LICENSE AGREEMENT	
1.PARTIES	
1.1. MED YAPIM TELEVİZYON VE FİLMCİLİK ANONİM ŞİRKETİ ("Licensor")	**1.2. ALT CAPITAL PTE. LTD ("Distributor")**
ADDRESS: Bebek Mah. İnşirah cad. No:7 Keçeli Apt. D:1 Beşiktaş / İstanbul T:+90 212 263 16 74 VAT: BESIKTAS 6200551236	**ADDRESS:** 75, High Street, Singapore 179435 Tax No: 230727192618 Trade Reg No: 201624862C
1.3. MA DISTRIBUTION TELEVİZYON VE FİLMCİLİK ANONİM ŞİRKETİ ("MADD")	
ADDRESS: KORE SEHITLERI CADDESI NO5 D3 34394 SISLI Istanbul Turkey VAT: ZINCIRLIKUYU 6090835452	
2.DATE OF AGREEMENT: 05/12/2023	
3. LICENSED PROGRAM (and number duration of the episodes, if applicable):	BARAJ – (Nehir) 102 EPISODES OF 45 MINUTES
4. DURATION AND EPISODE LIMITS:	102 EPISODES OF 45 MINUTES OF BARAJ – (Nehir)
5. TERRITORY:	Kazakhstan
6. AUTHORIZED LANGUAGE (specify if dubbed and/or subtitled):	Kazakh and/or Russian (dub, voice over)
7.AUTHORIZED SERVICE(S)/BROADCASTER:	TeleradioCompany Almaty TV which operate and own by the municipality of Almaty city, Distributor will be entitled to sublicense Licensed Rights of Licensed Program to Baraj – (Nehir), in the Territory during the Licensed Term . Distributor shall be entitled to sublicense Licensed Rights to Authorized Broadcaster under this Agreement, provided: (i) any Licensed Rights sublicensed is exploited in accordance with all the terms and conditions of this Agreement, and (ii) no such sublicensing will release the Distributor of any of its obligations and warranties under this Agreement. The

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	Distributor shall remain primarily liable to Licensor and MADD in respect of any such sublicensing.
8.LICENSED RIGHTS:	Licensor hereby grants to Distributor a personal, limited Licensed Rights pertaining to the Licensed Program as detailed in Table 1 to sign sublicense agreement with Authorized Broadcaster subject to conditions under Clause 7. For the avoidance of doubt, the license granted under this Agreement is subject to all the terms and conditions hereinafter set forth including but not limited to the payment of the License Fee in accordance with this License Agreement and due performance with the Distributor and Authorized Broadcaster of its obligations specified hereunder. All rights not specifically and clearly granted to the Distributor herein with respect to the Licensed Program are reserved by the Licensor. As used in this Agreement, the following terms shall have the following meanings: • Free TV means only terrestrial Free TV, cable Free TV, satellite Free TV exploitation of the licensed program. • Terrestrial Free TV means over-the-air broadcast by Hertzian waves of a licensed program for television reception in private living places without a charge to the viewer for the privilege of viewing the licensed program, provided that for this purpose government television assessments or taxes (but not a charge for PayPerView or Pay TV) will not be deemed a charge to the viewer. • Cable Free TV means the originating transmission by coaxial or fiber-optic cable of a licensed program copy for television reception in private living places without a charge to the viewer for the privilege of viewing the licensed program, provided that for this purpose neither government television assessments or taxes nor the regular periodic service charges (but not a charge for PayPerView or Pay TV) paid by a subscriber to a cable television system will be deemed a charge to the viewer. • Satellite Free TV means the uplink broadcast to a satellite and its downlink broadcast to terrestrial satellite reception dishes of a licensed program copy for television viewing in private living places located in the immediate vicinity of a viewer's reception dish

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			without a charge to the viewer for the privilege of viewing the embodied licensed program, provided that for this purpose government satellite dish or television assessments or taxes (but not a charge for PayPerView or Pay TV) will not be deemed a charge to the viewer.
TABLE 1			
x	Free Tv (EXCLUSIVE) (geo-blocked in the Licensed Territory)		"Almaty TV," operates in Territory during the License Period by Authorized Broadcaster
9.LICENSE PERIOD:		Baraj – (Nehir) License Start Date: 2024.03.01 License End Date: 2024.03.01 The License Period should end on the earlier of License End Date or the date permitted number of runs for the License Program are completed.	
10.HOLDBACK		N/A	
11.MATERIAL FORMAT		**Video:** HD (file) 16:9 XdCam HD 422 OP-1a MXF 1980x1080i 25 or 29,97 fps 50Mbps Audio: Channel 1 & 2: Full Mix (Stereo) Channel 3 & 4: Music (Stereo) Channel 5 & 6: Effect (Stereo) Channel 7 & 8: Music & Effect (Stereo) Channel 9 & 10: Dia (Dual Mono)	
12.SHIPPING ADDRESS FOR MATERIALS:		FTP or Adress: 88, Gabdullin str., Almaty, 050057. Republic of Kazakhstan	
13.CONTACT NAME & MAIL ADDRESS & CONTACT NUMBER FOR MATERIALS & INVOICES:			
14.MAXIMUM PERMITTED NUMBER OF RUN FOR EACHLICENSED PROGRAM/EPISODE:		2runs+2 re-runs within 48/72 hours.	
15.LICENSE FEE (PER EPS):			
16.TOTAL LICENSE FEE:			

