

Televisión Metropolitana, S.A. de C.V.
CANAL 22 3481624

Atletas N°2 Edificio "Pedro Infante"
Col. Country Club C.P. 04220, México D.F.
5544-9022 *correo@canal22.org.mx

www.canal22.org.mx

Ciudad de México a 25 de junio de 2018

Ref.: DP/220/211/2018

Lic. Gabriela Yesenia Vázquez Martínez
Directora de Asuntos Jurídicos
Presente.

De conformidad con los procedimientos establecidos remito a usted tres ejemplares originales del contrato por derechos de exhibición con el número **I 4/5/2018** debidamente formalizado que se relaciona a continuación:

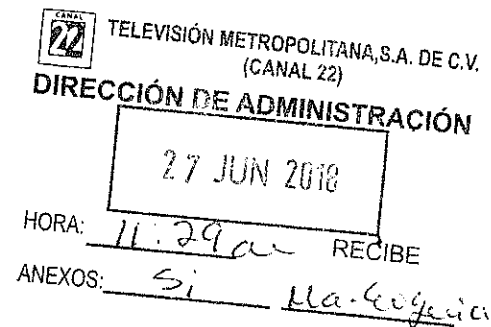
- Contrato número **I 4/5/2018**, por el uso de licencia de uso derechos no exclusivos de exhibición suscrito con la empresa **BETA FILM GMBH**.

Cabe mencionar que esta contratación fue autorizada en la Primera Sesión Ordinaria del Comité de Obras Audiovisuales de esta Entidad, con sustento en el artículo 16 de la Ley de Adquisiciones, Arrendamientos y Servicios del Sector Público.

Sin otro particular, reciba un cordial saludo.

ATENTAMENTE


LIC. ABEL ALEXIS FLORES SANHUEZA
DIRECTOR DE PROGRAMACIÓN



C.c.p Lic. Alfredo Marrón Santander. Subdirector General de Producción y Programación. - presente
C Victor Mancilla Escobar.- Director de Finanzas.- presente
Lic - Alejandra Ayala Arroyo Directora de Administración. - presente.

07.05.18
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21/4/18
21/4/18

TELEVISION LICENSE AGREEMENT

between

Beta Film GmbH
Grünwalder Weg 28d
82041 Oberhaching
HR Munich B 143 023
Germany

- hereinafter called "Licensor"

and

Televisión Metropolitana, S.A. de C.V.
Atletas 2, Edificio Pedro Infante
Col. Country Club – Delegación Coyoacán
04220 México D.F.
México
RFC: TME901116GZ8

- hereinafter called "Licensee"

WHEREBY THE PARTIES AGREE AS FOLLOWS:

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GRANT OF RIGHTS:

Subject to the Special Conditions of the attached "Schedule" which is by this reference deemed incorporated in its entirety into this Agreement and the General Conditions hereinafter set forth and timely payment of the License Fee set out in the Schedule Licensor grants to Licensee and Licensee accepts the "television transmission rights" (as defined in II.1) to the "Program" for the License Period, the number of runs, the License Territory, and further stipulations indicated in the Schedule. "Program" as used herein shall mean the total of programs prescribed in the Schedule whether a single motion picture or a series of pictures is concerned.

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CONTINUED ON REVERSE SIDE: 1 4/3/2018

GENERAL CONDITIONS

1. DEFINITION OF RIGHTS GRANTED

1.1 The Free Television transmission rights ("Free-TV rights") shall mean the exclusive right to transmit the Program in such version(s) and by such transmission methods as set forth in the Schedule whereby the following definitions shall be applicable:

