

Reference Number: 12944

Date of the Agreement: 30 January 2018

LICENCE AGREEMENT

PARTIES:

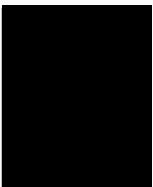
- (1) **Fox Networks Group Content Distribution (UK) Limited**, with registered address at 99 Kenton Road, Harrow, Middlesex, HA3 0AN, United Kingdom and correspondence address at 10, Hammersmith Grove, London W6 7AP, United Kingdom VAT: GB 269 2636 69 ("Licensor"); and
- (2) **Ceska Televize**, Public Company established by the Czech Television Act No. 483/1991, VAT No. CZ00027383Kavci hory, Na Hřebenech II 1132/4140 70 PRAHA 4, Czech Republic ("Licensee").

SPECIFIC TERMS

1.	<u>Licensed Service:</u>	Ceska Televize (each a "Licensed Service" and collectively the "Licensed Services")
2.	<u>Program</u>	[REDACTED]
3.	<u>Grant of Rights</u>	<p>(1) Subject to Licensee's performance of all its obligations under this Agreement, including but not limited to timely payment of the License Fee, Licensor hereby grants Licensee the exclusive license to exploit the following right in the Program on the Licensed Service, via the Authorised Transmission Means in the Licensed Language, in the Territory, during the License Period, for the number of Runs and in accordance with the terms and conditions of this Agreement on the following basis:</p> <p>[REDACTED]</p> <p>In addition, Licensor grants Licensee the [REDACTED]</p> <p>[REDACTED]</p> <p>(2) Authorised Transmission Means: [REDACTED]</p> <p>[REDACTED]</p>

		<div style="background-color: black; width: 100%; height: 100%; min-height: 200px;"></div> <p>(4) Licensee shall not have the right to exploit the Program, or any portions or elements of it, in any manner not expressly permitted in this Agreement.</p> <p>(5) Licensee shall not exploit the Program, or any portions or elements of it, at any time prior to the commencement of, or after the expiration of, the applicable License Period.</p>
4.	<u>Holdbacks</u>	Not Applicable
5.	<u>Licensed Language(s)</u>	<div style="background-color: black; width: 100%; height: 100%; min-height: 100px;"></div>
6.	<u>Territory</u>	<div style="background-color: black; width: 100%; height: 100%; min-height: 20px;"></div>
7.	<u>License Period</u>	<p>The License Period for each Program licensed hereunder shall commence on its Start Date and continue for a period of [REDACTED]</p> <div style="background-color: black; width: 100%; height: 100%; min-height: 100px;"></div>
8.	<u># Runs</u>	<p>Licensee shall be entitled to [REDACTED] of the original transmission of the Program on the Linear Licensed Service.</p> <p>A "Run" shall mean one (1) original transmission of the Program on the Linear Licensed Service.</p>

		In the event that Licensee does not exhibit any Program licensed hereunder, Licensee shall nonetheless pay the License Fee for such Program in accordance with the terms of this Agreement.
9.	<u>Term of the Agreement</u>	The Term of this Agreement shall commence upon the date of this Agreement and expire upon the last day of the License Period of the last Program licensed hereunder.
10.	<u>Delivery Date</u>	Licensor shall deliver Program Materials together with music cue sheets, scripts and publicity material within a reasonable time prior to the License Period Start date, subject to signature of this Agreement.
11.	<u>Provision of Program Materials</u>	<p>[REDACTED]</p> <p>Program Materials shall be delivered to the attention of the Key Users as detailed in Exhibit A.</p>
12.	<u>License Fee</u>	<p>In consideration for the rights granted hereunder, Licensee shall make payment to Licensor of a [REDACTED] on the basis set out in paragraph "License Fee Payment Schedule".</p> <p>[REDACTED]</p> <p>Total License Fee: US\$100,815 (gross)</p> <p>[REDACTED]</p>
13.	<u>License Fee Payment Schedule</u>	<p>(1) Payment to be made in US dollars, without deduction, set-offs, counterclaims or other forms of credits or offsets that Licensee may have or claim to have against Licensor by law or under any other agreement between Licensor and Licensee, time being of the essence, by wire within [REDACTED] of the date of Licensor's invoice by transfer to the bank account as detailed on the invoice as follows:</p> <p>[REDACTED]</p> <p>Timely payment is conditioned upon receipt of the valid confirmation of Licensor's residency issued by the appropriate Tax Authority unless such valid confirmation has already been provided to the Licensee during the applicable year.</p> <p>The Licensor acknowledges to be the beneficial owner of the License Fees.</p>



		<p>Invoices to be sent to: mailto:faktery@ceskatelevize.cz Address as above.</p> <p>(2) Notwithstanding paragraph 15(1) above, the License Fee is subject to withholding tax at the applicable rate (utilizing any applicable double tax treaty) at the time of payment between Czech Republic and the United Kingdom which at the time of drafting is 0%.</p>
14.	<u>Special Provisions</u>	<p>Upon request by Licensor, Licensee shall deliver to Licensor the Local Version (together with a full list of the dubbing credits) on payment of a one-time access fee equal [REDACTED]</p> <p>[REDACTED]</p> <p>Further to paragraph 7.2 of the Standard Terms and Conditions below, Licensee is authorized to include crawling messages during the broadcast of the Program, provided that such inclusion does not alter, obscure or delete a credit or copyright notice in the Program or alter the integrity of the Program.</p> <p>This Agreement shall be made public pursuant to Czech government requirements provided that the information in regards to sections 2, parts of 3, 5-8, 11-13 and parts of 14 and parts of Exhibit A shall be redacted.</p>
15.	<u>Marketing</u>	As outlined in paragraph 9 of the Standard Terms and Conditions below.
16.	<u>Definitions</u>	Defined terms shall have the meaning set forth in these Specific Terms and in the Standard Terms and Conditions. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
17.	<u>Conflict</u>	In the event of a conflict between these Specific Terms and the Standard Terms and Conditions, the provisions of these Specific Terms shall prevail.

IN WITNESS WHEREOF, the Parties have signed.

Each party warrants to the other party that the person signing this License Agreement on behalf of that party has the requisite authority to bind that party.

