
**Production and License Agreement
for an international series entitled
“The Biggest Game Show in the World / Intercountries”**

This Production and License Agreement (“Agreement”) is made as of the date signed below and is between:

(1) MISTRAL PRODUCTION

and

(2) MTVA

And

(3) NUMUVEE

PARTIES:

(1) **MISTRAL PRODUCTION**, a French company whose registered office is at 68-70 rue Fernand Pelloutier, 92100 Boulogne Billancourt, France

(Hereinafter referred to as “**Mistral**”);

(2) **MTVA**, whose registered office is at 101016 Budapest, Naphegy tér 1. HUNGARY

(Hereinafter referred to as “**MTVA**”).

(3) **NUMUVEE**, whose registered office is at 2300 Ráckeve, Tölgyfa utca 8 HUNGARY

(Hereinafter referred to as “NUMUVEE”).

PREAMBLE

It is understood by the Parties that for the creation and production of the television series called “THE BIGGEST GAME SHOW IN THE WORLD”,

- a) **MISTRAL** is the holder of the international rights of the Format and the producer of the national and international series of the “THE BIGGEST GAME SHOW IN THE WORLD / intercountries”.
- b) **MTVA** is the Licensee representing the broadcaster.
For this series, **MTVA** is and will be all along the production process, the official representative of the Broadcaster.
- c) **NUMUVEE** is the executive producer for **MTVA** of the “Series” defined below.
- d) **MISTRAL** agrees to grant **MTVA** the exclusive rights to broadcast the Series based on the Format for exploitation in the Territory.

MISTRAL and **MTVA** have agreed to produce a series of “THE BIGGEST GAME SHOW IN THE WORLD / Intercountries” and **NUMUVEE** is the executive Producer for **MTVA**.

For this purpose, the Parties have agreed the following points:

Definitions

In this contract, unless the context otherwise requires, the following expressions bear the meanings shown:

- the “**Distribution Rights**” means the right to distribute the Series and any subsequent series (if produced) in all media and all over the world;
- The “**Broadcaster**” is the media that will be granted the Series broadcasting rights in the Territory and as identified hereafter.
- The “**Format**” means the original format of “The Biggest Game Show in the World” (hereafter “the Format” or “BGW”) based on the “Intervilles” TV Game Shows. “Intercities” is a French format created in 1962 by Guy Lux and Claude Savarit under the name of Intervilles, (“Intercities” in English). The Format is described in Schedule 1 of the General Conditions.
- The “**Format Fee**” means 10% of the Production Budget paid to Mistral as rights holders of the Format.



- The “Country” or The “Territory” means the territory where The Series will be broadcast by the Broadcaster as specified in Section 2.3 below.
- the “Location” means the place where the production of the Series will be recorded.
- the “Production Budget” means the share of the total production budget paid to Mistral by **MTVA** for the production of the Series.

However, it’s agreed between the Parties that, at the request of **MTVA**, the production of the Series is ensured by **NUMUVEE**. Consequently, **MTVA** will contract with **NUMUVEE**, in a separate agreement, which states that **MTVA** pays to **NUMUVEE** the amount due for the executive production of the Series and **MTVA** will ensure the Artistic coordination of the Series with **NUMUVEE**.

MTVA will be the only responsible of the executive production provided by the **NUMUVEE**.

No action can be exercised against **MISTRAL** for whatever reason (particularly financial claims) relating to the production of the Series by **NUMUVEE** especially of the name chosen for the Hungarian series should be different from “THE BIGGEST GAME SHOW IN THE WORLD”.

- the “Series” means 13 television programmes (hereinafter referred jointly “Programmes” or “Episodes” and individually “Programme” or “Episode”) based on or derived from the Format; each Programme with a running time (not including commercials) of 52 minutes up to 90 minutes if other duration of each Programme is not determined by **MTVA** and/or the Broadcaster. By “Series” the parties mean the version adapted from the Format (with a special host) and edited for the Territory of 13 Episodes produced by **MISTRAL** and **MTVA**. No rights granted under this Agreement shall give **MTVA** and **NUMUVEE** any rights on interest in any other versions of the series based on or derivated from the Format or the 13 Episodes produced hereunder except for the rights specifically granted to **MTVA** under this Agreement.
- The Broadcasting Rights means the right to broadcast the Series on the channels of the Broadcasters.
- The “Term” means the term during which **MTVA** or the Broadcaster may exercise the licensed Rights. The Term shall commence on the first broadcast day of the Series and shall last for 12 months. Should all the runs have been used by **MTVA** before the end of the 12 months, then the Term will end at the end of the last broadcast of the last Episode of the Series, which means that the Term will be shorter than 12 months. Should **MTVA** decide to license 2nd season of the Format, the Term will automatically be prolonged by an additional 12 months.
- “Licensed Language” means **HUNGARIAN**
- The “Participants” or “Contestants” are the teams that take part in the game competitions featured in the Series (herein “Competition”).

MISTRAL and **MTVA** have decided to produce a series of “THE BIGGEST GAME SHOW IN THE WORLD” and **NUMUVEE** is the executive producer for **MTVA**.

For this purpose; the parties have agreed the following points:

Terms of agreement

PART A: SPECIFIC CONDITIONS

1- SPECIFICATIONS OF THE SERIES AND OF MISTRAL

- 1.1 The 2014 Series is organized for 4 to 6 **participating countries**.
- 1.2 **The Location** will be in the city of Budapest in Hungary, exact place will be confirmed no later than 3 weeks before the shooting.
- 1.3 The **master-tapes** will be delivered in hard disk via the LSM in Prores 4.2.2.
- 1.4 **Planning of shooting:** The shooting will be organized as detailed in Schedule 2 of the General Conditions.
- 1.5 The **production and recordings** will happen very likely from May 13th to May 20th 2014, with a date off the May 18th, but these dates may be postponed by giving written notice to the other Parties up to 4 weeks before the 1st day of shooting.
- 1.6 **The bible of the Series** will be delivered to **MTVA** no later than 4 weeks before the 1st day of shooting.
- 1.7 **MISTRAL** shall be responsible for all items and services for the production of the Series, including all related costs and expenses, set forth in Section 1 and 2 of the General Conditions, which is attached hereto and the Parties agree that the requirements of Section 1 and 2 of the General Conditions are material terms this Agreement.

