON's prior written approval regarding the Additional Material submitted.

MEDIATOON shall have free access to the Additional Material created by LICENSEE. LICENSEE hereby undertakes to assign free of charge to MEDIATOON the full copyright in the Additional Material LICENSEE may make or create or cause to be made or created. MEDIATOON shall be entitled to exploit this Additional Material and to allow any third party to do so.

It is expressly specified that financial conditions stated under article 8 of Special Terms and Conditions have been fixed by taking into account MEDIATOON's access to this Additional Material and the transfer to MEDIATOON of any rights regarding to this Additional Material including especially intellectual property rights.

LICENSEE shall provide MEDIATOON with all documents required for the exploitation by MEDIATOON of the Additional Material created by LICENSEE, including especially all agreements regarding this material.

## **ARTICLE 7 - AUTHORIZED LANGUAGE VERSIONS**

**7.1.** LICENSEE shall be entitled to make or cause to be made a subtitled and/or dubbed version of the Programme in the Authorised Language(s), at LICENSEE's sole costs and expenses. LICENSEE shall seek and abide by all MEDIATOON's reasonable instructions in connection with the cost and preparation of the said dubbed and/or subtitled version of the Programme. If required by MEDIATOON, LICENSEE shall submit the voices casting to MEDIATOON for prior approval.

LICENSEE shall not translate or adapt the title of the Programme in the Authorised Language(s) without MEDIATOON's prior written approval.

LICENSEE shall ask MEDIATOON whether characters of the Programme are known under any name in the Authorised Language(s) and undertakes to abide by these names, if any.

LICENSEE shall indemnify and hold MEDIATOON harmless from and against any claims, loss, damage or expense (including reasonable legal fees and expenses) arising out of or in connection with the dubbing and/or subtitling of the Programme.

**7.2.** Unless otherwise stated under Special Terms and Conditions, LICENSEE hereby undertakes to assign to MEDIATOON the full copyright in any subtitled or subtitling material (including main end title credits) and any dubbed or dubbing material which LICENSEE may make or create or cause to be made [REDACTED]

[REDACTED] MEDIATOON shall be entitled to exploit this material and to allow any third party to do so. The rights assigned to MEDIATOON shall include all worldwide exploitation rights and notably TV and videographic exploitation rights for a minimum period of 30 (thirty) years. LICENSEE agrees to execute any document reasonably required by MEDIATOON to confirm such assignment.

Unless otherwise stated under Special Terms and Conditions, financial conditions under article 7 of Special Terms and Conditions have been fixed by taking into account MEDIATOON's access to this material and the transfer to MEDIATOON of any rights regarding this material including especially intellectual property rights.

LICENSEE agrees to provide MEDIATOON, within a reasonable period of time after the completion of this version and before any exploitation, with the following elements:

- a digital beta or digital files master of the version(s) LICENSEE may create or cause to be made or created under this article (any subtitled version (including main end title credits) and/or dubbed version),
- a copy of the final scripts of the Programme in the Authorised Language(s).

7.3. LICENSEE shall only use and in its entirety the music, which has been used in the original version of the Programme for the making of the Authorised Language dubbed and/or subtitled version(s). In this respect, LICENSEE warrants and represents that the music and/or effects tracks delivered by MEDIATOON hereunder shall not be altered for the making of the Authorised Language dubbed and/or subtitled version(s).

#### **ARTICLE 8 - EDITING**

The Programme shall be broadcast as delivered by MEDIATOON, in its entirety (including credits) and in its original continuity, without any changes, interpolations, alterations, cuts, or editing.

In this respect, LICENSEE represents and warrants it has previously viewed the Programme and it knows the Programme well.

It is expressly specified that MEDIATOON does not represent or warrant that any particular censorship permission will be obtained.

In the event of change(s) required by authorised censorship authorities, LICENSEE undertakes to inform MEDIATOON about the change(s) required, in order that MEDIATOON can submit this(ese) change(s) to the prior approval about such change(s) of the relevant rights holders of the Programme (producer, authors, ...).

#### **ARTICLE 9 - ADVERTISING AND CREDITS**

LICENSEE shall be entitled during the Term to broadcast extracts of the Programme, not exceeding in total 10% (ten per cent) of the whole duration of the Programme (or the duration of each episode of the Programme if applicable), solely for the purpose of promoting the broadcast of the Programme by LICENSEE and/or LICENSEE's broadcasting.

