

PROGRAM LICENSE AGREEMENT

This agreement (“Agreement”) dated as of June 2020 (the “Effective Date”) between
[REDACTED] [LICENSOR NAME] with offices located at
[REDACTED] [LICENSOR ADDRESS] (“Licensor”), and Cinémoi,
North America with offices located at 5700 Wilshire
Blvd., Suite 345, Los Angeles, CA 90036 (“Licensee”).

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **GRANT OF RIGHTS:** Subject to the terms and conditions hereof, Licensor hereby grants to Licensee the right to: 1) exhibit mutually agreed upon clips of the “Program” (including the Marks, names, likenesses, music rights and all intellectual property associated therewith) embedded in Licensee’s program the CineFashion Film Awards (the “CFFAs”), as a nominee, in any and all media now known or hereafter devised, including without limitation television, internet, mobile and augmented/virtual reality, in any language, throughout the world, in perpetuity, 2) to utilize the Program and associated Marks, names, likenesses and so on for marketing purposes, and 3) manipulate the Programs as is necessary to effectuate the above grant of rights.

2. **PROGRAM(S):** _____

3. **EXCLUSIVITY:** The Programs are licensed to Licensee hereunder on a non-exclusive basis.

4. **USE OF PROGRAMS:** Licensee may only make the Programs available to customers as a nominee in the CFFAs, and may be distributed, including without limitation, on a free advertising supported basis, on basic cable, on a subscription basis, via TV everywhere, as part of a linear programming channel with or without accompanying VOD.

5. **MAXIMUM NUMBER OF EXHIBITION:** Unlimited.

6. **CONSIDERATION:** Licensor’s consideration under this Agreement shall be publicity, promotion and marketing, the sufficiency of which is hereby acknowledged by Licensor.

7. **DELIVERY:** Licensor shall deliver a copy of the Program along with all associated materials within (3) days of execution of this Agreement

8. **ADDITIONAL TERMS AND CONDITIONS:** The balance of the terms of this Agreement shall be the Standard Terms and Conditions attached hereto and incorporated herein by this reference. References to “this Agreement,” and any similar references, shall be deemed to include this Agreement, such Standard Terms and Conditions, and Exhibits attached hereto. In the event of any inconsistency between such documents and the terms hereof, the terms set forth above shall prevail.

Standard Terms and Conditions

1. **CREDITS AND ALTERATION OF TAPES:**

Licensee may make such cuts or deletions as Licensee deems necessary in its sole discretion. Licensee will not delete the copyright notice and/or credits incorporated in the Program as delivered by Licensor. Licensee will not and will not authorize others to copy, duplicate or sub-license the Programs.

2. **FAILURE TO EXHIBIT:**

Licensee shall not be obligated actually to exhibit any Program.

3. **FORCE MAJEURE:**

Neither party shall be liable to the other for any failure or delay in delivery of tapes, or the inability to exhibit any of the Programs, due to labor disputes, acts of God, failure of carriers, failure of delay of laboratories, or for any other cause beyond the control of the parties, and such performances shall be excused to the extent that it is prevented by reason of any of the foregoing conditions. In no event shall any governmental action taken which deems the content of any Program to be unacceptable constitute an event of force majeure.

4. **WARRANTIES AND INDEMNITIES:**

Each party represents and warrants to the other that: (a) it is duly authorized to enter into this Agreement; (b) this Agreement is a valid and binding obligation of the indemnifying party, enforceable against it in accordance with its terms; (c) it shall comply with all laws and regulations applicable to it in connection with the obligations hereunder; and (d) there are no outstanding or threatened judgments, or pending claims, liens, charges, restrictions, disabilities, or encumbrances against it which would interfere with the it's performance and/or the other party's rights hereunder; (e) it has the right to perform its obligations under this Agreement and in performing its obligations hereunder it is not infringing upon any intellectual property right or other right of any third party it being acknowledged that Licensee licenses software systems from third parties and cannot warrant to those specific third party's rights. Each party shall indemnify and hold the other, and its owners, joint ventures, parents, subsidiaries, members, managers, officers, directors, stockholders, employees, agents, affiliates, successors, licensees, and assigns, harmless from any and all claims, damages, liabilities, reasonable costs and expenses of litigation, including reasonable counsel fees, arising directly or indirectly from each party's undertaking under this Agreement and the breach or alleged breach of any provision of this Agreement (including representations and warranties).

