

Česká televize
Company ID number: 00027383

and

Company: FILM AND TV HOUSE LTD.
Company ID number: EU TAX ID No. GB835536612

Programme Licence Agreement

number 18832

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

Programme licence acquisition
174.740 EUR
4/12/2016

TELEVISION LICENSE AGREEMENT

Subject to the payment by the Licensee of the License fee specified herein and the performance by the Licensee of the other terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a limited license to telecast the programs specifically set forth below in the telecast area and for the number of broadcast specified. It is further agreed that there is no provision, implied or intended, to permit the telecast exhibition or transmission of the Program(s) by means of pay or toll television or any other system or device which calls for a fee or other consideration of any nature or kind to be paid by the subscriber or viewer.

DEAL TERMS

Territory: Czech Republic

Stations: CESKA TELEVIZE

Film Titles: See attached list page n°4

License Period: See attached list page n° 4

Run(s): [REDACTED]

Rights Licensed: [REDACTED]

Language: [REDACTED]

Total License Fee, Method of payment:

TOTAL NET 170,000.00 EUROS (One Hundred and Seventy Thousand Euros)

Payable: [REDACTED]

The Licensor acknowledges to be the beneficial owner of the license fee.

Timely payment is conditioned upon receipt of the valid confirmation of UK residency of the Licensor issued by the appropriate Tax Authority of UK unless such valid confirmation has already been provided to the Licensee during the applicable year. 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.

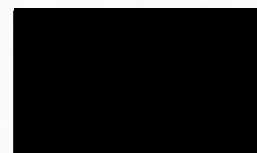
Additional Information:

Material: Original version, HD Files PAL 16:9 or SD materials* (see attachment page n°5 for the HD Files specifications) to be delivered on loan or at Licensee's costs as specified in the attached list page n°4.

For the title [REDACTED], Licensor will provide to Licensee the Czech dubbed version (made in 2016 by VSI for AMC Networks Central Europe s.r.o. ,company registration number: 271 12 501) of the 6 episodes of the series free of charge. Licensor hereby declares that all rights of authors, performing artists and/or persons involved in the making of the Czech version are settled.

*SD material shall mean SD TAPE -DIGITAL PAL - or SD FILE (mxf-imx) depending on Licensor's availability of material.

Total material costs: 4,740.00 Euros payable before delivery of the material.



DEAL TERMS

Script, Publicity Material, Music Cue Sheets to be supplied by Licensor free of charge

Delivery Date: after signature of the contract and payment by Licensee of the first instalment due on signature

Licensee shall have the right to advertise, publicize and promote the broadcast of the programme(s) on the Licensed Service by any means or media including internet and shall be authorised to use for promotion excerpts of the programme(s) up to 3 minutes duration.

This Television Licence Agreement consists of the following: Deal Terms page n°1 to n°3, Attached list page n°4, HD Files Specifications page n°5 and Additional Paragraphs pages n°6 to 11

Delivery Print: Ceska Televize, Kavci Hory, 140 70 Praha 4, Czech Republic

Return Print: Address to be advised

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 four counterparts, each valid as an original, of which the Licensee shall receive two counterparts and the Licensor shall receive two counterparts. The Licensor undertakes to send (i.e. to submit to the courier/mail service) signed Licensee's counterparts within seven days 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.

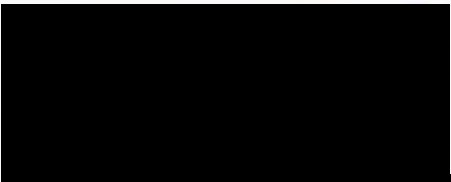
Only the Licensee shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 80 days commencing upon its execution. Provided that the Licensee does not make the Agreement public within this time period, either Party shall be authorized to make the Agreement public pursuant to the Act on Registration of Agreements.



This Agreement is intended by the parties hereto to be the final, complete, and exclusive expression of the agreement between them with respect to the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to such subject matter.

