

OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice  
Washington, DC 20530

**Exhibit A to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant  MHZ Networks LLC	2. Registration No.  0553
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3. Name of Foreign Principal FRANCE MEDIAS MONDE ("FMM") for FRANCE 24	4. Principal Address of Foreign Principal 80 rue Camille Desmoulins 92130 Issy-les-Moulineaux
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) Government-owned media holding company
- Individual-State nationality

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant  
N/A
- b) Name and title of official with whom registrant deals  
N/A

7. If the foreign principal is a foreign political party, state:

- a) Principal address  
N/A
- b) Name and title of official with whom registrant deals N/A
- c) Principal aim N/A

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

FRANCE MEDIAS MONDE ("FMM") is a French-government-owned media holding group in charge of French international broadcasting. It includes FRANCE 24, the continuous news channel (in French, English, Arabic, and Spanish); RFI, the world radio channel (in French and thirteen other languages); and Monte Carlo Doualiya, a radio channel in Arabic. The three channels broadcast from Paris to five continents, in fifteen languages. FRANCE 24 is a television channel featuring culture, news, sports, education, travel, business news, world news, and general entertainment.

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes  No
- Owned by a foreign government, foreign political party, or other foreign principal Yes  No
- Directed by a foreign government, foreign political party, or other foreign principal Yes  No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes  No
- Financed by a foreign government, foreign political party, or other foreign principal Yes  No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

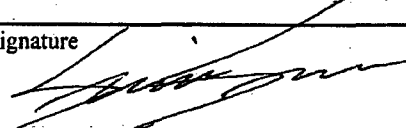
FRANCE 24 is a component of FRANCE MEDIAS MONDE ("FMM"), which is wholly owned by the government of France.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title FREDERICK THOMAS PRESIDENT/CEO	Signature 
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OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice  
Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  MHz Networks LLC	2. Registration No.  0553
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3. Name of Foreign Principal  
  
FRANCE MEDIAS MONDE ("FMM") for FRANCE 24

Check Appropriate Box:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
  - 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
  - 6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
The nature and method of performance are set forth in the attached contract.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

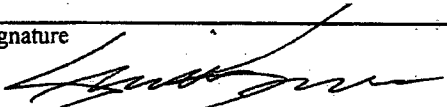
MHz Networks LLC is an independent commercial television programming distributor based in Northern Virginia. It provides the technical distribution services through which a range of video programming producers can deliver video programming to audiences nationwide. It has no involvement in content creation or promotion. Despite concerns regarding the First Amendment implications of any requirement for registration, following consultations with the Department of Justice, MHz Networks LLC is registering out of an abundance of caution and its commitment to FARA compliance. It has been and continues to be merely the commercial distributor of video content and has never been directed by any foreign agent, entity, or principal.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title <b>FREDERICK THOMAS</b> <b>PRESIDENT/CEO</b>	Signature 
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Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



## TELEVISION AND OTT DISTRIBUTION AGREEMENT

This Television and OTT Distribution Agreement (this "**Agreement**"), effective as of May 10, 2018 (the "**Effective Date**"), is between MHZ NETWORKS LLC, a Delaware limited liability company ("**MHz**"), and France Medias Monde, a public limited company with a capital share of 5,347,560€, located at 80 rue Camille Desmoulins 92130 Issy-les-Moulineaux FRANCE registered at the RCS of Nanterre n°501 524 029 00086, represented by Victor ROCARIES, Chief Operating Officer, ("**FMM**") for FRANCE 24 ("**FMM**").

### Background

FMM desires to engage MHz to, among other things, develop a platform for and provide certain OTT and television distribution services in the United States and Canada (the "**Territory**") in accordance with the terms and conditions set forth in this Agreement, and MHz desires to be so engaged.