LICENSEE shall also have the right to promote the Programme, under the same conditions, as specified above, via LICENSEE's own website.

If requested by MEDIATOON, advertisements relating to the Programme shall be approved by MEDIATOON prior to any broadcasting and/or reproduction of these advertisements. MEDIATOON shall give its approval within 15 (fifteen) business days following the receipt of these advertisements. Failing a reply within this period, such approval will be deemed withheld.

In the event of non-approval by MEDIATOON, LICENSEE shall submit to MEDIATOON's approval any required modification of this material before being used.

LICENSEE shall strictly adhere to the credit schedules supplied by MEDIATOON in the main and/or end titles of the Programme and in all advertising and publicity with respect thereto.

If MEDIATOON does not provide such a credit schedule, then LICENSEE must demand this credit schedule from MEDIATOON in writing before preparing any advertising or publicity for the Programme.

#### **ARTICLE 10 - OBLIGATIONS OF LICENSEE**

10.1. For each form of exploitation Rights granted to LICENSEE under article 2 of Special Terms and Conditions, LICENSEE shall notify MEDIATOON at least 30 (thirty) business days in advance of the date of the expected first broadcast.

LICENSEE shall then inform MEDIATOON of the date of each run when requested by MEDIATOON.

10.2. LICENSEE shall provide MEDIATOON with broadcast dates, rating results and markets shares and any other information concerning the broadcast of the Programme that MEDIATOON could require.

10.3. LICENSEE undertakes not to use the Programme or any of its element as an endorsement of any product, service, person, firm, corporation, etc..

10.4. LICENSEE shall take all reasonable steps necessary to protect the Programme and all material delivered or manufactured hereunder.

Furthermore, and as soon as LICENSEE shall become aware of the existence of any imitation or attempt to imitate or copy the Programme, it shall immediately inform MEDIATOON. It shall also advise and help in any



way possible MEDIATOON, in the event of any court action undertaken by MEDIATOON and will take all possible measures necessary to protect said rights.

MEDIATOON shall be the sole and only judge of any such action to be undertaken and under no circumstances whatsoever may LICENSEE take this initiative without the prior written approval of MEDIATOON.

If LICENSEE shall become the object of contestation or legal action from a third party concerning LICENSEE's activities relating to present Agreement, it shall duly and immediately inform MEDIATOON, and shall provide copies of all documentation concerning said contestation or legal action. If MEDIATOON so wishes, MEDIATOON shall intervene in any dispute of any nature between LICENSEE and third party.

#### **ARTICLE 11 - OWNERSHIP**

The goodwill pertaining to the Programme, the characters and names of the characters and the name of MEDIATOON, alone or in a combination of other words, and the tradename or trademark or other identification of MEDIATOON shall belong exclusively to MEDIATOON or to the third party(ies) from whom MEDIATOON obtains the Rights hereby granted.

#### **ARTICLE 12 - COPYRIGHT SOCIETIES AND PERFORMING RIGHTS SOCIETIES**

**12.1.** All sums collected by any authors' rights society, performing rights society or governmental agency which are payable to authors, producers or distributors and which arise from royalties, compulsory licenses, cable retransmission income, tax rebates, exhibition surcharges or the like will be the sole property of MEDIATOON and/or the respective right holder.

If any of them are paid to LICENSEE, then LICENSEE will immediately remit them to MEDIATOON with an appropriate statement identifying the payment.

**12.2.** Only in case LICENSEE shall make or cause to be made a dubbed and/or subtitled version of the authorized language, LICENSEE shall be responsible for making any necessary payments and/or relevant statements for the exploitation of the Programme in the Territory to any and all local author's rights societies, such as SACD, SACEM or SDRM, or to foreign authors rights societies, which represent them.

Regarding the music contained in the Programme, LICENSEE shall file or register (as appropriate) a copy of the cue sheet for the Programme with the appropriate performing and/or mechanical rights societies in the Territory.

