

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

Zmluvní partneri:	MK2 SA 55 rue Traversière 75012 PARIŽ Francúzsko Zastúpená: Nathanael Karmitz a Rozhlas a televízia Slovenska Mlynská dolina, 845 45 Bratislava IČO: 47 232 480 IČ DPH: SK2023169973 Štatutárny orgán: Václav Mika Generálny riaditeľ zapísaná: Obchodný register Okresného súdu Bratislava I., Oddiel: Po, Vložka č: 1922/B
Programy:	hrané filmy seriál 5 x 90´
Práva a definície:	Nákup licenčných práv programov pre vysielanie RTVS na televíznych programových službách Jednotka a Dvojka
Trvanie zmluvy:	Licenčná doba na 3 roky, Rozsah licencií od 1.9.2013 do 28.2.2017
Licencia na územie:	Slovenská republika
Povolený jazyk:	slovenský - dabing
Počet vysielaní:	2 vysielania
Vysielacie práva:	Terestriálne – Free TV práva
Licenčný poplatok:	10.000,- EUR
Splatnosť licencie:	50% celkovej sumy po podpise zmluvy k 31.7.2013 a pred dodaním materiálov 50% celkovej sumy k 31.8.2013
Podmienky dodania materiálu:	Úhrada 50% celkovej sumy licenčného poplatku.

Technické náklady za materiál:	žiadne, materiál bude dodaný na zapožičanie
Technické parametre materiálu:	Digital Betacam vo formáte 16:9, dialógová listina, promo material
Prístup k jazykovej verzii:	prístup k verzii povolený za úhradu 50% výrobných nákladov
Dátum dodania materiálu:	Následne po úhrade prvej – 50% splátky z celkovej sumy.
Ustanovenie o zákonnej povinnosti zverejnenia zmluvy:	doplnené v bode 10 – Special Provision
za MK2 SA	za RTVS
Nathanael Karmitz	Václav Mika generálny riaditeľ



INTERNATIONAL DISTRIBUTION LICENSE AGREEMENT

This agreement comprising the Special Conditions together with Exhibit 1 (if any) and MK2's General Conditions, hereby incorporated, constitutes the agreement between MK2 SA and the Licensee with regard to the Films referred to herein (the "Agreement"). When not defined where they first appear, words used in this Agreement are otherwise defined in the General Conditions or in the schedule of definitions attached hereto.

Subject to timely payment of all monies due to Licensor, and Licensee performance of all other terms and conditions of this Agreement, Licensor licenses exclusively to Licensee and Licensee accepts from Licensor, the Licensed Rights to the Films in the Territory for the Term and in the Licensed Version described below on all the terms and conditions of this Agreement.

SPECIAL CONDITIONS

1. PARTIES

Licensor: **MK2 SA - Société Anonyme à Directoire et Conseil de Surveillance ("The Licensor")**

Address: 55 rue Traversière – 75012 PARIS – FRANCE

Legal representative: Nathanaël KARMITZ

Licensee: **Radio a Television of Slovakia ("The Licensee")**

Address: Mlynská dolina, 845 45 Bratislava, Slovakia

Legal representative: Václav MIKA, General Director

2. FILMS DESCRIPTION: as listed in Exhibit 1

3. TERRITORY: Slovakia

4. LICENSED VERSION(S)

[X] Original Version with subtitles/dubbed in Slovak

5. TERM

5.1. With respect to all Films except THE SOFT SKIN:

The Licensed Rights are hereby granted from September 1st 2013 and for 3 (three) years thereafter (i.e: until August 31st 2016).

5.2. With respect to THE SOFT SKIN:

The Licensed Rights are hereby granted from March 1st 2014 and for 3 (three) years thereafter (i.e: until February 28th 2017).

6. FLAT FEE

6.1. Amount:

In consideration for the Licensed Rights granted in Clause 7, Licensee shall pay Licensor a flat fee of **10.000 €** (twenty thousand Euros) , (hereinafter the "Flat Fee") with an allocation of 2.000 € (two thousand Euros) per Film.

No withholding tax shall be deducted.