**Fox Networks Group
Content Distribution (UK) Limited**

By: [REDACTED]

Name: [REDACTED]

Title: SENIOR COUNSEL

Ceska Televize

By: [REDACTED]

Name: Petr Dvořák


Title: General Director

EXHIBIT A – Program Materials

Each representative of Licensee that has access to FoxFast.com shall be subject to and comply with the "Terms of Use," which are displayed upon log-in to the FoxFast.com website.

Registration of Key Users: Licensee shall register any computers that are used for the downloading of video files of licensed Programs ("**Files**") from *FoxFast.com* by providing Licensor with the following information, as applicable: computer IP address, host name, and/or MAC address. Licensee shall provide names for users ("**Key Users**") to be registered by Licensor who will directly manage the secure digital download of all Program Materials via *FoxFast.com*. Key Users shall receive the necessary initial set-up and download instructional training from Licensor's Digital Onboarding team. Licensee shall provide Licensor with the following information for each Key User as part of the registration process: name, title, email address, and telephone number (collectively, "**Registration Information**"). Licensee shall immediately notify Licensor of the termination of any Key User(s) and shall provide Licensor with Registration Information for the replacement Key User(s) to ensure accurate information concerning Key Users. Licensee may not receive any Program Materials unless and until at least one (1) Key User is identified and registered with Licensor.

1. Transmission Materials:

- i. Technical Materials 
- ii. Publicity materials: Licensor shall make available on www.FoxFast.com a post sales kit (PSK) for each film, which shall contain the following:
 - Program synopsis of one paragraph
 - Images (a selection of jpeg images of approximately 300DPI)
 - Credit list
 - Music Cue Sheet
 - Script (timecoded where available)

And where available:

- Program billings
- Producer biography
- Any other publicity material

Standard Terms and Conditions

1. DEFINITIONS

The following definitions and rules of interpretation shall apply for the purposes of this Agreement and for the Specific Terms and Conditions.

Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

- 1.1** “**Affiliate**” means in relation to any entity, (i) any other entity Controlling, Controlled by or under common Control with such entity and (ii) such entity's group undertakings.
- 1.2** “**Advertised-funded Video on Demand**” or “**AVOD**” means that mode of distribution by which an individual program is made available on an on-demand basis on a programming service which enables viewers to view any such program at the times of their choosing, where no charge is made and where advertising is inserted in connection to the program, prior to and/or during the exhibition of such program (which may include sponsorship messages) inserted by the service provider. AVOD excludes FVOD, SVOD and TVOD.
- 1.3** “**Basic Pay Television**” means that mode of distribution by which a channel is delivered to Subscribers upon payment of monthly or other regular subscription fee for receipt of a non-premium package or packages of services (commonly referred to as basic or extended basic tier or package) containing such channel and where such channel is not capable of being subscribed for on an individual “à la carte” basis.
The term Basic Pay Television specifically excludes a channel that either: operates on a PPV, SVOD or TVOD basis (all as defined below); is supported primarily by governmentally imposed license fees; or is provided to viewers in a non-encrypted form (other than on a limited basis for approved promotional purposes).
- 1.4** “**Catch-Up**” means that mode of distribution by which an individual program which has been transmitted on a channel is made available on an on-demand basis on a programming service directly affiliated to such channel which enables viewers to view any such program at a time of their choosing during a limited period of time following transmission on such channel.
- 1.5** “**Closed-Access**” means that the access to content on a service is restricted by the following means: (i) the service is only accessible by users whose habitual residence is verifiably located within the Territory and by equipment whose Internet Protocol address is verifiably located within the Territory; and (ii) the user is required to register with the service in order to access the content.
- 1.6** “**Control**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.7** “**Electronic Sell Through**” or “**EST**” means that mode of distribution by which an individual program is made available on an on-demand basis on a programming service that enables customers, upon payment of a separate and distinct fee, to download and retain on a permanent basis an encrypted digital copy of such program on a computer or other end-user device for subsequent replay, on a Streaming or downloading basis, for personal and non-commercial use, subject to and in accordance with the applicable end user license.

- 1.8 **“Free Television”** means that mode of distribution by which a channel is delivered without any charge to the viewers (other than fees, assessments or taxes levied by government agencies and fees for the purchase or rental of any receiving device) to access such channel.

Free Television does not include the authorization of any retransmission, simultaneous or otherwise, of such channel by Licensee (which is dealt with under paragraph 12 of the Standard Terms and Conditions or in the Specific Terms).

- 1.9 **“Free Video on Demand”** or **“FVOD”** means that mode of distribution by which an individual program is made available on an on-demand basis on a programming service which enables viewers to view any such program at the times of their choosing and where no charge is made. FVOD excludes AVOD, SVOD and TVOD.

- 1.10 **“Home Video”** means the exploitation by rental, sale or per-exhibition charge of any program that is recorded, encoded and stored in a video device (e.g. video cassette, digital video disc, universal media disc, Blu-Ray disc, memory stick or other portable recording device (which may contain a file of the motion picture and/or an access code or other similar authentication process that enables a download of a copy of the motion picture), only for private viewing within a private living place where no admission fee is charged for such viewing.

- 1.11 **“Non-Theatrical Rights”** means the transmission of a program before a non-admission paying audience in venues such as, but not limited to, exhibitions, cruise lines, airlines, events, festivals, markets. For purposes of clarification, Non-Theatrical Rights shall not include Home Video or EST.

- 1.12 **“NPVR Services”** means a personal video storage service, which may be accessible through the hard disk function on an authorized set top box and/or through a network-based service via the internet, whereby the platform will record the programming and, at the direct, active and per-program request of a Subscriber made prior to, or during, the linear transmission of the program in question, make such recording available onto Subscriber’s personal video storage service. Subscriber will be enabled to play, stop, repeat, pause, rewind or fast-forward exhibition whether live (as in the so called start-over functionality), or recorded as aforesaid.

- 1.13 **“Program(s)”** means each individual program licensed hereunder and, if the context so requires, the specific episodes of a television series.

- 1.14 **“Program Materials”** means the transmission materials, including digital file, of a Program.

- 1.15 **“Pay Per View”** or **“PPV”** means that mode of distribution by which an individual program is delivered by a linear programming service where a charge on a per-exhibition basis is made to viewers to view any such program, at a time scheduled by the service provider, by continuous exhibition (without functionality to stop and start, pause, rewind or fast-forward the program).

