



GENERAL TERMS AND CONDITIONS

CONSIDERATIONS

- A. FCCE BV is the distributor of the Content as mentioned in the License Agreement and Attachment A;
- B. Licensee wishes to acquire and FCCE has agreed to grant the license to produce or have produced and broadcast or have broadcast programs with the Content. The license is considered to be granted under the conditions set out in these General Terms an conditions together with the License Agreement;
- C. Parties wish to confirm the conditions of their agreement, which are set out in this document, also referred to as Attachment B in the License Agreement, together with the License Agreement;

1. LICENCE

- A. Subject to prompt payment of the Licence Fee and the material costs in accordance with the Terms of Payment and due performance by the Licensee of all its obligations hereunder, the Licensor hereby grants to the Licensee the Licenced Rights.
- B. Licensee shall use the provided Content for the performance of its obligations in this agreement and shall not under any circumstances develop, produce, distribute or exhibit programs or exploit any other activities with or based on the Content outside the scope of the rights granted under this agreement. The Licensor reserves to itself all rights other than those hereby specifically granted to the Licensee.
- C. Licensee undertakes that a screen credit shall be given to FCCE BV on each Episode as agreed in the License Agreement.
- D. If Licensee has not been in breach of any part of this agreement, Licensee has the exclusive Option to renew the Licence for subsequent Terms under the conditions set out in the License Agreement. The starting point for negotiations on the conditions of such renewal will be formed by the conditions for the first term, except that the License Fee will be negotiated.
- E. FCCE BV has no obligation to grant a License for subsequent terms. If no renewal shall be granted, then Licensee shall immediately return all material to Licensor and shall not keep any copies thereof. Only if Licensor has notified Licensee that all material must be destroyed instead of returned, Licensee is permitted to do so.

2. PAYMENT OF LICENCE FEE(S)

- A. The Licensee shall pay the Licence Fee in accordance with the Terms of Payment at the time or times therein set forth without offset deduction counterclaim or credit for any claim that the Licensee may assert against the Licensor and time of payment is of the essence.
- B. All Payments due under this agreement are exclusive of all taxes and will be made by Licensee within 30 days after receipt of invoices from FCCE BV.
- C. FCCE BV reserves the right to charge the Licensee with interest on any monies due which shall be in arrears and unpaid. Such interest will be calculated upon amount owing at the rate of the equivalent to three percent (3%) per annum above the going rate of "De Nederlandsche Bank" for the whole period during which such monies ought to have been paid until date of payment.

3. ASSIGNMENT

This agreement is exclusive to and for the sole benefit of the Licensee and Licensee shall not assign, transfer, sub-license, sub-distribute, mortgage, charge or in any other way dispose of any of its rights and interests or obligations under this agreement to any person or organisation without the prior written consent of Licensor.

4. THE LICENSOR'S WARRANTIES

The Licensor represents and warrants to the Licensee that:

- A. the Licensor has holds all necessary rights and permissions to enter into this agreement and, to its best knowledge, does not infringe any rights of third parties, to grant the Licenced Rights and that the Content and the copies thereof furnished by the Licensor to the Licensee will be free and clear of any and all liens and encumbrances.
- B. The Licensor hereby agrees to indemnify Licensee against any and all actions, claims, costs (including reasonable legal fees), damages, demands or expenses arising out of any breach or non-performance by Licensor of any of its representations, warranties, undertakings and agreements in this agreement.

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- C. The performing rights in all musical compositions and sound recordings contained in the Content are either (i) controlled by the Performing Right Society Limited ("PRS") and/or an affiliated collecting society and Phonographic Performance Limited ("PPL") and/or an affiliated collection society (as the case may be) or (ii) are in the public domain or (iii) are controlled by the Licensor.

5. THE LICENSEE’S WARRANTIES:

Licensee hereby represents, warrants, and undertakes that:

- A. it has the right, power, and authority to enter into and fully perform this agreement;
- B. it shall inform Licensor of any infringement of the License by third parties and as may be necessary assist Licensor in taking all necessary steps to protect and maintain its rights.
- C. Licensee hereby agrees to indemnify Licensor against all actions, claims, costs (including legal costs), damages, demands and expenses arising out of any breach or non-performance by Licensee of any of its representations, warranties and undertakings under this agreement.
- D. to keep at all times all crucial data as confidential; Licensee shall (1) take all necessary precautions against and (2) be responsible for: (a) events of any fraud with respect to the rights to and/or (b) any unauthorised access to, disclosure, release or use of the Content; the Licensee shall indemnify and hold the Licensor harmless from any and all claims, demands, damages, costs by any participant and/or any person and/or entity regarding such matters;
- E. With respect to musical works and/or sound recordings controlled by PRS or PPL and/or similar societies the Licensee shall be solely responsible for obtaining and paying for any performing, broadcasting or diffusion licences required in respect of the use of such musical works and sound recordings hereunder.
- F. It will fully promptly and effectively indemnify and keep indemnified the Licensor in respect of any loss, damage, claim, costs (including legal costs) expense or any other liability whatsoever incurred by the Licensor and attributable to a breach by the Licensee of any of the terms of this Agreement.