2- CONDITIONS FOR MTVA

- 2.1 **MTVA** shall pay to Mistral as a production fee ("Format Fee" included) an amount of **585 000 Euros** for the 13 shows of the Series Ex VAT to Mistral.

This amount is an amount of 585.000 Euros (five hundred and eighty five thousand Euros) net for Mistral.

Any taxes (such as bank taxes or withholding taxes) generated in **Hungary** will be paid by the **MTVA** in order for Mistral to receive **585.000 €** net.



However, as explained above in the Definitions of the "Production Budget", The Parties agreed that **MTVA** pays the entire amount above to **MISTRAL** and **MTVA** is in charge to pay the amount due to **NUMUVEE** for the executive production of the Series.

If **MISTRAL** doesn't succeed in enforcing its claim against **NUMUVEE**, **MTVA** will be the responsible of the executive production provided by the **NUMUVEE**.

The Parties agreed that the Hungarian translation of **THE BIGGEST GAME SHOW IN THE WORLD** should be "Játék Határok Nélkül". For this title, **NUMUVEE** has a trade mark protection, and therefore **NUMUVEE** grants the right to use this title (trade mark) pursuant to this agreement (and the General Conditions) and acknowledges that the amount paid by **MTVA** for the executive production involves the royalties for such uses.

It's agreed between the Parties that **NUMUVEE** and **MTVA** will not use the title of the Series (translate or not translate) in any other Television Episode without the written prior agreement of **MISTRAL**.

- 2.2 **MISTRAL** grants to **MTVA** on behalf of the Broadcasters exclusive broadcasting rights of each Episode of the Series for 3 runs (1 run being 1 broadcast and 1 repeat within 7 days) in the Territory during the Term.

The Broadcasters will have the exclusive rights to broadcast the Series under the conditions defined in the article 15 of the General Conditions "TELEVISION RIGHTS".

Notwithstanding the conditions provided in this article 15 of the General conditions, The Broadcasters have also the rights to broadcast the episode of the Series, in streaming via satellite, cable and internet (only if it's geoblocked) and in Free VOD including 7 days of free catch-up, only in the Territory and during the Term.

It is already agreed that the 1st day of the 1st broadcast of the Series on the Broadcaster Channel shall be in **January 2015**. Broadcast frequency will be on a weekly basis.

- 2.3 **The Territory** means the **territory of HUNGARY**. Nevertheless, **MISTRAL** acknowledges that the satellite signal of the licensed stations from EuroBird9A satellite used by Licensee may be received outside the Territory. **MISTRAL** agrees that this overspill of the satellite signal to the extent it exists shall not constitute a breach hereto.

- 2.4 **The Broadcasters** are **MTV Nonprofit Zrt** and **Duna Tv Nonprofit Zrt** on the exclusive following channels: **M1, M2 and DUNA**. with their heads offices at 1016 Budapest, Naphegy tér 1. **HUNGARY**.

DUNA World is not included in the Broadcasters.

- 2.5 **MTVA** should send to **Mistral** the list of the contestants, the number of meals ordered (*Mistral can provides dinners on production site when shooting for a standard price of 18 € -excluding taxes- per person, at **MTVA's** expenses*) at the latest 2 weeks before the first day of shooting.

- 2.6 **NUMUVEE** shall be responsible for all items and services, including all related costs and expenses, set forth in Section 3 to the General Conditions which is attached

hereto and forms part of this Agreement and the Parties agree that the requirements set out Section 3 of the General Conditions are material terms this Agreement. Any such costs and expenses shall be over and above the Production and License Fees.

3- TERMS OF PAYMENT

MTVA will pay fees for the services of shooting the Series to MISTRAL according to below items:

A- MTVA will pay the amount stated in paragraph 2.1 to MISTRAL as stated below:

- 10% of the amounts due shall be paid at the signature of the contract and at the latest, the 5 May 2014 ;
- 90% at the latest on 15 February 2015, before getting all the digital tapes with the Series' record.

Following the **MTVA** request, MISTRAL has exceptionally accepted that the payment schedule above, including that the second payment (90% of the total amount), will be paid by the **MTVA** to MISTRAL, only in February 2015. However, the acceptance of MISTRAL is subject to the following conditions:

To ensure the payment of amounts due to MISTRAL in 2015, **MTVA** shall obtain a bank guarantee corresponding to the 90% of the total amount. This bank guarantee should be irrevocable and payable on first demand of MISTRAL.

MTVA will provide to MISTRAL a copy of the bank guarantee before May 31th, 2014, that is an essential and determining condition without MISTRAL would not have signed this Agreement.

In the event that **MTVA** may not provide the copy of the bank guarantee before the previous date, then the balance payment must be made no later than no later than June 6, 2014.

These sums shall be paid by Swift transfer to the account of MISTRAL subject to receipt of a valid invoice which will be issued by MISTRAL before the shootings.

As request by **MTVA**, and as stated above, the Parties agreed that **MTVA** pays the entire amount at **MISTRAL** and **MTVA**, in a separate agreement, pays **NUMUVEE** for its work of executive production of the Series.

B- MISTRAL undertakes to bear all French interbank transfer charges but not the ones of **MTVA**'s bank.