PPV excludes TVOD and SVOD (as defined below).

- 1.16 **“Premium Pay Television”** means that mode of distribution by which a channel is delivered to Subscribers upon payment of an incremental monthly or other regular subscription fee for receipt of such channel and where such channel is capable of being subscribed for on an individual ‘à la carte’ basis and/or is part of a group of services as commonly referred to as pay or premium pay tier or package because it includes premium content, such as live sports and premium movies.

The term Premium Pay Television specifically excludes a channel that either: operates on a PPV, SVOD or TVOD basis (all as defined below); is supported primarily by the sale of advertising time or by governmentally imposed license fees; or is provided to viewers in a non-encrypted form (other than on a limited basis for approved promotional purposes).

- 1.17 **“Reverse EPG”**: means a service where Licensee or its operators has recorded a channel’s linear programming schedule which is made available to Subscribers on an on demand basis by way of the use of reverse programming schedule functionality to view the program at the

times of their choosing and where no charge is made, over a specific period of time prior to the moment in which the Subscriber is using this functionality (also referred to as 'backwards EPG' or 'replay TV').

- 1.18 **"Stream"** means the transmission, upon request by a consumer, of an individual program to an end-user device located in the Territory for immediate viewing whereby no permanent storage or caching of the program occurs in the end-user device other than the temporary storage or caching of the program to the extent it is technically required to enable playback functionality such as pausing, rewind and fast forward and provided such associated temporary storage or caching is protected using the same or equivalent content protection which is used to protect the program delivered.
- 1.19 **"Subscriber"** means any customer of the Licensee who is intentionally authorized by Licensee to receive the Licensed Service via a monthly or other regular subscription fee.
- 1.20 **"Subscription Video on Demand" or "SVOD"** means that mode of distribution by which a catalogue of programs is made available on an on-demand basis on a programming service which enables Subscribers of such service, upon payment of a regular subscription fee (and not a per program or per exhibition) fee, to view any one of the programs listed on the programming service at the times of their choosing.
- 1.21 **"Temporary Download"** means the distribution of a copy of audiovisual content to a viewer, pursuant to which the viewer is granted the right to receive and retain a copy protected by Digital Rights Management on any approved device for such viewer's personal, non-commercial viewing for a limited period of time, subject to and in accordance with the applicable terms of use.
- 1.22 **"Transactional Video on Demand" or "TVOD"** means that mode of distribution by which an individual program is made available on an on-demand basis by a programming service which permits the viewer, upon payment of a separate per exhibition fee, to view such program at the times of their choosing using computer information storage, retrieval and management techniques during a period of no more than forty-eight (48) hours after the viewer's first viewing of the program.

2. RESERVED RIGHTS

- 2.1 Any and all rights in the Program not expressly licensed to Licensee in this Agreement, including but not limited to the right to transmit clips or segments of the Program, and the literary and musical materials contained in the Program or upon which the Program may be based, and the right in spin-offs, remakes, sequels and prequels of the Programs as well as the right to create spin-offs, remakes, sequels and prequels of the Program, are reserved to Licensor and may be freely exercised, marketed and exploited by Licensor concurrently with the license herein granted and throughout the Term of this Agreement and without limitation or restriction whatsoever.
- 2.2 Furthermore, in respect of NGC's Programs, Licensor reserves the right to incorporate up to ten (10) minutes of footage of the Program into other program(s).

3. PAYMENT

- 3.1 Licensee agrees to pay to Licensor the License Fees and Material Fees whether or not the Program is broadcast or exhibited by Licensee, without deductions, set-offs, counterclaims or other forms of credits or offsets that Licensee may have or claim to have against Licensor by law or under any other agreement between Licensor and Licensee.
- 3.2 Time is of the essence in the performance by Licensee of its obligations for payment hereunder. Licensor will have the right to charge interest on any payment not received within thirty (30) calendar days of its due date at the rate which is the lower of two (2) percentage points over the then current advertised LIBOR or the then current highest rate allowable under law for this

Agreement. Interest, if charged, will be retroactive to the date payment was first due and will be compounded monthly until paid.

- 3.3** If laws or currency regulations in the Territory now or at any time during the Term of this Agreement prohibit or restrict Licensee from paying any sums due to Licensor, Licensee shall notify Licensor promptly in writing and await instructions as to the disposition of such sums. In any such case, upon Licensor's request, Licensee will deposit to Licensor's credit in a bank approved in writing by Licensor or promptly pay to such person or entity as Licensor may designate in writing, all sums due to Licensor. If Licensee is prohibited or restricted from making payment of any sums due Licensor, in addition to Licensor's other rights or remedies, Licensor shall have the option, upon written notice to Licensee, to (i) terminate this Agreement; or (ii) direct Licensee to deposit for Licensor's account in such name and depository as Licensor may designate, all sums due to Licensor in the currency of the Territory, at the rate of exchange in effect on the due date.

4. TAXES

- 4.1** If Licensee is required by applicable laws of its country of incorporation to withhold or deduct amounts from any payment to be made hereunder, Licensee shall pay, and hold Licensor harmless from, all taxes and promptly provide to Licensor customary documentation evidencing such withholding or deduction along with a certificate of tax withheld or deducted.
- 4.2** In the event that a double taxation treaty exists between Licensee's and Licensor's respective country of incorporation, Licensee and Licensor acknowledge that the deduction or withholding tax deducted by Licensee shall be in accordance with such double taxation treaty. Licensee shall request from Licensor any certificate of residence and/or any other documentation that is required by the competent tax authority in Licensee's country of incorporation in order to apply the deduction or withholding tax as stated in the double taxation treaty.
- 4.3** If Licensee assigns the Agreement to a third party in accordance with paragraph 20.5, the License Fee payable to Licensor shall not be reduced by any withholding tax that the third party deducts from License Fee payments to the Licensee.

