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OMB No. 1124-0006; Expires July 31, 2023

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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .22 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, FARA 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
WCETV

2. Registration Number
7135

3. Primary Address of Registrant
17755 ROWLAND STREET, CITY OF INDUSTRY, CA 91748

4. Name of Foreign Principal
CCTV

5. Address of Foreign Principal
No. 1A Guang Hua Road, Chaoyang District
Beijing
CHINA 100789

6. Country/Region Represented
CHINA

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

1 "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.

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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.

TV broadcast Station

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 ☐

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. 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.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
July 7, 2022	BILLY CHUNG	Billy Chung
July 7, 2022	GRACE CHUNG	Grace Chung

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ALL-PURPOSE ACKNOWLEDGMENT

Title of Document: EXECUTION

Date of Document: JULY 7TH 2022

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of Los Angeles)

On July 7th 2022 before me, Winnie Tran, Notary Public, personally appeared Billy Chung & Grace Chung, (who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and corret.

WITNESS my hand and official seal.

Signature _____

WINNIE TRAN
Notary Public - California
Los Angeles County
Commission # 2373293
My Comm. Expires Sep 28, 2025

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For and on behalf of

甲方：中国中央电视台

Party A: China Central Television

签字：



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Appendix
Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: Fully under supervision of government

Item 10(b) Owned: Owned by China government

Item 10(b) Directed: Directed by China government

Item 10(b) Controlled: Controlled by China government

Item 10(b) Financed: Financed by China government

Item 10(b) Subsidized: Subsidized in part by China government

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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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .32 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, FARA 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	2. Registration Number
WCETV	7135

3. Name of Foreign Principal
CCTV

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. What is the date of the contract or agreement with the foreign principal? 12/01/2021

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Re-broadcast CGTN program on WOCK in Chicago.

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

Re-broadcast CGTN program on WOCK in Chicago.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
06/17/2022	CCTV	Broadcast on WOCK-TV and WCETV-Media platform services. Starting from 06/15/2022 to 12/14/2022	$ 485,579.99
			$ 485,579.99 Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "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.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
July 7, 2022	BILLY CHUNG	Billy Chung
July 7, 2022	GRACE CHUNG	Grace Chung

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ALL-PURPOSE ACKNOWLEDGMENT

Title of Document: EXECUTION

Date of Document: JULY 7TH 2022

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of Los Angeles)

On July 7th 2022 before me, Winnie Tran, Notary Public, personally appeared Billy Chung & Grace Chung, (who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and corret.

WITNESS my hand and official seal.

Signature _____

WINNIE TRAN
Notary Public - California
Los Angeles County
Commission # 2373293
My Comm. Expires Sep 28, 2025