Licensee:

CESKA TELEVIZE,
Public Company established
by the Czech Television Act No 483/1991 Coll.,
VAT No. CZ00027383,
Whose registered address is Kavci hory,
140 70 Praha 4, Czech Republic



Date of signature:

Represented by: Mr. Petr Dvorak
General Director

Licensor:

FILM AND TV HOUSE LTD.
Whose trading office is situated
25 Archer Street
10/11 Archer Street
London W1D 7AZ - United Kingdom
EU TAX ID No. GB835536612

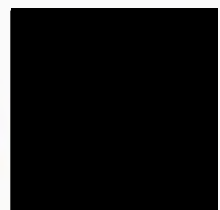


Date of signature:

Represented by: Gavin James
Director



Grove, Newton Road
London W1D 7AZ, United Kingdom
Registration No. 4818735



ATTACHED LIST

	Title	Duration	Year of Production	Licence Period		Licence Fee	Material Costs
				Start Date	End Date	EUR	EUR
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
TOTAL						170 000,00	4 740,00



HD FILES SPECIFICATIONS

Czech TV Technical Specifications						
		SD	HD	SD	HD	NOTE
1	File Container	MXF	MXF	QT	QT	
2	Video Codec	IMX D-10	XDCam HD 422	ProRes 422	ProRes 422	
3	Video Bitrate	50 Mb/s	50 Mb/s	41Mb/s and higher	122Mb/s and higher	
4	CBR/VBR	CBR	CBR	VBR	VBR	
5	Frame Rate	25	25	25	25	
6	Aspect Ratio	4:3, 16:9	16:9	4:3, 16:9	16:9	
7	Resolution	720x576	1920x1080	720x576	1920x1080	
8	Color Sampling	4:2:2	4:2:2	4:2:2	4:2:2	
9	Interlaced / Progressive	Same as Source	Same as Source	Same as Source	Same as Source	
11	Audio Codec	PCM	PCM	PCM	PCM	
12	Audio Channels	4 (2 x stereo)	4 (2 x stereo)	4 (2 x stereo)	4 (2 x stereo)	If MONO 1=2, 3=4
13	Sample Frequency	48 kHz	48 kHz	48 kHz	48 kHz	
14	Audio Bit Depth	24	24	24	24	
15	Audio Channels 1,2	Original MIX	Original Mix	Original MIX	Original Mix	
16	Audio Channels 3,4	M&E	M&E	M&E	M&E	
17	Color Bars / Test Tone	NO	NO	NO	NO	
18	Time Code Start	10:00:00:00	10:00:00:00	10:00:00:00	10:00:00:00	



ADDITIONAL PARAGRAPHS

1. INTRODUCTION AND INTERPRETATION

a) These Standard Terms and Conditions are incorporated into the Licence Agreement which shall constitute the Agreement between the Parties. In the event of a conflict between these Standard Terms and Conditions and the provisions of the Licence Agreement specified in the "Specific Terms", the provisions of the Licence Agreement shall prevail and these Standard Terms and Conditions shall be deemed to have been amended accordingly.

b) Definitions:

Free TV Rights Definitions:

Free TV means Terrestrial Free TV, Cable Free TV, and Satellite Free TV exploitation of a Motion Picture but does not include any form of PayPerView, Pay TV, Internet or ClosedNet form of exploitation of a Motion Picture.

Terrestrial Free TV means over-the-air broadcast by Hertzian waves of a Motion Picture Copy for television reception in private living places without a charge to the viewer for the privilege of viewing the Motion Picture, provided that for this purpose government television assessments or taxes (but not a charge for PayPerView 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 Motion Picture Copy for television reception in private living places without a charge to the viewer for the privilege of viewing the embodied Motion Picture, provided that for this purpose neither government television assessments or taxes nor the regular periodic service charges (but not a charge for PayPerView 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 uplink broadcast to a satellite and its downlink broadcast to terrestrial satellite reception dishes of a Motion Picture Copy for television viewing in private living places located in the immediate vicinity of a viewer's reception dish without a charge to the viewer for the privilege of viewing the embodied Motion Picture, provided that for this purpose government satellite dish or television assessments or taxes (but not a charge for PayPerView or Pay TV) will not be deemed a charge to the viewer.

