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PRODUCTION AND SERVICES AGREEMENT

THIS PRODUCTION AND SERVICES AGREEMENT (this "*Agreement*") is made as of July 1, 2021 (the "*Effective Date*") by and between **MEDIALINKS TV, LLC**, a Delaware limited liability company ("*MediaLinks*") and **CHINA CENTRAL TELEVISION**, a company organized under the laws of the People's Republic of China ("*CCTV*").

RECITALS

A. MediaLinks has the personnel and capabilities to enable MediaLinks to provide a broad range of news media and television production services in the United States.

B. CCTV desires to engage MediaLinks to provide a broad range of full service news media and television production services to be conducted primarily in Washington, D.C., United States.

C. MediaLinks is willing to provide such services to CCTV and CCTV desires to obtain such services from MediaLinks, all on the terms and conditions set forth below.

IN CONSIDERATION of the terms and conditions hereinafter set forth, MediaLinks and CCTV agree as follows:

ARTICLE I. DESCRIPTION OF SERVICES

1.1 ***Engagement of MediaLinks.*** CCTV hereby agrees to engage MediaLinks, and MediaLinks hereby agrees to accept CCTV's engagement, to the extent within MediaLinks's capability, for the provision of news media and television production services to be conducted primarily in Washington, D.C., United States pursuant to the terms and conditions set forth in this Agreement (the "*Services*").

1.2 ***Scope of Services.*** To the extent within MediaLinks's capability, and in accordance with the requests of CCTV from time to time, MediaLinks shall provide the Services necessary to implement, manage and perform news gathering, news media and television production, through the use of technologies including, but not limited to, television graphics hardware and software, digital signal and image processing, video processing and digital broadcasting multiplexing, animation and full-motion video, high volume information storage and retrieval,and data compression, to the extent requested by CCTV, it being understood that such Services shall be performed primarily in Washington, D.C., United States. The Services to be provided by MediaLinks to CCTV pursuant to the terms and conditions of this Agreement shall specifically include the provision of all facilities, equipment and staff necessary to implement, manage and perform such news gathering and television production services, including, but not limited to, the following: (i) provision, management and administration of staff and personnel to perform the Services, (ii) provision, management and administration of news gathering and television production facilities and equipment; and (iii) administration and management of all news gathering and television production operations. For the avoidance of doubt, the Services

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provided under this Agreement shall not include the granting or transfer to CCTV, in whole or in part, of any leasehold interest in real property.

1.3 ***Ownership of Copyright***. CCTV shall own the copyright and any related rights to all work products developed by MediaLinks and its assigned personnel in the course of rendering Services to CCTV under this Agreement, all of which are expressly understood to constitute "works for hire" under applicable law. CCTV, as the original rights owner, shall have the right to use or authorize any third party to use the work products in any form or by any means, throughout the world, without the consent of MediaLinks. Except for the payment obligations stipulated in this Agreement, CCTV is under no obligation to pay any further consideration for such use.

1.4 ***Responsibilities and Liabilities***. MediaLinks is solely responsible for all the risks associated with its execution of this Agreement, such as employment, office rental, equipment procurement, and regulatory compliance. CCTV shall not be jointly liable for any risk MediaLinks has in executing and performing this Agreement.

1.5 ***Standard of Services***. MediaLinks shall perform the Services in a professional and competent manner in accordance with good industry standards.

1.6 ***Indemnity***. MediaLinks agrees to indemnify and hold harmless CCTV from and against any losses, damages, claims, demands, actions, liabilities, costs and expenses (including without limitation attorneys' fees) arising from the performance of the Services by MediaLinks or from the breach or non-performance of any covenant, representation or warranty of MediaLinks hereunder. However, in no event shall MediaLinks be responsible for any liabilities that are more than the Fees (as defined in Section 2.1) received under this Agreement in one year.

ARTICLE II. PAYMENT OBLIGATIONS

2.1 ***Payment for Services.*** In consideration for the Services provided by MediaLinks to CCTV under this Agreement, CCTV agrees to compensate MediaLinks on an arm's length basis in accordance with United States and People's Republic of China transfer pricing rules. The payment shall be in US Dollar. Any amounts due hereunder shall be defined as "*Fees*." MediaLinks shall provide a quarterly statement to CCTV describing all amounts to be paid under this Agreement. CCTV and MediaLinks shall be respectively responsible for all the taxes and levies respectively imposed on them under the law in any jurisdiction, for the Services as defined in Section 1.1, or for the procurement of goods and services for the performance of the Services.

2.2 ***Adjustment of Fees***. Subject to the mutual agreement of CCTV and MediaLinks, CCTV and MediaLinks may adjust the Fees payable under this Agreement from time to time to reflect any change in economic conditions applicable to the Services provided under this Agreement and any change in the scope of Services provided under this Agreement.

2.3 ***Reimbursement of Expenses***. To the extent not included as part of the Fees payable hereunder, CCTV agrees that it shall be liable for and shall reimburse MediaLinks for all reasonable third-party expenses incurred by MediaLinks or any affiliate thereof in

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connection with the Services performed by MediaLinks hereunder and shall reimburse MediaLinks the full amount of any reasonable expenses incurred by MediaLinks or any affiliate thereof to purchase goods or services for the benefit of CCTV. Unless otherwise agreed to by CCTV and MediaLinks, expenses shall be reimbursed by CCTV within thirty (30) days of MediaLinks's written demand.

ARTICLE III. INSURANCE

3.1 ***Insurance.*** MediaLinks shall maintain at all times comprehensive commercial liability and such other insurance coverage as may be reasonably requested by CCTV, and shall furnish proof of current coverage to CCTV upon request. MediaLinks shall also remain obligated to maintain any insurance requirements under any lease with respect to any property or equipment utilized in the provision of the Services rendered hereunder.