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For and on behalf of

甲方：中国中央电视台

Party A: China Central Television

签字：



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关于在芝加哥数字地面电视WOCK-TV及有线网转播CGTN英语频道和纪录国际频道的协议	THE AGREEMENT OF REBROADCASTING CGTN AND CGTN-DOCUMENTARY ON WOCK-TV AND CABLES IN CHICAGO
甲方：中国中央电视台（"CCTV"） 地址：中国北京市海淀区复兴路11号，邮编:100859 **乙方：美国朗思传媒集团（"银视网"）** 地址：17755 Rowland Street City of Industry, CA 91748, U.S.A.	**Party A: China Central Television (CCTV)** Address: No.11, Fuxing Road, Hai Dian District, Beijing, P.R.C, 100859 **Party B: R&C Media Group, Inc. (WCETV)** Address: 17755 Rowland Street City of Industry, CA 91748, U.S.A.
甲方和乙方以下合称"双方"，单独称"一方"。	The Party A and Party B are hereinafter collectively referred to as the "Parties" and individually as a "Party".
鉴于， 甲方：中国中央电视台。CGTN英语频道标清版和CGTN纪录国际频道标清版（**授权标清频道**）与CGTN英语频道高清版和CGTN纪录国际频道高清版（**授权高清频道**）的拥有者； 乙方：美国朗思传媒集团。通过芝加哥数字地面电视WOCK-TV(WOCK-TV数字地面电视台隶属于KM Communications有限责任公司)租用13.4和13.5频道的媒体公司； 甲方、乙方于2018年签署了《关于在芝加哥数字地面电视WOCK-TV及有线网转播中国环球电视网英语频道和纪录频道协议》； 基于互信共赢和诚信原则，通过友好磋商，双方同意就在美国（以下简称"**授权区域**"）芝加哥数字地面电视WOCK-TV及有线网转播授权标清频道和授权高清频道（以下简称"**授权频道**"）进行合作，具体条款如下：	Whereas, Party A, CCTV, which owns China Global Television Network (CGTN) SD, CGTN-Documentary SD (hereinafter referred to as **the SD Channels**), CGTN HD and CGTN-Documentary HD (hereinafter referred to as **the HD Channels**); Party B, R&C Media Group, Inc., a media company in USA, that leases WOCK CH 13.4 and CH 13.5 from WOCK-TV owned by the KM Communications Inc.; Party A and Party B signed THE AGREEMENT OF REBROADCASTING CGTN AND CGTN-DOCUMENTARY ON WOCK-TV AND CABLES IN CHICAGO in 2018; Based on mutual trust and benefit, through friendly consultation and negotiation, and on the principle of good faith, the Parties agree to cooperate on rebroadcasting the SD Channels and the HD Channels (hereinafter referred to as "**the Channels**") on WOCK-TV and Cables in Chicago, the United States of America (hereinafter referred to as the "**Territory**"). Now therefore, the parties agree as follows :
一、频道发行权 1.1 甲方同意根据本协议约定，授权乙方在授权区域的数字地面电视WOCK-TV、芝加哥Comcast有线网、芝加哥RCN有线网中非独家整频道转播授权频道。 1.2 乙方同意接受此授权，在芝加哥数字地面电视WOCK-TV13.4和13.5频道转播授	**1. Channel Distribution Right** 1.1 Party A hereby grants to Party B, in accordance with the stipulations of this Agreement, the non-exclusive right of rebroadcasting the Channels on WOCK-TV, Comcast Cable Network and RCN in the Territory. 1.2 Party B agrees to accept the right and shall rebroadcast the Channels on WOCK-TV Ch13.4 and

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权频道。截止2021年12月，WOCK-TV频道覆盖约7,052,377人口，以一户3人计算，即覆盖2,820,951收视用户。	Ch13.5. As of December, 2021, WOCK-TV covers 7,052,377 viewers, calculated based on a household of 3 people, accordingly, 2,820,951 viewing households.
1.3为避免疑惑， a) 乙方同意通过 WOCK13.4 在芝加哥 Comcast 有线网基本层(基本层是指该平台全部用户均可收看的频道包)中转播 CGTN 纪录国际频道标清版，并自 2022 年 3 月 15 日起转播 CGTN 纪录国际频道高清版。截至 2021 年 12 月，Comcast 芝加哥有线网基本层拥有 1,800,000 用户，CGTN 纪录国际频道在其平台频道号为 392。	1.3 For the avoidance of doubts, a) Party B agrees to rebroadcast CGTN-Documentary SD, and, as of March 15, 2022, CGTN-Documentary HD, through WOCK 13.4, in the basic tier (package to which that every subscriber to Comcast has access) of Comcast in the Territory, of which the number of subscribers is 1,800,000 as of December 2021, and the designated channel number for CGTN-Documentary is 392.
b) 乙方同意通过 WOCK13.5 在芝加哥 Comcast 有线网基本层(该平台全部用户均可收看的频道包)和芝加哥 RCN 有线网基本层中转播 CGTN 英语频道标清版，自 2022 年 3 月 15 日起转播 CGTN 英语频道高清版。截至 2021 年 12 月，芝加哥 Comcast 有线网基本层拥有 1,800,000 用户，CGTN 英语频道在其平台频道号为 390；芝加哥 RCN 有线网基本层拥有 170,000 用户，CGTN 英语频道在其平台频道号为 47。	b) Party B also agrees to rebroadcast CGTN SD, and, as of March 15, 2022, CGTN HD in the basic tiers (package to which that every subscriber to Comcast and RCN have access) of Comcast and RCN in the Territory through WOCK 13.5. As of December 2021, the number of subscribers to the basic tier of Comcast that have access to CGTN is 1,800,000, and the designated channel number for CGTN is 390. As of December 2021, the number of subscribers to the basic tier of RCN that have access to CGTN is 170,000, and the designated channel number for CGTN is 47.
1.4 乙方保证不将授权频道（包括授权频道中的全部或者部分节目）用于其它意图，用于节目推广需要经过甲方同意。	1.4 Party B agrees not to use the Channels (including partial or all programs of the Channels) for any other purpose except for Program promotion purposes with Party A's consent.
二、责任 2.1 协议期限内（如在第三条中定义），乙方应确保授权频道在授权区域内的芝加哥数字地面电视 WOCK-TV 以及芝加哥 Comcast 和芝加哥 RCN 有线网进行每周 7 天每天 24 小时的播出。	**2. Responsibilities** 2.1 Throughout the Term (as defined in Article.3), Party B should ensure that the Channels shall be rebroadcasted 24 hours a day and 7 days a week on WOCK-TV channels, as well as Comcast and RCN in the Territory.
2.2 乙方应负责从当地机构获得在授权区域内合法转播授权频道所需的必要许可（如需要）。	2.2 Party B shall be responsible for acquiring the necessary permission from the local authorities (if applicable) for rebroadcasting the Channels legally within the Territory.
2.3 授权频道节目的所有版权仍归甲方所有。	2.3 All copyrights the Channels' contents shall remain the property of Party A.
2.4 乙方有义务及时了解美国联邦通信委员会（FCC）最新法规，及时通知并协助甲方做好节目合规工作。	2.4 Party B shall be obligated to keep up to date with changes of the rules and regulations Federal Communications Commission of USA (FCC), and notify Party A of such changes in a timely manner to assist Party A in compliance with US FCC rules and regulations.