C- All the payments should be made by international transfer with currency of Euros directly to the bank account of Mistral. The details of bank account for Mistral are:

Crédit Agricole
49 boulevard de la République
92210 Saint Cloud - France
Account name: Mistral Production
Account Number:
Bank: 18 206

Agency number: 00 282
Account number: 35 67 61 74 001 (14)
IBAN: FR76 1820 6002 8235 6761 7400 114
Bank Identifier Code: AGRIFRPP882

4- CANCELLATION

Should **MISTRAL** not manage to secure a budget large enough to produce the Series, it will be allowed to cancel production of the Series no later than 4 weeks before the 1st day of shooting.

In such event, **MTVA** shall have no obligation to pay the amounts stated in Section 2 above. In the event, **MISTRAL** have received prior payments from **MTVA**, **MISTRAL** will reimburse, with no delays, the amount(s) already received from **MTVA**.

5- SPECIFIC CREDITS

MTVA shall include on all transmission copies of the produced Episodes by or under the control of **MTVA** the following additional credits (in addition to the credits details in the "GENERAL CONDITIONS") in a position, size and prominence to be agreed between the Parties:

"Many thanks to the city of [the city supporting the shooting], to the Conseil Général [of the city supporting the shooting], the Conseil Régional [of the city supporting the shooting] and to the Office du Tourisme [the city supporting the shooting]" with the logos. The logos of these entities will also appear on the stage.

In case of differences between the Specific Conditions and the General Conditions, the Parties agree that the Specific Conditions above mentioned shall prevail.

FOR MISTRAL PRODUCTION
SIGNED by Olivier Charpentier
CEO



FOR MTVA
Company's name: MTVA
SIGNED by dr Szabó László Zsolt
President



2014 MAI 07



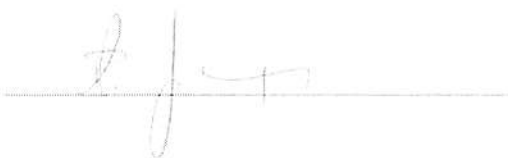
FOR NUMUVEE
Company's name : NUMUVEE

Signed by Timea TOMPA, CEO

Timea Tompa


HuMueve Hungary Kft.
Cím: 2300 Ráckeve, Tolgya utca 8
Adószám: 23394739-2-13
Cégjegyzékszám: 13-09-147899
10400164-50526585-49901005
HUG07 1040 0164 5052 6585 4990 1005

József MIKLÓS FARKAS, CEO

József Miklós Farkas


** Please sign and stamp each pages*

[Large diagonal signature or stamp area]

PART B: GENERAL CONDITIONS

6- DESCRIPTION OF THE SERIES

1.1 The Programme

- Duration of each Programme of the Series: 52 minutes minimum (if other duration of the Programme is not determined by **MTVA** and/or the Broadcaster). Should the duration of the Programme be more than 52 minutes it should not have any effect on the production organization of Mistral and it should not have duration longer than 90'.
- "The Biggest Game Show in the World" is based on 13 episodes, of which the first 10 episodes are qualification shows, the 2 following episodes are the semi finals, and the last episode is the Final.
- Number of games: minimum 40 different games mixed in 13 shows
- 6 games per show (including 2 baby bull games and the wall of the champions).
- The Programmes will be recorded in live conditions (live on tape) with 10 to 12 cameras.
- The stage will make no less than 2500 m²
- There will be 4 to 6 participating countries.
- Apart from the cameras provided by Mistral on location and the camera that **MTVA** should bring, each party may, at their own cost, bring along more EFP crews with cameras for personalized extra footage.
- During the recording, each regional Host will receive time to explain the game rules on the main set in his local language. On a location of the set, to be determined by **NUMUVEE**, each regional Host will have a designated area from which to comment on the Competition. From this designated location, the regional Host may also interview the Contestants, including members of his team or Contestants from other teams

1.2 The Format

"The Biggest Game Show in the World" is a format based on the Format called "Intervilles", including its most popular games.

Overview: 13 episodes of a competition between 4 to 6 participating countries.

The information detailing which country plays in which show will be given at the latest 2 weeks before the 1st day of shooting.

The rules of the competition as well as the general rules of the shooting are detailed in schedule 6.

These rules may change upon notice given in writing by Mistral, no later than 2 week before the 1st day of shooting or after this date if all the participating countries agree.

1.3 The shooting

Two shows are shot per day and per country

All the participating countries play together in both shows.

1.4 The Games

6 games are played within each show.

During the 1st five games of each show, 4 countries confront each other to win as many points as possible.

These points will be converted into advantages in the last game: The Champions Wall.

The last challenge of each show is a relay game in which 3 contestants, per country, have to climb a wall.

With the advantages won during the 5 first games, some contestants will start with an advantage, others lower down, (only the first contestant of each country will have advantages, the other ones will start from the bottom).

The Champions Wall, which is based on strength, is the last and most important game in each episode. All participating countries have the possibility to win up to the end of the show, even if they were not the leading team, as the winner will be the quickest team to arrive at the top of the game. Therefore, with The Champions Wall, the suspense is kept until the end of each show.

The goal of this game for each team is to obtain the best time at the relay.

1.5 The Contestants

The contestants should be sportive and flexible and should be able to climb The Champions Wall. Only 3 contestants (3 men) will participate in the Final episode gathering all the countries in the same episode.

The teams can be made up of students, celebrities, collaborators from the same company, village, sport association.

Each team of participants should be made of 12 contestants by show (7 men and 5 women).

There is no top limit for the number of participants for a country.

There are just a minimum number of 27 participants (17 men and 10 women).