6.2. Payable as follows:

- **50% (5.000 €)** due on signature of the Agreement and no later than July 31th 2013.
- **50% (5.000 €)** due on technical acceptance of the Material but no later than August 31st 2013.

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6.3. Payment instructions for remittance of funds:

XXXXXXXXXXXXXXXXXXXXXXXXXX, Bank Code: XXXX, Counter Code: XXXX, Account Number: XXXX , Key code: XXXX Iban: XXXX , Swift Code: XXXX

7. GRANT OF RIGHTS AND DISPOSITION OF GROSS RECEIPTS

The rights licensed hereby, hereafter referred to as "the Licensed Rights", are granted on **an exclusive** basis and are described hereafter.

A right is licensed to Licensee only if expressly so designated by a mark in the appropriate box. Any Right not marked in the box is reserved to Licensor (the "Reserved Rights").

RIGHTS	LICENSED RIGHTS	SHARE OF GROSS RECEIPTS LICENSEE/LICENSOR
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TELEVISION RIGHTS

N/A

Pay TV (Terrestrial, Cable, Satellite)	<input type="checkbox"/> Authorized Pay TV runs: N/A
Free TV (Terrestrial, Cable, Satellite)	<input checked="" type="checkbox"/> Authorized Free TV runs: 2
Catch Up	<input type="checkbox"/>
Pay Per View	<input type="checkbox"/>

Without prejudice of provision 5 of the Special Conditions above, it is agreed between the parties that the Licensed Rights will automatically revert to Licensor after the second run. For that purpose Licensee undertakes to timely inform Licensor of the date of such second run.

8. MATERIAL

8.1. Material order:

The Licensee undertakes to order the Material of all Films no later than July 31st 2013.

8.2. Delivery:

Provided that Licensee has fully performed its obligations under this Agreement, including payment of the first instalment of the Flat Fee and Material costs (if any), Licensor will supply for each Film the following material on loan to Licensee (the "Material):

Video materials (to be invoiced at a price to be advised, unless otherwise stated)

- Digibeta Master PAL with M&E tracks if available in format 16:9
- Original dialogue and/or spotting lists of the feature and trailer (free)

Advertising materials (included in the Flat Fee and according to availabilities)

- Transparencies
- Synopses
- Music cue sheet
- Press articles

8.3. Slovak version:

Licensee undertakes to provide Licensor, upon request, with an access to the Slovak language version created only upon payment by Licensor of 50% of the declared dubbing/subtitled costs.

9. MISCELLANEOUS

This Agreement consists of the Special Conditions (which includes Exhibit 1, if any), the General Conditions (which includes the Definition of Rights) which shall together form one instrument which shall be read and construed accordingly save that in the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall prevail.

10. SPECIAL PROVISION

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According to the provisions of the Act No. 40/1964Zb Civil Code "Radio and Television of Slovakia" is obliged to publish this Agreement via Central Register of Contracts of the Government Office of Slovak Republic in its full wording.

Made in Paris, May 30th 2013

THE LICENSOR

THE LICENSEE

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EXHIBIT 1 – FILMS DESCRIPTION

1. Film:	JULES AND JIM
Original title:	JULES ET JIM
Directed by:	François TRUFFAUT
Original version:	French with passages in German and English ("Original Version") – clean version without subtitles
2. Film:	SHOOT THE PIANO PLAYER
Original title:	TIREZ SU LE PIANISTE
Directed by:	François TRUFFAUT
Original version:	French ("Original Version")
3. Film:	THE LAST METRO
Original title:	LE DERNIER METRO
Directed by:	François TRUFFAUT
Original version:	French with passages in German ("Original Version")- clean version without subtitles
4. Film:	THE SOFT SKIN
Original title:	LA PEAU DOUCE
Directed by:	François TRUFFAUT
Original version:	French with passages in Portuguese and English ("Original Version") – clean version without subtitles
5. Film:	BLACK CAT WHITE CAT
Original title:	CHAT NOIR CHAT BLANC
Directed by:	Emir KUSTURICA
Original version:	Romany with passages in Serbian, Bulgarian and German ("Original Version")- clean version without subtitles

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MK2 GENERAL CONDITIONS

The Licensor declares that he is the owner of all the exhibition rights to the Film(s), or that he is authorized by the owner and may consequently grant the rights hereunder, upon which the Licensee may rely without investigation in this respect.