**12.3.** It is expressly specified that the cable broadcasting rights deriving from the uncut and simultaneous repeat of the Programme broadcast through terrestrial channel are collectively managed by AGICOA-ANGOA or any local similar organisation. All receipts deriving from this collective management shall remain MEDIATOON and /or the respective right holder's property, it being specified that Licensee is not entitled to send any notification in this respect.

#### **ARTICLE 13 - REPRESENTATIONS AND WARRANTIES**

**13.1.** LICENSEE hereby warrants and represents that it is a corporation validly existing and in good standing under the laws of its registered office and that it has the full right, power, legal capacity and authority to enter into this Agreement and to carry out the terms and conditions hereof, that there are no existing or threatened claims or litigation which would adversely affect or impair LICENSEE's ability to perform under this Agreement.

**13.2.** LICENSEE covenants and warrants that the Programme will not be telecast or exhibited except by the licensed media, by the licensed channel in the Authorised Broadcast Language(s) and that it shall not be telecast or exhibited beyond the expiration date of the Term specified in the Agreement or in excess of the maximum number of Run(s) of the Programme.

**13.3.** LICENSEE hereby agrees to defend, indemnify and hold harmless MEDIATOON and its assignees from and against any claims, losses, damages, costs, charges, outside legal fees (and expenses), recoveries, actions, judgements, penalties, expenses and other loss whatsoever which may be obtained against, imposed upon or suffered by MEDIATOON and/or its assignees, by reason of the breach by LICENSEE of any warranty, covenant or representation herein including in respect of the exploitation, broadcasting and advertising of the Programme by LICENSEE.

**13.4.** LICENSEE represents and warrants that it shall obtain public music performance licenses as required by the relevant performing rights society for the broadcasting of the Programme. LICENSEE agrees to hold



MEDIATOON harmless and indemnifies MEDIATOON from any loss, damage cost and expense which MEDIATOON may suffer or incur by reason of breach by LICENSEE of the obligation described in the articles **12.1** and **12.2** of the General Terms and Conditions (obligations to pay authors' rights societies and performing rights societies).

**13.5.** MEDIATOON represents and warrants that it owns any and all of the rights necessary to grant the License and to perform all of its obligations under the present Agreement. MEDIATOON further warrants and represents that all necessary rights have been cleared and that 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 the present agreement.

Consequently MEDIATOON shall assume all liabilities arising from and hold LICENSEE harmless against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages, expenses ... arising out of the undertakings, representations, and warranties made by MEDIATOON in the present agreement or in connection with the licensed rights.

#### **ARTICLE 14 - CONFIDENTIALITY**

MEDIATOON and LICENSEE acknowledge that all the terms of this Agreement, all documents and information whatsoever related to the business of MEDIATOON or LICENSEE, or any of their affiliates is of a valuable and confidential nature ("Confidential Information") and that disclosure of the other Party's Confidential Information in any manner would materially harm MEDIATOON or LICENSEE. Accordingly, during the Term and for a period of 5 (five) years thereafter, neither MEDIATOON nor LICENSEE shall directly or indirectly disclose or discuss with any third parties any of the other Party's Confidential Information and MEDIATOON and LICENSEE agree not to use the other Party's Confidential Information, except for the purpose of the transactions contemplated by this Agreement.

#### **ARTICLE 15 - TERMINATION**

##### **15.1. Non compliance with the obligations**

Should either party fail to comply with any of the obligations herein defined, and 15 (fifteen) days after the receipt by the defaulting party of a formal notice by registered letter with acknowledgement of receipt, such compliance should remained ineffective, the other party would have the option of terminating this Agreement by registered letter with acknowledgement of receipt without any legal formality being required therefore and this, without prejudice to any possible action for damages.

##### **15.2. Force majeure or act of God**

In the event that due to an act of God or force majeure, should either party be unable to fulfil its obligations hereunder, this party's obligations shall be suspended for the whole duration of occurrence of such event, and the other party shall not be entitled to claim damages or to cancel this Agreement.

Should however the length of such event exceed 6 (six) months, each party would be entitled to terminate this Agreement by registered letter with acknowledgement of receipt, and this without any indemnity being due on either side.

