

**LICENSE AGREEMENT
BETWEEN**

= THE TV SERIES LICENSING COMPANY

Registered offices at n. 33 Licensing Street, New Licensing City, US
VAT Registration number: GB 111111
hereinafter the "licensor" and/or "TV Series Licensing Co"

AND

= RSG Media

Registered offices Via 450 Lexington Avenue, WeWork 4th Floor, New York, NY 10017
a company with sole shareholder subject to direction and
coordination activity of Naviga (A Vista Equity Company)
VAT Registration number IT04619241005,
hereinafter "RSG Media"

By this license agreement (hereinafter, the "Agreement") licensor grants to RSG Media the rights to exploit certain Audiovisual works on the terms and conditions set out in the particular conditions (hereinafter, the "p.c.") and the general conditions (hereinafter, the "g.c.") which, together with the Schedules, are an integral and indivisible part of the Agreement. In the event of a conflict between the p.c. (including Schedule A) and the g.c. (including Schedules B and C), the terms of the p.c. shall prevail. The parties acknowledge that: (a) the p.c. are the result of the individual negotiations between the parties; (b) the licensor drafted Schedule C (concerning the "Details of the Audiovisual work") and (c) the parties acknowledge, fully understand and agree with the terms of the g.c. and of Schedules A and B (concerning the "Definitions", "Quality and technical specifications of the Materials" respectively) drafted by RSG Media.

Read, agreed and executed
Date:
Licensor
Name:

Read, agreed and executed
Date:
RSG Media Systems LLC
Name:

.....
its:

.....
its:

To the extent it is necessary licensor hereby declares to have carefully read and specifically approved the following clauses of the p.c. and the g.c.: clause 3 p.c. ("Exclusive License"); clause 4 p.c. ("Protections"); clause 5.2 g.c. ("Payments in the new legal tender"); clause 6.1, §1 g.c. ("Total or partial withdrawal from the Agreement"); clause 6.1, §2 g.c. ("Total or partial withdrawal from the Agreement"); clause 6.2. g.c. ("Total or partial termination of the Agreement"); clause 6.3 g.c. ("Partial termination of the Agreement"); clause 6.4 g.c. ("Right of RSG Media to require substitution of the Audiovisual work instead of resorting to the termination provisions of clause 6.3 g.c."); clause 7.1 g.c. ("Confidentiality"); clause 7.2 g.c. ("Severability; Withdrawal from the Agreement"); clause 7.5 g.c. ("Indemnities"); clause 9 g.c. ("Governing Law").

Read, agreed and executed
Date:
Licensor
Name:

.....
Its

PARTICULAR CONDITIONS

Legend:

- The checkbox of the applicable provision shall be flagged
- N.A. shall mean Non Applicable
- Unless provided otherwise in the Agreement, references to the plural include references to the singular and vice versa.

1) Category of the Audiovisual works:

- [A] theatrical feature length motion picture that as at the date hereof has not yet been released in Theatres in Italy but is to be released in Theatres in Italy after the date hereof;
- [B] theatrical feature length motion picture that as at the date hereof has been released in Theatres in Italy;
- [C] feature length motion picture without release in Theatres in Italy;
- [D] theatrical feature length motion picture that has been released in Theatres in Italy and has been previously exhibited by means of Free Television ("Library");
- [E] Made-For-Television;
- [F] Other: Audiovisual work that has been released in Theatres in Italy and has been previously exhibited by means of Free Television ("Library");
- [G] Tv-Series

2) Audiovisual works, Date of Theatrical Release, Rights granted and License Period.

Original and Italian title of the Audiovisual works	Category	Date of Theatrical Release	Rights granted	PPV License Period	Black Period	Pay TV License Period
1) TV Series S. 1 (8x60')	G	Not applicable	Pay TV (including sVOD)	Not applicable	Not applicable	01/05/2017 - 30/04/2019
2) TV Series S. 2 (10x60')	G	Not applicable	Pay TV (including sVOD)	Not applicable	Not applicable	01/05/2017 - 30/04/2019
3) TV Series S. 3 (10x60')	G	Not applicable	Pay TV (including sVOD)	Not applicable	Not applicable	01/05/2017 - 30/04/2019
4) TV Series S. 4 Premiere (10x60')	G	Not applicable	Pay TV (including sVOD)	Not applicable	Not applicable	01/05/2017 - 30/04/2019
5) TV Series S. 5 (8x60')	G	Not applicable	Pay TV (including sVOD)	Not applicable	Not applicable	01/05/2017 - 30/04/2019
6) TV Series S. 6 (10x60')	G	Not applicable	Pay TV (including sVOD)	Not applicable	Not applicable	01/05/2017 - 30/04/2019
7) TV Series S. 7 (10x60')	G	Not applicable	Pay TV (including sVOD)	Not applicable	Not applicable	01/05/2017 - 30/04/2019
8) TV Series S. 8 Premiere (10x60')	G	Not applicable	Pay TV (including sVOD)	Not applicable	Not applicable	25/06/2017 – 24/06/2019*
9) TV Series S.9 Premiere (10x60')	G	Not applicable	Pay TV (including sVOD)	Not applicable	Not applicable	TBA on a day and date basis

Where an Audiovisual work is indicated as a “Premiere”, such “Premiere” right shall not apply in the Non-Exclusive Territory.