1.6 The Referees

A referee, chosen by Mistral, accompanied by 2 assistants, will be in charge of keeping an eye on the progress of the competition. For all games, the referee

will assign points to each country. Its decision shall be final

7- RIGHTS, GOODS AND SERVICES TO BE SUPPLIED BY MISTRAL

Mistral undertakes and agrees that it will supply to **MTVA** the following rights, equipment and services in connection with the Series:

a) Concerning the Episodes:

- The Format rights and the expertise in the production of large international TV game shows required for the co-production and broadcasting of the Series including the right to co-produce the Series and/or, the right to adapt, edit the Format, the rights to advertise the Format
- All of the necessary equipment and structures required to create the games selected (including baby bull games)
- The specific costumes for the games for each contestant, but will not provide the shoes, tee shirts, swim suits and shorts of the contestants.
- The core team of the production: a Director, a Production Manager and a Technical Crew highly experienced in this kind of TV program.
- All the necessary consultation support to produce the Series.
- The music of the Series (the original sound-tracks of the "BGW" TV Games Shows) on CD-ROM or DVD and the list of musical compositions of the Series specifying their duration and authors (holders of rights).
- The rights to broadcast the musical compositions of the Series (only the ones managed by YLCO Music a company affiliated to MISTRAL), performances of musical compositions as part of the Series in the Territory subject to the payment of the appropriate rights by the Broadcaster if there is any such requirement under the current legislation of the Territory.
- On the site: light, sound and video technical facilities and highly experienced staff for the shootings of the Series.
- The audience who will assist the shootings of the Series,
- The master-tapes in hard disk via the LSM in Prores 4.2.2 with each Program record will be delivered to **MTVA** at the end of the shootings of the Series directly on the site and shall include:
 - a tape of the program of the live Episode;
 - the iso tape from the crane or a large view of the game being played
 - + 1 tape will all the graphics in order to be able to edit the Series
 - One tape of a second program made by a switcher
- The tapes will be recorded clean with no graphics,
- The sound tracks will be recorded as detailed in the document in schedule 3.

- On site logistics arrangements during shooting to receive the co-production team as well as the contestants.
- The shows will be recorded on hard disk via the LSM in Prores 4.2.2
- On site presence of The Red Cross and security service
- The graphic animations needed to edit the Programs to be delivered to broadcaster no later than the last day of recording and all the necessary rights related to the broadcasting of the series.
- The complete and distinct production timetable for each day of the shooting of the Series, [see annexed Schedule 2]
- The rules of the competition and refereeing for each game of the Program.
- The Trophy for the winner of the final match.
- A bible of the "BIGGEST GAME SHOW IN THE WORLD" TV Games Shows, "keys in hand", describing the Shows and including in particular: a 52 minutes breakdown of each TV Game Show, a complete story-board describing exactly each TV Game Show, a drawing of each TV Game Show.

Mistral will not deviate from the terms of the delivery of master-tapes with each Programme record and other materials and will deliver master-tapes with each Programme record and other materials agreeable to the standards of the professional television as detailed in schedule 4.

b) Concerning the Contestants and production team

- Briefing and guidance of the host(s) and referee(s),
- All the costumes and protection gears for the contestants.
- Mistral will share its expertise and explain to **MTVA** how to proceed in order to find participating teams.
- Badges for the teams,

c) Concerning insurance

- A General Liability Insurance Policy for the Series which covers claims that could arise from bodily injury and/or property damage to the general public, the film crew, production staff and/or Contestants taking part in the games.
- An insurance policy for the Series to insure against the risks of cancellation due to bad weather conditions (only when shooting happen outside). In case of cancellation due to bad weather condition, Mistral will only reimburse to **MTVA** the Production and License fees and not the compensation explained in paragraph 8.1.
- An insurance policy to cover the loss of each of the Beta tapes of the Series, up to **MTVA** received the tapes.

8- ITEMS IN CHARGE OF NUMUVEE

NUMUVEE undertakes and agrees that it will supply the following equipment and services in connection with the shooting / production of the Series:

a- All salaries and expenses of its staff including the following key people (8 people):

- 1 Executive / Head of Delegation
- 1 Director
- 1 Script (fluent in French),
- 1 Production assistant
- 1 cameraman + 1 camera and tapes to shoot the host,
- 1 interpreter to make all required translations during rehearsals or shooting of the games with the teams and during the shows,
- 1 host. He or she will present the Programs and teams (the profile of the host is described in Schedule 5)
- 1 captain

b- Other tasks

- The international transportation to and from the stage of shootings of the broadcaster teams and contestants of the Games.
- Accommodation and meals (Mistral may provide extra meals on production site at the price of 18 Euros + VAT at NUMUVEE's expense), and all off-site expenses for MTVA's team and the contestants, (including hotels, transfers, meals) are on the charge of NUMUVEE.
- Video and sound editing of the Programs.
- The non-playing participants should stay in the audience to support its country
- Costumes for the host (and make up and brushing if required)
- Insurance (complementary to Mistral's insurance as detailed hereafter in article 24)
- Finding the contestants that will be participating in the shooting of Series (and the supporters if NUMUVEE wishes to have any),
- Getting from every contestant a signed copy of the general rules (Schedule 6), the statement of health and the release form. (as stated in Schedule 7)
- Respecting and making sure all its participants and its production staff respect the general rules detailed in Schedule 6.
- Making sure that all the contestants will come to the shows with the following equipment:
 - o 1 identity card to get the costumes,
 - o 1 ID picture for the access badges,
 - o 1 white tee shirt and 1 white short,
 - o 1 pair of white tennis shoes,
 - o 1 extra set of dry clothes,
 - o 1 large towel.