##### **15.3. Effects of termination**

Upon termination of this Agreement for any reason, all rights hereby granted to LICENSEE shall revert to MEDIATOON absolutely. Upon termination of this Agreement due to LICENSEE'S breach of any of its obligations herein defined, all licence fees then due or to become due to MEDIATOON hereunder shall become immediately due and payable. Upon termination of this Agreement due to MEDIATOON's breach of any of its obligations herein defined, all license fees already paid to MEDIATOON shall be returned to LICENSEE.

#### **ARTICLE 16 - ASSIGNMENT**

**16.1.** MEDIATOON may freely assign this Agreement or all and any portion of MEDIATOON's rights or obligations hereunder to any third party provided that such assignment shall not relieve MEDIATOON of any of its obligation hereunder, and provided that MEDIATOON informs LICENSEE about this assignment.

**16.2.** The License herein granted to LICENSEE may not, without the prior written approval of MEDIATOON,

be assigned, sold or otherwise disposed of by LICENSEE. Any attempted or purported assignment or other disposition by LICENSEE in violation of this provision shall be null and void ab initio.

#### **ARTICLE 17 - GOVERNING LAW AND JURISDICTION**

**17.1.** This Agreement shall be governed by and construed in accordance with the laws of France.

**17.2.** Any claim or litigation between the parties, whether arising with regard to the validity, performance or interpretation of this Agreement or otherwise, shall be submitted to the exclusive jurisdiction of the Courts of Paris.

#### **ARTICLE 18 - MISCELLANEOUS PROVISIONS**

**18.1.** This Agreement, including its appendices, is complete and constitutes the entire agreement and understanding between the parties regarding the subject matter hereof.

All prior understandings, whether oral or written, in respect to said subject matter are superseded by the provisions of this Agreement including its Appendices.

No purported modification or amendment to this Agreement shall be effective unless made in writing and signed by a duly authorised officer of each of the parties hereto.

**18.2.** It is understood that if any provision of this Agreement is found to be contrary to any applicable law or regulation of the Territory or part hereof, the same shall not affect the other provisions of this Agreement, which shall continue in full force and effect.

**18.3 -** Nothing in the Agreement shall be construed to create or evidence a joint venture, partnership or agency relationship between the parties hereto. Neither party shall hold itself out contrary to the terms of this article and neither party shall become liable because of any representation, act or omission of the other. This Agreement is not for the benefit of any third party and shall not be deemed to create or evidence any right or remedy of any such third party, whether referred to herein or not.

**18.4.** No waiver by either party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of (i) any other breach of the same provision and (ii) any breach of any other provision of this Agreement, and no waiver shall be effective unless made in writing and then only to the extent specifically set forth. The exercise of any rights granted to either party hereunder shall not operate as a waiver of any default or breach on the party of the other party hereto. Each and all of the several rights and remedies of the parties hereunder shall be construed as cumulative and no one of them exclusive of the others or of any right or priority allowed by law.