"Catch-Up": the right to make the Programme/s available for viewing in the Territory on an on-demand programme service for a defined number of days following the transmission of such Programme on the Channel/s

Granting and restriction of rights :

- (i) In consideration of the payment to be made and the terms and conditions mutually agreed upon herein, Licensor grants to Licensee the right and licence to exploit the Program(s) in the Territory by means of the Licensed Rights, in the Language(s) or Manner of Exhibition, during the Licence Period and in accordance with the terms and conditions contained in the Agreement as specified in the Deal Terms , and as may be amended from time to time.
- (ii) Each Program(s) licensed hereunder shall be telecast only from the originating transmitter and antenna of the station specified in the Deal Terms and shall include the title, copyright notice, credits and billings thereof. Licensee shall not authorise any telecast hereunder to be amplified, retransmitted or relayed on the same or on any other frequency by any translator or booster station, community antenna or any other device or method not authorised herein.
- (iii) Licensee agrees to pay for the number of telecasts authorised hereunder in the manner specified in the Deal Terms, whether or not such telecasts actually occur, except as otherwise specifically provided hereunder. If all licensed telecasts are completed prior to the completion of the payments referred to hereunder, Licensee agrees to pay Licensor the remaining monies payable by not later than the first day of the month following the last telecast.
- (iv) Exclusivity: Unless otherwise provide herein, The Licensor shall not license or authorise the transmission of the Program(s) during the Licence Period by means of the Exclusive Licensed rights, in the Territory and in the same Language as licensed herein to Licensee. The Licensor hereby warrants with respect to the Program(s) that it shall not within the Territory during the Licence Period for whatever purpose except as specified in the Deal Terms exploit, license, or authorize such Program(s) to be broadcast, delivered, exhibited, or transmitted



- (v) Non-Exclusivity: The Licensor shall be free to license or authorise the transmission of the Program(s) to third parties in the Territory in any and all media and by any and all means know known or hereafter devised.
- (vi) Licence Period for each title shall expire either at the end of the Licence period or after transmission of the last run granted, whichever occurs first.
- (vii) Subject to the terms of this Agreement and Licensor's Requirements Licensor also grants to Licensee the non-exclusive license to use the following Allied Rights in the Program(s) within the Territory during the Term:
- To advertise, publicize and promote exploitation of the Licensed Rights in the Program(s) in all media in the Territory, and in so doing to use the title of the Program(s), the advertising and promotional materials supplied by Licensor or created by Licensee under this Agreement, and the name, voice and likeness of any Person rendering materials or services on the Program(s) but not as an endorsement for any Program(s) or service other than the Program(s);
 - To include before the beginning or after the end of the Program(s) the credit or logo of Licensee;
 - To change the title of the Program(s) after first obtaining Notice of Licensor's approval;
 - To dub, subtitle, or parallel track the Program(s) in accordance with the Authorized Language Uses in the Specific terms but only in the Authorized Language(s);
 - To edit the Program(s) to meet exhibition requirements after first obtaining Notice of Licensor's approval;
 - To allow insertion of commercial announcements before the start or after the end of the Program(s) and during the continuity of the Program(s) as commercially reasonable;
 - To use the name, logo, banner and other identified trademarks of Licensor solely in connection with exploitation the Program(s); and
 - To use clips from the Program(s) for allowed advertising, marketing and promotion either as supplied by the Licensor, or as otherwise approved by Licensor, to the extent that they are no more than three (3) minutes individually or five (5) minutes total.