NUMUVEE takes the engagement to bring all the contestant teams at the latest 45 minutes before the time planned in schedule 2. In case of delay, which would delay all the shootings, NUMUVEE will pay to MISTRAL a fine of 3000 Euros per 30 minutes of delay. If MISTRAL doesn't succeed in enforcing its claim, it's reminded that MTVA acting as guarantor for NUMUVEE, MTVA will pay in place of NUMUVEE, if NUMUVEE doesn't respect its obligations.

9- RIGHT TO ADAPTATION

MTVA agrees that it will not bring any substantial adaptations to the Format and further agrees to grant, at no cost for all the world and for any kind of exploitation in any and all media now known or hereafter devised, to Mistral all adaptations that MTVA may make to the Format for its locally produced version of the Series. MTVA further agrees that it will not make nor be entitled to claim any rights to the Format or any possible adaptations. It will ensure compliance with this clause by all its employees and by any third parties working on the Series who will be required by MTVA and MISTRAL to sign all documents necessary to transfer any and all rights that they may have acquired by law or otherwise to the Series, as a result of their contribution to the production of the Series, to Mistral.

The Parties all acknowledge that this clause is material and of the essence to this Agreement so that the Parties would not have entered into this Agreement without its inclusion herein.

10- ACCEPTANCE OF THE SERIES

NUMUVEE will accept the master-tapes of the Episodes of the Series at the end of the production schedule by signing the document attached as Schedule 8.

During the production period, MISTRAL shall deliver the tapes for inspection by the representatives appointed by NUMUVEE. If the delivered master-tapes do not correspond to the artistic and/or technical requirements of this Agreement, NUMUVEE shall be entitled not to accept the defective Episode. In such case MISTRAL shall use good faith to eliminate all the defects of which it has been notified by NUMUVEE and/or deliver new high-quality master-tapes no later than 2 (two) calendar days after receipt of the notice of THE COPRODUCER.

All the acceptance forms should be given to **NUMUVEE** no later than two (2) days after the production schedule ends. No further remarks or requirements of modifications will be accepted after the end of the of such two-day period.

11- WITHHOLDING TAXES

All payment should also be net for Mistral of any possible withholding taxes. For the avoidance of doubt, should **MTVA** pay a withholding tax, the tax will be added to the amount set forth in Section 2 of the Specific Conditions in order for Mistral to receive the net amount specified.

MTVA shall also undertake to bear the interbank transfer charges, which may be payable on the sums due to Mistral.

12- SPONSORSHIP

The Parties understand and agree that **MTVA** has the exclusive rights to insert sponsorship materials as well as advertising materials in its version of the Series made for the Territory.

The only place on the stage where **MTVA** will be allowed to insert sponsorship materials on boards is behind its host

Mistral shall also be entitled by **MTVA** to insert logos and names of sponsors in the Programmes (+ the names and logos of the city, region, department and Tourism office where the shooting happens or will be supposed to happen) by the reference of the sponsors names or trademarks and logo on the stage and in the end credits of the Programmes.

Mistral shall keep **MTVA** informed of the identity and activity of the sponsor, nature and quantity of sponsorship materials.

13- CANCELLATION OR DELAY OF SHOOTING DUE TO MISTRAL

Mistral will conduct all the necessary arrangements to organize the proper shooting of the Series and respect the time-table of the shooting of the Series as detailed in schedule 2.

Nevertheless, in case of delay or cancellation of production, the parties agree the following:

- 13.1 In the event of unexpected external difficulties (such as very bad weather), **MTVA** will exceptionally accept one day of delay with no compensation. In the event the delay lasts for more than one day due to unexpected external difficulties (such as very bad weather), Mistral will cancel the shooting of the

Series and Mistral shall refund **MTVA** any and all the amounts already paid. No additional compensation will be paid to **MTVA** which is advised to secure its own insurance for his costs to cover cancellation or delay due to unexpected external difficulties (such as very bad weather). In case of cancellation due to unexpected external difficulties (such as very bad weather), **MTVA** shall have not have any rights to broadcast, in its Territory, to any Episodes of the Series already produced.

- 13.2 If the Production of the Series is delayed due to unsolvable technical problems, Mistral shall refund, upon **MTVA** request, compensation equivalent to 5% (five percent) of the License Fees set forth in Section 2 of the Specific Conditions for each day of delay in production (namely each day the production was delayed from the original plan in Schedule 2), with a maximum of 4 days of delay. After 4 days have elapsed, Mistral will cancel the production of the series and refund to **MTVA** all amounts already paid according to Section 2 of the Specific Conditions less 20% (20% in total is 4 days x 5%). In case of cancellation due to technical problems, the Broadcasting rights hereby granted and pertaining to the produced Episode shall be cancelled.

- 13.3 In case of "last minute" technical problems on games structures, Mistral will be freely allowed to change and/or transform the concerned game(s) with respect to the balance of the concerning Episode and of the Series. Mistral shall not be held responsible for a breach of this contract and notably due to problems caused by **MTVA**, such as: absence of the Script, of the host, of a team; refusal of a team to participate in a game, participating team arriving late, and incapability of the host.

- 13.4 Mistral shall not be held responsible for delay due to problems caused by **MTVA**, such as: absence of the Script, of the Host, of a team; refusal of a team to participate in a game, or delays caused by one or several participating team(s) arriving late, and incapacity or failure of the Host, or any party contracted for by **MTVA**, to perform.

- 13.5 Mistral shall not be held responsible in case of any cancellation by any country (that cannot be under his control) in the Competition. Mistral shall also not be held responsible in case withdrawal from the Competition of any country during production of the Series. In such case Mistral will make its best to adjust the competition and to maintain the production with one less country.

- 13.6 Should Mistral cancel the participation in the shooting of the Series, for any other reasons as hereby defined, Mistral shall immediately refund all the payments made by **MTVA**.

In this case Mistral shall immediately deliver to **MTVA** all video materials of the Series and any music created for the Series (if any) before such cancellation. The rights hereby granted by **MISTRAL** to **MTVA** shall remain valid under the conditions defined by this Contract.