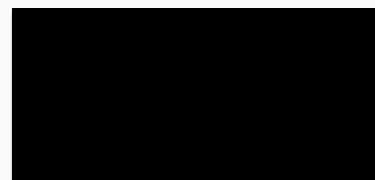
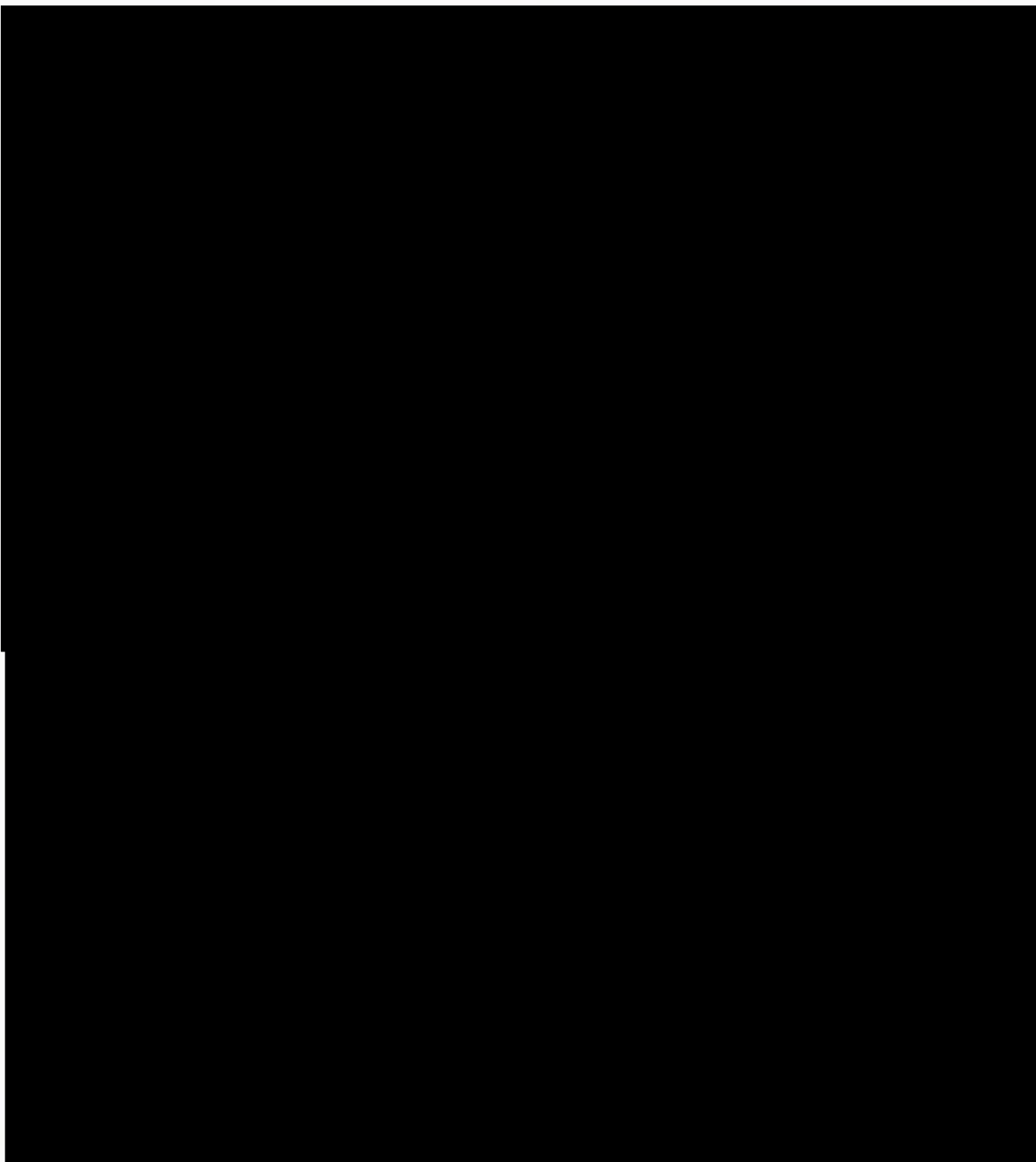
**18.5.** The headings to the articles of this Agreement are for convenience only and shall not be considered for any purpose in interpreting or construing this Agreement.

**18.6.** All notices, statements or other documents which either party shall be required or shall desire to give to the other party shall be in writing and shall be delivered by personal delivery, courier or by fax.

Until further notice in writing, the addresses of the parties shall be as set forth at the head of this Agreement.

## APPENDIX II

### LIST OF EPISODES



**APPENDIX III**  
**TERRITORY**





**APPENDIX IV**  
**MATERIAL**

**Broadcast Material to be delivered;**

Already in Licensee's hands

**Support Material**

MEDIATOON agrees to supply LICENSEE with all marketing and promotional material including trailers, music cue sheets, synopsis, highest available resolution graphics, scripts and any other materials (to be downloaded from MEDIATOON's website free of charge).

LICENSEE shall strictly adhere to the Promotional Material supplied by MEDIATOON and is not allowed to create any new material for the Programme(s) without prior written MEDIATOON's approval. MEDIATOON shall give its approval within 20 (twenty) business days following the receipt of these advertisements. Failing a reply within this period, such approval will be deemed withheld.

LICENSEE agrees not to provide any changes to the titles of the Programme(s) other than the ones provided by MEDIATOON.

The Material provided by MEDIATOON shall be used exclusively for the purpose of promotion of the Program(s) by any media, being understood that the use of live images of the programme (max. 3 minutes) shall be restricted to the authorized channel(s) and Licensee's website only.