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2.5 各方明确理解：协议仅为转播频道服务的协议，不涉及 CCTV 商标和财产权益。乙方仅得到为授权频道在芝加哥数字地面电视 WOCK-TV，Comcast 和 RCN 上提供技术和转播服务的权利。鉴于美国数字地面电视转播服务的复杂性和多变性，乙方可就本协议的实施与第三方签约，但乙方不可把在本协议中获得的权利转让给任何第三方，也不构成甲方与任何同乙方签约的第三方存有责任、义务关系。	2.5 It is expressly understood that this Agreement is only on the rebroadcast service of the Channels and shall never be associated with trademarks and property of CCTV. Party B acquires only a right to provide the technical and rebroadcast services over the WOCK-TV, Comcast and RCN. Due to the complexity and variability of rebroadcast services over the Digital Terrestrial Television in U.S.A., Party B may sign an agreement with the third party regarding the implementation of the Agreement, but Party B shall never engage in any activities to assign or sub-license any rights gained from this Agreement to any third party. Any contract entered by and between Party B and any third party shall not constitute any responsibilities or obligations to Party A.
2.6 乙方应该要求 Comcast 和 RCN 在官方频道列表中加入 CGTN 和 CGTN Documentary 的标识。	2.6 Party B should require Comcast and RCN to place CGTN and CGTN Documentary logo on their official website channel line-up listing.
2.7 乙方应确保授权频道在所租赁的数字地面电视能具备更好的覆盖面积、信号强度和良好入户率。	2.7 Party B should ensure the Channels on WOCK-TV station can be viewed within its official coverage area, signal and penetration to its best it can.
2.8 乙方将为甲方就芝加哥数字地面电视提 WOCK-TV 供技术支持与市场分析。	2.8 Party B shall perform the technical support and marketing analysis about the WOCK-TV for Party A.
2.9 乙方同意如果发生任何不合理的播出中断（如下文定义），乙方应在停播发生后 12 小时内立即书面告知甲方上述停播事件，并且采取任何合理措施来恢复节目播出。如超过连续三天未能恢复播出，甲方有权依据下列公式扣除该停播期间相对应的转播费： 扣除金额应为：协议第四条规定的年转播费总额（含税）/365 天*超出三天的停播天数。 不合理的播出中断是指任何可归咎于乙方，WOCK-TV，Comcast 和 RCN 的不合理播出中断。日常维护或不可抗力除外。 如乙方自停播发生后连续 10 天内仍不能恢复播出，则乙方被视为根本违约且乙方应以追究。在不影响本协议第 8 条的情况下，乙方应当按照比例返还甲方已支付的年转播费，并且应当额外承担年转播费 20%作为违约金。	2.9 Party B agrees that if any unjustified suspension （as defined below）occurs, then Party B shall notify Party A in writing promptly of such unjustified suspension and meanwhile shall take any reasonable endeavors to restore the Channels' rebroadcasting within 12 hours when such a situation occurs. If any unjustified suspension exceeds more than 3 consecutive days, Party A shall be entitled to the deduction for the duration of such suspension based on the equation below: *Amount of deduction= The Yearly Rebroadcasting Fee attributable to the affected distribution system /365 days *Number of day suspended in excess of 3 days.* Unjustified suspension mentioned above refers to any unreasonable suspension of distribution attributed to Party B, WOCK-TV, Comcast and RCN except for routine maintenance or Force Majeure. If such unjustified suspension exceeds more than 10 consecutive days, this shall be deemed as a material breach of this agreement and shall be investigated by Party B. Without prejudice of the right of termination entitled in the Article 8 the Party B shall refund the annual rebroadcasting fee on a pro rata basis and be subject to 20% of the yearly rebroadcasting fee in addition as a penalty.
2.10 双方同意，乙方按协议提供给甲方	2.10 Both Parties understand that the subscriber

