

**Licenčná zmluva na nákup licenčných práv programov
(výpis zo zmluvy)**

Zmluvní partneri:	DARO FILM DISTRIBUTION GmbH Falkengasse 3 6004 Luzern Švajčiarsko Zastúpená: Mr. Pierre André Rochat prezident spoločnosti a Slovenská televízia a rozhlas Mlynská dolina, 845 45 Bratislava IČO: 56 398 255 IČ DPH: SK2122292832 Štatutárny orgán: Mgr. Igor Slanina zástupca generálneho riaditeľa zapísaná: Obchodný register Mestského súdu Bratislava III., Oddiel: Po, Vložka č: 8978/B
Programy:	5 x film 90´ - 148´,
Práva a definície:	Nákup licenčných práv programov pre vysielanie STVR na televíznych programových službách Jednotka a Dvojka
Trvanie zmluvy:	Licenčná doba na 2 roky od 1.4.2025 do 31.3.2027
Licencia na územie:	Slovenská republika
Povolený jazyk:	slovenský - dabing
Počet vysielaní:	2 vysielania –každé vysielanie vrátane reprízy do 48 hod.
Vysielacie práva:	Terestriálne – Free TV práva exkluzívne simultánne šírenie káblovými rozvodmi a satelitom catch up rights – 7 dní od termínu premiérového vysielania
Licenčný poplatok:	9.600,- EUR

Splatnosť licencie:	100% úhrada celkovej sumy pred začiatkom licenčnej doby, najneskôr k 31.3.2025
Podmienky dodania materiálu:	žiadne
Technické náklady za materiál:	žiadne
Technické parametre materiálu:	Material k dispozícii v STVR z minulosti Titul "STORM BOY" bude dodaný v slovenskej verzii na základe "access letter"
Dátum dodania materiálu:	Po podpise licenčnej zmluvy
Prístup k jazykovej verzii:	Prístup k jazykovej verzii vyrobenej na náklady STVR možný za podmienky úhrady 50% dabingových nákladov /Standard Terms- bod 3(h) dubbing / subtitling
Ustanovenie o zákonnej povinnosti zverejnenia zmluvy:	doplnené v bode Special Clause, v časti zmluvy Specific Terms.
za DARO FILM DISTRIBUTION GMBH	za Slovenská televízia a rozhlas
Pierre André Rochat prezident	Mgr. Igor Slanina zástupca generálneho riaditeľa

TELEVISION LICENCE AGREEMENT

Subjet to the payment by the Licensee of the Licence 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 licence to telecast the programs specifically set forth below in the telecast area and for the number of broadcasts 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

Specific Terms

<u>Territory :</u>	Slovakia
<u>Stations :</u>	Jednotka and/or Dvojka, as specified on title per title basis in the attached list page n°3
<u>Programmes :</u>	See attached list page n° 3
<u>Rights Licensed :</u>	Exclusive Free Television Rights (Terrestrial, Cable, Satellite) and Catch up Rights on Licensee's Website (www.rtv.s.k) for up to 7 days after each transmission
<u>Authorized Language :</u>	Slovak dubbed and/or subtitled
<u>Runs:</u>	See attached list page n° 3 <i>1 run is defined as 1 transmission with one repeat within 48 hours</i>

Total Licence Fee , Method of Payment :

TOTAL NET OF WITHHOLDING TAX: 9,600.00 EUROS (Nine Thousand Six Hundred Euros)

Payable:

100%: 9,600.00 Euros payable before starting of Licence Period and no later than 31st March 2025

The above total of 9,600.00 Euros (Nine Thousand Six Hundred Euros) is the net sum payable to Licensor for the rights granted under this agreement. Licensee shall neither deduct, retain nor withhold from the total amount any sums whatsoever, including without limitation V.A.T., Withholding taxes and bank fees.

Payable to:

Bank: XXXXXX

Bank Address: XXXXXX

For further Credit to:

XXXXXX

XXXXXX

Beneficiary Name: Daro Film Distribution GMBH

Account n°: XXXXXX

IBAN: XXXXXX

BIC: XXXXXX

Additional Information :

Material: No material requested by Licensee under this Agreement. Licensee has already materials in hands from previous Agreements. For the title " STORM BOY", Licensor will issue an access letter for the Slovak version. Any cost related to such access shall be borne by Licensee.

Publicity Materials, Scripts, Slides, Music Cue Sheets to be supplied free of charge.