1 – NATURE AND EXTENT OF RIGHTS GRANTED

a) Reserved Rights: Any rights, known or unknown, other than those granted in clause 7 of the Special Conditions are expressly excluded from this Agreement and constitute the Reserved Rights.

Consequently, this Agreement does not include, in particular the right to use scenes or musical passages from the Film(s) separately or in other film as well as the right to license excerpts of the Film(s) for use in other program.

Likewise, all Internet rights which are not specifically granted by this Agreement, such as, but not limited to, the right to exhibit, distribute and exploit the Film(s) and/or excerpts of the Film(s) on the internet, including on-line delivery and other interactive media, and Future media, whether now known (but not yet commercially exploited) or invented after the date of this Agreement, are excluded from this Agreement.

b) Clips: Licensee shall have the right to use or make available for broadcast, free of charge, up to 2 minutes of the Film(s), and up to 45 seconds of the Film(s) for use on Licensee's website, provided such uses are intended solely for the specific promotion and advertisement of the Film(s) itself.

c) TV: The satellite rights are restricted to the granted Territory.

TV5, CFI and other French TV channels broadcasting in the Territory are reserved to Licensor.

d) VOD: Should VOD Rights are granted by this Agreement, the broadcast rights to VOD platforms exploiting the Film(s) in original version only as well as Cinando and Festivalscope online resources are reserved to the Licensor.

e) Territory: The Licensee is expressly prohibited from exhibiting the Film(s) or any part thereof, or permitting it to be exhibited outside the Territory and a breach thereof shall result in seizure of such Film(s) and action for damages and cancellation of this Agreement, the rights automatically reverting to the Licensor with no further formalities.

The Licensor shall not be liable under any circumstances for fraudulent exhibition of the Film(s) by a third party in the Territory and such fraudulent exhibition shall not give the Licensee the right to terminate this Agreement.

The Licensor shall not be held responsible for the possible reception of television programs originating in other territories in the event that television rights to the Film(s) have been granted for a country not included in the Territory or territories of this Agreement.

f) Term: In case Licensee is authorized to grant its rights in this Agreement to a third party, such sub-license shall never exceed the term of this Agreement.

g) Public performance / mechanical reproduction : It is expressly understood and agreed that in the event that the exploitation of the Film(s) in the Territory by the Licensee causes fees, sums, and/or any payments whatsoever, to be due to the authors, composers and/or publishers of the Film(s)'s music soundtrack (i.e. any musical piece incorporated in the Film(s) and/or embodied in the Film(s)'s physical master delivered by the Licensor to the Licensee) and/or to any such authors/composers/publishers' societies ("société de gestion collective"), in particular in consideration for the "public performance" and/or "mechanical reproduction" of the said music soundtrack, any and all such payments shall be made by the Licensee (and/or its sub-licensee as the case may be), at its (their) sole expenses, which shall not be deemed recoupable. Licensor confirms that the synchronization of the music with the the Film(s) has duly been authorized by the music's assignees and that all related rights, i.e. publishing and mastering rights have been cleared for the purposes hereof.

h) Royalty Income:

All amounts collected by any collecting society, authors' rights organization, performing rights society or governmental agency arising from compulsory licenses, cable retransmission income, music performance royalties, tax rebates, exhibition surcharges, levies on blank Videograms or hardware, rental or lending royalties, or the like, will as between Licensor and Licensee be the sole property of Licensor and not included in gross receipts. Licensor has the sole right to apply for and collect all these amounts. If any of such amounts are paid to or collected by Licensee, then Licensee will immediately remit them to Licensor with an appropriate statement identifying the source.

The Licensor shall have the exclusive right to apply for and receive income derived from the exploitation or use of the Film(s) by means of retransmission or recording from any television broadcast collected by use of the Film(s) by means of retransmission or recording from any television broadcast collected by AGICOA UGF and similar organizations. The Licensee shall support the Licensor in collecting such monies upon Licensor's request and shall not itself claim such monies unless requested by the Licensor. In the event such monies are paid to the Licensee, the Licensee shall immediately remit 100% of such monies to the Licensor with a written statement setting forth the nature of such payment.