6. DELIVERY AND DELIVERY MATERIAL

Delivery to the Licensee's premises or to its agent or to a common carrier or to any shipping agent designated by the Licensee of the material to be supplied shall be deemed due delivery and the Licensor shall not be liable for any loss or delay attributable to delivery to any agent and the cost of shipping and insurance of the Material to be supplied shall be borne by or charged to the Licensee.

7. EXAMINATION OF DELIVERY MATERIAL

- A. Upon receipt of each copy of the Content the Licensee shall promptly examine the same to determine whether it is physically suitable for production and (for transfer to videotape for) transmission as provided for hereunder. If any such copy is unsuitable and only in such event Licensee may give immediate notice thereof to the Licensor specifying the particular defect and upon receipt of such notice The Licensor shall furnish a substitute copy. Unless the Licensor receives a notification in writing as to a defect within fourteen days following delivery and at least 21 days prior to first scheduled transmission each copy received by Licensee shall be deemed accepted as satisfactory.
- B. In the event that the materials are returned to the Licensor in a faulty or damaged state and the faults and/or damage is attributable to the Licensee, the Licensee shall be liable for the cost of the materials. The Licensor shall notify the Licensee of any such faults and/or damage within 60 days of receipt of the materials.

8. RESTRICTIONS ON CUTTING AND CREATION OF LANGUAGE VERSIONS

- A. The Licensee is allowed to use the content in an other production. shall transmit the Programme in the form delivered by the Licensor and shall not modify add to or take away from the same without the Licensor's prior consent nor shall the Licensee alter the screen credits.
- B. The Licensor grants to the Licensee the right to produce and (have) transmit the content in a language other than that in which the materials therefor are delivered hereunder, the Licensee shall have the right to dub or subtitle the Programme into the Licensed Language at the Licensee's sole cost and expense.
- C. Licensee hereby represents, warrants, and undertakes that the finished programme / content and all exploitation forms (if licensed to licensee) of the Content shall be in accordance with the image of the original content and will not contain anything which is obscene, defamatory or which is likely to bring FCCE BV and / or any person, subject or company into disrepute;
- D. the finished program shall be of equivalent production quality to the original Content as manifested in the videocassette(s) / DVD thereof supplied by FCCE BV;

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9. TRANSMISSION DATES

If no specific transmission dates are designated overleaf the Licensee shall from time to time but at least 15 days in advance thereof furnish the same to the Licensor. Transmission (including re-runs) of the content should be within the Licensed Period.

10. CESSATION OF TRANSMISSION RIGHTS

When the Licensee reaches the maximum number of transmissions permitted under this Agreement its right to transmit, or work in any other form with the Content or any part thereof shall thereupon terminate. The Licensee's failure to complete the maximum number of transmissions on or before the expiration date indicated overleaf shall not extend the term of the Licence Period nor shall it relieve the Licensee of its obligations to pay the total Licence Fee and the Material costs nor shall it entitle the Licensee to receive any refund of any proportion thereof.

11. LICENSEE'S COVENANANTS

The Licensee covenants that:

- A. It will not work with or permit the transmission of the Content except in accordance with the Licensed Rights.
- B. It will not work with nor permit the transmission of the Content beyond the expiry of the Licence Period or in excess of the maximum number of transmissions provided for pursuant to the Licensed Rights.
- C. (Save as otherwise herein specifically provided) it will not permit or allow the Content to be used in any form, exhibited or transmitted by any other party.
- D. It will not make or authorise or permit any third party to make any copies of the Content save as may be necessary for the proper exercise by the Licensee of the Licensed Rights.