5. PROGRAM MATERIALS

- 5.1** Licensor shall provide Program Materials to Licensee within a reasonable time prior to the commencement of the License Period of the relevant Program. Such Program Materials shall be deemed technically acceptable upon delivery. If any Program Materials provided by Licensor to Licensee in accordance with this Agreement do not conform to the technical standards required for exploitation, then Licensee shall notify Licensor, in reasonable detail and in writing within thirty (30) calendar days of delivery, of the defect. Licensor shall have a reasonable period of time, but in no event less than ten (10) calendar days, after its receipt of Licensee's notice to remedy the defects or substitute Program Materials of the same Program at Licensor's cost, such replacement shall be the sole remedy of Licensee in respect of any such defect.
- 5.2** All risk of loss of Program Materials in transit to or from Licensee or while in Licensee's possession or control shall be borne by Licensee. Licensee shall pay all costs and expenses incurred in connection with the storage and use of the Program Materials.
- 5.3** Licensee may retain possession of the Program Materials until the earlier of expiration of the License Period or completion of all Runs, at which time Licensee shall destroy or return the Program Materials to the Licensor. Licensee shall pay for all costs and expenses incurred in connection with the destruction or return of the Program Materials to Licensor. In the event that the Program Materials are destroyed, Licensee shall promptly provide Licensor with a certificate of destruction evidencing this.
- 5.4** Licensor acknowledges that Licensee may be required to retain a copy of Program Materials pursuant to any applicable law or regulation in the Territory, but Licensee shall only do so for the minimum period of time specified in such law or regulation.

- 5.5 When destroying Program Materials, Licensee will also destroy all dubbed soundtracks, subtitled or subtitling materials and all physical materials relating to any and all new audiovisual elements and materials which were manufactured by, for or at the request of Licensee in connection with the Programs, whether or not Licensee used any of such materials in connection with the exercise of its rights in accordance with this Agreement and whether or not Licensee incurred any of the costs of manufacture.
- 5.6 Ownership of the Program Materials provided to Licensee under this Agreement is vested and shall remain in Licensor and legal title in and to any Program Materials created by, for or at the request of Licensee in accordance with this Agreement, and all rights in them, including the copyrights in all works of authorship and all intellectual property, shall vest and remain in Licensor upon the creation of them, subject only to Licensee's possession and uses granted herein, solely so that Licensee may exercise its rights licensed under this Agreement. As between Licensor and Licensee, all Program Materials shall be deemed to have been loaned to Licensee whether or not Licensee paid any of the costs of manufacture. Licensee shall not impair Licensor's or Licensor's Affiliates' title or create a lien or encumbrance thereon or in any manner perform any act in derogation of such rights, interests and title.
- 5.7 All materials shall be held at Licensee's risk and Licensee shall use all reasonable care in handling and storing the materials including taking all reasonable steps to prevent any unauthorised duplication or reproduction of the materials.

6. TRANSMISSION

- 6.1 Licensee shall transmit only Program Materials for the Program which it has obtained directly from Licensor or directly from a source authorized by Licensor.
- 6.2 Upon Licensor's written request, Licensee will notify Licensor in writing of the scheduled and/or actual date of each transmission of each Program, together with such other relevant information as Licensor may reasonable require.

7. EDITING

- 7.1 The Program shall be transmitted in entirety exactly as delivered to Licensee, and Licensee shall not edit, change, alter, modify, reverse or add to the Program (including its title and episode title, as applicable) without Licensor's prior written consent and where consent is granted by Licensor it shall be conditional upon any associated costs being incurred by Licensee.
- 7.2 Notwithstanding paragraph 7.1, Licensee may, at its own cost:
- (a) make minor cuts or alterations in order to conform to the orders of any duly authorized, legally constituted censorship authority in the Territory or to comply with reasonable and customary time segment requirements and in any event such editing shall be kept to a minimum, and shall not impair the quality, meaning, integrity or continuity of any Program;
 - (b) insert commercials in the Program only where indicated and only when a Program is exploited on the following basis: Free Television, Basic Television, FVOD, AVOD or, when permitted by Licensor, catch-up. No commercial shall be inserted in a manner which may adversely affect the integrity of the Program, interfere with its continuity or damage the Program; and
 - (c) insert the Licensed Service's logo provided that such insertion does not alter, obscure or delete a credit or copyright notice in the Program or alter the integrity of the Program.

If the terms of this Agreement require the return to Licensor of the Program Materials, Licensee shall restore, at Licensee's own expense the Program Materials to the same condition in which they were originally received by Licensee (including removing all commercials), normal wear and tear excepted.

- 7.3 In no event shall the copyright or trademark notice, Licensor's presentation, production or any of the credits incorporated in any Program as delivered to Licensee be changed, altered or removed but Licensee may crunch or speed up the end credits, copyright notices and/or logos so that, for example, they can be displayed on a split-screen, provided that Licensee shall comply with any customary restriction imposed by any applicable guilds and unions or imposed upon Licensor (subject to advance notice by Licensor of all such restrictions). Any breach of the terms of this paragraph shall constitute a material default under paragraph 14.
- 7.4 Whenever requested by Licensor in writing to do so, Licensee shall change the title of the Program and shall not exploit the Program except under the new title after Licensor's request.

8. DUBBING, SUBTITLING AND VOICE-OVER

- 8.1 Where a dubbed, subtitled or voice-overed version in the Licensed Language ("Local Version") of the Program is available to Licensor at no additional cost to Licensor, Licensor shall deliver the same on loan to Licensee, in which case any costs specifically attributable to Licensee's use hereunder shall be Licensee's responsibility. If dubbing credits are available for the Local Version, Licensor shall supply such credit information to Licensee and Licensee shall display the credits on-screen.
- 8.2 Where a Local Version of the Program is not available to Licensor without extra cost to Licensor, then Licensor may authorize Licensee to dub, subtitle or voice-over the Program into the Licensed Language at Licensee's sole cost and expense and subject to Licensor's sole approval.

Licensee shall at its own expense obtain clearance of all rights required for exploitation of the Local Version by Licensee in accordance with this Agreement.

- 8.3 Subject to any laws of the Territory restricting its ability to do so, Licensee shall at its own expense:
- (a) commission the creation of the Local Version on the basis that all copyright and other intellectual property and other proprietary rights therein shall vest in Licensor, and Licensee shall sign all documents necessary to vest such rights in Licensor, or to assign such rights to Licensor, as may be necessary; and
 - (b) obtain all necessary clearances and pay all required fees in connection with such Local Version (including, but not limited to, the clearance of all artists) in order that Licensor (and/or its Affiliates) may freely exploit the Local Version in any media now known or hereafter devised throughout the world for perpetuity, with no further obligation, restrictions or additional payments.