2 – DELIVERY OF MATERIAL

a) Material:

The Licensor undertakes to lend and to deliver or cause to be delivered to the Licensee at the latter's request and pursuant to the conditions provided hereunder, the Material required for exhibition in the licensed territory. The Material will be chargeable to the Licensee and invoiced at the market price ordered, except when on loan. The cost of delivery will be borne by the Licensee, and delivery of Material will be made via Licensee's carrier. For that purpose, Licensee shall provide Licensor with its account number.

b) Duplicating Material / Dubbing and sub-titling:

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The Licensee undertakes not to make or permit to be made any dub of either part or all of the Material entrusted to him.

In the event the Licensee is authorized to dub and/or subtitle in a foreign language, all costs shall be borne by the Licensee unless otherwise stipulated in the Special Conditions.

The Licensee undertakes to have the Film(s) dubbed or sub-titled in such a manner that the essence of the Film(s) shall not be modified by the translation of the dialogue.

In the event any of the actors have the contractual right to dub their roles themselves, the Licensee shall be obliged to honour such contractual commitment.

The Licensee also undertakes to use, exclusively and in its entirety, the music which has been used in the Original Version of the Film(s). The Licensor shall not be held responsible for consequences arising from modifications which may have been made without prior authorization.

c) Licensee Created Materials:

Licensee will provide Licensor and its designees with immediate unrestricted free access to all alternate language tracks, subtitled tracks and dubbed versions, masters, advertising and promotional materials, artwork and other materials created or authorized by Licensee to exploit the Film(s) ("Licensee Created Materials") for use by Licensor and/or its designees. Licensor is authorized to order directly the Licensee Created Materials from the suppliers. For that purpose, and upon request, Licensee will give to Licensor a laboratory access letter in the name of Licensor, for the Term of this Agreement. Licensor will pay Licensee promptly, upon request, for the actual cost of duplication and shipping to Licensor of any Licensee Created Materials and any possible applicable reuse fees.

Licensor will immediately become the owner of the worldwide copyright in all Licensee Created Material, subject to a non exclusive free license in favor of Licensee to use them during the Term solely for exploitation of the Licensed Rights. If such ownership is not allowed under a law in the Territory, the Licensee grants Licensor a non-exclusive free license to use all Licensee Created Material worldwide in perpetuity without restriction.

d) Responsibility:

All costs such as packing, transportation, insurance, customs duties and import levies and taxes, etc... pertaining to the Material shall be at the Licensee's expense, even if the shipment is made C.O.D. by the Licensor. The Licensee shall undertake all steps necessary with respect to customs in order to import the Material.

e) Evaluation of Material:

The Material will be deemed acceptable unless Licensor receives written notice of any defect within 30 days from delivery which written notice must be accompanied by a laboratory report of the specified defect(s).

If any of the Material is of a quality to make it technically unfit for the Licensee to exercise its rights hereunder, confirmed by the Licensor's laboratory, the Licensor will provide the Licensee with an available replacement material, which cost of delivery will be borne by the Licensor.

Upon return in the Licensor's laboratory of the Material (when loaned), the laboratory will make a report of the quality of the Material. If the report indicates other deteriorations than the normal use of the Material, the Material will be repaired at Licensee's sole cost. If the Material is unusable, the Licensee will reimburse the amount indicated on the original invoice made for this Material.

If the Licensee disagrees with the report established upon return of the Material, a counter evaluation will be made by the Licensor, at Licensee's sole cost, in a laboratory chosen by Licensor. Licensor agrees to rely on and accept the conclusions of this second report.

f) Property of Material:

Any Material provided by Licensor shall remain the property of the Licensor. The Licensee undertakes to inform the Licensor at any time, upon Licensor's request, of the exact location of the Material delivered to him.