Accordingly, the parties agree as follows:

### Agreement

1. **Term.** Unless terminated earlier in accordance with the terms set forth in Section 13, the term of this Agreement will be for 3 years beginning on the Effective Date (the "**Initial Term**"), and following the Initial Term, the term of this Agreement will automatically renew for successive one year periods (each a "**Subsequent Term**," and together with the Initial Term, the "**Term**").
2. **Services.** Subject to the terms and conditions of this Agreement, including FMM's payment obligations, MHz shall provide the following services to and on behalf of FMM (collectively, the "**Services**"):
  - (a) **OTT Platform.**
    - (i) In accordance with MHz's standard processes, policies, and procedures that it employs for its own streaming audio and visual internet-based platform, MHz shall develop, maintain, customize, manage, and market an OTT audio and visual internet-based platforms (the "**Platforms**") for the purpose of distributing and displaying all audio-visual programs now or in the future owned or licensed by FMM that are (A) developed or produced in France (B) focused on domestic and internal news and documentary content and the like (each, a "**Title**"). A current list of the Titles is set forth on Schedule 1 to this Agreement, which the parties may update from time to time to set forth additions, deletions, or revisions to the Titles.
    - (ii) MHz shall use commercially reasonable efforts to launch the programs on MHz platforms on or about August 1, 2018 (the "**Platform Launch**"). In order to meet the Platform Launch date, MHz must have received the Delivery Materials (as defined in, and in the form and manner consistent with the terms set forth in, Section 5 of this Agreement) from by 30 days prior to the launch date. In the event that MHz does not receive the Delivery Materials by that date, it cannot guarantee the exact Platform

Launch date and will not be liable to FMM for any delayed Platform Launch. MHz will not be responsible for any delays to the placement of the programs on an MHz Platform beyond its reasonable control.

(iii) MHz shall provide a designated point-of-contact for the Platform (the "**Designated Representative**"). MHz may update the Designated Representative from time to time upon prior written notice to FMM.

(b) **Television Distribution.**

(i) Beginning May 17, 2018 (the "**Television Launch Date**"), MHz shall include at least a three hour block of programming of the Titles (the "**F24 Block**"), on its Hz Worldview channel (the "**MHz Worldview Channel**"), between the hours of 1800-2100 ET daily. MHz Worldview Channel is currently transmitted to viewers by means of certain broadcast, cable, and satellite television outlets in the Territory. MHz has provided to FMM a list of such outlets as they exist on the Effective Date. In order to meet the Television Launch Date, MHz must have received the Delivery Materials, in the form and manner consistent with the terms set forth in Section 5 of this Agreement.

(ii) Throughout the Term, FMM shall submit to MHz programming schedules covering future programming for the F24 Block no later than [15] days prior to such programming's intended transmission date. The parties will use good faith efforts to mutually agree upon the programming schedules for the F24 Block. In the event the parties do not agree, MHz will determine the final programming for the F24 Block. Notwithstanding the foregoing, all programming identified in the programming schedules must be in accordance with the specifications set forth in Schedule 2 (Programming Guidelines) to this Agreement and the Content Requirements.

(c) **Third-Party OTT Platforms.** The parties acknowledge and agree that MHz may from time to time at the direction of FMM enter into agreements with third-party OTT platform vendors for the purposes of using those vendors as another distribution outlet for customers to view and access the Titles on MHz Worldview channel.

3. **Future Titles.** MHz and FMM agree to discuss changes in the existing titles of the F24 Block from time to time.

4. **Rights Granted; Acknowledgements.**

(a) FMM hereby grants MHz the non-exclusive license or sublicense, as the case may be, in the Territory to do the following (including any and all rights reasonably necessary for or ancillary to MHz's exercise of any of the following or any other rights of MHz hereunder): use, reproduce, reformat for the applicable delivery method, encode, encrypt, market, promote, exhibit, transmit, distribute, store, transport, display, and/or have displayed (collectively, "**Distribute**") the Titles on the Platform, the MHz Worldview Channel, or any third-party OTT platforms (collectively, the "**Distribution Outlets**"). FMM shall not directly or indirectly in the Territory Distribute the Titles by any means of transmission now known or in the future invented, including, broadcast, cable, satellite, in home entertainment, streaming, pay-per-view, digital rent, digital purchase, etc. The parties may in the future agree on MHz acquiring additional rights to the Titles from FMM and FMM shall not offer to, or solicit any offers from, third parties for any rights in the Territory to the Titles. FMM shall promptly notify MHz of any bona fide offers from third parties seeking to acquire any rights from FMM to Distribute any Titles in the Territory or seeking to acquire F24 (whether through merger, stock sale, asset sale or otherwise).