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的用户数据和人口覆盖数据来源由WOCK-TV如实提供。如果甲方在调研或者实地核查中，发现所报用户数据比实际用户数据出入相差15%以上，乙方应向甲方解释，并且有责任向WOCK-TV索要甲方已付款项和应付款项的差额。在此重大出入情形下，甲方有权终止本协议，乙方应根据实际转播天数退还甲方应付款项与所付款项的差额。此外，甲方还应向乙方收取年度转播费的20%作为罚金。	numbers and coverage population are provided truthfully by WOCK station. If the reported numbers deviate from the actual numbers more than 15% on the basis of Party A's own survey and its on-site inspection, Party B shall explain to Party A, and has responsibility to request WOCK to refund the difference between sums due and sums paid by the Party A. In such discrepancy circumstances Party A is entitled to terminate this Agreement, and Party B shall refund the difference between sums due and sums paid by Party A already based on the actual number of days during which the Channels are being distributed and be subject to 20% of the yearly rebroadcasting fee in addition as a penalty.
2.11 乙方将每6个月以书面形式向甲方提供任何有关授权频道的政策法规的最新报告，以及关于授权频道的相关信息。包括但不限于用户数、指定频道号、观众反馈及评价建议。	2.11 Party B shall inform Party A of any related updates on law and regulations of the United States of America, as well as any information concerning the Channels in a written report, including but not limited to, the number of subscribers, designated channel number, viewers' feedback, comments and suggestions concerning the Channels every 6 months.
2.12 乙方应按照甲方请求，在其官方网站和旗下娱乐杂志上推广授权频道，但不得有损授权频道的品牌形象。关于宣传推广的具体细节，将由乙方与甲方的宣推负责人另行商定。 联系人：吉瑜洁 电话：+86-10-85057107 电子邮件：jiyujie@cctv.com	2.12 Party B, at the request of Party A, shall promote the Channels on its official websites and its owned Entertainment Magazine but shall not damage the Channels' brand image. As far as promotion of the Channels is concerned, Party B shall consult with Party A by contacting the person in charge of promotion. Contact Person for promotion: Ms. Ji Yujie Telephone: +86-10-85057107 Email: jiyujie@cctv.com
三、期限 3.1 双方同意协议有效期自2021年12月1日生效日期起生效(以下简称"生效日")，协议期至2024年12月14日。双方同意在协议期届满前至少90天开始商讨延续事宜。 3.2 甲方有权提前3个月通过向乙方发出书面通知终止本协议。双方一致同意，若本协议在协议到期日前（2024年12月14日）提前终止，甲方将不承担因该等提前终止而产生的任何责任。且乙方应按比例退还年度转播费。	**3. Term** 3.1 The Term of this Agreement shall start from December 1, 2021 (Herein after referred to as the Effective Date), to December 14, 2024. Both parties agree to negotiate the extension at least 90 days before the termination of the Term. 3.2 Party A has the right to terminate the Agreement by serving a 3-month prior written notice to Party B. Both parties agree, if the Agreement terminates earlier than the Agreement's expiry date (December 14, 2024), Party A shall not bear any responsibilities arising from such early termination. And Party B shall refund the yearly rebroadcasting fee on a pro-rata basis.
四、付款	**4. Payment**