Licensee shall promptly notify Licensor in writing of any inability to give effect to this paragraph 8.3 and shall provide Licensor with contact details for obtaining clearance of the same. Licensee shall promptly notify Licensor of any changes to such rule of law from time to time.

- 8.4 Upon request by Licensor, Licensee shall, at no cost to Licensor, deliver or give access to Licensor to copies of the Local Version (together with a full list of the dubbing credits).
- 8.5 The Local Version shall be of first-class technical and creative quality, suitable for television transmission and other uses in the Territory; provided, however, that such Local Version shall be available for Licensor's creative and quality control immediately upon Licensor's request and that if, for any reason whatsoever, Licensor does not approve the quality of the Local Version, Licensee shall at Licensee's cost make all of the improvements reasonably required by Licensor in a timely manner.
- 8.6 If the Program is dubbed, Licensee shall provide Licensor with an audio copy of the final dubbed (stereo and 5.1 if available) composite mixed track with separate tracks for music, effects and dialogue in accordance with the specifications provided by Licensor as well as other elements produced by Licensee, such as character generated titles and superimposed titles.

9. PROMOTION/ADVERTISING AND MARKETING OF THE PROGRAM

- 9.1 Licensee is granted the right to advertise and promote Licensee's exhibition of the Program in the Territory but is not permitted to advertise and promote the exhibition of any Program until thirty (30) calendar days prior to the Start Date for the relevant Program or the date of first exhibition of the Program, if later. In all such advertising and publicity, Licensee shall comply with all restrictions provided by Licensor to Licensee and with the advertising credit requirements provided by Licensor to Licensee.
- 9.2 Licensee shall not make or permit to be made, in any advertising, publicity or otherwise, any statements which:
- (a) constitute, or may be understood to be, an express, implied, direct or indirect endorsement of any sponsor, product, article, service or party by Licensor or any person, company or corporation connected or associated with the Program, its production or distribution;
 - (b) use the names and likenesses of any artists appearing in or connected with any Program separately and apart from the advertising of the broadcast or exhibition of such Program, and no such names or likenesses shall be used so as to constitute or be understood to be, an express, implied, direct or indirect endorsement of any sponsor, product, article or service, or for any commercial benefit for any sponsor, product, article, service or party.
- 9.3 Licensee shall not authorize or permit any excerpt or clip from the Program used for promotional purposes to be in excess of three (3) minutes in length in aggregate or to be used prior to the commencement of the License Period.
- 9.4 Licensor shall furnish to Licensee for each Program such advertising and promotional material as Licensor may have available.
- 9.5 Promotional material created by Licensee. Subject to any restrictions notified to Licensee by Licensor in respect of any Programs licensed under this Agreement, Licensee may create or develop advertising and/or promotional material for the Programs but only by extracting or excerpting portions of each Program provided that such use of an extract itself, or in the context of the promotional material, does not parody and is not injurious to the reputation of the Program or Licensor. Licensee agrees to withdraw any such advertising and/or promotional material upon notice of disapproval from Licensor.
- 9.6 Licensor shall have no liability for any materials (e.g., advertising and/or promotional materials such as trailers and print advertising) made or used by Licensee or any liability arising from Licensee's treatment of materials provided by Licensor.
- 9.7 Licensee shall promote each Program in a manner no less favourable than its usual promotional activity for other programmes of the nature of such Program.
- 9.8 Licensee shall not advertise or promote, in any manner or medium, any Program at the end of its License Period or any Program withdrawn by Licensor in accordance with this paragraph 9.
- 9.9 In connection with National Geographic Programs only, Licensee shall not market or promote the Programs as "National Geographic".

10. WITHDRAWAL

- 10.1 **Censorship:** If the Program is rejected for exploitation by any duly authorized, legally constituted government censorship authority in the Territory, parties will discuss possible alterations to the Program in order to comply with censorship requirements. If the Program cannot be edited to comply with censorship requirements, Licensee shall so notify Licensor and provide Licensor with appropriate documents evidencing such action. Licensor shall withdraw such Program and the Agreement shall be deemed partially terminated in respect of this Program.

10.2 Withdrawal: Licensors may, if it deems it necessary, withdraw the Program (and hence partially terminate the Agreement in respect of such Program):

- (a) because the exercise of the rights by Licensee would (i) infringe upon the rights of others, (ii) violate any law, court order, governmental regulation or other ruling of any regulatory authority; or (iii) subject Licensors to any liability or to litigation; or
- (b) if Licensors elects to reissue such Program for theatrical exhibition, or make a theatrical, television remake or prequel/sequel thereof.

10.3 In the event a Program is withdrawn pursuant to paragraphs 10.1 and/or 10.2, Licensors shall, after good faith consultation with Licensee, either:

- (a) provide Licensee with a substitute program for the one withdrawn (which substitute program shall be mutually satisfactory to both Licensors and Licensee);
- (b) where Licensee has not exercised any of its rights with respect to the Program withdrawn, refund to Licensee the portion of the License Fee attributable to such withdrawn Program; or
- (c) where Licensee has exercised a portion of its rights with respect to the Program withdrawn, refund an amount mutually agreed by the parties which is equal to the portion of the rights not exercised by Licensee at the date the Program is withdrawn by Licensors.

Licensee hereby waives any claim for damages, consequential losses, or loss of profits which may be asserted by Licensee as arising out of the withdrawal of any Program.

Upon withdrawal of any Program, Licensee shall immediately cease any advertising and promotion of such Program and promptly return or destroy to Licensors all Program Materials relating to such Program as provided in paragraph 5 hereof.

11. MUSIC

11.1 All necessary recording and synchronization fees have been paid in respect of the music contained in the Program and the rights in all musical compositions and sound recordings in the Program are:

- (a) controlled by the applicable licensing and collecting societies having jurisdiction in the Territory, on behalf of Licensors, its Affiliates and/or third parties; or
- (b) in the public domain; or
- (c) controlled by Licensors or an Affiliate of Licensors to the extent necessary for Licensee to exercise the rights granted under this Agreement.