(b) MHz may advertise, market, and promote, in any and all media (whether now known or hereafter devised), the availability of the Titles on the Distribution Outlets using the Delivery Materials and

any images, trailers, logos, artwork, publicity materials, and metadata provided by FMM as it deems appropriate as well as any video clips from the Titles created by MHz of up to (i) 1 consecutive minute of footage from Titles that are under 22 minutes in duration and (ii) 3 consecutive minutes of footage from Titles that are 22 minutes or longer in duration (collectively, the "**Promotional Materials**"). MHz may feature the Promotional Materials in advertisements outside of the Distribution Outlets, in any media, to promote the Titles and related products, the Distribution Outlets and any features of the Platform, and the availability of the Titles on the Platform, the MHz Worldview Channel, or any third-party internet streaming services platforms.

(c) FMM acknowledges that MHz, for purposes of providing the Services, may (i) make the Platform available through any websites, applications, device interfaces, or points of presence now known or hereafter devised, (ii) grant authorized subscribers of the Platform the right to access such Titles via streaming, and (iii) deliver the Titles on the Platform via any means now known or hereafter devised (including cable, wire, fiber, satellite, wireless and/or cellular).

**5. Delivery of Content.** For each Title, FMM, at its sole cost, will deliver to MHz the Delivery Materials in accordance with such technical specifications as may be requested by MHz to FMM (including the requirement that the Title not contain any advertisements, bugs, , or tracking tags) and any applicable U.S. Federal Communication Commission and Canadian Radio-television and Telecommunications Commission regulations. With respect to each Title, "**Delivery Materials**" means (i) France 24 live feed, (ii) any Promotional Materials (including, but not limited to, all images, trailers, logos and artwork associated with the Title).

**6. Ownership.** Subject to the rights granted to MHz by FMM under this Agreement, as between MHz and FMM retains all ownership or license rights, as the case may be, in and to the copyrights and all other rights and interest in and to the Titles. MHz retains all ownership or license rights, as the case may be, in and to the copyrights and all other rights and interests in and to the Platform and any materials MHz uses in connection with the Platform to make the Titles available (such as a generic cover image used for the Titles if FMM does not provide one). MHz is solely responsible for, and will have full discretion with respect to the terms, features, and operation of the Platform, including selection of Titles to be streamed on the Platform and the related marketing of the Titles offered on any of the Distribution Outlets, but MHz's use of the Titles will be subject to the terms of this Agreement. Notwithstanding the foregoing, FMM grants to MHz an non-exclusive right and license to use any trademark, trade name, service mark, logo or other similar intellectual property right (the "**Trademarks**") owned by FMM in connection with MHz's performance of its obligations under this Agreement. MHz shall be entitled to insert its trademarks, trade names and/or logos in any exhibition of the Titles and to insert such trademarks, trade names and/or logos in all commercialization thereof and/or paid advertising related thereto. This Agreement shall not be construed to give MHz any ownership right, title or interest in any of the Trademarks, but only to permit MHz to use them for the limited purposes set forth herein. MHz acknowledges that the Trademarks and the goodwill associated therewith, whether currently existing or accruing in the future, are and shall remain the sole property of FMM. FMM acknowledges that the trademarks, trade secrets and other intellectual property of MHz, and the goodwill associated therewith, whether currently existing or accruing in the future, are and shall remain the sole property of MHz and not FMM's. Nothing in this Agreement restricts any rights MHz may have under applicable law or a separate agreement. The expiration or termination of this Agreement automatically terminates all licenses granted to MHz under this Agreement without further notice, and MHz agrees that upon any expiration or termination of this Agreement, MHz shall cease and desist from use of the Trademarks in any manner.

