

PROGRAMME DISTRIBUTION AGREEMENT

made by and between **MEGA MAX MEDIA, s.r.o.** whose office is at Zámocká 3, 811 01 Bratislava, BIN: 35 938 684, company entered in the Commercial register of District Court of Bratislava I, Section: Sro, insert No.: 36300/B as Programme Provider, (hereinafter: "Programme Provider") represented by Zsuzsanna Bérczi, statutory body

and(**corporate name, address, company registration number**), as Programme Distributor, (hereinafter "Programme Distributor") represented by (**name and title of representative**) as of the date written below under the following terms and conditions:

I. THE SCOPE OF THE AGREEMENT

1. Programme Provider assigns and authorises Programme Distributor to distribute the **television programmes "bebe tv and "** (hereinafter: „programmes”) and Programme Distributor undertakes to distribute the programme through cable network (hereinafter: „cable network”) under the terms and conditions set forth herein.

II. THE OBLIGATIONS OF THE PROGRAMME PROVIDER

1. Programme Provider shall provide the programme “bebe tv” every day of the year 24 hours a day in SD format, for Programme Distributor. The content of the programmes are set forth in Schedule 1 hereto. The Programme Provider shall transmit the programme provision signal produced by itself via satellite transmission to the Programme Distributor. The technical characteristics of signal transmission and the name of the programme(s) contracted are set forth in Schedule 2 hereto.
2. The Programme Provider shall transmit the programme signal at the quality level required by the prevailing applicable standards and laws, and as required herein, to the headends of the Programme Distributor.
3. Programme Provider shall be exclusively entitled and obliged to compile the content of the programme for which it shall take full responsibility.

The Programme Provider shall be responsible for obtaining all rights and/or licences and the payment of any other fees and costs that must be obtained or paid for the production, distribution and dissemination in

order that it is able to fully grant to Programme Distributor all rights concerning the reception and distribution of the programme hereunder, with particular emphasis on the royalties payable under Act LXXVI of 1999 and other regulations issued on the basis of said Act.

Accordingly, Programme Provider is exclusively responsible for meeting the data provision obligations concerning copyright and neighbouring rights. Programme Provider is not responsible for making the relevant payment for clearing local performing rights under the Copyright Act LXXVI. of 1999 to the appropriate Hungarian central copyright fee collecting society ARTISJUS or its legal successors, which is exclusive responsibility of Programme Distributor.

If any third party enforces a claim against the Programme Distributor with reference to its proprietary right, personality right, copyright, neighbouring right to the programme, then the Programme Provider undertakes to satisfy such claim on behalf of Programme Distributor and if a lawsuit is brought against Programme Distributor, Programme Provider undertakes to get involved in such lawsuit in order to help Programme Distributor to win the case and Programme Provider also undertakes to pay the full costs of such lawsuits.

4. The Programme Provider shall provide for obtaining, and maintaining the validity of, all consents and permits required for the production and distribution of the programme during the term of this agreement.
5. Programme Provider undertakes to provide the programme with the content set forth in Schedule 1 hereto for programme distribution and not to change such content without the express prior written consent of Programme Distributor. The change of the content of the programme without the express prior written consent of Programme Distributor shall be considered as a material breach.
6. Programme Provider represents that it will distribute neither its own programme other than determined herein nor any other programme produced by another organisation through the cable network specified in Schedule 3 herein during the time period assigned for providing the programme as set forth in Clause II/1.
7. Programme Provider shall distribute the programme by unencrypted digital satellite transmission pursuant to the satellite and/or transmission frequency set forth in Schedule 2 hereto where the place of performance of the programme and therefore also the service provided by Programme Provider is the surface of the reception aerial located at the headend of the Programme Distributor.

Programme Provider shall provide the smart card to Programme Distributor free of charge; the smart card is the property of the Programme Provider but the Programme Distributor is entitled to use it

free of charge during the term of this agreement. Programme Distributor shall return the smart card to Programme Provider without delay in undamaged condition, natural wear and tear excepted, if this agreement is terminated for any reason whatsoever. If the smart card is not returned due to the fault of Programme Distributor, it shall be responsible to indemnify Programme Provider for any and all verified direct damage arising from such failure.