TELEVISION LICENCE AGREEMENT

Specific Terms

Special Clause: In compliance with the § 47 a) of the Act No.40/1964 Collection Civil Code as amended § 5a) of the Act No.211/2000 Coll. on free access to information and on amendments and supplement to certain acts (Freedom of Information Act) Slovak Television and Radio is obliged to publish this Contract via Central Register of Contracts of the Government Office of Slovak Republic in its full wording.

This Television Licence Agreement consists of the following: Specific Terms pages n°1 and n°2 , the Attached List page n° 3 and The Additional Paragraphs pages n° 4 to n° 8. All parts of this Agreement should be interpreted together to form one Agreement.

Delivery Print : Address to be advised

Return Print : Address to be advised

Licensee

SLOVAK TELEVISION AND RADIO

Mlnyská dolina
845 45 Bratislava
SLOVAKIA

Represented by: Igor Slanina
Deputy General Director

Licensor

DARO FILM DISTRIBUTION - GMBH

Falkengasse 3,
6004 Luzern
SWITZERLAND

Represented by: Pierre André Rochat
President

ATTACHED LIST

	Title	Duration	Channels	LICENCE PERIOD		Number of runs	Licence fee
				start date	end date		EUR
1	DEATH AT A FUNERAL	(1 X 90 Mn)	Dvojka	1.4.2025	31.3.2027	2	1 800,00
2	STORM BOY	(1 X 99 Mn)	Jednotka	1.4.2025	31.3.2027	2	3 000,00
3	WINGS OF DESIRE	(1 X 128 Mn)	Dvojka	1.4.2025	31.3.2027	2	1 500,00
4	NOWHERE BOY	(1 X 98 Mn)	Dvojka	1.4.2025	31.3.2027	2	1 800,00
5	PARIS, TEXAS	(1 X 148 Mn)	Dvojka	1.4.2025	31.3.2027	2	1 500,00
TOTAL							9 600,00

Standard Terms and conditions

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:

"Catch-Up TV" means the right to store the Program(s) in electronic form and to make the Program(s) available for end users to view again during each transmission ('start over') and or for up to 7 days after each transmission ('catch-up') at a time chosen by the user at no additional cost.

Free TV:

Free TV means Terrestrial Free TV, Cable Free TV, and Satellite Free TV exploitation of a Program(s) but does not include any form of PayPerView, Pay TV, Internet or ClosedNet form of exploitation of a Program(s).

Terrestrial Free TV means over-the-air broadcast by Hertzian waves of a Program(s) for television reception in private living places without a charge to the viewer for the privilege of viewing the Program(s), 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 Program(s) for television reception in private living places without a charge to the viewer for the privilege of viewing the embodied Program(s), 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 Program(s) 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 Program(s), 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.

c. 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 Specific 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 Specific 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 Specific 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 Specific terms exploit, license, or authorize such Program(s) to be broadcast, delivered, exhibited, or transmitted (except for any customary overspill, as set forth in Clause 2, below):
- (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;

Standard Terms and conditions

- 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. OVERSPILL:

- a) The Licensor acknowledges that broadcasts for reception in the Territory may be capable of reception outside the Territory due inter alia to the inherent capability of satellites to beam down signals which are not confined to territorial boundaries ("Overspill"). Licensor further acknowledges that the rights herein granted to Licensee include but are not limited to the right to broadcast the Program(s) by satellite which may cause Overspill. Notwithstanding such Overspill, Licensor agrees that the occurrence of Overspill shall not constitute a breach of this Agreement provided that no such broadcast is marketed or promoted outside the Territory provided further that Licensee does not receive any compensation in respect of such Overspill. It is acknowledged that Licensee shall have the right to promote its Program(s) services on its Internet site.
- b) Licensee acknowledges that broadcasts of the Program(s) originating outside the Territory may be received by television sets located in the Territory and agrees that such reception shall not constitute a breach of this Agreement provided that no such broadcast is intended for receipt within the Territory.

3. EXPLOITATION OBLIGATIONS:

Television Exploitation Obligations: In exploiting any Licensed PayPerView, Pay TV or Free Rights:

- i) Limitations: Licensee will not telecast or authorize telecast of the Program(s) by any form of Pay TV other than an encrypted form and Licensee will not undertake or authorize any sale, rental or export of decoders for such encryption outside the Territory.
- ii) Usage Reports: Upon Licensor's request, Licensee will promptly provide Licensor with the following information to the extent reasonably available to Distributor: (i) the title of the Program(s) in each Authorized Language used for each telecast of the Program(s); (ii) each Person responsible for preparing a dubbed, subtitled or parallel tracked version of the Program(s); and (iii) the time and place of each telecast of the Program(s) since the last Usage Report to Licensor.