12. COPYRIGHT AND OWNERSHIP OF TRANSMISSION MATERIALS

- A. Subject only to the Licensed Rights hereby granted the Licensee hereby assigns to the Licensor the full copyright in and to any version(s) of the Content in the language created by the Licensee hereunder for the full period or periods (including any and all extensions or renewals) thereof and thereafter (insofar as possible) in perpetuity and agrees that the physical property in the language master videotape(s) of the Programme and any derivative(s) thereof shall upon creation become the absolute and unencumbered property of the Licensor. Within 7 (seven) days after the earlier of the expiry of the Licence Period or its earlier termination as provided for pursuant to Clauses 17 or 18 below and the first transmission of the Content the Licensee shall at its own expense despatch to the Licensor or to such third party as the Licensor may designate such Licenced Language master videotape(s) and derivative(s) thereof and shall in addition permit the Licensor during the Licence Period full access to such masters for the purpose of manufacturing copies therefrom and shall if requested by the Licensor provide film or videotape copies thereof at laboratory cost.
- B. The Licensee shall execute do and deliver all such acts deeds and instruments as the Licensor may at its own expense from time to time require for the purpose of confirming or further assuring its title to the rights assigned and/or granted or intended to be assigned and/or granted to the Licensor pursuant to this Clause 11.

13. RECORDS

Licensee undertakes and agrees:

- A. to keep proper records relating to the number of Episodes which have been produced and/or transmitted with the Content;
- B. to provide Licensor with exploitation income schedules, if any right for exploitation are granted, every 3 months during the Licence Period, reflecting the gross income of merchandising and other ancillary rights products, price money and cost prices of all merchandising and other ancillary products;
- C. to permit Licensor or it's duly authorised representatives (including a registered accountant) at all reasonable times and on request to examine such records and exploitation income schedules and take copies and extracts therefrom;
- D. that in the event that the examination of the records and exploitation income schedules of Licensee or certified transmission reports of broadcasters reveals that the payments made by Licensee are less than the amounts that should have been paid, then, without prejudice to any other rights and remedies available to Licensor in respect of such underpayment:
 - a) Licensee shall immediately pay Licensor the amount of such underpayment; and
 - b) Licensee shall reimburse to Licensor on request the cost of the examination undertaken by A3M including, but not limited to, the fees of any accountant retained by A3M in connection therewith.

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14. PROMOTIONAL AND COMMERCIAL USE OF MATERIALS

- A. Licensee is not allowed to exploit the Content in any other way than is agreed upon in the License Agreement.
- B. No advertising promotional or display material based on the Content, originated by the Licensee or any sponsor of the Content or such sponsor's advertising agency shall be used without the Licensor's prior written consent.
- C. The Licensee shall not in any event use for the purpose of any commercial tie-in or tie-up the name or likeness of any project, movie or person (actors, actresses, producers directors and or supporting players and the like) appearing in or connected with the Content.
- D. The Licensee shall comply with all the Licensor's instructions with respect to any damage control if any rights are violated and shall indemnify the Licensor against any damage or expense (including reasonable attorney's fees) that the Licensor may suffer or incur by reason of the Licensee's failure to observe such instructions.

15. TAXES

The Licensee shall bear without any deduction from the Licence Fee all taxes now or hereafter in effect that are or may be (i) imposed or based upon the Licensee's exhibition possession or use of the Content and/or the copies thereof supplied or made hereunder or upon the grant of the Licensed Rights or the exercise of the Licenced Rights or (ii) computed by reference to the Licence Fee(s) however determined paid or payable hereunder and it is agreed that:

- A. The word "taxes" as herein used shall include without limitation taxes fees assessment charges imposts duties levies and excises whether designated as withholding sales gross income gross receipts personal property storage use consumption licensing compensating excise privilege taxes or otherwise howsoever.
- B. To the extent that such taxes are paid or borne by the Licensor the Licensee shall reimburse the Licensor therefor on demand and upon its failure to do so the Licensor shall have all the remedies herein provided for in respect of the collection of non-payment of the Licence Fee (or any part thereof) in addition to whatever other remedies it may have by law.

16. EXCHANGE CONTROL RESTRICTIONS

- A. If by reason of any laws or currency regulations in force within the Territory the Licensee shall be prohibited or restricted from making payment of the Licence Fee or any part thereof or of any other monies payable to the Licensor hereunder at the time when the same are due and payable to the Licensor, the Licensee shall immediately advise the Licensor in writing. The Licensor shall be entitled at its option either (i) by giving notice in writing to the Licensee to terminate this Agreement or (ii) to direct the Licensee to deposit the monies due in a bank account in the Territory to be nominated by the Licensor or to pay the same promptly to such person in the Territory as the Licensee may nominate.
- B. In the event that any sums are required by the Governments or other fiscal authorities in the Territory to be deducted from the Licence Fee or any other monies payable to the Licensor hereunder the Licensee shall be entitled to deduct from payments due to the Licensor hereunder only those sums actually paid to the Governments or other authorities referred to above and subject always to a reimbursement of the Licensor as provided for pursuant to Clause 15 above. The Licensee shall use its best endeavours to minimise (by lawful means only) the amount of such deductions and in respect of all such sums deducted by the Licensee, the Licensee shall provide to the Licensor all applicable certificates of deduction.

