

**LICENSE AGREEMENT  
BETWEEN**

**= SAMPLE LICENSOR**

1 Licensing Street, Sample City Sample Country  
VAT Registration number: GB 111111111  
hereinafter the "licensor"

**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"

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By this license agreement (hereinafter, the "Agreement") licensor grants to RSG Media the right 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) licensor filled in Schedule C (concerning the "Details of the Audiovisual work") and (c) licensor acknowledges, fully understands and agrees with the terms of the g.c. and of Schedules A and B (concerning the "Definitions" and the "Quality and technical specifications of the Materials", respectively) - outlined by RSG Media.

Read, agreed and executed

Date:  
licensor  
name:

Date:  
RSG Media  
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 5.3 c.g. ("Payments in the new legal tender and waiver of licensor's right to terminate the Agreement"); clause 6.1, §1 g.c. ("Total or partial termination of the Agreement"); clause 6.2. g.c. ("Total or partial termination of the Agreement"); clause 6.4 c.g. ("Withdrawal from the Agreement"); clause 7.1 c.g. ("Confidentiality"); clause 7.2 c.g. ("Severability; Withdrawal from the Agreement"); clause 7.3 c.g. ("Set-off"); clause 7.4 c.g. ("Limitation of liability"); clause 7.5 c.g. ("Prohibition of assignment of the Agreement, also in the event of company restructuring, and of the credits arising thereof"); clause 8 c.g. ("Governing Law and Exclusive Jurisdiction").

Read, agreed and executed

date:  
licensor  
name:

its:

## PARTICULAR CONDITIONS

Legend:

- The checkbox of the applicable provision shall be flagged
- N.A. shall mean Not 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] short film;
- [B] program (to be specified between brackets from time to time the category of the program);
- [C] documentary/reportage;
- [D] series;
- [E] documentary/reportage not yet produced or under production and to be completed no later than [ ];
- [F] other: ...../.....,

### 2) Audiovisual works, Rights granted and License Period

| Original of the Audiovisual works | Category | Rights granted | Pay License Period    | Free License Period |
|-----------------------------------|----------|----------------|-----------------------|---------------------|
| 1) Program factual (7x120')       | B        | Pay            | 01/07/2020-05/01/2023 | /                   |

Licensor hereby agrees to license RSG Media the Pay rights to the Audiovisual work, in the Licensed Language exclusive or non-exclusive as detailed under clause 3 c.p. which follows in the Exclusive Territories and non-exclusive in the Non-Exclusive Territories. For the Audiovisual work n.1, the license shall extend also – among the other– to any linear and non-linear Pay Distribution of the Audiovisual work including sVOD. Pay Distribution shall be authorized by any current or future means and technology, for example and without limitation by cable (fiber optic included), terrestrial, satellite, broadband (e.g. via fiber, DSL) wireless, mobile (e.g. via 3G, 4G, 5G) and other current or future electronic means of communication; on DVB protocol, via the internet in any form, whether open, public or proprietary, either managed or unmanaged ("Internet"), which includes IPTV or via any other current or future protocol, to any current or future devices (for example and without limitation, TV set, set top boxes, PC, game consoles, mobile phones, smart phones, tablets, IP boxes, connected Tv) by streaming and/or downloading via progressive download to avoid buffering and the so called "Extended Catch-Up" functionality, as defined below).

**"Extended Catch-Up"**: means the ability to store the Audiovisual Work on a connected device for unconnected playback within 48 hours from initial playback (Viewing Period) within a 30 day storage period.

For the sake of clarity PPV, home entertainment rights, including EST, DTO and DTR and any form of permanent download are excluded from the license of rights herein and the holdback..

RSG Media warrants that Rights granted herein shall be geo-blocked or encrypted and receivable only in the Territory (except for overspill).