4. MATERIALS:

- (a) Delivery Address:

Licensor shall deliver the Materials to the address of Licensee set forth in the Television Licence Agreement

- (b) Delivery

Licensor agrees to follow the instructions of Licensee regarding delivery of Material

Delivery Methods: Licensor will make Delivery of Delivery Materials by one of the following methods specified in the Specific terms of the Television Licence Agreement or Licensor's Delivery Notice or as is otherwise customary for the applicable Delivery Material:

- i) Physical Delivery: Where Physical Delivery is specified, Licensor will deliver the applicable Delivery Materials to Licensee at the applicable delivery location. Delivery will be made by air transport unless otherwise specified in the Television Licence Agreement or Delivery Notice. 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.

Standard Terms and conditions

- ii) **Laboratory Access:** Where Laboratory Access is specified, Licensor will provide Licensee with access to the applicable Delivery Materials at a recognized laboratory or facility mutually acceptable to the parties.
- iii) **Loan of Materials:** Where Loan of Materials is specified, Licensor will deliver the applicable Delivery Materials on loan to Licensee at the applicable delivery location. Licensor will deliver to Licensee, at Licensee's cost, such prints and other material described in the Television Licence Agreement. Delivery will be made by air transport unless otherwise specified in the Television Licence Agreement or Delivery Notice. These loaned Delivery Materials may only be used to make new pre-print materials, at Licensee's sole expense, from which necessary exploitation materials can be made. The loaned Delivery Materials will always be held in a laboratory or facility subject to Licensor's reasonable approval and will be returned to Licensor within a reasonable time designated by Licensor.

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.

- iv) **Electronic Delivery:** Where Electronic Delivery is specified, Licensor will deliver the applicable Delivery Materials to Licensee by electronic transmission over the Internet or comparable service consistent with available materials and Licensee's equipment. In so doing, Licensor may require Licensee to obtain and use reasonable and commercially available digital rights management software and intellectual property protection before making any electronic delivery.

c) Acceptance of Delivery:

Licensee will evaluate all Delivery Materials for technical acceptance promptly after their receipt. Acceptance of Delivery means Licensee's actual or deemed acknowledgement that the applicable Delivery Materials are technically acceptable for exploitation of the Licensed Rights. Acceptance of Delivery is based on objective technical standards without regard to questions of commercial or artistic merit.

d) Technical Acceptance Confirmation Period:

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

e) 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. Where upon 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 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)

- f) Shipping charges, insurance, customs duties, brokerage charges and any other handling charges in connection with the delivery and return of each print, shall be borne by Licensee. If any print is damaged between the time of receipt by Licensee and return by Licensee, or if Licensee fails to timely return any print, Licensee shall pay Licensor such damage or loss caused by such damage or delay. Such payment shall not transfer title to Licensee or anyone else. Unless Licensee shall notify Licensor prior to telecasting a print that said print was damaged upon receipt, detailing the damage, said damage shall be deemed to have occurred between the time of receipt by Licensee and return by Licensee.

- g) Licensee shall pay all taxes customs duties, levies, imposts, censorship charges and any other charges now or hereafter imposed or based upon or resulting from the licensing, rental, delivery, import, export, exhibition, possession or use hereunder to or by Licensee of the Program(s) or any print thereof.

h) Dubbing / Subtitling:

If provided for in the Schedule, the 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(s) into the "licensed language"; In this event Licensee shall provide Licensor with immediate, unrestricted and free access to such Version(s) including, without limitation, all subtitled and/or dubbed tracks, in perpetuity, the cost of such access to Licensor being 50% of actual Licensee's production cost, the cost of duplication of the tapes or tracks and the shipping of same to the Licensor (if any).

5 MUSIC RIGHTS:

- a. **Cue Sheets:** To the extent required and available, Licensor will supply **Licensee** promptly after Initial Delivery with music cue sheets listing the composer, lyricist and publisher of all music embodied in the Program(s). **Licensee** will, as needed, promptly file with the appropriate government agency or music rights society in the Territory the music cue sheets as supplied by Licensor.