If the smart card gets faulty during the term of this agreement, the Programme Provider shall replace and activate it without delay, at latest within 48 hours after the notification to that effect. The Programme Distributor shall pay for the replacement of the faulty smart card only if the fault was caused by a circumstance within the control of Programme Distributor; in such case Programme Distributor shall pay damages up to the maximum amount of EUR 35.

Programme Provider shall be entitled to change the parameters of receiving satellite signal fixed in Schedule 2 (change encryption system or change the satellite or beam used for signal transmission during the term of this agreement) subject to notifying the Programme Distributor in writing about such changes at least 60 days in advance, and subject to indemnifying Programme Distributor for all costs, expenses, direct and indirect damages arising at Programme Distributor in connection with such changes whereby 50% of the expected costs as calculated by Programme Distributor shall be paid by Programme Provider to Programme Distributor 30 days before the changes take effect and the rest of the actual costs shall be paid within 15 days of the date of the changes. Failure or delay by Programme Provider in complying with the obligations to accomplish notification or indemnification shall be considered as a material breach. For the smooth change the Programme Provider ensures parallel broadcasting for at least 30 days

In case of more than 48 hours broadcast outage or bad quality the program distributor is entitled to proportionately fee reduction.

If the encryption stops, or via some other technical way it becomes available also for free, then all the obligations of the program provider wont be change, but the program distributor doesn't have to pay in the future.

The program provider must provide a helpdesk for the technical problems during the all the broadcast time. The technical helpdesk works at the Hungarian agent of the program provider.

III. OBLIGATIONS OF THE PROGRAMME DISTRIBUTOR

1. Programme Distributor undertakes to provide for the full reception of the programme by simultaneous unaltered programme distribution through the cable network specified in Schedule 3 hereto, and in which regard Programme Distributor has either ownership right or right of disposal based on some other right, to the subscribers connected to the network and having a valid subscription contract.
2. Programme Distributor undertakes to provide a dedicated channel for the distribution of the programme through which the programme may be received by the subscribers connected to the cable network in a quality specified by the prevailing applicable standards and laws and also in the business regulations of Programme Distributor.

Programme Distributor shall distribute the programme during the time determined by Programme Provider in an uninterrupted and continuous manner and shall be entitled, if the programme time is less than 24 hours a day, to include during the time not covered by programme time some other programme, programme item or advertisement.

3. Programme Distributor shall provide for technical monitoring during the distribution of the programme and shall keep the deadlines for the elimination of faults specified in the general contractual conditions of Programme Distributor so that the programme distribution remains continuous.
4. Programme Distributor shall carry out programme distribution by satellite receivers of adequate quality and shall, as far as possible, take into consideration the recommendation of Programme Provider when purchasing such receivers.
5. Programme Distributor shall send a report on the number of subscribers to the programme either directly or through HCA to Programme Provider by the 20th day following each calendar month where such report shall include the number of households connected to the individual headends and the number of subscribers eligible to receive the programme both on the first and the last day of the period concerned.

Programme Distributor takes due note that if it fails to send to the Programme Provider the opening and closing data in the manner and by the deadline referred to above, then Programme Provider will issue its invoice on the usage fee on the basis of the previously disclosed data, without prejudice to additional usage fee due to additional subscribers.

6. This agreement shall cover exclusively the headends specified in Schedule 3 hereto and distribution to subscribers that may be reached through such headends. Distribution of programme by Programme

Distributor through further headends not specified in this Schedule shall be subject to the supplementation of Schedule 3 and the modification in writing of this agreement.

7. Program Provider must provide the program distribution till the program distributor's headends by its own charge. The Program provider ensures that the sign's quality at the satellite used parallels with the industry standards

IV. THE TERM OF THE AGREEMENT

1. This agreement shall take effect on 2009..... and will remain in effect until the end of the third year from the year of the first paying period.

The parties agree that unless either of the parties notifies the other in writing at latest three months before the expiry of the agreement about its intent not to extend the term of this agreement, the term hereof shall be extended by one year automatically whereby the programme fee concerning the year concerned shall be modified in line with extent of the change in the previous year's consumer price index relating to services as published by KSH [Central Statistical Office of Hungary]. The term of the agreement may be further extended in an identical manner to the first extension.