**7. Content Requirements.**

(a) FMM shall ensure that all of the Titles are in compliance with the policies for content set forth on Schedule 3 to this Agreement at the time of submission, which may be updated from time to time in MHz's discretion (the "**Content Requirements**"). If FMM discovers that content submitted does not comply with the Content Requirements, FMM shall immediately withdraw the content and otherwise bring such Title into compliance if it is to be made available on the Distribution Outlets. MHz may remove or modify the Titles, the metadata, cover art, and product description if it is determined that such materials do not comply with the Content Requirements. MHz shall promptly notify FMM of any such removal of a Title. FMM may not include any advertisements or other content in the Titles that is primarily intended to advertise or promote products or services.

(b) If MHz requests that FMM provides additional information relating to the Titles, such as information confirming that MHz has all rights required to permit the distribution and displaying of the Titles, FMM shall promptly provide the information requested, recognizing that the Services with respect to such Title may be tolled until proof of rights is received. FMM authorizes MHz, directly or through third parties, to make any inquiries MHz considers appropriate to verify FMM's rights to permit MHz's performance of its obligations under this Agreement.

#### **8. Fees; Payment; Taxes.**

(a) **Television Distribution Fees.** For the distribution of the FMM Block on the MHz Worldview Channel, FMM shall pay MHz \$50,000.00 per year (the "**Television Distribution Fee**"). During the Term, FMM shall pay MHz the annual Television Distribution Fee in advance no later than June 1st of each year, with the first Television Distribution Fee being due no later than May 31, 2108. Considering the Disclaimer of Warranty provided for in Article 12 per MHz, it is understood that in case of switch-off the Services by MHz (except in the case of force majeure), the Television Distribution Fees will be reduced on a prorata basis.

(b) **Taxes.** MHz will be exclusively responsible for and shall pay any and all taxes, liens, rates, royalties, and contributions that may be applicable with regard to the Platform. MHz will not be required to pay any taxes imposed on or measured by FMM's net income, net profits, income, profits, revenues, gross receipts, franchise, doing business, capital, intangible, value added (other than value added tax in the nature of sales or use or similar taxes), net worth, all real property and ad valorem taxes imposed by any governmental authority on the fees payable to FMM under this Agreement, or similar taxes or taxes in lieu thereof, whether collected by withholding or otherwise.

**9. Representations and Warranties.** FMM hereby represents and warrants that (a) FMM has the full and unencumbered right to grant to MHz, and has obtained all necessary approvals, and releases to grant to MHz, all of the rights granted herein to MHz, (b) the Titles and MHz's exercise of its rights and provision of the Services in accordance with this Agreement do not and will not infringe on any rights of third parties, (c) any information and documentation that FMM provides to MHz will be current, complete, and accurate, and (d) the Delivery Materials and Promotional Materials will not contain any subject matter or materials that are defamatory, libelous, obscene, or illegal under the applicable laws of the Territory.

**10. Indemnification.** FMM shall indemnify, defend, and hold MHz, its officers, directors, employees, members, affiliates, subcontractors, successors, and assignees harmless from and against any and all third-party claims, actions, causes of action, demands, judgments, liabilities, damages, losses, injuries, costs, and expenses (including reasonable attorneys' fees and court costs) brought against MHz that arise from or relate to: (a) any breach or alleged breach by FMM of any of its representations, warranties or obligations set forth herein or (b) any claim that MHz's exercise of the rights granted by FMM under this Agreement violates any law or regulation or the right(s) of any third party (individually, a "**Claim**," and collectively, the "**Claims**"). FMM shall not consent to the entry of a judgment or settle a Claim without MHz's prior



written consent, which may not be unreasonably withheld. FMM shall use counsel reasonably satisfactory to MHz to defend each Claim. If MHz reasonably determines that a Claim might adversely affect MHz, MHz may take control of the defense at its expense (and without limiting FMM's indemnification obligations).