17. SUBSTITUTION

If the Licensor's right to grant the Licensed Rights with respect to the Content is successfully challenged by any third party the Licensor may by mutual agreement with the Licensee substitute the Content that it deems to be equivalent failing which the Licensor may terminate this Agreement with respect to the Content and if the Licensor so elects to terminate:

- A. The Licence Fee shall cease to be payable and if and insofar paid shall be returned to the Licensee.
- B. The Licensee shall and does waive all claims for damages or any other remedy that may arise from such termination other than its entitlement to be under no obligation to pay the Licence Fee.

18. LICENSEE'S DEFAULT

- A. If the Licensee fails to make payment of the Licence Fee or any part thereof when due or if it defaults in any of its other obligations hereunder and fails to make payment or to remedy its default within 10 days after written notice from the Licensor or if the Licensee is adjudicated a bankrupt, becomes insolvent or makes an assignment for the benefit of creditors or if a receiver liquidator of trustee is appointed over its assets or affairs the Licensor shall have the right in addition to whatever other remedies it may have by law to terminate this Agreement wholly or in part by written notice to the Licensee in which event the entire unpaid balance (if any) of the Licence Fee and all of the Material Costs shall immediately become due and payable.

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B. Termination of this agreement, for whatever cause, shall not cancel any indebtedness of Licensee to Licensor, and in the event of such termination or upon expiration of this agreement all rights granted to Licensee herein shall immediately revert to Licensor.

19. FORCE MAJEURE

If the Licensor is delayed in or prevented from making delivery of the Contents herein provided by reason of any act of God, labour difficulties, injunctions, judgments, adverse claims, fire, flood, transportation tie-up, public disaster or any other cause beyond its control or if the Licensee is delayed in or prevented from transmitting the Content as herein provided by reason of any of the aforesaid contingencies neither party shall be liable to the other for the delay or failure so to perform and the term Licence Period shall be deemed extended for a period equal to the duration of the contingency unless such extension shall conflict with any rights in the Content already granted by the Licensor in which case this Agreement shall be terminated forthwith on service of notice in writing upon the Licensee by the Licensor. In the event that such termination shall be by reason of force majeure circumstances affecting the Licensee the Licensee shall upon such termination pay fifty per cent of the Licence Fee to the Licensor however if such termination shall arise by reason of force majeure circumstances affecting the Licensor the Licence Fee shall not be payable and to the extent pre-paid shall be refunded to the Licensee.

20. TERMINATION PROVISIONS

Upon the expiration or other termination of this Agreement the Licensee shall (unless specifically requested by the Licensor in writing to destroy or erase the same in which event the Licensee shall carry out such destruction or erasure within 14 (fourteen) days of the said expiration or termination and shall provide to the Licensor a written certificate of destruction or erasure signed by a principal officer of the Licensee) deliver to the Licensor at the Licensee's cost all materials supplied by the Licensor to the Licensee hereunder in connection with the Content together with any copies thereof made by the Licensee.

21. LICENSOR'S RIGHTS TO ASSIGN

The Licensor shall have the unfettered right to mortgage, pledge, assign or otherwise to transfer the benefit and burden of this Agreement. The Licensee recognises that lenders may be induced to advance sums to the Licensor on the security of this Agreement. Accordingly the Licensee shall if required in writing by the Licensor pay to any chargee or assignee all monies due to the Licensor pursuant to this Agreement without offset deduction counterclaim or credit for any claim that the Licensee may have or assert against the Licensor.

22. NO ASSIGNMENT BY LICENSEE

This Licence shall not be assigned by the Licensee to any other third party without the Licensor's written consent nor shall it be assignable by operation of law insofar as the Licensee is concerned.

23. GENERAL PROVISIONS

- A. This Agreement shall not be modified varied or waived in whole or in part except in writing signed by both parties.
- B. A waiver by either party of any breach or default by the other party shall not operate or be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.
- C. Any notices given or required to be given hereunder shall be in writing and shall be sent by fax or by recorded or registered post to the parties at their respective addresses shown overleaf and shall be deemed to have been delivered five days after the date of posting thereof if posted or when the proof of transmission is received if sent by fax.
- D. These General Terms and Conditions (Attachment B) together with the License Agreement and the Description of the Content (Attachment A) is complete and embraces the entire understanding of the parties at the date hereof relating to the subject matter hereof, and any amendments, changes or modifications shall have legal effect only if made in writing and signed by both Parties.
- E. The clause headings in this Agreement are for information only and do not form part of this Agreement.
- F. This Agreement is subject to the Laws of the Netherlands and the parties hereby submit to the exclusive jurisdiction of the Dutch Courts in respect of the adjudication of any disputes arising hereunder.

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