5. **MUSIC WARRANTIES:**

Licensor warrants and represents that the performing rights in all musical compositions contained in the Programs are controlled by (a) a performing rights society having jurisdiction; or (b) Licensor; or (c) in the public domain. Licensor does not represent or warrant that Licensee may exercise the performing rights to said musical compositions without the payment of a performing rights royalty. If Licensee is required to pay a performing rights royalty, Licensee shall be solely responsible for the payment of such royalty and shall hold Licensor free and harmless therefrom. Additionally, in the event such musical rights are controlled by performing rights societies, Licensee shall be solely responsible for obtaining and complying with all music performance licenses and permissions, if any, necessary for the distribution by Licensee of all music in the Programs as delivered by Licensor.

6. **WAIVER:**

A waiver by either party of any breach or default by the other party will not be construed as a continuing waiver of the same or any other breach or default under this Agreement.

7. **ARBITRATION:**

7.1 If Licensor or Licensee has any claim, right or cause of action against the other arising out of this Agreement or the transactions contemplated hereby which the parties shall be unable to settle by agreement between themselves, such claim, right or cause of action shall be determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures. Arbitration shall take place in Los Angeles, California and shall be conducted in the English language. Any party may seek enforcement or recognition of any arbitration award in any proper court having jurisdiction in the United States or elsewhere.

7.2 All decisions of the arbitrators and any award or awards made by them shall be conclusive and non-appealable and binding on all parties to the arbitration, their attorneys and successors in interest.

7.3 This Agreement and any dispute in connection therewith shall be governed by and interpreted under laws of the State of California applicable to contracts entered into and fully performed therein.

8. **INSURANCE:** Licensor, at its sole cost and expense, shall obtain and maintain such insurance policies required by law and consistent with customary practices in the industry with respect to productions similar to the Program, including without limitation,

Commercial General Liability Insurance and Errors and Omissions Insurance, in each case, providing coverage for the conduct of Licensor and its representatives, with respect to Licensor's obligations described herein. The foregoing insurance policies shall have limits of no less than \$1,000,000 per occurrence. The certificates of insurance evidencing such policies shall be attached to the Agreement. The aforementioned notwithstanding, Licensor's failure to comply with this paragraph 8. shall not be deemed a material breach of this Agreement.

9. **NOTICES:**

Any notice which either party hereto may desire to give or which is required under the terms of this Agreement shall be given in writing by mail (by registered or certified mail if to a U.S. address) or by facsimile, telex or telegraph or by personal service (in all cases, all charges prepaid) to address below. In the event any such notice is given by mail, such notice shall be deemed given on the date five (5) business days following the date after deposit in the United States mail. If notice is given by any other method, such notice shall be deemed given on the date deposited with the telegraph or telex company or on the date personal delivery is made, provided that notice given by facsimile shall be deemed given upon receipt by sender of electronic confirmation that the notice was received.

10. **INVALIDITY:**

If any provision or any application of any provision hereof is adjudged illegal, unenforceable or invalid and such adjudication has become final and non-appealable, such provision or application shall be deemed deleted without affecting the remainder of this Agreement.

11. **CONFIDENTIALITY:**

Neither party nor any of its successors, assigns or affiliates, or their respective representatives, shall disclose to any third party (other than their respective employees, in their capacity as such), any information with respect to the provisions of this Agreement except: (i) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event Licensee shall notify Licensor of the disclosure obligation and shall seek confidential treatment of such information, (ii) as part of its normal reporting procedure to its parent company, its auditors and its attorneys, provided, however, that such parent company, auditors and attorneys agree to be bound by the provisions of this Paragraph; and (iii) in order to enforce its rights pursuant to this Agreement in a court of competent jurisdiction. All press releases and public disclosures relating to any provisions of this Agreement shall be subject to both parties' prior written approval in each instance.

12. **TIME OF ESSENCE:**

Time shall be of the essence with respect to each and every obligation of Licensee and Licensor hereunder.

13. **COUNTERPART EXECUTION:**

This Agreement may be executed in counterparts but shall not be deemed to be effective until and unless executed by the Licensor at its home office, and the date of execution by Licensor shall be deemed to be the effective date of the Agreement. When so executed by each party, the counterparts together shall be deemed an original and shall constitute one and the same instrument.

14. **ENTIRE AGREEMENT:**

This Agreement, including all Exhibits to this Agreement, constitutes the complete and entire agreement between the parties, and all prior understandings are merged herein. This Agreement cannot be changed or terminated orally, and no amendments, modifications or assignments hereof shall be binding upon Licensor until accepted in writing by a duly authorized agent or officer of Licensor in California. The titles of the paragraphs of this Agreement are for convenience only and shall not in any way affect the interpretation of this Agreement or any paragraph hereof.

- END OF TERMS AND CONDITIONS -

AGREED AND ACCEPTED:

LICENSOR

LICENSEE

Signature: _____

Signature: _____

Name: _____

Name: _____

Its: _____

Its: _____