**11. Limitations on Liability.** Except with respect to the parties' respective confidentiality obligations and FMM's indemnification obligations, each party will not be liable to the other party (a) for any lost profits or for any other consequential, indirect, incidental, punitive, exemplary, or special damages arising out of or in any way related to this Agreement, even if such party has been advised of or is aware of the possibility of such damages, or (b) for damages arising out of or in any way related this Agreement, whether based in contract, warranty, tort, or otherwise, for an aggregate amount in excess of the amount of fees (including MHz's Platform management fee) due and payable by FMM hereunder to MHz for the twelve-month period preceding the claim. Notwithstanding the foregoing, this Section 11 will not be deemed to waive any of either party's rights at law or in equity with respect to undisputed fee payments due to such party by the other party hereunder.

**12. Disclaimer of Warranty.** The Services are provided on an as is basis and MHz makes no representations or warranties of any kind, express or implied, including (a) that the Platform will always be available, accessible, or operate without error, (b) as to the volume of sales or Subscription Fees that will be generated by the Titles, or (c) that the MHz Worldview Channel will be transmitted by the same, same amount or type of, satellite, broadcast, or cable outlets.

**13. Termination and Effect of Termination.**

(a) **Termination.** Either party may terminate this Agreement upon written notice to the other party if: (i) such other party materially breaches any provision of this Agreement and does not cure the breach within 30 days after receiving written notice thereof, (ii) such other party commits a material breach of any provision of this Agreement that is not capable of being cured, (iii) such other party becomes insolvent or unable to pay its debts in the ordinary course of its business, (iv) a voluntary petition under applicable bankruptcy or other insolvency law is filed by such other party, (v) a receiver is appointed for the business affairs of such other party or such other party makes an assignment for the benefit of creditors, (vi) any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law is instituted against such other party that is not dismissed within 45 days thereafter, or (vii) such other party liquidates or ceases doing business as a going concern. During any Subsequent Term, either party may terminate this Agreement for convenience upon [90] days advance written notice.

(b) **Effect of Termination.** Upon termination of this Agreement, except as otherwise expressly provided for herein, (i) all of MHz's rights to the Titles under this Agreement will immediately cease to exist, (ii) MHz must discontinue making the Titles available on any of the Distribution Outlets, (iii) MHz must destroy or have destroyed all copies of the Titles, and (iv) within 30 days of the effective date of the termination, each party shall pay any outstanding fees owed and not yet paid to the other party. Sections 6, 8, 9, 10, 11, 12, 13, 14, 15 will survive the termination of this Agreement.

**14. Confidentiality.** During the Term of this Agreement, each party (each, a "Receiving Party") may have access to certain procedures, technical data, proprietary information, and trade secrets of the other party and its affiliates (each, a "Disclosing Party") not generally available to the public, which will be deemed to be "Confidential Information." The terms of this Agreement, but not the existence of this Agreement, will be deemed Confidential Information of the parties. Notwithstanding anything to the contrary, Confidential Information does not include any information which (i) is publicly known and generally available in the public domain, (ii) becomes publicly known through no action of the Receiving Party, (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing

Party as shown by the Receiving Party's files and records prior to the time of disclosure and not subject to any other agreement to hold such information in confidence, (iv) is obtained by the Receiving Party from a third party without a breach of the Receiving Party's obligations of confidentiality set forth herein, or (v) is independently developed by the Receiving Party without use of or reference to the Confidential Information. A Receiving Party shall not disclose or otherwise permit any person or entity to access or to use any of the Confidential Information, except: (a) at the written direction of the Disclosing Party; (b) if and solely to the extent necessary to comply with the law or the valid order of a court of competent jurisdiction, provided that the Receiving Party has given the Disclosing Party prompt written notice of such requirement; (c) as part of its normal internal review processes with its attorneys, accountants, and auditors; (d) to independent contractors engaged by the Receiving Party who reasonably need to know the Confidential Information in order to perform its function and such contractors are informed of the confidentiality obligations and agree to be bound by provisions no less protective of the Disclosing Party than those set forth in this Section 14; or (e) in order to enforce any of its rights under this Agreement.

