LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into June , 2024 between **KBS Media** ("Licensor"), a corporation duly organized and existing under the laws of the Republic of Korea, with its principal place of business at KBS Media Center, 45 Maebongsan-ro, Mapo-gu, Seoul, Korea and **ALT CAPITAL PTE. LTD** ("Licensee"), a legal entity under the laws of Singapore, with its principal place of 75, High Street, Singapore 179435.

1. Definitions

For the purpose of this Agreement, the following terms shall have the respective meanings set forth below:

a) "Programs" shall mean KBS Program(s) set forth in Exhibit A.

b) "Territory" shall mean Kazakhstan only.

"Free TV Right" shall mean the right to render Program(s) accessible to the public for private use, whereby a charge is not made to the viewers by way of analog and/or digital broadcasts.

"License Fee" shall mean the price of Program(s) which Licensee shall pay to Licensor as mentioned in Exhibit A.

"Term" shall mean the license period of 3 years which commences on July 1, 2024 and terminates on June 31, 2027.

2. Grant of Rights

a) Subject to the limitations, terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee the non-exclusive Free TV right for 4 runs for each Program in Territory during Term.

b) The right conferred upon this Agreement do not include Pay TV rights, IPTV rights, VOD rights, videogram rights, the exhibition in the classroom, public hall and at any other gathering held without entrance fee whether or not the audience is required to have any kind of qualifications for the participation, and the rights to use Program(s) or any part or parts of Program(s) for commercial films or any rights not granted hereunder.

c) Licensee shall accept the transmission of Program(s) in Territory by/on any KBS-branded channel such as KBS World.

3. License Fee

a) License Fee for this Agreement

- Licensee shall make payment

  3-d) in the following order:

- The Licensor is obligated to provide materials to the Licensee after payment of the paid License Fee for each series.

b) The payment to be made by Licensee to Licensor hereunder shall be without any deduction of withholding taxes, if Licensee is not able to provide the certificate of withholding taxes payment to Licensor within 1(one) month after the full payment.

c) If full payment of the total License Fee is not made until September 30, 2024, Licensor shall have the rights to terminate this Agreement and any payments made shall not be returned to Licensee.

d) Licensee shall remit License Fee at Licensor's following bank account.

Bank Name: Shinhan Bank
Address: 18 Yoido-dong, Youngdeungpo-gu, Seoul, Korea
Account No.: 907-07-000043
Account Name: KBS Media Ltd.
Swift Code: SHBKKRSE

4. Delivery of Materials

a) Licensor shall provide Licensee with the materials set forth in Exhibit A within 15 (fifteen) days after receiving full payment of the total License Fee.

b) Licensee shall bear all freight, shipping and handling costs for delivery of the materials.

c) In the event that Licensor shall be prevented from delivering the materials at the time and in the manner herein required by reason of fire, flood, earthquake, act of God, accident, embargo, war, insurrection, civil disturbance, strike or any labor dispute, inability to obtain materials of transportation, failure of default of any laboratory, carrier of other party not controlled by Licensor, action, law, rule of regulation of any government or governmental agency, or any other cause of condition, whether similar or dissimilar to the foregoing, beyond the reasonable control of Licensor affecting the production and/or delivery of the materials, then Licensor's time to make delivery shall be extended for a period equal to the duration of such causes or conditions and for such reasonable time thereafter as shall be required by Licensor to be able to resume normal operations.

d) In case the materials which Licensor has already provided to Licensee or any part thereof are so defective in their physical state or condition as to be incapable of use by Licensee, Licensee notifies Licensor, in writing, then Licensor shall dispatch the replacement materials to Licensee within one month following the receipt of such notice at Licensor's cost and Licensor shall bear all shipping costs.

5. Warranties and Indemnification

a) Licensor duly warrants and represents that Licensor has the rights of Program(s) to enter into this Agreement and grant Licensee the rights granted herein.

b) Licensee shall be responsible for obtaining and paying for all necessary music copyrights, synchronization rights and neighboring rights and so on that Licensor doesn't secure for Licensee's exploitation of the rights granted herein.

c) The Licensor duly warrants and represents that the Licensor has the rights to enter into the present Agreement including authors' rights to the extent necessary for this Agreement. Should any third party produce any requests and/or claims related to the Granted rights or any other requests and/or claims related to the Program(s), Licensor shall bear all the liability and expenses related to such requests and/or claims, only if such requests and/or claims are not connected with Licensee's breach of this Agreement. Licensee shall be free from liability connected with such requests and/or claims.

6. Localization

a) Licensee is allowed to translate, dub and/or subtitle Program into Kazakh and Russian language only and/or to add appropriate local subtitles, literature, or picture to reedit Program(s), but it must not be contradictory to the original version of Program(s) and must be on the basis of the original version of Program(s) in its integrity. The Licensee shall comply with obligatory rules and regulations of Territory while exploiting Program(s).

b) Licensor shall not be responsible for any claims, demands, liens or encumbrances brought and alleged by a third party due to such localized version by Licensee as above mentioned in 6-a).

7. Miscellaneous

a) As regards points not stipulated in this Agreement or any doubtful point in the stipulations, Licensee and Licensor shall settle them in mutual consultation and in the spirit of mutual trust. On failing to reach such settlement the dispute shall be resolved by arbitration at Korean Commercial Arbitration Board in accordance with its rules and regulations.

b) This Agreement shall be governed and construed and enforced in accordance with the laws of Korea applicable to this agreement.

c) Licensee upon the written request of the Licensor shall inform the name of broadcasting channel, broadcasting date, timeslot and ratings information.

d) The present Agreement shall come into effect starting from the moment of its signing and shall be valid until the Parties perform their obligations under the present Agreement in full.

8. Confidentiality

a) No party shall disclose or permit to be disclosed to any third party any confidential information of this Agreement and /or any confidential information supplied by the other party except in the case of the prior consent of the other party and/or official request of authorities of one of the Parties.

b) The undertakings contained in this clause shall remain in force after the termination of the agreement for whatever cause and shall not be or be deemed to be waived, merged or extinguished by or upon such termination.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement in duplicate originals in English language, and both parties shall retain one copy each thereof.

For and on behalf of	For and on behalf of
Licensor	Licensee
이동은	
_____	_____
Hansang Jo	V.Gromov
Executive Managing Director	General Director

EXHIBIT A

Program Titles, Duration and License Fee

Title	Duration	License Fee
Young Lady and Gentleman	70' X 52 eps.	
Live Your Own Life	70' X 51 eps.	

Version and Materials

Version	Materials
Korean Version	- Digital video files with separate M&E tracks - Korean scripts - English subtitles, if available

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