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17.MATERIAL FEE (PER EPS):	
18.TOTAL MATERIAL FEE:	
19.GRAND TOTAL	

20.PAYMENT TERMS:

The Distributor is exclusively responsible for the Total License Fee, and Total License Fee shall be paid by the Distributor to Licensor in two (2) installments as per the following payment schedule after receipt of the invoice(s) which should include the gross amounts. The obligations under this Agreement which are attributed to the Distributor shall always remain as Distributor's obligation irrespective of whether the Distributor right of sublicense granted to the Distributor. Thus, the Distributor shall always be liable to the Licensor and/or MADD to perform all the contractual obligations, liability, duties and responsibilities hereunder and cover any loss of the Licensor and /or Madd deriving from any breach of this agreement at first request by either the Licensor and/or Madd.

The Licensee shall pay the material costs to the account of **MA DISTRIBUTION TELEVİZYON VE FİLMCİLİK ANONİM ŞİRKETİ**, after receipt of the invoice upon the signature of this Agreement.

Each batch of episodes will be delivered after the related payment as detailed above.

For the avoidance of doubt,

The aforementioned license fee falls within “royalty” as per Article 12 of the Double Taxation Treaty executed between the governments of the Licensor and Licensee and a withholding of up to 10 % shall be applied over the net amounts mentioned above which should be paid by the Licensee on behalf of the Licensor.

Nevertheless, the Licensee hereby undertakes that the rate of withholding tax to be applied on royalties is 0 (Zero)% as of the signature date of this Agreement and that in case of any change thereon, withholding tax will be declared and paid on behalf of the Licensor in line with the Double Taxation Treaty and/or the legislation that is then in effect.

Within this frame, in case of any change in Double Taxation Treaty and/or legislation requiring the payment of withholding tax, the Licensee shall provide the Licensor all required documentation under applicable tax treaties evidencing that the withholding has been paid -within one month following the payment of the referred tax- provided that such document bears the apostille annotation as per Hague

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Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents or that it is approved by the Turkish Consulate/Embassy located in the country where the referred document has been arranged. To confirm the country of residence, the Licensor will provide a Certificate of Residency to the Licensee according to tax rules of the Territory. To confirm the country of residence, the Licensor will provide a Certificate of Residency to the Licensee according to tax rules of the Territory.

If the Licensor incurs any losses due to Licensee's failure to pay the withholding tax or provide the required document evidencing that the withholding has been paid or to dully declare and pay the withholding tax, Licensee shall, at the first request of the Licensor, cover all the losses of the Licensor including but not limited to the payment of the tax amount together with the delay penalty to accrue thereon.

For the avoidance of doubt, this provision has been issued subject to the relevant tax treaties that are currently in force at the signature of this Agreement and in case of any change in the withholding tax rate, invoices will be issued for the gross amounts calculated upon the application of the new withholding tax rate over the net license fee.

BANK ACCOUNT INFORMATION: **ACOUNT NAME: ALT CAPITAL PTE. LTD** Adres: 75, High Street, Singapore 179435 Tax No: 230727192618 Trade Reg No: 201624862C Bank: Standard Chartered Bank USD: 0105570680 Euro: 0105078697 Swift: SCBLSG22XXX	**ACOUNT NAME: MED YAPIM TELEVIZYON VE FILMCILIK ANONIM SIRKETI** BANK: DENIZBANK BRANCH: ZINCIRLIKUYU BRANCH CODE: 9142 SWIFT CODE: DENITRISXXX USD ACCOUNT NUMBER: 9142-2193589-55 IBAN: TR81 0013 4000 0021 9358 9000 42
BANK ACCOUNT INFORMATION:	**ACOUNT NAME: MA DISTRIBUTION TELEVİZYON VE FİLMCİLİK ANONİM ŞİRKETİ** BANK: GARANTİ BRANCH: BOĞAZİÇİ TİCARİ BRANCH CODE: 1666 SWIFT CODE: TGBATRISXXX USD ACCOUNT NUMBER: 9099816 USD IBAN: TR 54 0006 2001 6660 0009 0998 16

21.SPECIFICATIONS ON THE DELIVERY OF MATERIALS:

Shipping (if any) and expenses on the delivery of materials are at Distributor's costs.

Delivery of the episodes will be via digital delivery. For the avoidance of doubt, MADD is responsible for the provision of the broadcast materials.