With regard to each season of TV Series, beginning with TV Series S.8, RSG Media agrees not to make any episode of such TV series (or Subsequent Season thereof) available in the Territory prior to one (1) hour after the date and time such episode is made available on a linear basis in the United States. For purposes of TV Series S.8, RSG Media may make each episode available in the Territory in accordance with the schedule below.

Episode	Episode Name	Delivery Date*	U.S. Air Date 9PM Eastern Time**	RSG Media Availability Date and Time (not before 10 PM Eastern Time)**
801	Episode 1	09/06/2017	25/06/2017	25/06/2017
802	Episode 2	16/06/2017	02/07/2017	02/07/2017
803	Episode 3	23/06/2017	09/07/2017	09/07/2017
804	Episode 4	30/06/2017	16/07/2017	16/07/2017
805	Episode 5	07/07/2017	23/07/2017	23/07/2017
806	Episode 6	14/07/2017	30/07/2017	30/07/2017
807	Episode 7	21/07/2017	06/08/2017	06/08/2017
808	Episode 8	28/07/2017	13/08/2017	13/08/2017
809	Episode 9	04/08/2017	20/08/2017	20/08/2017
		SKIP WEEK	SKIP WEEK	SKIP WEEK
810	Episode 10	18/08/2017	03/09/2017	03/09/2017

*Dates are tentative and subject to change according to the post production process.

** In no event shall RSG Media air any episode earlier than one (1) hour after such episode's U.S. linear air date/time indicated above, or as otherwise subsequently notified by licensor.

The parties hereby agree that the availability date of Audiovisual work n. 9 shall be communicated by licensor within 60 [sixty] days' prior to the start of the license period.

With reference to seasons 5, 6, 7 and 8 of the Audiovisual work entitled “TV Series”, the parties agree that the License Period shall be deemed extended in order to end on the same day as the applicable License Period for Season 9, such extension shall be on a non-exclusive basis and at no additional cost to Licensee (“Co-terminus License Period”). Should RSG Media exercise its right of option for any further season after Season 9, if produced, then the same conditions will apply.

The Television Distribution by means of sVOD, shall be non-exclusive for all Audiovisual works during the relevant License Periods for each such Audiovisual Work except as follows:

- i) on an exclusive basis from the start of the license period until 31st January 2018 for the Audiovisual works n 8 (TV Series S.8)
- ii) on an exclusive basis for the first 6[six] months of the relevant License Period for the Audiovisual works n 9 (TV Series S.9);
- iii) on an exclusive basis for the first 6 [six] months of the relevant License Period for any Subsequent Season of TV Series where RSG Media has exercised its right to license the Rights in the Territory pursuant to clause 14.2, p.c.
- iv) on an exclusive basis from the start of the license period until 28th January 2018 for the Audiovisual work n 4 (TV Series S.4).

Notwithstanding the foregoing, any exclusivity for sVOD shall not apply in the Non-Exclusive Territory.

For the sake of clarity, sVOD includes the “download and play functionality” meaning that, subject at all times to the expiration of the License Period, the end of the viewer’s subscription period and earlier termination of this Agreement, each authenticated viewer shall have the ability to temporary download the Audiovisual work on up to five (5) viewing devices (where a set-top-box in the residence is not counted) for a limited period of thirty (30) days from the date of the download to commence viewing the Audiovisual work, provided that the viewer shall only have a maximum of forty-eight (48) hours in which to view such Audiovisual work in its entirety once the viewer has commenced viewing the Audiovisual work. After the permitted period, such Audiovisual work which has been downloaded on a temporary basis will be deleted or made inaccessible on all viewing devices

2.1) Licensed Language:

- original language version (X) yes, () no
- Italian language version (X) yes, () no
- original language version with subtitles (X) yes, () no

2.2) Italian Version of the Audiovisual work: N.A.

- i) RSG Media shall have the right to dub in Italian () yes, () no, (X) N.A.;
- ii) RSG Medias hall have the right to sub-title in Italian () yes, () no, (X) N.A.;
- iii) RSG Media shall have the right to choose the title of the Italian version () yes, () no, (X) N.A.;

2.3) Licensor shall have the option to obtain a license for the Italian version made by RSG Media; rights granted: N.A.

2.4) Licensed number of Exhibitions per Audiovisual work per each year of the License Period:

A) on the PPV Channels: N.A.

B) on the Pay TV Channels: 20 [twenty] Exhibition Weeks (one original Exhibition and up to 3 [three] additional Exhibitions during a continuous period of 7 days commencing at the end of the first Exhibition shall constitute an Exhibition Week). The number of Exhibition Weeks shall be an aggregate number across all Pay TV Channels.

C) on the sVOD services: unlimited exploitation.

The set of all the episodes of the Audiovisual works licensed to RSG Media under this Agreement (i.e. the so called “box set”) shall be made available on the sVOD services during the License Period.

2.5) Licensed territory: exclusive Italy, Republic of San Marino and Vatican City; non-exclusive Italian speaking Malta, non-exclusive Italian speaking Principality of Monaco, non-exclusive Italian speaking Capodistria and non-exclusive Italian speaking Switzerland (hereinafter the “Territory”) and where the non-exclusive Italian-speaking territories are referred to as the “Non-Exclusive Territory”).

2.6) Third Parties Platforms: RSG Media shall be allowed to authorise Third Parties’ Platforms to distribute and make available to their clients in the Territory one or more Channel/s as part of their commercial offer, subject to the terms and conditions set forth in this Agreement.

3) RSG Media shall have an exclusive license (hereinafter the “License”) for the following means of distribution:

PPV	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N.A.
VOD	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N.A.