Licensor's Requirements: Licensor's Requirements mean the following requirements and conditions for exploiting any Allied Rights: credit obligations including for use on-screen and on packaging; dubbing, subtitling, and parallel tracking requirements; editing restrictions; paid advertising, publicity and promotional requirements; provisions for use of any name, voice or likeness; limitations on use of commercial announcements; requirements for use of any trademark or logo; obligations for use of meta-data, DRM, RMI, and digital identifiers, including ISAN.

Compliance with Licensor's Requirements: Licensor will give Licensee timely Notice of Licensor's Requirements promptly to the extent reasonably available for each Requirement. Licensee will abide by all of Licensor's Requirements after receipt of such Notice in exercising any applicable Allied Rights. Upon Licensor's reasonable request, Licensee will promptly submit to Licensor any materials created or used by Licensee in exploiting any Allied Rights so that Licensor can determine whether Licensor's Requirements are satisfied.

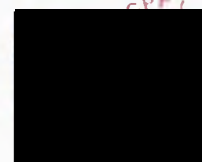
Limitations: In exercising any Allied Rights, Licensee may not: (i) alter or delete any credit, logo, copyright notice, trademark notice or RMI on the Program(s); (ii) include any advertisements or other materials before, during or after the Program(s) other than the credit or logo of Licensee, an approved anti-piracy warning, or commercials as authorized in this Agreement; or (iii) alter, substitute, dub or delete any music or lyrics without prior Notice of Licensor's approval.

2. MATERIALS:

- a) Licensor shall arrange for delivery to Licensee, at Licensee's cost, such prints and other material described in the Agreement.
- b) Delivery Receipt Period:
Licensor agrees to follow the instructions of Licensee regarding delivery of Material.

Delivery by Licensor and receipt of the Materials by Licensee ("Receipt of Materials") shall be deemed to have taken place:

- On the same day of personal delivery (hand-delivery) against the signature of the recipient party representing the Licensee,
- On the day/date the courier company will confirm its delivery thereof by submitting the relevant dispatch document, if sent by a courier company.



c) Technical Acceptance Confirmation Period:

Immediately upon receipt, Licensee shall examine each print and notify Producer if any such print is defective for television broadcast purposes on the basis of technical standards. Upon receipt of any such notice, Producer shall furnish substitute print to Licensee within thirty (30) days. Failure by Licensee to give Producer such notice within thirty (30) days after receipt of any print shall be deemed to be irrevocable acknowledgement that the print is satisfactory in all respects.

d) Defective Material(s) / Replacement:

Licensee shall submit a written notice to Licensor within one (1) month from the Receipt of Materials of any defective material whereupon Licensor will replace it (them) with (an) acceptable one(s), suitable for broadcasting purposes. This replacement will take place at Licensor's own cost within thirty (30) days following receipt of such notice by Licensor ("Material Replacement Period").

In case that Licensor is not be able to supply Licensee with the required replacement material within the "Material Replacement Period", then:

- Licensor shall either have the said Program(s) replaced by a similar caliber one further to Licensee's approval, or;
- Licensee shall have the right to refuse the replaced Program(s)

e) For the material supplied on loan Licensee agrees to return, prepaid, the prints, tapes, reels and containers in the same form and condition as delivered by Licensor, ordinary wear and tear from proper use excepted, to Licensor at the address designated by it.

f) Shipping charges, insurance, customs duties, brokerage charges and any other handling charges in connection with the delivery and return of each print that have been approved by the Licensee in advance, shall be borne by Licensee. If any print is damaged between the time receipt by Licensee and return by Licensee due to fault on Licensee's side or if Licensee fails to timely return any print, Licensee shall pay Licensor such proven damage or loss caused by such damage or delay. Such payment shall not transfer title to Licensee or anyone else.

g) Dubbing/Subtitling:

Licensee shall have access to any available existing Authorized Local Language physical materials. In the event such Local Language Versions are available, but not directly in possession of Licensor, Licensor shall give Licensee all necessary authorization such that Licensee may access such versions from any third parties in possession of those versions. In this case Licensee must negotiate directly the pricing of Local Language Versions with the holder of those versions.