**15. Miscellaneous.**

(a) **Governing Law; Venue.** This Agreement and the terms and conditions set forth herein, will be governed by and construed solely and exclusively in accordance with the internal laws of the Commonwealth of Virginia without regard to its conflicts of law principles. The parties hereby expressly and irrevocably agree that, after exhaustion of amicable means, any suit or proceeding arising directly and/or indirectly pursuant to or under this Agreement will be brought solely under the Rules of Arbitration of the International Chamber of Commerce based in Geneva by one arbitrator appointed in accordance with the said Rules.

(b) **Notices.** Unless this Agreement specifically requires otherwise, any notice, demand, or request provided for herein or served, given, or made as contemplated hereby must be in writing and either (i) delivered in person, (ii) sent by email with receipt acknowledged, (iii) sent by certified United States mail, postage prepaid, or (iv) sent by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to a party at the addresses specified below (or such other address as a party may specify by notice):

If to MHZ:  
MHZ NETWORKS LLC  
Frederick Thomas, CEO

If to FMM:  
FRANCE MEDIAS MONDE  
Brice BERTRAND  
Distribution Director – Asia Pacific & America

Email : Fthomas@mhznetworks.com  
Attention: \_\_\_\_\_

Email: brice.bertrand@francemm.com  
Attention: \_\_\_\_\_

Notice given by personal delivery, mail, or overnight courier pursuant to this Section 15(b) is effective upon receipt by a party's employee. Notice given by email pursuant to this Section 15(b) is effective if sent to the email address identified above, regardless of acknowledgement of receipt.

(c) **Relationship of the Parties.** Nothing contained in this Agreement will be construed in any manner as creating an agency, partnership, joint venture or any other type of relationship between MHZ and FMM except that of independent contractors. Neither party will have, nor will such party hold itself out as having, any authority whatsoever, whether express or implied, to assume, create, or incur any obligation or liability whatsoever, contractual or otherwise, on behalf of or in the name of the other party or to bind the other party in any other manner whatsoever except as expressly set forth in this Agreement. MHZ shall not

market, promote, and distribute the Titles in FMM's name nor hold itself out as having authority to negotiate or conclude contracts on FMM's behalf.

**(d) Assignment.** This Agreement and any rights and obligations hereunder may not be transferred or assigned by FMM, whether by merger or operation of contract, law, or otherwise, without MHZ's prior written consent, which consent shall not be unreasonably withheld, conditioned or, delayed. Any attempted assignment without such consent will be null and void. MHZ may assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise. Subject to the foregoing, this Agreement will inure to the benefit of the parties' permitted successors and assigns.

**(e) Waiver.** A waiver by either party of any breach or default by the other party under this Agreement will not constitute a waiver of any other or subsequent breach or default by such other party, and the failure of either party to enforce any term of this Agreement will not constitute a waiver of such party's rights to subsequently enforce the term.

**(f) Entire Agreement.** This Agreement contains the full and complete understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, and, except as otherwise provided, cannot be modified except in a writing signed by both parties.

**(g) Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be void and unenforceable, all other provisions of this Agreement will nevertheless continue in full force and effect.

**(h) Construction.** The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including, without limitation."

[Signature Page Follows]

This Agreement is executed by the parties as of the Effective Date.

**MHz NETWORKS LLC**

By: \_\_\_\_\_  
Name: Frederick Thomas  
Title: CEO

**FRANCE MEDIAS MONDE**

By: \_\_\_\_\_  
Name: Victor ROCARIES  
Title: C.O.O.

**SCHEDULE 1**  
**List of the Titles**

(To be completed by the parties on an on-going basis)

**SCHEDULE 2**  
**Programming Guidelines for the MHz Worldview Channel**

All programming must be non-commercial in nature and may not contain commercial advertising. Pricing, comparative promotion, and calls-to-action are not allowed on U.S. public television programming.

**SCHEDULE 3**  
**Content Requirements**

(Not applicable)