11.2 Licensee shall at its sole cost be responsible for obtaining and paying for any public performance and/or making available which may be required to exploit the Program in accordance with this Agreement.

11.3 Licensee shall download music cue sheets from www.fnqcontentdistribution.com.

11.4 Licensee shall not use the musical compositions included in the Licensed Program for any promotional or advertising purposes. Licensee acknowledges and agrees that all music in the promotional materials is not cleared and must not be used by Licensee unless fully cleared by Licensee for such use. Licensee may dub music over any promotional materials and shall remain fully liable for any music synchronization, dubbing, mechanical and public performances payments and/or royalties in respect thereto.

12. RETRANSMISSION

In respect of Free Television, no license of any Program shall, unless expressly stated otherwise in the Specific Terms and Conditions, grant to Licensee any right for retransmission of any Program by any means other than primary distribution including, without limitation, by cable from a satellite, for retransmission through collective antennae from a satellite, for reception through individual antennae from a satellite or for reception by any means on a mobile handset or device. Licensor acknowledges that in certain circumstances retransmission of a service or channel is required by law and Licensee may be entitled to permit such retransmission pursuant to collective rights management agreements to which Licensor or its Affiliate is a party. Where such a collective rights management agreement exists, nothing in this Agreement shall preclude the collecting entity from receiving all fees due pursuant to such agreement.

With respect to Free Television only, Licensee acknowledges that, as between Licensor and Licensee, Licensor is entitled to all royalties, fees and other monies (other than subscription fee revenue or monies received by Licensee from the sale of advertising time) which are paid, payable to or received by Licensee in connection with any simultaneous and unaltered retransmission of Licensee's broadcast signal of the Programs where such retransmission: (a) occurs or is receivable outside the Territory, (b) occurs by a delivery means other than cable; or (c) occurs by means of cable and is subject to any collective management scheme or similar arrangement whereby one or more collecting societies or similar organisations have been mandated and/or authorised pursuant to applicable laws to clear and/or collect remuneration for the cable retransmission of the Programs in the Territory. If such monies are not expressly allocated to the Program, Licensee and Licensor agree that Licensor shall be entitled to the amount of such monies which is reasonably allocable to the Program. If, however, such monies are received by Licensee, Licensee shall notify Licensor and such monies shall be held by Licensee as agent and/or trustee for Licensor and shall be promptly paid over to Licensor. Nothing in this paragraph shall be construed so as to grant any rights to Licensee in addition to or other than those specifically granted elsewhere in this Agreement.

13. OVERSPILL

- 13.1** Licensee acknowledges that where a linear service (in which the Program is included) is transmitted by satellite, over the air or mobile broadcast intended for reception outside the Territory, such transmission may incidentally be capable of reception within the Territory due to the inherent capability of satellites, over the air and mobile distribution to beam signals that are not confined to territorial boundaries ("**Overspill**") and agrees that such reception shall not constitute a breach of this Agreement by Licensor.
- 13.2** Licensor acknowledges that where the linear Licensed Service (in which the Program is included) is transmitted by satellite, over the air or mobile broadcast by Licensee for reception inside the Territory, such Licensed Service may incidentally be capable of reception outside the Territory due to Overspill. Licensor further acknowledges that said Overspill shall not constitute a breach of this Agreement; provided that Licensee shall not actively market or promote the reception of the Licensed Service outside the Territory as a result of Overspill.

14. DEFAULT

- 14.1** Either party shall be entitled to terminate this Agreement immediately by written notice if the other:
- (a) is in material breach of its obligations or warranties in this Agreement and that breach is not remedied (if capable of remedy) within thirty (30) calendar days of receipt of written notice specifying the breach;
 - (b) is in material breach of its obligations or warranties in this Agreement and that breach is not capable of remedy, including but not limited to breach of paragraph 15;
 - (c) goes into bankruptcy, receivership or liquidation, or becomes insolvent or makes any composition or arrangement with its creditors; and

- (d) if an event of Force Majeure continues for more than ninety (90) consecutive calendar days, after seven (7) calendar days' written notice solely in relation to the Program affected by the Force Majeure, in accordance with paragraph 20.4 below.

14.2 Licensor may terminate this Agreement at its discretion immediately on written notice to Licensee if:

- (a) Licensee commits a persistent breach of any of its obligations hereunder where "persistent" breach shall mean a breach of any obligation on three or more occasions during any twelve month period of the License Period;
- (b) Licensee attempts to make or makes any assignment, transfer, novation or sublicense of the Agreement without Licensor's prior written consent provided in paragraph 20.5 hereof; or
- (c) Licensee loses its broadcast license or license permitting it to operate the Licensed Service pursuant to an action of any duly constituted governmental, judicial or legislative authority; or
- (d) Licensee in any manner jeopardizes or interferes with Licensor's or Licensor's Affiliates' title or right to possession of any Program or Program Materials including, without limitation, permitting or causing attachments, executions, liens, encumbrances thereon or other similar burden.

14.3 In the event of any breach by Licensee of this Agreement, Licensor will be entitled, at its election, to declare this Agreement breached by Licensee, suspend the licenses granted in this Agreement, suspend the delivery of Materials and/or suspend the right to broadcast or exhibit the Program until such default is cured (if capable of cure) and/or if the breach is material, terminate this Agreement by notice to Licensee pursuant to paragraph 20.11.

14.4 If Licensee defaults under this Agreement, Licensor may, at its election, declare all License Fees and any other monies then due hereunder immediately due and payable.

14.5 Any termination of this Agreement by either party shall be without prejudice to the rights or remedies of either party against the other party with respect to any antecedent breach of the Agreement.

14.6 Effect of Termination: Upon termination or expiration of this Agreement, Licensor shall be relieved of its obligations hereunder not yet accrued as of the date of termination. Licensee shall remain fully obligated to fulfil its obligations that accrued prior to such date of termination including, but not limited to, the payment of any outstanding License Fees. Immediately upon termination, all rights licensed hereunder shall immediately revert to Licensor, and Licensee shall not have any further rights whatsoever (including, without limitation, the right to exhibit) with respect to the Program licensed hereunder or any other materials relating or referring to the Program licensed hereunder. In connection therewith, all such materials shall be promptly returned to Licensor or destroyed.