Either party may terminate this agreement in writing without giving reasons by giving a notification in the form of a unilateral statement to the other party in the following cases (ordinary notice):

- a) Programme Provider is entitled to terminate this agreement by ordinary notice by the end of the calendar year with at least 30 day's notice if it intends to terminate the distribution of the programme due to a verified change in its business situation or due to insufficient ratings as determined by AGB.
 - b) Programme Distributor is entitled to terminate this agreement by ordinary notice by the end of any calendar year with at least 30 day's notice.
2. This agreement may be terminated by extraordinary notice based on the material breach by the other party. If the party in breach fails to remedy the breach within the reasonable deadline determined in a written notification to that effect or if the breach cannot be remedied, the aggrieved party shall be entitled to terminate this agreement in writing with immediate effect with reference to the material breach.

The occurrence of any of the events listed below shall be deemed as a material breach:

- a) in the case of the Programme Provider:
- (i) failure or delay in providing the service if the duration of the failure or delay is at least 48 consecutive hours or at least 48 hours in aggregate during a period of one month;
 - (ii) provision of the programme signal in a quality other than specified in the applicable standards and this agreement;
 - (iii) loss or modification of any permit or consent required for programme distribution or programme production;
 - (iv) infringement of a prohibition concerning the limitation of advertisement time, or the exceeding of the advertisement time specified herein;
 - (v) if the Programme Distributor infringes the regulations on the continuation of programme distribution,
- b) in the case of the Programme Distributor:
- (i) failure to distribute the programme if the duration of the failure is at least 48 consecutive hours or at least 48 hours in aggregate during a period of one month,
 - (ii) distribution of the programme signal in a quality other than specified in the applicable standards if the signal provided by the Programme Provider complies with the requirements set forth herein,
 - (iii) loss or modification of any permit, approval or consent required for programme distribution,
 - (iv) failure to perform, or at least 30 days delay in the performance of, any payment obligation hereunder;
 - (v) failure to provide, or at least 90 days delay in providing, data hereunder;
 - (vi) if the Programme Provider infringes the regulations on the continuation of programme provision or programme distribution or the agreement made with ORTT [Hungarian media authority],
- c) in the case of either party provided that:
- (i) the other party infringes or violates secrecy provisions;

- (ii) a bankruptcy procedure or liquidation process is launched against the other party;
 - (iii) the other party infringes any of its warranties set forth in Section VII;
 - (iv) the other party is in breach of this agreement and such breach is considered as a material breach by this agreement or by law.
3. This agreement shall terminate also, in addition to the cases set forth under Clauses 1-2 of Section IV,
- a) upon the expiry of the definite term if the term of the agreement is not extended by a written statement by either party to the effect that this agreement is terminated,
 - b) by the common consent of the parties,
 - c) in the case of the impossibility of the performance hereof, if either party loses or terminates its right to perform this agreement for any reason whatsoever,
 - d) if Distributor ceases to be a member of HCA.

V. LICENCE FEES

1. Programme Provider is entitled to receive from Programme Distributor a usage fee the extent and calculation of which is set forth in Schedule 4 hereto.

The fee shall be payable on a quarterly basis in arrears within 15 days of the receipt of the invoice issued by Programme Provider or Programme Provider's agent by bank transfer to the bank account of Programme Provider.

2. If Programme Distributor defaults in the payment of the due fees, it shall pay to Programme Provider default interest to the extent determined by the Civil Code.
3. Programme Provider represents that the fees set forth in Clause V/1 and Schedule 4 include 25% discount as compared to the fees charged by Programme Provider to persons other than the members of HCA. The parties lay down that if Programme Distributor ceases to be a member of HCA, it is no longer entitled to such discount as from the date of the termination of membership.

Programme Provider undertakes to always provide to Programme Distributor, as a member of HCA, the all discounts, in particular the

discounted fee and special payment conditions, provided by Programme Provider to any person involved in programme distribution in Hungary. Programme Provider represents that it will not apply and will not allow the implementation of such business transactions with third parties which would hinder or prevent the enforcement of preferential treatment or render the determination of the method and extent of preferential treatment difficult or impossible.