None of the Material can be either attached or transferred for any reason whatsoever, including discontinuance of business, attachment, voluntary or judicial liquidation. Likewise, it cannot be held as security or attached by a third party. The Licensee undertakes not to deposit any Material in a film archive without the Licensor's written permission.

g) Return of Material:

Upon expiry of the Term or in case of termination, Licensee will return free of charge, to Licensor all Material supplied by Licensor and all Licensee Created Materials during the Term of this Agreement, unless Licensor should specify in writing that they should be destroyed in which event Licensee will supply a certificate of destruction. The Licensee shall inform all parties concerned of this fact. Shipping costs will be at Licensor's charge.

3 – CONDITIONS OF DISTRIBUTION

Except if dubbed and/or subtitled, the Film(s) shall be exhibited in the version delivered by the Licensor or its agent and the Licensee shall not make any changes or additions or make any cuts unless the Licensor or its agent has given written permission.

Specifically, Licensee undertakes:

- a) to communicate to Licensor dates of broadcasts and will use its best efforts to provide any reviews or articles appearing in the press.
- b) to comply with publicity and other requirements as detailed in clause 7 of the General Conditions below including all advertising, credit and billing requirements notified to them by Licensor on delivery of Material and not to change or delete any credit, logo, copyright notice or trademark notice appearing on Film(s) materials or graphic materials supplied by Licensor.
- c) to comply with all other obligations notify by Licensor in due time.
- d) to submit to Licensor for prior written approval all promotional and marketing elements created.

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e) to submit to Licensor for prior written approval any contract that Licensee may negotiate with third party concerning the Licensed Rights (TV/PPV broadcast operator(s)). The execution of such contract shall be dependent upon the prior written approval of the Licensor and a copy shall be supplied to Licensor. Licensee will remain in any case responsible towards Licensor, and jointly and severally liable with the said third-party.

4 – PAYMENTS

Provided that the Agreement has been fully executed, timely payment of the Flat Fee described in the Special Conditions is a condition precedent to the license of the Licensed Rights granted, and to the delivery of the Material as defined in the Special Conditions. Failure or delay in providing an invoice and/or a taxation form shall not relieve Licensee from its obligations to timely remit any and all sums due Licensor under this Agreement.

Licensee shall undertake to do immediately whatever necessary to obtain permission for remittance. Upon Licensor's request, and particularly in the event of difficulties in remitting, the sums due to Licensor will be paid by Licensee into an account opened by Licensor in a bank on the above indicated dates, and will remain Licensor's absolute property. Licensee will send Licensor a duplicate of the bank deposit statements immediately upon making the deposit. Licensee shall immediately take the necessary steps with the competent authorities for obtaining authorisations for remitting such deposits.

5 – NON-PERFORMANCE / CANCELLATION

A. Breach by Licensee

a) In the event of a breach by the Licensee of any of the terms, conditions or provisions of the Special Conditions or these General Conditions of this Agreement, and upon notice served by registered letter, fax or email with proof or receipt and if such breach has not been cured within 15 days following the date of dispatch, this Agreement shall be cancelled as a matter of right at the discretion of the Licensor, and the rights granted pursuant to this Agreement shall immediately and unconditionally expire and revert to the Licensor without any further action being required by either party.

In such event, all sums paid shall remain the absolute property of the Licensor and all sums owing shall become immediately payable to the Licensor without prejudice to its recovery of damages.

The Material shall be put at the disposal of the Licensor no later than 48 hours thereafter.

Upon reversion to the Licensor of the rights granted hereunder all monies due to the Licensee from sub distributors/TV broadcasters of the Film(s) hereunder shall be assigned to the Licensor ipso facto who shall be empowered to issue good and valid receipts.

b) Without prejudice of paragraph a), in the event of non-payment of any sum due to Licensor pursuant this Agreement, and should such breach not be cured within 30 (thirty) days following the date of dispatch of the corresponding invoice, all outstanding sums owed by the Licensee shall become immediately due, and as a penalty mutually agreed upon, these sums shall bear interest at the rate of 0.50 % for each week of delay.

The provisions contained in paragraphs a) and b) shall be applicable at the discretion of the Licensor either jointly or independently.