15. WARRANTIES

15.1 Licensor represents and warrants as follows on the date of this Agreement:

- (a) Licensor owns and/or control all the rights in and to the Program sufficient to grant to Licensee the rights hereunder granted;
- (b) Licensor is a corporate entity validly incorporated, organised and existing in good standing under the laws of the jurisdiction in which it is incorporated, has been in continuous existence since incorporation and has the right, power and authority to enter into and perform fully this Agreement;

- (c) there are no pending claims, liens, security interests, charges, restrictions or other encumbrances of any type on the Program or on such rights and Licensor will not allow any liens or encumbrances to accrue against the Program or any of the elements of it (except that as between Licensor and Licensee, music performance payments will be paid by Licensee); and
- (d) the exercise of the rights and licenses granted in this Agreement, including with respect to the Program will not infringe on any rights of any third party.

15.2 Licensee hereby represents and warrants as follows:

- (a) Licensee is a corporate entity validly incorporated, organised and existing in good standing under the laws of the jurisdiction in which it is incorporated, has been in continuous existence since incorporation and has the right, power and authority to enter into and perform fully this Agreement;
- (b) Licensee is under no obligation (and shall not enter into an obligation) contractual or otherwise, and is not aware of any legal or regulatory proceedings, which might interfere with its performance of this Agreement;
- (c) Licensee has, and shall maintain during the Term, all necessary licenses, consents, registrations, approvals, permits, exemptions, agreements, arrangements and authorities (public and private) required for its performance of this Agreement; and
- (d) Licensee will exploit the Program according to the terms and conditions of this Agreement.

16. INDEMNITY

16.1 Licensor shall at all times indemnify and hold harmless Licensee from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees (collectively "**Claims**"), suffered or incurred by Licensee, arising out of any breach by Licensor of any warranty of this Agreement; provided that:

- (a) Licensee has given written notice to Licensor of the third party Claim immediately after notice of the claim was received by Licensee;
- (b) Licensee has discontinued exploitation of the Program immediately after such Claim was made; and
- (c) Licensor is given full control of the handling, defence and disposition including settlement of such Claim and any resulting litigation. No settlement may be made without Licensor's prior written consent. Licensee agrees to cooperate fully with Licensor in the defence and/or disposition and litigation of all Claims as Licensor may direct.

If Licensee fails to fulfil any of its obligations under this paragraph, then Licensor will be excused from its obligation to indemnify and hold harmless Licensee.

16.2 Licensee will indemnify and hold harmless Licensor and/or its Affiliates from and against all Claims suffered or incurred by Licensor and/or its Affiliates arising out of or relating to:

- (a) any breach of any obligations, representations, warranties or covenants of Licensee contained in this Agreement, including but not limited to the ones set forth in paragraphs 15.2 and 20.9.;
- (b) the exploitation of any Program Materials or any other materials (other than the content of the Program as delivered by Licensor) which Licensee may transmit or authorizes to be Transmitted in connection with the Program;
- (c) any loss by Licensee of the Program Materials or any part thereof;

- (d) any action or omission taken or made by Licensee which causes any Claim to be brought; and
- (e) Licensee's failure to pay taxes when due, or failure to remit to Licensor the required receipts or other required documentary evidence as well as for any incremental taxes, interest or penalties that may become payable as a result of such failure. If Licensor so requests, Licensee will defend Licensor against any such Claim.

17. CONFIDENTIALITY

17.1 Each party shall keep strictly confidential and shall not disclose to any other person or entity other than to its officers and employees on a must-know basis, or to its respective lawyers and accountants, any of the terms and provisions of this Agreement or any other confidential information which either party may disclose to the other in connection with this Agreement except:

- (a) as may be required in connection with filings with governmental agencies or courts or as may be required under applicable law;
- (b) as part of normal reporting or review procedure to the disclosing party's parent company, auditors and shareholders;
- (c) only to the extent that Licensor is obliged to do so, to any participants or underlying rights holders (or their auditors), talent unions, talent union pension and health plans or any guild or labour organisation (e.g. WGA, DGA, AFTRA);
- (d) to either party's or their Affiliates' investors or to persons who are bona fide considering an investment in either party or their Affiliates.

To the extent that information with respect to this Agreement is revealed pursuant to this paragraph, each party shall ensure that each person or entity receiving such information shall maintain it in confidence.

17.2 Notwithstanding paragraph 17.1, no party hereto shall have an obligation of confidentiality with respect to information which: (i) is already known to such party at the time; (ii) is obtained from a third party without breach of this Agreement; (iii) is in the public domain; or (iv) is independently developed by such party.

17.3 **Press release:** The parties expressly agree that there shall be no announcements or press releases, oral or written, regarding any of the terms and conditions of this Agreement or the fact that this Agreement has been entered into, unless and until the announcement or press release has been mutually agreed.

18. INTELLECTUAL PROPERTY

Licensee acknowledges that, as between Licensee and Licensor, all intellectual property rights in and to the Licensed Program as well as Licensor's names and marks, including "NGC", "National Geographic Channel", Fox and "Fox Networks Group", are and shall be the sole and exclusive property of Licensor (or its licensors) and that Licensee has not and will not acquire any proprietary rights thereto by reason of the Agreement. Licensee shall have no rights to use Licensor's names, mark, logos, variations or titles except for purposes of promoting and marketing the Program in accordance with paragraph 9 or at the times and in a manner expressly approved by Licensor.

19. SECURITY AND ANTI-PIRACY

19.1 Licensee shall employ, and shall ensure that any third party distributing the Licensed Service employs, full security systems and procedures (including but not limited to: conditional access, encryption, DRM and geofiltering) which are no less protective than those provided by Licensee to any of its other licensors in the Territory in order to protect against theft, pirating, copying,

duplication, recording, downloading or other unauthorized uses of the Program or any other materials supplied by Licensor; and Licensee shall comply with all reasonable directions in this regard given by Licensor. Licensee shall implement anti-fraud measures reasonably designed to effectively detect and respond to attempts to circumvent its geofiltering solution.

Any breach of the terms of this paragraph shall constitute a material default under paragraph 14.