- a- Should this cancellation happen, any time before 1 month and the 1st day of shooting, Mistral shall pay to **MTVA** a compensation equivalent to 5% of the amounts set forth in Section 2 of the Specific Conditions .
- b- Should this cancellation happen, anytime after the 1st day of shooting, Mistral shall pay to **MTVA** a compensation equivalent to 10% of the amounts set forth in Section 2 of the Specific Conditions.

14- CANCELLATION BY **MTVA**

Should **MTVA** cancel its participation in the Series, **MTVA** shall immediately pay to Mistral the following compensation:

- a- fifty percent (50%) of the amounts set forth in Section 2 of the Specific Conditions if the cancellation happens between the date of the signature of the Agreement and 2 months before the 1st day of rehearsal or commencement of production of the Series;
- b- sixty-five percent (65%) of the amounts detailed in Section 2 of the Specific Conditions if the cancellation happens between 2 months and 1 month before the 1st day of rehearsal or commencement of production of the Series;
- c- seventy-five percent (75%) of the amounts detailed in Section 2 of the Specific Conditions if the cancellation happens between 1 month and 2 weeks before the 1st day of rehearsal or commencement of production of the Series;
- d- one hundred percent (100%) of the amounts detailed in Section 2 of the Specific Conditions if the cancellation happens 2 weeks or less before the 1st day of rehearsal or commencement of production of the Series.

15- TERMINATION

- 15.1 If **MTVA** fails to make the payments of the Production fee and Licence fee as specified in the Specific Conditions of this Agreement, Mistral shall be entitled to terminate this Agreement and the licence given to **MTVA**, with immediate effect following receipt by **MTVA** of written notice from Mistral specifying the default on the payment, and **MTVA** shall fail to cure the default after a period of twenty one (21) working days from the date of such notice (and subject always to the prior receipt by **MTVA** of a valid invoice in respect of such payment). In such case **MTVA** would immediately lose all rights to broadcast the Series based on the Format.

- 15.2 Should any Party during the Term of this Contract make any assignment for the benefit of, or make any disposition in favour of the creditors or any action or proceeding under bankruptcy or insolvency law is taken against the concerning Party including without limitation the appointment of a receiver liquidator or trustee in bankruptcy or if this Party shall effect a voluntary or compulsory liquidation of assets (other than for purposes of amalgamation or reconstruction), the other Party shall be entitled to terminate this Contract and the licence attached, in respect with immediate effect by giving written notice to this Party.

16- NAME OF THE SERIES AND REGISTRATION OF RIGHTS

Once the Parties have agreed on the best translation of THE BIGGEST GAME SHOW IN THE WORLD in the language of **MTVA**, Mistral will register the name in the Territory with the possible help from **NUMUVEE** and **MTVA**.

MTVA hereby agrees that it shall NOT use the title chosen for the series in any other television programme without the written prior agreement of Mistral.

12- LOGOS, TRADEMARKS AND SERVICE MARKS

Mistral hereby grants **MTVA** exclusive rights to use titles, logos, trademarks and service marks for the "BIGGEST GAME SHOW OF THE WORLD" TV Games Shows (hereinafter – Logos) by means of television broadcast and internet exploitation in the Territory according to the rights granted by Mistral.

In order to avoid any doubts **MTVA** is also entitled to use the logos for marketing-advertising purposes as well as for the

purposes of announcing of the Series and/or the Programme.

13- COMMERCIAL REFERENCE AND USE OF EXTRACTS

MTVA authorizes Mistral to quote its name as a commercial reference to its potential or existing customers on any media known or unknown to date. It also authorizes Mistral to use part of the shows of the series to promote the Format to its potential or existing customers or to edit any trailers in any country around the world

Mistral is entitled to use at no cost around the world for commercial and non-commercial purposes, extracts of the edited version of **MTVA** of the shows of the Series (with a duration of 3 minutes maximum for each extract).

14- ITEM TO COMMUNICATE TO MISTRAL BY MTVA AND NUMUVEE AND DISTRIBUTION MATERIAL

MTVA will promptly send to Mistral the following information and items:

- The ratings of each Episode of the Series in its Territory, as detailed as possible.
- The records of all the broadcasts that have happened. Those records which should be official certificates shall detail the reference of the Episode, the broadcaster and time slot and should be sent to Mistral after each run.

NUMUVEE will promptly send to Mistral the following information and items:

- Any pictures and press reviews relating to the Series.
- one (1) copy on PAL DVD and one (1) copy in HD 16/9 1920-1980p (at **NUMUVEE** expenses) of all the episodes of the series ; These copies should be in international version for the distribution, which means that the voice of the host(s) should be on a separate track.
- one (1) copy in DVD and one in HD 16/9 1920-1980p of the trailers made for the Series.
- The music cue sheets of each episode

15- TELEDIFFUSION RIGHTS

THE COPRODUCER shall have the exclusive rights to use the Series or the Programme and/or any of its part or component by means of their television broadcast (whether terrestrial, satellite and/or cable

transmission or any other means of television transmission whether now or hereafter invented) on channels of the Broadcaster, throughout the Territory. Such rights include the rights for **MTVA** of the Series and/or Programmes on the broadcasting channel during the 12 months following the end of the Series production. **MTVA** is aware that some foreign version of the Format may be broadcast on international channels in the Territory.

MTVA shall have the exclusive right to use any part or component of the Series and/or Episodes for promoting and announcing of the Series and/or Episodes in the Territory

MTVA shall have the exclusive right to adapt, edit and otherwise change the Series and/or Episodes or any part or component of the Series and/or Episodes for broadcasting of the Series and/or Episodes in the Territory.