ARTICLE IV. CONFIDENTIALITY

4.1 ***Confidential Information.*** "Confidential Information" means all non-public, confidential and/or proprietary information and/or trade secrets of the concerning party, including without limitation to the concerning party's business prospects, recruitment and staffing plans, current and potential business, advertising, marketing and promotion plans, strategies and tactics, computer software, news gathering results, news production, clients, customers, supplier, pricing, finances, contracts and personnel.

4.2 ***Restriction.*** Neither party shall at any time, directly or indirectly, divulge or disclose any Confidential Information to any third party for any purpose (except to the extent permitted pursuant to the following sentence) or use any Confidential Information other than as necessary to render the Services pursuant to the terms hereunder. The parties are permitted to disclose the Confidential Information only to their respective personnel and advisors who have a need to know such Confidential Information in order for the parties to perform their respective obligations hereunder and who have agreed in writing in advance of such disclosure to comply with this Article IV. The disclosing party will be responsible for any breach of this Article IV by any such personnel.

4.3 ***Return of records.*** Upon the termination or expiration of this Agreement, both parties shall return any and all records or copies of records containing or reflecting any Confidential Information of the other party.

4.4 ***Violation of the Confidentiality Obligation.*** The violating party shall report to the other party in writing any and all disclosures or uses of Confidential Information that violate this Article IV, immediately after such disclosure or use. Both parties acknowledge that any disclosure or use of Confidential Information in violation of this Article IV will cause immediate and irreparable harm to the other party, and if either party should disclose or use Confidential Information in violation of this Article IV or if such disclosure or use is intended or threatened, the other party will be entitled to injunctive relief in addition to any other remedies to which it is entitled under law or equity, without posting a bond.

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ARTICLE V. DURATION AND TERMINATION OF AGREEMENT

5.1 ***Effective and Termination Dates.*** This Agreement shall become effective on the Effective Date and shall terminate on June 30, 2031. For the purposes of the Agreement, the date on which this Agreement is terminated (either by expiry or by early termination in accordance with the provisions of this Agreement) shall be referred to as the "*Termination Date*."

5.2 ***Notice of Termination***. Notwithstanding the provisions of Section 5.1 hereof, either party, for any reason, at any time, may terminate this Agreement by delivering written notice of termination to the other party at least ninety (90) days prior to the scheduled Termination Date.

5.3 ***Termination of Agreement for Failure to Pay Fees***. If CCTV fails to timely pay Fees, MediaLinks may give CCTV written notice of its intent to terminate this Agreement for such failure, and this Agreement shall terminate as of the expiration of the fifteenth (15^{th}) day from CCTV's receipt of such notice, unless CCTV has cured such failure within such fifteen (15) day period.

5.4 ***Termination for Material Breach***. In addition to the termination rights provided to the parties under Paragraphs5.2 and 5.3 of this Agreement, either party may terminate this Agreement due to the other party's material breach of this Agreement if such breach is not cured within thirty (30) days following written notice of such breach to the breaching party.

5.5 ***Bankruptcy Event***. Either party may immediately terminate this Agreement in the event of filing by or against the other party hereto of any petition for bankruptcy, receivership, insolvency or the making by such party of an assignment for the benefit of creditors.

ARTICLE VI. ADDITIONAL PROVISIONS

6.1 ***Amendments***. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the parties to this Agreement.

6.2 ***Governing Law***. This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China (for the purpose of this article, excluding Hong Kong Special Administration Region, Macau Special Administration Region and Taiwan Region), without regard to the conflict of law principles thereof.

6.3 ***Dispute Resolution.*** Any dispute arising out of or in connection with this Agreement shall first be attempted to be settled through amicable consultations between the parties. If settlement is not reached within ninety (90) days of the written notice from one party to the other party requesting such consultations, the party that requested such consultations may submit such dispute to the People's Court of competent jurisdiction in the place where the CCTV headquarters are located, for decision by the People's Court.

6.4 ***Binding Effect***. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, representatives and permitted assigns.

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6.5 ***Independent Contractor***. The relationship of the parties under this Agreement shall be, and at all times remain, one between independent contractors. This Agreement shall not create the relationship of an employer and employee, a partnership, or a joint venture. Except for the payments of the Fees under this Agreement, as between MediaLinks and CCTV, MediaLinks shall be responsible for all income taxes, unemployment taxes, social security taxes, worker's compensation insurance, or other taxes, expenses, or deductions arising out of the Services rendered by MediaLinks or its employees to CCTV under this Agreement.

6.6 ***Assignment***. This Agreement shall not be assigned by either party without the prior written consent of the other party; *provided, however*, that CCTV acknowledges and agrees that MediaLinks may use its affiliates and/or retain third-party contractors to provide all or any portion of the Services to CCTV hereunder. Notwithstanding the foregoing, this Agreement shall be automatically assigned to the successor of a party, without the required consent of the other party, in the event of a merger, consolidation, sale of stock, sale of assets or other similar corporate transaction involving a party to this Agreement, and such successor shall assume all of the rights and obligations of such party hereunder.

6.7 ***Severability***. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

6.8 ***Counterpart Execution***. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Transmission of an executed counterpart of this Agreement by facsimile or other electronic transmission shall be effective as delivery of an original counterpart.

6.9 ***Languages***. This Agreement is signed in both Chinese and English versions with equal legal effect. If there is any discrepancy between the two versions, the Chinese version shall prevail.

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed.

CHINA CENTRAL TELEVISION

By: _____
Name:
Title:

MEDIALINKS TV, LLC

By: _____
Name:
Title:

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