Licensee may at its own expense and in accordance with the terms of the Agreement make a dubbed and/or subtitled version of the Program into the "licensed language". In this event and only for Video On Demand sales, Licensee shall provide Licensor with immediate, unrestricted and free access to such Version(s) made pursuant to this agreement, including, without limitation, all subtitled and/or dubbed tracks, in perpetuity, the only cost of such access to Licensor being the cost of duplication of the tapes or tracks and the shipping of same to the Licensor. In the case of any other sales, Licensee shall provide Licensor with immediate, unrestricted access to such Version(s) including, without limitation, all subtitled and/or dubbed tracks, in perpetuity, the cost of such access to Licensor being [REDACTED], the cost of duplication of the tapes or tracks and the shipping of same to the Licensor

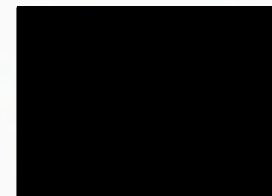
3. MUSIC RIGHTS:

If the performing rights in the music contained in said films are controlled by BMI, ASCAP or SESAC or any other performing rights society having jurisdiction, Licensor will advise Licensee of the title, composer and publisher and Licensee will procure and pay for a licence perform such music.

4. LICENSEE WARRANTIES:

The Licensee hereby represents and warrants that:

- a. it has the right, power and authority to enter into and fully perform this Agreement;



- b. it will strictly observe and comply with all of its acceptances, agreements, obligations, representations, undertakings and warranties contained in this Agreement;
- c. it shall not assert or represent to any person that it has any right, title or interest in the Licensed Content or any part thereof other than the rights specifically granted under this Agreement;
- d. it will not add any material to the Licensed Content or edit the Licensed Content in such a way that it is obscene or defamatory of any person or organisation or which will or might expose Licensor to any proceedings whatsoever of a civil nature from third parties or to criminal proceedings;
- e. will not act in such a way or in any manner which is likely to bring Licensor into disrepute nor will it knowingly do anything which will in any way harm, misuse or bring into disrepute any Licensed Content or the rights and interests of the Licensor;
- f. it shall not make available, transmit or authorise others to make available or transmit all or part of the Licensed Content outside the Territory or the Licence Period(s), or by any means or in any media other than over the Platform to the Device by way of the Rights granted;
- g. it will not assign, transfer or sub-license the rights granted under this Agreement;
- h. the Licensee Service and any content thereon other than the Licensed Content will not infringe the Intellectual Property Rights or any other rights of any third party;
- i. it will comply with all applicable laws, regulations, codes and best practice guidelines, along with any instruction or requirement or any competent body having jurisdiction over shall ensure that the Licensed Content complies with the laws and regulations of the Territory.

5. LICENSOR WARRANTIES:

Licensor declares that it has the full authority and power to grant Licensee those rights Licensee requires for utilisation pursuant to this agreement and warrants that:

- a) It is the legal owner of all the rights granted to Licensee hereunder
- b) No part of and no element of the program and methods of use provided under this Agreement do not infringe someone else's legal rights and interests, and without prejudice to anyone's honour and dignity.
- c) Licensee's use of the program in accordance with the terms of this Agreement will not violate or infringe in any way any legal rights or interests of any third party;
- d) All necessary permits from all authorized bodies and organizations to use the Program under this Agreement received in good order;
- e) In the case of a presentation to the Licensee claims and claims by third parties in connection with Licensee's use of the Program, Licensee will be released by the Licensor from any payments to third parties in connection with the use of the program in accordance with this Agreement, the Licensor and Licensee guarantees payment of all expenses incurred and resolution all matters relating to the settlement of these claims and lawsuits on their own and at their own expense;
- f) In the case of a presentation to the Licensee of any third party claims, demands, claims for breach by Licensor of its guarantees or covenants contained in this Agreement, Licensor shall take all such claims, demands, actions on themselves and let their own and at his own expense.