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The MADD will provide the appropriate promotional materials to the Distributor.

If any material has a quality problem that precludes the broadcast of the Licensed Series, the MADD will resend such material(s) without any cost to the Distributor whatsoever.

Licensor shall have a free access to the subtitles and/or dubbed materials or any other translations of any of the materials as they are created either by Authorized Broadcaster or Distributor . Licensor shall retain ownership of such dubbed and/or subtitled versions that Authorized Broadcaster or Distributor create as well as the exclusive right to use or license the use of such dubbed and/or subtitled versions at its sole discretion at no cost. Hence, Distributor shall provide such subtitles or dubbed audio tracks or any sure that the Authorized Boradcaster provide the same to Licensor , cleared for all uses, on a worldwide basis and without any time limitation for use by Licensor or any third party licensees.

22.DEFAULT

Licensor may at any time (without prejudice to any other rights which Licensor may then have against Distributor) by giving notice in writing to Distributor forthwith immediately terminate this License Agreement in any of the following events:

(I) If Distributor or Authorized Broadcaster shall commit or permit to be committed any breach of any of the terms in the License Agreement.

(II) If any proceedings in insolvency, bankruptcy or winding-up or any other similar proceedings are instituted by or against Distributor or/and Authorized Broadcaster or a receiver is appointed for Distributor or/and Authorized Broadcaster or any other event occurs which reasonably seems to prevent Distributor or/and Authorized Broadcaster from continuing its business;

The Licensed Rights granted to the Distributor shall lapse and forthwith revert back to Licensor upon the termination of this License Agreement. Such termination shall not affect or modify Licensor's right to full payment of the Total License Fee.

In addition to this, in case of any delay in payment by the Distributor , Licensor and/or MADD may delay or suspend delivery/ transmission of any Materials until the fulfillment of the payment obligation.

23.PENALTY CLAUSE

Without prejudice to any and all available remedy,in case of any breach by either the Distrubor or Authorized Broadcaster of this agreement , the Distributor shall pay penalty of Total License Fee at the first request of Licensor or Madd.

24.CONFIDENTIALITY

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Neither party shall disclose this License Agreement, any of the terms hereof and/or any confidential information supplied by the other in connection with this License Agreement to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld, provided, however, that disclosures may be made: (i) to the extent necessary to comply with government disclosure requirements, court orders or applicable laws (ii) to either party's officers, directors, shareholders, attorneys, auditors and advisors; and (iii) as may be necessary and appropriate in connection with the proper performance and enforcement of this License Agreement.

25.NOTICE

Any notice given under this License Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be served by delivering it personally, or sending it by reputable courier service to the relevant Party at its registered office specified in this License Agreement or at such other addresses as such Party may designate in writing by notice delivered pursuant hereto.

Notice to Licensor shall be addressed to:

Notice to Distributor shall be addressed to:

Notice to Licensee shall be addressed to:

26.SPECIAL CONDITIONS:

Distributor hereby within the scope of this Agreement accepts, declares and undertakes the following:

- The Distributor agrees to provide all the information regarding broadcast reports, ratings, original title etc. within the release date of the Licensed Program and in quarterly reports during the License Period. For the avoidance of doubt, this Agreement is not a trademark license agreement. The Licensor does not provide any guarantee to the Distributor with respect to the availability of the Turkish title and English title within and outside the Territory.
- The Producer's, Distributor's and format owner's logo as well as keeping the credit to the format owner/original screen writer (if any) shall be broadcasted by Authorized Broadcaster.
- The Producer's and Distributor's logo in all indoor and outdoor advertising and promotions, and in all online media and printed materials shall be included by Authorized Broadcaster .
- The signed license agreement with Authorized Broadcaster shall be shared with Licensor and MADD no later than 10(ten) days from signature.
- Distributor shall take and shall ensure that all possible steps to protect the Licensed Program and other materials provided by Licensor or MADD against any infringement or unauthorized or improper use in Territory.
- Distributor shall not assign, transfer, alienate and/or sub-contract its rights and obligations under this Agreement, without prior written authorization from the Licensor. For the avoidance

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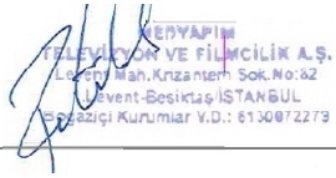
of doubt, the Licensor may freely assign its rights and obligations without any authorization from the Distributor. This License Agreement is governed by Turkish law and the parties submit to the exclusive jurisdiction of the Supreme Courts in Kazakhstan.
LICENSOR: **MED YAPIM TELEVİZYON VE FİLMCİLİK ANONİM ŞİRKETİ**
BY SIGNATURE: 
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DISTRIBUTOR: **MA DISTRIBUTION TELEVİZYON VE FİLMCİLİK ANONİM ŞİRKETİ**
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