MTVA shall have the right to translate, dub, subtitle and voice over the Series and/or the Episodes in any languages commonly used in its Country.

MTVA shall be entitled to grant on its behalf the Broadcaster (but only to the Broadcaster named in the "SPECIFIC CONDITIONS") with the rights to use the Series or the Episodes and/or any of its part or component as stated above. Mistral shall execute, verify and deliver such documents and perform such other acts as **MTVA** may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing the rights to use the Series or the Programme and/or any of its components and the assignment thereof.

16- EXCLUSIVE RIGHTS

The exclusivity given to **MTVA** only concerns the exclusivity to produce and edit the adult version of the Format and for a Series specifically for the public of its Territory and with participants from its Territory, and to broadcast the Series in the Territory (analogical or digital). It does not extend to the possible broadcast by satellite (possibly integrated in cable offers) in the Territory of other versions of the Format produced around the world and broadcast in the Territory via International Channels of the other broadcasters around the world or to ready-made series that would have been sold prior to the signature of this agreement.

17- PROPRIETY OF THE VIDEO MASTERS AND DISTRIBUTION

RIGHTS OF THE EDITED SERIES OF MTVA

The video masters of the edited series of **MTVA** will be will be operated as follows:

- The video masters of the edited series of **MTVA** will belong 50% to Mistral and 50% to **MTVA**.
- **MTVA** grants the Distribution Rights of its edited Series to Mistral or its agent throughout the world (other than in the Territory).
- For the distribution of this Series, Mistral will get a commission of twenty five per cent (25%) of gross receipts including all distribution expenses and, thereafter, the balance will be split fifty percent (50%) to **MTVA** and fifty percent (50%) to **MISTRAL**, after deduction of the copyrights to the Authors of the Format (500 Euros per show and per country). Any residual costs shall be approved in advance by the parties (such approval not to be unreasonably withheld or delayed). All such approved residual costs shall be deducted in first position from gross receipts arising from such exploitation. For the avoidance of doubt the commission shall be inclusive of any sub-distributor, sub-licensee or agent's commission or expenses.
- any complementary revenues earned in the Territory and throughout the world for any other use of the tapes (video, DVD ...) will be shared 50/50 between **MTVA** and **MISTRAL**, after deduction of the copyrights to the Authors of the Format (500 Euros per show and per country).
- Mistral and/or its licensee will be allowed to broadcast the Series in the following French Speaking countries : French speaking African countries, Switzerland, Belgium, Canada and Luxembourg, at no cost and will be allowed to dub or re-edit the Episodes of the Series, for this purpose, at its own costs.
- **MTVA** will have no rights on the other images and videos, (even on the ones including its national team), shot for the other countries and/or for an international version.

18- ANCILLARY RIGHTS

Ancillary Rights are not included in the contract.

19- INTERNATIONAL SONGS AND SOUNDTRACKS

NUMUVEE recognize that the only soundtracks allowed to be used (synchronized) for the Series are the soundtracks given by **MISTRAL** in the DVD called Music's of "The Biggest Game Show in the World", which **YLCO Music** is the editor of.

Mistral is not empowered to give permission to use any other international music, soundtracks or songs.

In such a breach by **NUMUVEE**, **NUMUVEE** shall take all responsibilities and liabilities pertaining to the chosen music

NUMUVEE will commit itself to make sure any other music than the ones given by Mistral possibly used in the edited series will comply fully with the International rules for music and author rights and will be cleared for international distribution, meaning that **NUMUVEE** will have obtained the rights to use the music in the Series and will have fulfilled the payment of the rights for the music and songs used.

It may also happen that some countries ask to use national or international soundtracks or songs in some episodes of the Series of **THE BIGGEST GAME SHOW IN THE WORLD** and that these music are recorded on the tapes given by Mistral. It is the responsibility of each broadcaster / producer to make sure that they are allowed to use these music's and **MISTRAL** will not take any responsibilities regarding the rights of these music's, soundtracks and songs.

If by any chance, Mistral Production would receive any claims for the use of music not managed by **YLCO Music**, Mistral will forward the claim to **NUMUVEE** and **MTVA**, which will ensure that the responsibility of the company is not engaged.

20- OPTION

MTVA shall be granted to an exclusive option for an exploitation in the Territory to take part in the next international series based on the Format, (the "Option"). Such Option shall commence on the date of this agreement, and be exercised by written notice to Mistral within **(a)** three (3) months from the first transmission (diffusion) of the last episode or **(b)** ten (10) months from the last day of shooting the Series, whichever is the earliest (the "Option Period").

In the event that the Option is not exercised then upon expiry of the Option Period then Mistral shall be entitled to find a new co-producer in the Territory without any further notice to **MTVA**.

21- CREDITS

NUMUVEE shall include on all transmission copies of the Programme issued by or under the control of **NUMUVEE** the moving logo of **MISTRAL** and the following credits in a position, size and prominence to be agreed:

- The logo of MISTRAL, MTVA and NUMUVEE
- An executive production from NUMUVEE
- The list of the main positions for the staff of Mistral, namely: the 2 producers, Yves Launoy and Olivier Charpentier; and the Director;
- "An original format "Intercities" created by Guy Lux and Claude Savarit developed by Mistral Production, France";
- "Distribution: Mistral Production – France"

22- WARRANTIES

Mistral warrants and represents to MTVA as follows

- i. Mistral controls all intellectual property rights pertaining to the Format, the games and the competition. MISTRAL warrants that the Format and its adaptations are wholly original and has not been copied or adapted from any other work of copyright;
- ii. The grant of rights contained in this contract and the full exercise of those rights during one calendar year from the signature of the contract will not infringe the rights of any third party and that MTVA may use all the rights granted to MTVA under this contract without any payments to third parties;
- iii. Mistral has the full right and ability to enter into this agreement and to grant the licence and give the warranties and representations herein contained.
- iv. MTVA will have the sole and exclusive right to broadcast the Series as well as any Episode of the Series by the granted Television Rights only in the Territory during the duration determined in the specific conditions of this contract.