#### 2.1) Licensed Language:

- original language version (X) yes, ( ) no;
- Italian dubbed language version (X) yes, ( ) no;
- original language version with Italian subtitles (X) yes, ( ) no;
- original language version with Italian voice over (X) yes, ( ) no.

#### 2.2.1) Italian version of the Audiovisual works:

For the audiovisual work n.1 original language version with Italian voice over and Italian dubbed language version to be created by RSG Media at RSG Media's cost and licensor will provide to RSG Media the scripts of all the Audiovisual work.

Licensor may have access to the Italian version of the Audiovisual works made by RSG Media after the Holdback Period by giving written notice to RSG Media and subject to the payment of 50% [fifty

percent] of the reasonable costs borne by RSG Media for the making of such Italian version. With respect to any Audiovisual work for which licensor has requested to have access to the relevant Italian version, RSG Media will issue, within 60 [sixty] days following the receipt of licensor's request, an invoice for the amount referred to above in this clause.

### 2.3) Editing right

Licensor grants RSG Media the right at its sole cost and expense to elaborate and edit each Audiovisual work as set forth in this Agreement as essential to comply with the Italian Law or as otherwise necessary to meet RSG Media's internal editorial and programming needs, as well as the right to make any elaboration needed in order to make the Italian version (if applicable), and to cut the Audiovisual work, provided that its substantial meaning and quality remain unaltered.

### 2.4) Licensed number of Exhibitions per Audiovisual work

#### A) on Pay Channels (different from sVOD Channels):

n. 30 [thirty] Exhibition Weeks (up to three Exhibitions during a continuous period of 7 days commencing at the end of the first of such three Exhibitions shall constitute an Exhibition Week)

#### B) on sVOD: unlimited exploitation.

**2.5) Licensed territory:** subject to exceptions under art. 3 p.c. which follows exclusive in Italy, Republic of San Marino, and Vatican City, (the "**Exclusive Territories**") and non-exclusive in Malta, Capodistria, and Italian speaking Monaco and Italian speaking Switzerland (the "**Non-Exclusive Territories**") (and together the "**Territory**").

**2.6) Third Parties Platforms:** RSG Media shall be allowed to authorise Third Parties' Platforms to distribute and make available to their viewers in the Territory one or more Channels as part of their commercial offer.

### 3) RSG Media shall have an exclusive license in the Exclusive Territories and non-exclusive license in the Non-Exclusive Territories for the following means of distribution:

Pay ☒ yes ☐ no  
Free ☐ yes ☒ no

**3.1)** For the avoidance of doubt the above rights shall not extend to Distribution by means of download to rent or EST and with regard to Malta it is licensed only the Italian dubbed version.

**3.2)** Furthermore exclusivity provided above under clause 3 p.c. above (either with regard to Exclusive Territories) shall not extend to any Distribution of the Audiovisual work in Italy by Internet different from Free.

**4) Protections:** with respect to the Audiovisual work n.1, provided that the relevant checkboxes have been flagged, licensor represents, warrants and undertakes to ensure that:

i) **Unpublished work:** ☒ yes ☐ no ☐ n.a.

prior to the License Period, the Audiovisual work shall not have any Distribution in the Exclusive Territory, either integral or partial, in any language, by any person or entity other than RSG Media. This protection shall not extend to EST and home entertainment.

ii) **Pay protection:** ☒ yes ☐ no ☐ n.a.

during the Pay License Period the Audiovisual work shall not have any Distribution by means of Pay and Free in the Exclusive Territory, either integral or partial, in any language by any person or entity other than RSG Media. Pay protection shall not extend to EST, and to Distribution by means of Free after the first 12 [twelve] months of the License Period.

iii) **Free protection:** ☐ yes ☐ no ☒ n.a.

during the Free License Period the Audiovisual work shall not have any Distribution in the Territory, either integral or partial, in any language by any person or entity other than RSG Media. Free protection shall not extend to EST.

iv) **Prohibition of marketing video or home video in combination:** ☐ yes ☒ no ☐ n.a.