B. Breach by Licensor

In the event of a breach by the Licensor of its obligations in the case of non-delivery of the ordered Material, the Licensee shall have the right to demand, after notice by registered letter, fax or email with proof or receipt if such breach has not been cured within 15 days after date of dispatch, the cancellation of this Agreement and Licensor's immediate repayment of the sums paid by Licensee.

C. Discontinuance of business

In the event of discontinuance of business, private liquidation, in the event of judicial liquidation or bankruptcy, or in the event of a transfer of a controlling interest in Licensee's capital stock or other evidence of ownership, this Agreement may, at the sole option of the Licensor, be deemed and considered null and void. In the event that the Licensor exercises the said option, the rights stipulated in this Agreement shall be considered as never having been granted to the Licensee and shall automatically revert to the Licensor. The same applies to the Material. In this event, all the sums already paid will remain the property of the Licensor without prejudice of and in addition to any compensation or damage.

In the event money is still owed to the Licensor, all sums owed to the Licensee by sub-distributors/TV broadcasters for the Film(s) hereunder shall be assigned, ipso facto, up to the amount of the outstanding sums, to the Licensor who, being authorized to collect such payments, shall then be able to issue good and valid receipts thereof. The Licensee assigns to the Licensor all such claims as from the date of termination of this Agreement.

In the event money is owed by the Licensee to any creditor whatsoever with respect to the Film(s) hereunder, the Licensor may in no way be held liable for such debts.

The Licensee expressly waives all rights to set off any expenditure for Material. The Licensee shall be liable to the Licensor for any damages or losses occasioned under the Licensee's responsibility.

6 – CENSORSHIP

a) In the event that the version of the Film(s) supplied by Licensor is legally banned by government censorship in the Territory and/or if the censor requires cuts amounting to more than 20 % of the total length of the Film(s), then Licensee shall be entitled to cancel this Agreement provided, however, that the original decision of the censor be transmitted to the Licensor or its agent and be in his possession no later than two months after arrival of the Material at customs, the date of certificate from the forwarding agent being proof of the arrival date. Beyond this delay, the risk of banning the Film(s) shall be borne by the Licensee and all the money paid or falling due shall remain the property of the Licensor.

When an appeal procedure exists, the Licensee is required to appeal the decision of the censor within the period provided by law in agreement and in liaison with the Licensor. In order to do so, the Licensee shall take all necessary steps with all the legal or competent authorities of his country. In the event the decision of the censor is confirmed, the latter shall be considered final.

All costs related to the application for censorship visas shall be borne exclusively by the Licensee.

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In case the Licensor is informed within this two months period of such a banning decision or cuts requirement, the sums advanced by Licensee shall be reimbursed to him, provided that 20 % of the Flat Fee shall remain due to or be withheld by the Licensor in any case.

b) If the censorship visa is granted upon presentation of the Film(s) in the version supplied by the Licensor, the Licensor cannot be held responsible for a subsequent banning of the Film(s) in a version dubbed or sub-titled by the Licensee.

In the event the Film(s) is banned after being granted a censorship visa, the risk is entirely that of the Licensee and all money paid or falling due shall remain the property of the Licensor.

c) Neither Licensee nor any licensee of Licensee shall be authorized to cut or edit the Film(s) in any manner whatsoever without the prior written approval of Licensor following written notification to Licensor by Licensee of the proposed cuts or edits to be made in order to conform with local censorship requirements. In the event that any cutting or editing of the Film(s) is approved by Licensor, the Film(s)'s director shall be afforded the first opportunity to make or supervise such cutting or editing at Licensee's cost.

7 – PUBLICITY AND OTHER REQUIREMENTS

The Licensee shall undertake to leave the Licensor's trademarks, logos and the names of the producers, authors and actors on the Film(s)'s trailers and on all publicity material (posters, photographs...) furnished by the Licensor or its agent, to use the Material supplied to it by the Licensor or its agent, neither changing nor adding to them, nor making any cuts unless he has received written authorization from the Licensor or its agent.

The Licensee undertakes to comply with all publicity obligations, advertising, credit and billing requirements of the Licensor, not only for the new list of credits, if such exists, but for any new publicity material edited by the Licensee and approved by the Licensor. In the absence of special notification, the Licensee undertakes to comply with the publicity obligations such as they appear on the Film(s)' trailers and posters.