6. DEFAULT AND TERMINATION

a) Licensee's Default

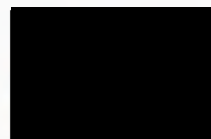
a)

Licensee shall be in default if Licensee:

- breaches any material term, covenant or condition of this Agreement as well as warranties given hereunder,
- fails to pay its debts when due hereunder, or is adjudicated insolvent to make its debts due hereunder,
- is adjudicated bankrupt, or seeks relief under any bankruptcy law or similar law for the protection of debtors, or makes any assignment of any of the rights granted hereunder for the benefit of creditors, or a receiver or trustee appointed for substantially all of its assets, and such is not removed within thirty (30) days,

b) Notice to Licensee

Licensor shall give Licensee written notice of any claimed default, then Licensee shall have thirty (30) days ("Cure Period") after its receipt of Licensor's Notice of Default to Licensee to cure such default. If Licensee fails to cure within the Cure Period, then Licensor may terminate this Agreement as to any Program(s) licensed up to the date of default Licensor may then proceed against Licensee for legal and equitable relief without prejudice to any other rights or remedies.



c) Licensor's Default

Licensor shall be in default if:

- Licensor breaches any material term, covenant or condition of this Agreement as well as warranties given hereunder.
- fails to pay its debts when due hereunder, or is adjudicated insolvent to make its debts due hereunder,
- is adjudicated bankrupt, or seeks relief under any bankruptcy law or similar law for the protection of debtors, or makes any assignment of any of the rights granted hereunder for the benefit of creditors, or a receiver or trustee appointed for substantially all of its assets, and such is not removed within thirty (30) days,
- Licensor terminates any of the Granted Rights to Licensee without any legal grounds.

d) Notice to Licensor

Licensee shall give Licensor written notice of any claimed default, then Licensor shall have thirty (30) days ("Cure Period") after its receipt of Licensee's Notice of Default to Licensor to cure such default. If Licensor fails to cure within the Cure Period, then Licensee may terminate this Agreement as to any Program(s) licensed up to the date of default. Licensee may then proceed against Licensor for legal and equitable relief without prejudice to any other rights or remedies.

e) Upon Termination

Upon the occurrence of any default, Licensor may, in addition to any other rights it may have, at its option, declare this Agreement terminated and the balance of the total net licence fees and any other amounts payable hereunder to Licensor or immediately due and payable. Licensor may, during the existence of an unremedied breach of this agreement, suspend delivery or exploitation by Licensee or both of all Programmes hereunder

*All rights of transmitted Licensed Program(s) will automatically revert to Licensor.

*All materials of the transmitted Licensed Program(s) delivered by Licensor received on loan will automatically be returned to the Licensor.

7. GENERAL:

- a) Any changes, amendments and modifications of this agreement shall have legal effect only if made in writing and signed by both parties.
- b) The application of this said agreement or any possible amendment or interpretation thereof shall be governed by the law of State of California, USA.
- c) The Place of performance and venue for both parties shall be the Legal Seat of Licensor.
- d) Licence Period for each title shall expire either at the end of the Licence period or after transmission of the last run granted, whichever occurs first.
- e) (i) The Licensee shall pay on Licensor's behalf the withholding tax levied on the licence fee to be remitted to Licensor and shall provide to Licensor after such payment all certified documentation issued to the Licensee by its local tax office.
(ii) Any conditions contrary to item (i) shall never be accepted by the Licensee.