prior to and during the first 6 [six] months of the Pay License Period the Audiovisual work shall not be distributed in the Territory, in any language, embodied in any physical, pre-recorded video medium whatsoever, in combination with any newspaper or magazine.

v) **Prohibition of promotions:** ☒ yes ☐ no ☐ n.a.

prior to and during the License Period, no person or entity other than RSG Media shall in any way promote and/or advertise in the Exclusive Territory the future Pay and/or Free Distribution of the Audiovisual work in the Exclusive Territory. This protection shall not extend to promotion and/or advertisement of the Distribution of the Audiovisual works by means of EST during the License Period and to Distribution by means of Free after the first 12 [twelve] months of the License Period.

vi) **Distribution in SD/HD format**

☐ yes ☐ no [X] n.a.

prior to and during the License Period, the Audiovisual work shall not have any Distribution in SD/HD format in the Territory, either integral or partial, in any language by any person or entity other than RSG Media. This protection shall not extend to the Distribution of the Audiovisual works in SD/HD format by means of EST.

vii) **Theatrical**

☐ yes ☐ no [X] n.a.

prior to and during the License Period, the Audiovisual work shall not have any theatrical exhibition in the Territory in any language by any person or entity other than RSG Media, unless such theatrical exhibition shall be previously approved by RSG Media (and being agreed that RSG Media shall not unreasonably deny its approval).

**4.1)** If the corresponding answers “yes” are flagged, the protections under paragraphs (i), and (ii), above shall not apply to any Distribution of the Audiovisual work different from Free in Italy via Internet and the protection under paragraph (v) above shall not apply to any kind of promotion and/or advertisement of any future Distribution of the Audiovisual work different from Free in Italy via Internet.

**5) Total license fee gross of withholding tax (if applicable) (hereinafter: “total license fee”):**

Euro 42.000,00 [forty-two thousand/00]

**6) License fee payable with respect to each HOUR of the Audiovisual work (hereinafter: “the pro-quota license fee”):**

| Title of the Audiovisual work | Pro quota licence fee/H  |
|-------------------------------|--------------------------|
| 1) Program factual (7x120')   | €3.000,00/H (€42.000,00) |

**7) Payment conditions**

Subject always to Clause 7.1 c.p., payments hereunder shall be made by bank transfer to such bank account as is notified by licensor to RSG Media on a specific form which will be sent by RSG Media to licensor after the signature of this Agreement by both parties.

Each licensor's invoice must refer to a single due date. If multiple due dates are indicated in a single invoice, payment of such invoice shall be made in a single instalment on the date of the last due date.

**7.1) Invoicing and payment terms:**

1. RSG Media shall pay the total licence fee to the licensor as it follows:

(i) **an invoice of an amount equal to € 42.000,00 [forty-two thousand Euro], will be paid 90 [ninety] days end month from the start avail date of the License Period of the Audiovisual work n.1 subject to delivery of the Audiovisual work n.1.**

The above payments will be made only on condition that the licensor issues licensor's invoices according to the conditions and terms set forth in the following paragraphs of this clause, at least 60 days before the date scheduled for payment.

With respect to any Audiovisual work, any licensor invoice shall be issued by licensor after the Agreement has been signed by both parties, and paid by RSG Media following the acceptance by RSG Media of the relevant Materials pursuant to clause 8 p.c. below.

2. With respect to any Audiovisual work, any licensor invoice shall be issued only following the delivery to RSG Media of the relevant Materials pursuant to clause 8 p.c. below. Any and all licensor's invoices shall, at the same time:

- i. be issued in the name of RSG Media Italia srl, via Monte Penice 7, 20138 Milano,
- ii. make reference to the “protocol number” that RSG Media will communicate to licensor at the date of signature of this Agreement and date of delivery of the Materials to RSG Media pursuant to clause 8 p.c. below,
- iii. be dated as the date when the invoice is issued by licensor (“Invoice Date”),