5. Programme Distributor will be exempt of the payment of the fee during the period while the programme is not distributed due to the fault of Programme Provider or the signal did not meet the quality of industrial standards.
5. If the encryption stops, or via some other technical way it becomes available also for free, then all the obligations of the Programme Provider wont be change, but the Programme Distributor doesn't have to pay in the future.

VI. RIGHTS ASSOCIATED WITH TRADEMARK

1. Programme Provider warrants that the trademarks and logos of Programme Provider and Programme Distributor shall be the exclusive property of Programme Provider and Programme Distributor in Hungary. The Programme Distributor may use such trademarks, names and logos only if and to the extent they are approved by the other party and they cannot be modified in any way without the prior written consent of the beneficiary.

VII. WARRANTIES

1. Programme Provider warrants that it possesses with exclusivity the right of producing and distributing the programme. Programme Provider shall immediately and without limitation hold Programme Distributor harmless from any claim made by a third party on the basis of a cause for which Programme Provider is responsible under this agreement.

Programme Provider warrants to provide for the programme an output signal in professional quality and that the receivers recommended by it in Schedule 2 provide uninterrupted, continuous reception of the programme (with automatic return after power interruption).

2. Programme Distributor warrants that it has obtained all official permits required for programme distribution, and it has complied with all reporting obligations required by the law.

VIII. INDEMNIFICATION, PENALTY

1. Both Programme Provider and Programme Distributor shall indemnify one another under the provisions of the Civil Code for all material disadvantages caused to the other party (loss, cost, other expenses) due to the breach of the obligations or the inappropriate representations herein.

Neither Programme Provider nor Programme Distributor shall be responsible for the damage arising from the temporary suspension of the programme provision/programme distribution due to a cause beyond their control, in particular if the reason of such suspension is a force majeure event or the material modification of the legal regulations governing programme provision/programme distribution.

However, programme interruption due to the fault of the satellite transmission or the encryption system shall not be considered as a force majeure event of Programme Provider.

2. Programme Provider shall pay to Programme Distributor a penalty for the failure of the distribution of the programme to the extent of one day's usage fee per each hour of failure.
3. If the quality worse than the industry standard totally in a month or in one case more than 12 hours, the program distributor entitled for proportionately fee reduction.

IX. MISCELLANEOUS PROVISIONS

1. Transfer: Programme Provider may transfer its rights and obligations arising from this agreement to a third party only with the prior written consent of Programme Distributor. Programme Distributor is entitled to transfer its rights and obligations arising from this agreement to a third party subject to giving a notification in writing to Programme Provider.

2. Secrecy: The parties agree to treat the provisions hereof and all information obtained by them during the performance hereof, including subscriber data, confidentially as business secret, and they shall not disclose such information to third parties without the prior written consent of the other party. With regard to the protection of business secret, the parties shall apply at least such measures that are generally expected from the party obliged to keep the business secret. The parties mutually exempt each other from the secrecy obligation in the case of providing data to HCA.

3. Notices: Except as expressly determined herein, all notices hereof shall be in writing. Notices shall be sent to the address of the respective party as a registered letter, or by courier, or, in the case of urgency, by telefax with simultaneous mailing.

When performing (and also in the case of modifying) this agreement, the respective parties shall be represented by:

in the case of Programme Distributor:

Name:.....

Phone:.....

Fax:.....

in the case of Programme Provider:

Name: Zsuzsanna Berczi

Phone: 00421 2 207 0285

Fax: 00421 2 207 0285

5. HCA approval: This agreement shall take effect with the approval of HCA and such approval is certified by the countersignature hereto.

6. Previous agreements: Upon the execution of this agreement all previous agreements made by and between the Parties with respect to the subject matter herein contained shall become null and void.

7. Amendment: This agreement may only be amended in writing and any amendment by implied conduct shall not be valid. The conditions of the valid amendment of the agreement are governed by Clause IX/3.

8 Governing law: Issues not regulated herein shall be governed by the applicable provisions of the Hungarian Civil Code. In case of any legal dispute the Hungarian version shall prevail.