Standard Terms and conditions

- b. **Synchronization:** Licensor represents and warrants to Licensee that Licensor controls all rights necessary to synchronize the music contained in the Program(s) on all Copies exploited by Licensee throughout the Territory for the Term. Licensor authorizes Licensee to exploit such synchronization rights without charge in exploiting the Licensed Rights in the Program(s). Licensor will be solely responsible for paying all royalties or charges necessary to obtain and control such synchronization rights for the Term and will hold Licensee harmless from any payments in this regard.
- c. **Mechanical:** Licensor represents and warrants to Licensee that Licensor controls all rights necessary to make mechanical reproductions of the music contained in the Program(s) on all Copies exploited by Licensee throughout the Territory for the Term. Licensor authorizes Licensee to exploit such mechanical rights without charge in exploiting the Licensed Rights in the Program(s). Licensor will be solely responsible for paying all royalties or charges necessary to obtain and control such mechanical rights for the Term and will hold Licensee harmless from any payments in this regard, provided if a mechanical or authors' rights society in the Territory refuses to honor the authorization obtained by Licensor in the Program(s)'s country of origin, then Licensee will be solely responsible for such royalties or charges.
- d. **Performance:** Licensor represents and warrants to Licensee that the non-dramatic ("small") performing rights in each musical composition embodied in the Program(s) are either: (i) in the public domain in the Territory; or (ii) controlled by Licensor sufficient to allow Licensee to exploit the Licensed Rights without additional payment for such rights; or (iii) available by license from a performing rights society in the Territory affiliated with the International Confederation of Authors and Composers Societies (CISAC). For music in category (iii), Licensee will be solely responsible for obtaining a license to exploit such performance rights from the local performing rights society.
- e. **Publishing:** As between Licensor and Licensee, Licensor (or its affiliated publishing company) will be solely entitled to collect and retain the publisher's share of any music royalties arising from Licensee's exploitation of any Licensed Rights in the Program(s).

6. 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 Program(s) or any part thereof other than the rights specifically granted under this Agreement;
- d. it will not add any material to the Licensed Program(s) or edit the Licensed Program(s) 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 Program(s) or the rights and interests of DARO Film Distribution or its licensors;
- f. it shall not make available, transmit or authorise others to make available or transmit all or part of the Licensed Program(s) 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 Program(s) thereon other than the Licensed Program(s) 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 Program(s) complies with the laws and regulations

7. 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(s) 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(s) 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(s) 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(s), Licensee will be released by the Licensor from any payments to third parties in connection with the use of the Program(s) 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.

Standard Terms and conditions

8. DEFAULT AND TERMINATION:

a) Licensee's Default

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 are 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 Program(s) hereunder

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

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

9. INDEMNITIES

- By Licensor: Licensor will indemnify and hold harmless Distributor, its officers, directors, partners, owners, shareholders, employees, attorneys and agents, from all claims, loss, liability, damages or expenses, including reasonable outside attorneys' fees and legal costs, but not including lost profits, due to any breach of any of Licensor's representations or warranties. Licensor will honor this indemnity despite any assignment of this Agreement. If Licensor is acting as an agent, these indemnities are also made directly by Licensor's principal to Distributor, but Licensee will look only to Licensor's principal to honor them.
- By Licensee: Licensee will indemnify and hold harmless Licensor, its officers, directors, partners, owners, shareholders, employees, attorneys and agents, from all claims, loss, liability, damages or expenses, including reasonable outside attorneys' fees and legal costs, but not including lost profits, due to any breach of any of Distributor's representations or warranties. Licensee will honor this indemnity despite any assignment, transfer, sublicense or appointment of an agent.

10. GENERAL

- Any changes, amendments and modifications of this agreement shall have legal effect only if made in writing and signed by both parties. The Agreement shall be binding upon the Parties hereto, their respective successors and permitted assigns. Licensor may assign, sub-licence, sell or transfer the Agreement or any of its rights or obligations hereunder, in whole or in part, to any entity or person without the consent of the Licensee.
- The rights licensed under this Agreement shall be treated separate and apart from any other rights to Program(s) or television Program(s) 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.

Standard Terms and conditions

- c) The application of this said agreement or any possible amendment or interpretation thereof shall be governed by the law of the legal seat of the Licensor.
- d) The place of performance and venue for both parties shall be the legal seat of the Licensor.
- e) The individuals executing the Agreement hereby warrant that they have the authority to bind the company which they represent.
- f) This Agreement may be executed in two counterparts, each of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic delivery in portable document (".pdf") or tagged image file format (".tiff") shall be equally effective as delivery of a manually executed counterpart of this Agreement. 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.