- a) "Terrestrial Free-TV rights" shall mean the right to transmit unencrypted television signals carrying the Program by means of over-the-air VHF or UHF transmissions intended for and capable of reception by the public on a television receiver only in the Territory as defined in the Schedule.
- b) "Cable Free-TV rights" shall mean the right to transmit unencrypted television signals carrying the Program by means of any cable system used for television transmissions intended for and capable of reception by the public on a television receiver only in the Territory as defined in the Schedule.
- c) "Encrypted satellite-to-cable Free-TV rights" shall mean the right to transmit encrypted satellite television signals carrying the Program for decryption by cable operating services by means of any supplemental technical devices for unencrypted cable retransmission intended for and capable of reception by the public on a television receiver only in the License Territory as defined in the Schedule.
- d) "Encrypted direct-to-home satellite Free-TV rights" shall mean the right to transmit encrypted satellite television signals carrying the Program for direct decryption in private homes by means of any supplemental technical devices distributed only to viewers in the License Territory as defined in the Schedule.

Regarding the transmission methods under c) and d) it is explicitly excluded and any failure to comply shall be deemed a material breach of this Agreement to make available or permit to make available any devices capable of decryption of the satellite signals



carrying the Program outside the Territory as defined in the Schedule.

e) "Unencrypted satellite Free-TV rights" shall mean the right to transmit television signals carrying the Program in such dubbed language version(s) as set forth in the Schedule to a geostationary satellite whose broadcast reception area ("footprint") is located substantially within the Territory as defined in the Schedule intended for and capable of reception by the public on a television receiver only in said Territory. Any satellite broadcasts made or permitted by Licensee capable of reception by the public in territories other than those defined in the Schedule or parts thereof but intended for reception by the public in such territories shall be deemed a material breach of this Agreement and entitle Licensor to immediate termination hereof. For the purpose of this Agreement a satellite broadcast capable of reception by the public outside the Territory defined in the Schedule shall be deemed intended for reception by the public in such territories and therefore be unauthorized if

- (i) the Program signals to be received carry or also carry language versions other than the licensed dubbed language version(s), or
- (ii) the Program is interrupted by advertising spots promoting goods or services available in said territory in consideration of which Exhibitor realizes any proceeds, or
- (iii) the Program signals are retransmitted by a cable or microwave system in said territory for reception by the public. However, the simultaneous relay of any broadcast of the Program outside the License Territory which is under the authority of international agreements and/or for which a system for making copyright payments to copyright holders through a collection agency exists shall not be in breach of this Agreement. Any proceeds collected by such agencies are payable to Licensor.

Licensee shall within 7 days after each transmission send to Licensor a statement setting forth the date, the day and hour, and the place of emanation of each telecast of the Program.

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1.2 The advertising right, i.e. the right to telecast excerpts from the Program for the purpose of program announcement, excerpts being limited to the following maximum length:

- 3' excerpts per 90' title or longer,
- 2' excerpts per one com. hour title
- and 1' excerpts per half com. hour title or shorter.

This includes the right to promote the Program in printed publications customary in the trade.

1.3 The rights granted herewith do not include e.g.:

- a) the right to transmit the Program by means of other television transmissions systems than expressly granted hereby, especially unencrypted satellite television, the transmission over non-commercial free television stations, Pay-TV or interactive television systems;
- b) viewing on demand (television/video-on-demand) including online services.

1.4 All these rights and all other rights not expressly granted to Licensee under this contract (including but not limited to all video rights, the theatrical and non-theatrical rights) are retained by the Licensor.

2. MATERIAL

2.1 As soon as possible, following the complete execution of this Agreement, if not otherwise indicated in the Schedule, Licensor shall deliver to Licensee at Licensee's expense the materials of the Program as described in the Schedule.

All costs of delivery and return of the material such as (but not limited to) transportation costs, handling charges, import duties, insurance fees and custom charges shall be paid by Licensee.

Licensee will be responsible for all defects, losses and damages which might occur to all prints/tapes/masters and other materials on route to and from Licensee and while same are in Licensee's possession, and Licensee will take out customary insurance which covers the said responsibility of Licensee.