- 19.2 Licensee shall immediately either cure any failure of its content protection systems or take down the affected Program. In the event that Licensee fails to cure a failure promptly, Licensor reserves the right to terminate the grant of rights in the Territory.
- 19.3 Licensor shall have the right at any time on five (5) business days' prior notice to visit the premises of Licensee for the purpose of viewing the operating of such security systems and procedures, and Licensee shall promptly comply with any reasonable direction of Licensor to alter or change any security systems and procedures then in place.
- 19.4 Should Licensee become aware of any suspected unauthorized distribution or exhibition of any Program in the Territory it shall notify Licensor, and Licensor shall, in its reasonable judgment, take such steps as it may deem necessary to prevent the unauthorised distribution or exhibition of the Licensed Program in the Territory and shall provide all reasonable support and co-operation with Licensee to prevent any unauthorised distribution, access or viewing of the Licensed Program in the Territory.
- 19.5 Subject to Licensor's prior written approval, Licensee shall have the right in the name of Licensor to do any act to stop or prevent the infringement of any rights concerning the Program.

20. MISCELLANEOUS

- 20.1 **Entire Agreement:** This Agreement contains the entire understanding of the parties and supersedes all prior understandings between the parties relating to the subject matter herein, whether written or otherwise. Notwithstanding the provisions of paragraph 14, this Agreement cannot be changed or terminated in whole or in part except in writing executed by both parties. No employee, agent or other representative of Licensor is authorized to make any representations, warranties or agreements except as specifically included herein, and Licensee acknowledges that it has not entered into this Agreement in reliance upon any such representation, warranty or agreement.
- 20.2 **No Waiver:** The failure or delay by either party in exercising, or partial exercise of, a right or remedy provided by this Agreement or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies.
- 20.3 **Relationship of Parties:** Nothing contained in this Agreement shall create any partnership or joint venture between the parties or make one party the agent or employee of the other for any purpose whatsoever. Neither party may pledge the credit of the other, nor make binding commitments on the part of the other, except as otherwise specifically agreed hereunder. This Agreement is not for the benefit of any third party not a signatory hereto and does not provide any right or remedy to any such party whether referred to herein or not.
- 20.4 **Force Majeure:** If a party is prevented from performing its obligations hereunder by reason of any cause which is beyond its reasonable control including but not limited to: accident, act of God, earthquake, flood, fire, epidemic, explosion, casualty, lockout, boycott, strike, riot, civil disturbance, war or armed conflict, act of public enemy, embargo, or any similar event of force majeure as such term is customarily understood in the film and television industry (all of the foregoing being deemed "Force Majeure"), such a delay or failure to perform by reason of such an event of Force Majeure shall not be deemed a breach of or default under this Agreement and neither Party shall be liable to the other for such a breach. If any party is unable to perform its obligations hereunder as a result of such event of Force Majeure for more than ninety (90) consecutive calendar days, then the other party shall have the right to terminate this Agreement on seven (7) calendar days written notice solely in relation to the Program affected by the Force

Majeure, without further liability to the other party, except for appropriate payment or adjustment in regard to payments to be made hereunder by Licensee.

20.5 Assignment:

- (a) Licensor shall have the full and unencumbered right to assign and sublicense any and all of Licensor's rights and obligations in this Agreement.
- (b) Licensee may not assign or sublicense its rights or its obligations in this Agreement, except to an Affiliate of Licensee, provided that (i) such Affiliate maintains sufficient financial resources to fulfil all of Licensee's obligations hereunder; (ii) such assignment does not diminish or otherwise adversely affect the rights or protections of Licensor hereunder; and (iii) Licensee shall remain liable for the performance of its obligations under this Agreement. Licensee shall notify Licensor in writing prior to any such assignment.
- (c) For the purposes of this Agreement any change of control of Licensee (or any assignee thereof) shall be deemed to be, and shall be treated as, an assignment of this Agreement, and paragraph 20.5 shall apply. In the event Licensee undergoes a change of control that does not require an assignment of the Agreement to a successor entity, Licensor shall have the right (to be exercised in its reasonable discretion) to terminate this Agreement.

20.6 Rights and Remedies: Each of the rights and remedies granted to the parties under this Agreement is cumulative and the exercise of one shall not limit, diminish or otherwise affect the parties' rights, concurrently or subsequently, to exercise any other rights or remedies, and shall be in addition to such other rights and remedies as the parties may have at law, in equity, under this Agreement or otherwise.

20.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties hereby consent to the exclusive jurisdiction of the courts of England and Wales with respect to any matter or claim whatsoever arising out of or relating to this Agreement.

20.8 Severability: In the event that any provision of this Agreement or the application of any such provision to any circumstance shall be held by any court to be unenforceable, illegal, void or contrary to public policy, such provision so affected shall be severed and deleted therefrom and shall be of no effect whatsoever upon the binding force or effectiveness of any of the other terms hereof, it being the intention and declaration of the parties hereto that had they or either of them known of such unenforceability, illegality, invalidity or contrariety to public policy, they would have entered into a contract, each with the other, containing all of the other provisions hereof.

20.9 Compliance: Licensee ensures, represents and warrants that:

- (a) in the performance of this Agreement, Licensee, any of its officers, directors and employees, and Licensee's agents or representatives, if any, will comply strictly with all applicable anti-corruption laws; and
- (b) neither Licensee, its officers, directors, and employees, nor any agents or representatives, if any, in connection with work or services to be provided under this Agreement, has taken or will take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of anything of value, either directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage.

20.10 Notices: Notices shall be in writing, delivered to the Contract Parties by hand or by registered letter to the address as set forth in the Agreement or such other address designated by a party in writing. Notices served on Licensor shall be addressed to the correspondence address as detailed in the listing of the parties to this Agreement, with one copy marked for the attention of

the EVP FOX Networks Group Content Distribution and one copy marked for the attention of Business and Legal Affairs – FOX Networks Group Content Distribution.

- 20.11 Survival:** All representations, warranties and indemnities made herein and all provisions, which by their nature should remain in full force and effect, shall survive expiration or termination of this Agreement and shall remain in full force and effect. Such provisions include, but are not limited to, the provisions with respect to payment, Local Version, Intellectual Property, security, assignment, confidentiality and compliance.
- 20.12 Execution:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile signature or email transmission as a PDF, and will have the same effect as physical delivery of the paper document bearing an original signature, provided that Parties execute and exchange physical counterparts.