If the title is changed, the Licensee shall be required to submit the new title to the Licensor for prior written approval. The Licensee shall also require its sub-distributors and clients to comply with such conditions.

8 – PROHIBITION AGAINST ASSIGNMENTS

This Agreement cannot be assigned. Notwithstanding the foregoing, and provided the Licensee has sought and obtained Licensor's prior written approval, the Licensee may grant sub-licences to third parties, but the Licensee shall remain liable for the execution of its obligations, jointly or independently with its own sub-distributors/sub-licensees.

9 – LITIGATION

This Agreement shall be interpreted and governed by the laws of France. The parties agree to submit to the exclusive jurisdiction of Paris courts, France, any dispute regarding the validity, the execution or comprehension of this contract.

This Agreement contains the entire understanding of the parties regarding its subject matter, and supersedes all previous written or oral understandings or representations between the parties regarding its subject matter, if any. No modification or amendment of this Agreement will be effective unless in writing, and signed by both parties.

This Agreement is valid under the explicit condition that Licensee should return to Licensor the two copies of this Agreement duly signed within one month from dispatch of the contract by Licensor. Otherwise this Agreement shall be cancelled without further formalities at the discretion of Licensor.

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DEFINITION OF RIGHTS

TELEVISION RIGHTS DEFINITIONS

Pay TV Rights Definitions

Pay TV means *Terrestrial Pay TV*, *Cable Pay TV* and *Satellite Pay TV* exploitation of the Film. *Pay TV* does not include any form of *PayPerView* nor any form of making the Film available over the Internet.

Terrestrial Pay TV means over-the-air broadcast of Film by means of encoded Hertzian waves for television reception where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Film along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Film and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

Cable Pay TV means originating transmission of Film by means of an encoded signal over cable for television reception where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that transmits the Film along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Film and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

Satellite Pay TV means the uplink broadcast of a Film by means of an encoded signal to a satellite and its down-link broadcast to terrestrial satellite reception dishes for television viewing located in the immediate vicinity of their reception dishes where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Film along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Film and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

DSL pay TV means the broadcast of a Film by means of a digital subscriber line using digital technology over single copper twisted pair or fiber optic telephone lines across a closed transmission path/network accessible (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Film along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Film and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

Free TV Rights Definitions

Free TV means *Terrestrial Free TV*, *Cable Free TV*, and *Satellite Free TV* exploitation of the Film. *Free TV* does not include any form of *PayPerView*, nor any form of making the Film available over the Internet.

Terrestrial Free TV means over-the-air broadcast by Hertzian waves of a Film for television reception in private living places without a charge to the viewer for the privilege of viewing the Film, *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 Film for television reception in private living places without a charge to the viewer for the privilege of viewing the Film, *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 up-link broadcast to a satellite and its down-link broadcast to terrestrial satellite reception dishes of a Film for television viewing in private living places located in the immediate vicinity of their reception dishes without a charge to the viewer for the privilege of viewing the Film, *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.

DSL Free TV means the broadcast of a Film by means of a digital subscriber line using digital technology over single copper twisted pair or fiber optic telephone lines across a closed transmission path/network accessible without a charge to the viewer for the privilege of viewing the Film, *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 DSL television system will be deemed a charge to the viewer.

Pay Per View Rights Definitions

Pay Per View means *NonResidential PayPerView* and *Residential PayPerView* exploitation of a Film(s). *PayPerView* does not include any form of *Pay TV* or *Free TV*, nor any form of making the Film(s) available over the Internet.

Residential PayPerView means the broadcast of a Film(s) by means of an encoded signal for television reception in homes or similar permanent living places where a charge is made to the viewer for the right to use a decoding device to view the broadcast of the Film(s) at a time designated by the broadcaster for each viewing.

NonResidential PayPerView means the broadcast of a Film(s) by means of an encoded signal for television reception in hotels or similar temporary living places where a charge is made to the viewer for the right to use a decoding device to view the broadcast of the Film(s) at a time designated by the broadcaster for each viewing.

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