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- 0107/CA-1 "HIGAL FICHE 1 COPIES/1000"
- 2.2 Following receipt by Licensee of the material Licensee shall examine same to determine if it is physically suitable for exploitation according to this Agreement. If within 30 days of receipt thereof Licensee has not given written notice to Licensor of any defects, the material shall be deemed accepted. If Licensee does give such notice, Licensor shall at its sole discretion either i) remedy such default or ii) submit to Licensee a substitute program or iii) delete the Program from this Agreement and reimburse Licensee any payments made with respect to the deleted program. All other rights and remedies Licensee may have under this Agreement, law or equity are hereby excluded.
 - 2.3 The delivered material shall at all times remain the property of Licensor and Licensor shall also be entitled to the property rights in any prints/tapes/masters and other material of the Program produced by Licensee. Licensee shall not give third parties access to any material unless necessary for the exploitation according to this Agreement.
 - 2.4 Upon expiration of the rights hereby granted Licensee shall at its own cost and at Licensor's choice either (i) deliver to Licensor or to another address given by Licensor all prints/tapes/masters and other material supplied by Licensor and/or produced by Licensee, or (ii) destroy the same and send to Licensor a certificate of such destruction, unless otherwise provided for in this Agreement.

3. COMPENSATION

- 3.1 In consideration of the rights granted to Licensee herein Licensee shall pay to Licensor the respective sums stipulated in the Schedule.
- 3.2 There shall be no deductions whatsoever from any payments made to Licensor under this Agreement on account of bank charges, withholding or remittance taxes, conversion taxes or for any other reason, it being the intent hereof that the License Fee payable to Licensor under this Agreement shall be a net amount, free and clear of any tax, levy or charge whatsoever.

4. ADAPTION AND LANGUAGE VERSION

- 4.1 Licensee shall exploit the Program in its entirety in the form delivered by Licensor and shall not change the title of the Program, cut, edit, excerpt,
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add to, delete from, and/or otherwise change the Program (including credits) or its physical shape or format or the masters etc. other than expressly allowed under the present Agreement, and Licensee shall not include any other motion pictures in whole or in part or other material without Licensor's prior written consent which may not be unreasonably withheld, in case of censorship requirements provided that Licensee submits to Licensor the applicable regulations and laws.

- 4.2 Different from sec. 4.1 Licensee shall have the right to insert or authorize the insertion of commercial announcement material during breaks in the broadcast of the Program.
- 4.3 Unless otherwise set forth in the Schedule, the television transmission rights granted to Licensee herein are limited to the dubbed/subtitled/voice-over version(s) (as specified in the Schedule) of the Program ("foreign language version") to be produced by Licensee at its own costs and expense, whereby it is agreed as follows:
- (a) Licensee undertakes to produce a foreign language version of excellent quality that will meet the technical requirements of the television stations in the Territory.
 - (b) Licensee shall not alter, add to or delete the music (including any songs) accompanying the Program in the course of making any foreign language version.
 - (c) All rights of exhibition, distribution, marketing, economic use, translation and adaptation in and to such foreign language version made by Licensee shall vest in the Licensor upon creation thereof without any limitations as to content, time and place, subject only to the right of Licensee to use such version to the extent provided herein, and Licensee will make its agreements with all persons connected with such dubbing, subtitling or voice-over or parts thereof in such manner that any rights such persons may possess are assigned and transferred to Licensor and fully paid for, so that Licensor may make free and unencumbered use of such version in any media, anywhere and at any time without obligation of any payment to any party, subject only to Licensee's limited license stipulated herein.
 - (d) Licensor shall have free access to any foreign language version immediately upon production thereof.





5. REPRESENTATIONS - WARRANTIES

5.1 Licensor represents and warrants to Licensee that:

- a) it has the full right, power and authority to enter into and to perform this Agreement and has not entered into any agreement of any kind which may interfere with the performance of this Agreement;
- b) it owns and controls the sole and exclusive right to exploit the Program within the License Territory for the full License Period of this Agreement and has the right to grant the license hereunder;

However, the rights herewith granted do not cover the permission of copyright collecting societies, if such permission must be obtained for the exploitation of the Program under this Agreement in the License Territory. It is Licensee's sole responsibility to negotiate with the collecting societies and to pay any and all royalties due them.