Should MTVA receive any claim made by the holder of any rights licensed under this contract, MTVA should forward it to Mistral

23- FORCE MAJEURE

Neither party shall be liable for any breach of its obligations under this contract resulting from causes beyond its reasonable control including but not limited to fires, strikes, riots, natural disasters, state of war ("an Event of Force Majeure").

Should one or more than one country use the case of "Force Majeure" to cancel its participation in the Series, then Mistral will try to postpone the production of the Series or to reschedule the Series without the missing countries.

If an event of "Force Majeure" would result in the termination of this Agreement, MTVA shall have no responsibility and obligation for paying further any sums to Mistral (except the sums that could be due at the date of the event of Force Majeure and that would have not been paid on time) while Mistral can keep the amounts already paid (or to be paid at the date of the event of Force Majeure) by MTVA as a compensation for its work already done.

24- INSURANCES OF NUMUVEE

NUMUVEE will obtain and maintain a production insurance with respect to all production and post-production and all services to be provided by NUMUVEE in connection with the production of the Series and especially the following insurances (complementary to Mistral's insurances):

- A repatriation insurance policy for the production team of NUMUVEE ("Europe Assistance", for instance)
- A personal accident insurance policy for the production team of NUMUVEE.
- A public liability insurance for the production team of NUMUVEE.

25- CONFIDENTIALITY

All information and material supplied by MISTRAL is to be treated as confidential and will only be used or disclosed by MTVA AND NUMUVEE to third parties for the purposes of the development of the Format into the Series. MTVA AND NUMUVEE will take all reasonable commercial steps to notify such third parties of the confidentiality of such information and material. MTVA AND NUMUVEE will ensure that any of its employees, officers or agents who have access to the information will keep such information secret and confidential and will not use the same for their own purposes or for the purposes of any third party.

Except for any prior specific authorisation in writing by MTVA AND NUMUVEE to such disclosure or unless such information has been previously disclosed to the public, MISTRAL undertake to MTVA AND NUMUVEE that it will treat as confidential the terms of this agreement together with all information whether of a technical nature or otherwise relating in any manner to the business or affairs of MTVA AND NUMUVEE as may be communicated to Mistral hereunder or otherwise in connection with this contract and will not disclose such information to any third party and will not use such information, other than the purposes of this

contract **MISTRAL** will ensure that any of its employees, officers or agents who have access to the information will keep such information secret and confidential and will not use the same for their own purposes or for the purposes of any third party., Confidential data if requested, can be disclosed and made publicly accessible according to legislation on the publicity of data of public interest MTVA and NuMuvée shall inform MISTRAL in a such case

26- NOTICES

Any notice required under this Agreement shall be made by fax or international courier (such as UPS, DHL, Chronopost or Federal Express) at the address mentioned above for each party

27- GENERAL

- a. This contract contains the entire understanding between the parties and cannot be modified, amended or enlarged except by way of an instrument in writing executed by all the Parties hereto.
- b. Nothing in this Licence shall constitute a partnership between Mistral, **MTVA** and **NUMUVEE** and nothing shall create a relationship of principal and agent between Mistral, **MTVA** and **NUMUVEE**.
- c. If any provision of this contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part this Licence shall continue to be valid as to its other provisions and the Parties will gather in order to rewrite in good faith the invalid clause
- d. In case of dispute, controversy or claim arising out of or relating to this contract including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it, the Parties agree to seek to resolve said dispute, controversy or claim through an initial attempt to reach an amicable settlement through a meeting, in person, of their respective representatives (or their specially appointed delegates) and counsel.

If no settlement can be reached within 1 month (30 calendar days) after the notice of the dispute by fax, then the arbitration period shall begin and the dispute, controversy or claim shall be referred to and finally resolved by Arbitration in Equity. The proceedings law shall be French law.

The place of the arbitration shall be Paris. The language of the arbitration shall be French if all Parties are French or French speaking. Otherwise, the language shall be English.

There shall be 3 arbitrators acting as referees "amiable compositeurs".

Each Party shall nominate an arbitrator and said arbitrators shall, in turn, nominate the third arbitrator to act as President of the Arbitral Tribunal

- The nomination of the 2 initial arbitrators must take place within 1 month (30 calendar days) after the official beginning of the arbitration period.
- The nomination of the president must take place within one month (30 calendar days) of the nomination of the latter of the 2 initial arbitrators.

Should any difficulty arise during this nomination process, it may be brought by one or both parties before the President of the Paris Tribunal de Grande Instance in "référé".

In such case the President of the Paris Tribunal de Grande Instance in "référé" will be asked to nominate a single arbitrator, and the Parties agree that the dispute will be arbitrated by this sole arbitrator, acting as referee (amiable compositeur)..

The decision arrived at by the Arbitral Tribunal or the judiciary appointed sole arbitrator shall be final and binding and no appeal shall lie therefrom. Judgment upon the Award rendered may be entered in any court having jurisdiction.

The costs of the arbitration shall be divided between the parties as the Arbitral Tribunal sees fit.

- e. If this Contract is executed with two different languages; both versions should be valid and legally binding. If any misunderstanding arising out of translation between two different languages, English version will be referred to and will always prevail.
- f. There are 3 copies of the Contract, with **MISTRAL** holding one copy, **MTVA** 1 copy and **NUMUVEE** 1 copy.
- g. This contract comes into force upon the signature hereof by authorised representatives of the Parties and will be effective up to the complete fulfilment of obligations of the Parties under this contract.

 * Please sign and