9. Submission: With regard to legal disputes arising between them, the parties agree to submit to the competence of Budapesti Fővárosi Bíróság [Budapest Court of Justice] or Pesti Központi Kerületi Bíróság [Central District Court of Justice of Pest].

10. Schedules: Schedules 1-6 hereto shall be inseparable parts of this agreement.

After due studying and interpretation, the parties have signed this agreement as fully corresponding to their intent.

.....
Programme Distributor

.....
Programme Provider

Schedule 1

Programme content

no language thematic children channel carrying european productions.

The programmes complies with the limitations of the Hungarian media law on content (in particular provisions on the protection of minors) and on advertisements.

Number of annual reruns: 20 (maximum 25) during a period of 1 year.

bebe tv: daily broadcast time: 24 hours, broadcasts 24/7

The programmes does not include any commercial advertisement.

The programmes not includes teletext service.

SAMPLE

Schedule 2

Technical characteristics of signal transmission, recommended receivers

The reception parameters of the programme
bebe tv:

Satellite	reception frequency, polarity	SR	FEC	VPID	APID	encryption
Astra 1Kr satellite Transponder 1063	10920 MHz, Horizontal	22000	5/6	551	564	CryptoWorks NAGRA

The reception parameters of the programme
bebe tv HD:

Satellite	reception frequency, polarity	SR	FEC	VPID	APID	encryption
Eurobird 9 Txp 66 or Txp 68	12034 Mhz, Vertical or 12072 Mhz, Vertical	27500	2/3			Conax CAS7

Recommended receivers: Digital Video Broadcast (DVB)

bebe tv:
Philips DVB DSX 6010
Philips DSR 4101/58

bebe tv HD:

Encrypting system CONAX CAS7

Smartcard is uniquely paired with the set-top-box or the receiver's CAM

Smartcard and STB for receiving bebe tv HD purposes is provided by the Programme Provider for the Programme Distributor for free of charge during the period of the contract

Schedule 4

Usage fee

bebe tv

Penetration of the tier including the programme	Monthly programme fee EUR/month/subscriber during the contractual term
BASIC	0,03
EBS	0,07
Thematic/Digital	0,07

“Basic tear” means the tier distributed to the utmost subscribers, not including the so called “social” or “must carry” package containing channels having must carry status by the law and maximum some other channels if this package is claimed by less than 10 per cent of the total subscribers.

“EBS tear” means the programme packages containing additional channels distributed to the subscribers, which are not in the basic tear.

Fee calculation: the average of the opening and closing subscriber number as per tier in the month concerned multiplied by the above determined fee. The fee is subject to VAT as determined by the applicable laws.

Programme Distributor entitled to distribute the channel in EBS tear for the tariffe of Basic tear if the suscriber penetration of EBS tear is more than 60 % of the Basic tear.

Programme Provider accepts the simultaneous distribution of the channel in both analogue and digital packages without any additional payment to the analogue usage fee, if the Programme Distributor gives this digital service for the same audience as the analogue service and without any additional subscription fee for the subscribers.

The programme shall not be transmitted under this agreement as a pay-tv channel.

Discounts:

1. No programme fee shall be paid for the month in which the programme is transmitted without encryption for more than three days for any reason whatsoever.

2. Incase this contract is signed by the Programme Distributor until 30.06.2009, the period from the effectiveness of this contract, until the 31.12.2009 will be free of charge, so the first payable period will begin from 01.01.2010.

Schedule 5**STATEMENT**

By making this statement, the undersigned **MEGA MAX MEDIA, s.r.o.** (seat: Zámocká 3, 811 01 Bratislava, BIN: 35 938 684, company registration number: 36300/B), as the programme provider of the programmes **bebe tv** and **bebe tv HD**, hereby

d e c l a r e s

that (seat:)
programme distributor is entitled to distribute the programme(s) designated above through the telecommunication systems located in the signal reception area of the programme distributor.

This statement has been issued at the request of the programme distributor, in order to verify the programme distribution right under Section 6(4) of Act LXXIV of 2007 on the Rules of Programme Distribution and Digital Switchover, for using it in relation to the National Telecommunication Authority.

date

proper signature