5.2 Licensee represents and warrants to Licensor that:

- a) it will only exploit the television transmission rights to the Program as defined in this Agreement.
- b) it will immediately upon knowledge or suspicion of any unauthorized exploitation of the Program in the Territory (piracy) inform Licensor thereof, and it will, in consultation with Licensor and/or at Licensor's request, take such measures and institute such legal action as may be necessary to prevent and/or pursue such piracy.

5.3 Should it turn out that rights and/or (faultless) materials under this Agreement are not available in whole or in part and in the event that Licensee thereby be impeded in the exploitation intended in this Agreement, Licensor shall with regard to the title concerned at its absolute discretion either provide Licensee with an equivalent replacement (e.g. substitute program, if available; extension of the license period, if possible, by a period of time equal in length to that during which Licensee was impeded etc.), or appropriately reduce the License Fee, or terminate this Agreement with the consequence that those rights not yet exercised as well as the material delivered and produced by Licensee be returned and the License Fee which was already rendered be reimbursed in full



respectively in the adequate amount in consideration of the rights already exercised. All other rights and remedies Licensee may have under this Agreement, law or equity are excluded.

6. BREACH OF THE AGREEMENT

6.1 In the event of Licensee's failure to make punctual payment according to this Agreement and, if :

- a) Licensee has failed to make payments punctually as required under this Agreement or has committed another breach of its obligations under this Agreement, unless such breach has been cured within 15 days upon Licensor's respective written notice, or
- b) Licensee goes into voluntary or involuntary liquidation, or is declared insolvent either in bankruptcy or other legal proceedings (whereby it is understood that Licensor may terminate upon opening of any such proceeding), or an agreement with creditors has been negotiated or reached by Licensee due to its failure or inability to pay its debts as they fall due, or a receiver is appointed over the whole or part of Licensee's business, or Licensee actually discontinues its business. Upon occurrence of anyone of these events this Agreement shall automatically terminate without Licensor's declaration if and as far as legally possible.

6.2 In the case of any such termination according to sec. 6.1 all rights granted to Licensee under this Agreement shall automatically revert to Licensor, and all monies paid to Licensor by Licensee shall remain Licensor's property. Licensee shall be liable for all damages Licensor may suffer for reason of the termination of this Agreement.

Any material in Licensee's possession shall be delivered to Licensor not later than one (1) week after the termination as herein provided.

7. MISCELLANEOUS

7.1 Licensee may not assign and/or sublicense this Agreement or any of the rights contained herein in whole or in part to any third person without the prior written consent of Licensor.

- 7.2 Licenser and Licensee shall not publicly divulge or announce nor in any manner disclose to any third party this Agreement and/or any terms thereof without the prior consent of the other party.
- 7.3 If any part of this Agreement is or becomes invalid the unaffected portions of the Agreement remain valid. The invalid provision(s) is to be replaced by such a provision which is suitable to obtain the intended economic purpose of this Agreement safeguarding the positions of interest of the contracting parties.
- 7.4 This Agreement may not be changed modified, or amended except by a written agreement signed by both parties to obtain legal force.
- 7.5 This Agreement shall be construed and interpreted in accordance with the laws of the Federal Republic of Germany and the appropriate courts of Munich shall have jurisdiction. Notwithstanding the foregoing, Licenser is also free to bring legal action against the Licensee at Licensee's main place of business in which event the Agreement shall be deemed to be construed under the laws of such country.

