MOVIE LICENSE AGREEMENT



This license agreement (the "Agreement") is dated March 1st 2020 - April 1st, 2020, and is made by and between Carlos Adriano (the "Licensor") and Cinelimite, Inc. (the "Licensee"). Licensor and Licensee (the "Parties") agree to the terms as follows:

1. Subject of Agreement.

Licensor provides to Licensee the movie entitled " Quelé do Pajeú " (the "Film ") to use according to the terms set out under this Agreement.

1. Licensed Rights.

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor the licensed rights on a worldwide, non-exclusive, royalty-free, basis, to stream the Film for viewing by the general public on Licensee's website, apps or similar means (the Licensee's "Service"), with or without intermediate storage, but without the technical option to download the Film, by means of the Internet or any other data network (4G, 5G, TCP/ IP protocol, etc.), and to also allow the general public to view the Film on a worldwide, non-exclusive, royalty-free, basis, on the Service (the "Licensed Rights").

All rights not granted to Licensee hereunder with respect to the Film are reserved to Licensor. Licensee is entitled to assign/sublicense all Licensed Rights to third parties and/or to affiliates and contracting partners for distribution, in whole or in part, as relates to the Service (*e.g.,* cable retransmission, satellite transmission, IP TV, transmission through aggregators or contracting partners, etc.).

1. Restricted Promotion.

Subject to any contractual restrictions the Licensor has entered into with individuals appearing in the Film in connection with their name and likeness use in promotional and/or marketing material, Licensee shall be granted the right to use excerpts and clips of the Film of a maximum duration of 3 minutes and all relevant promotional trailers, still images and other available promotional material, in all media now known or hereafter devised, including print and online media, worldwide for advertising purposes, including on air and off air promotion as well as the right to promote the Film and its using the name, image, likeness, voice, photography and biography of the author, director and/or of the actors according to common practice (*e.g.*, in television, in cinemas, on videos, in online services or in printed form).

1. License Fee.

For the grant of Licensed Rights, Licensor shall receive a License Fee from Licensee in the total amount of 300 US Dollars.

1. Representations & Warranties, Indemnification.



Licensor represents and warrants that:

1. it has the full right, power and authority to enter into and fully perform this Agreement,
2. it is the sole owner of all rights granted under this Agreement including copyrights and neighboring rights and any such rights originally vesting in third parties and that it is authorized to dispose over such rights to the benefit of the Licensee,
3. any music within the Film does not infringe or violate the trademark, trade name, copyright, right of privacy or publicity, property rights or any other right of any third party,
4. all necessary rights, permissions, consents and moral rights waivers have been duly obtained by contracting any material rights holder, participant, performer, presenter, contributor or other person involved in the production of the Film or providing rights, services or facilities in connection with it, and
5. the Film will not contain material that is unlawful or will promote illegal or unlawful activities (including illegal product placement).

Licensor shall indemnify and hold Licensee harmless against all actions, claims, costs (including reasonable legal costs and settlement costs and other payments), proceedings, direct and indirect damages, expenses, or fines arising out of any breach or non-performance by Licensor, in particular of any warranty given by it or obligation undertaken by it in this Agreement. These representations and warranties shall remain in full force and effect so long as and shall be deemed to be repeated by Licensor on each day Licensor shall have any obligation to Licensee.

1. Termination.

The Licensed Rights granted hereunder will terminate on April 1st, 2020. Notwithstanding the foregoing, either party is entitled to terminate this Agreement extraordinarily at any time with immediate effect:

* + if the other party is in material default of this Agreement and fails to cure such default within twenty (20) working days of receiving written notice thereof,
  + in the event that the other party suspends payment to its creditors or generally is unable or admits inability to pay its debts as and when they fall due, suspends making payments on any of its debts, or suffers the making of an administration order or has a receiver (including an administrative receiver) liquidator, manager or any similar officer appointed of the whole or any part of its assets or if any order is made or a resolution passed for its winding up (except for the purpose of amalgamation or reconstruction) or if it enters into any composition or arrangement with its creditors or calls a meeting of its creditors with intent to enter into such an arrangement or composition.

Licensee is entitled to terminate this Agreement extraordinarily at any time with immediate effect, if Licensee:

* ceases to carry on business or part of the business,
* changes his business or Film strategy,
* is unable to transmit the Film (for whatever reason).

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19. Final Provisions.



This Agreement is the complete and final agreement and understanding between the parties with respect to the subject matter hereof and may not be changed or modified except by an agreement in writing. Should any provision of this Agreement be void, the remaining provisions shall be unaffected thereby.

The parties shall hold the terms of this Agreement and all information in connection therewith strictly confidential and shall not disclose such information to third parties.

Nothing in this Agreement shall be deemed to constitute an agency or a partnership or joint venture between the parties and neither party shall do or permit any act to be done whereby it may be represented as being the agent or partner of the other.

This Agreement shall be governed by and construed in accordance with the provisions of New York law to the exclusion of its conflict of law rules. The sole place of jurisdiction shall be New York, New York. Any disputes arising from or in connection with this contractual relationship shall be finally resolved in accordance with the Rules of Arbitration of the American Arbitration Association by one arbitrator appointed in accordance with these rules. The place of arbitration shall be New York, New York, and proceedings shall be conducted in English.

Signatures:

Paulo Duarte Cinelimite, Inc.

By: Paulo Duarte By: William Plotnick

Title: Copyright Owner Title: President

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