8. NO-CROSSING CLAUSE

The rights licensed under this Agreement shall be treated separate and apart from any other rights to pictures or television programmes licensed or to be licensed by Licensor to Licensee. Payments applicable to this Agreement shall therefore be treated as separate and apart from payments due to Licensor by Licensee under any other agreements between Licensor and Licensee and the payments due under this Agreement shall therefore not be cross-collateralized or set off against any payments due to Licensor under any other agreements, nor shall claims made by Licensee in relation to any other agreements it may have with Licensor, be set off or cross-collateralized with any payments due to Licensor under this Agreement.

9. ASSIGNMENT CLAUSE

Licensor may freely assign, transfer or sub-license any of its rights, obligations and liabilities under this Agreement at any time. If such assignment, transfer or sub-license is to a company which acquires all or substantially all of Licensor's assets, or to the original rights holder (the company from which Licensor acquired the rights), Licensor shall be relieved of all of its obligations, liabilities and indemnities arising from or under this Agreement, whether such obligations, liabilities and

indemnities arose before, during or after the assignment, transfer or sub-license. Licensee shall be deemed to have accepted the assignment, transfer or sub-license, and the assignment, transfer or sub-license shall be deemed effective, upon receipt of a written notice sent by Licensor in accordance with the terms of this Agreement, and Licensee shall not thereafter seek to set aside or invalidate the assignment, transfer or sub-license.

10. REFUND CLAUSE

The Parties understand and agree that should Distributor be entitled to make any claim or receive payment of a refund of any monies paid under this Agreement, Distributor's right to such claim or Distributor's right to receive such a refund are contingent upon Licensor's making such claim to or receiving such a refund from the company from which Licensor acquired the rights. Licensor is required to take all reasonable steps in a timely manner to recover such claims or refunds from the company from which it acquired the rights, including but not limited to instituting legal action for such recovery. Licensor represents that it possesses identical rights to recover refunds and claims from the original rights holder, as Licensee has to recover from Licensor. In the event that Licensor does not recover such claims or refunds within 30 business days of receiving notice from Licensee that it is entitled to such relief and by that same date Licensor has not instituted legal action to recover such claims, Licensee has the right but not the obligation to be assigned all claims to such recovery which are possessed by Licensor and Licensee shall be free to directly pursue such recovery.

11. WITHHOLDING:

In the event that the Licensee is required by law of any part of the Territory, to deduct any sums from those due and payable to the Licensor hereunder (e.g., Withholding Tax), prior to any deductions, the Licensee shall forthwith notify Licensor thereof in writing, and shall provide to the Licensor the original certificate of receipt from the relevant government authority, and all sums so paid shall be treated for all purposes as payments made solely by and on behalf of the Licensor. If a double taxation treaty exists between the country of which the Licensee is a resident of, and the country of which the Licensor is a resident of, then the withholding tax deducted by the Licensee shall be in accordance with the double taxation treaty. Without prejudice to the foregoing, the Licensee shall in no event be entitled to claim any refund, or seek reimbursement from the Licensor of any portion of the amounts already paid hereunder.

12. COUNTERPARTS/EXECUTION:

This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same agreement, and each of which shall constitute an original copy of this Agreement. In addition, this Agreement may be executed via facsimile and such facsimile copy shall constitute an original copy of this Agreement.

13. PAYMENT REQUIREMENTS

Timely payment of all amounts due Licensor is of the essence of this Agreement and an express condition on Licensee's right to continue to exploit any Licensed Rights. Licensee will make payments of the instalments of the License Fee indicated in the Agreement as follows:

14. XXXX Telegraphic Transfer:

If Telegraphic Transfer is checked, Distributor will make the indicated payments by telegraphic or other wire transfer of unencumbered and unconditional funds, free of any transmission charges, to the following account:

USD Account:
KBC Bank N.V. London branch
111 Old Broad Street
London EC2N 1BR
United Kingdom
IBAN: GB44 KRED165487 33072841
BIC (SWIFT): KREDGB2X
Sort code: 165487