Oberhaching, 07.05.18


Bela Film GmbH
Jan Mojto
Director


Televisión Metropolitana, S.A. de C.V.
José Alejandro Millaseñor Valerio
General Proxy



SCHEDULE

attached to the Television License Agreement between Beta Film GmbH and
Televisión Metropolitana, S.A. de C.V. dated 07.05.18

Program:	
Borgia S1	12 x 1hr
Borgia S2	12 x 1hr
Borgia S3	14 x 1 hr
King's Favorite	13 x 1 hr
Maximilian and Marie de Bourgogne	6 x 1 hr

License Territory:

Mexico

License Period:

10 May, 2018 – 9 May, 2020

or expiring upon completion of the last permitted telecast (per title)
whichever occurs earlier.

Rights granted:

Commercial Exclusive Free-TV Rights, in the Territory, by means of
simultaneous:

- X terrestrial television
- X encrypted satellite to cable television
- X Canal 22's website
- X encrypted direct-to-home-satellite television
- X Geo-blocked Internet streaming
- X Catch-up rights, for seven (7) days after the original broadcast on the
official website (www.canal22.org.mx), geoblocked in the Territory.

Broadcaster:

Televisión Metropolitana, S.A. de C.V. / Canal 22

Number of runs:

Maximum of four (4) runs per program.



Authorized Language version:

Original Version.

Dubbing and/or subtitling to be borne by Licensee. Only in the case of "Borgia", if required, the neutral Spanish version created by Licensor can be supplied.

Material:

- X Files to be delivered electronically.
- X Promotional material as available.

License Fee:

Borgia S1	US\$ 36,000.00
Borgia S2	US\$ 36,000.00
Borgia S3	US\$ 42,000.00
King's Favorite	US\$ 39,000.00
Maximillam and Marle de Bourgogne	US\$ 18,000.00

Total: US\$ 171,000.00 gross

(in words: one hundred and seventy one thousand US Dollars)

Total: US\$153,900.00 (net)

Payable:

Total of US\$ 171,000.00 to be paid 15 June, 2018.

Further Stipulations:

- The License Fee is subject to a 10% withholding tax imposed by the government of Mexico in accordance with the corresponding international Treaty to Avoid Double Taxation. Licensee will remit to Licensor the Tax Certificate of the taxes withheld from the payment.

- Confidentiality: Each party undertakes, with respect to the other, to: a) maintain in confidence, before and after the duration of this Agreement, the terms of this Agreement and all confidential business information relating to the title and the business of the other party no matter how that information

is obtained; and b) take all the reasonable precautions to ensure that their respective directors, officers, employees, agents, contractors, sub-contractors, sub-licensees, solicitors and other advisors maintain the same confidentiality. The aforementioned does not restrain disclosure: a) in any manner required by law or any stock exchange or for the purposes of prosecuting or defending any claim; b) in confidence to a party's professional advisors for the purpose of obtaining advice or in relation to their work with respect to the party; or c) of any information that is in or enters the public domain other than through breach of this Agreement.

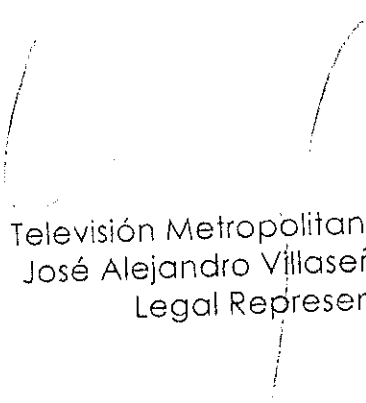
Licensor shall be entitled to assign this Agreement in whole or in part to any third party – also by way of assumption of all rights and obligations under this Agreement by such third party.

Special Conditions:

The General Conditions attached hereto form an integral part of the present Agreement. In the event any provision of the Schedule is contrary to the General Conditions the Schedule shall prevail.

Oberhaching, 07.05.18


Beta Film GmbH
Jan Mojto
Director


Televisión Metropolitana, S.A. de C.V.
José Alejandro Villaseñor Valerio
Legal Representative



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