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4.1 甲方将于本协议签署完成且收到乙方开具的正确发票后的三十个工作日内，向乙方支付 2021 年 12 月 15 日至 2022 年 3 月 14 日期间标清授权频道的转播费 226,520.58 美元。 其中 110,646.60 美元为 CGTN 纪录国际频道标清版在 WOCK13.4 和 Comcast 有线网上的转播费，115,873.98 美元为 CGTN 英语频道标清版在 WOCK13.5、Comcast 有线网和 RCN 有线网的转播费。	4.1 Party A shall pay Party B the rebroadcasting fee of USD 226,520.58, for the period from December 15, 2021 to March 14, 2022, for the SD channels within 30 working days after the execution of this agreement and receipt of correct invoice from Party B. For such total amount of USD 226,520.58, USD 110,646.60 shall be the amount for CGTN-Documentary SD's rebroadcasting in WOCK Ch 13.4 and Comcast in Chicago, and USD 115,873.98 shall be the amount for CGTN SD's rebroadcasting in WOCK Ch 13.5, Comcast and RCN in Chicago.
4.2 甲方将于本协议签署完成且收到乙方开具的正确发票后的三十个工作日内，向乙方支付 2022 年 3 月 15 日至 2022 年 6 月 14 日期间高清授权频道转播费 285,952.66 美元。 其中 140,273.33 美元为 CGTN 纪录国际频道高清版在 WOCK13.4 和 Comcast 有线网上的转播费，145,679.33 美元为 CGTN 英语频道高清版在 WOCK13.5、Comcast 有线网和 RCN 有线网的转播费。	4.2 Party A shall pay Party B the rebroadcasting fee of USD 285,952.66, for the period from March 15, 2022 to June 14, 2022, for the HD channels within 30 working days after the execution of this agreement and receipt of correct invoice from Party B. For such total amount of USD 285,952.66, USD 140,273.33 shall be the amount for CGTN-Documentary HD's rebroadcasting in WOCK Ch 13.4 and Comcast in Chicago, and USD 145,679.33 shall be the amount for CGTN HD's rebroadcasting in WOCK Ch 13.5, Comcast and RCN in Chicago.
4.3 自 2022 年 6 月 15 日起，高清授权频道年度转播费 USD 1,143,810.64 美元应在协议期间内每个协议年度中分两期支付。甲方应每半年支付 571,905.32 美元。每一分期付款 USD 571,905.32 美元中，USD 280,546.66 美元用于在 WOCK 13.4 和 Comcast 转播 CGTN 纪录国际频道高清版，USD 291,358.66 美元用于在 WOCK13.5、Comcast 以及 RCN 有线网转播 CGTN 英语频道高清版。	4.3 As of June 15, 2022, the yearly rebroadcasting fee of USD 1,143,810.64 for the HD Channels shall be paid in two equal instalments during each contractual year through the Term. Party A shall pay USD 571,905.32 per half annum. For each instalment of USD 571,905.32, USD 280,546.66 shall be the amount for CGTN Documentary HD's rebroadcasting in Comcast Network through WOCK Ch13.4, and USD 291,358.66 shall be the amount for CGTN HD rebroadcasting in Comcast and RCN through WOCK Ch13.5.
4.4 自 2022 年 6 月 15 日起，乙方应在每个协议年度，提前向甲方开具两次发票。每份发票应分别在相关协议年度的第一天，和协议年度下半年的第一天开始前至少三十（30）天向甲方开具。甲方将在收到乙方开具的正确的发票后三十（30）天内支付。	4.4 As of June 15, 2022, each invoice shall be issued by Party B to Party A at least thirty (30) days prior to the commencement of the first day of the relevant contractual year and first day of the second half of the contractual year respectively. Party A shall make the payment within 30 days upon the receipt of correct invoice.
4.5 上述金额均包括依据中国法律代扣的 10%的所得税、6%的增值税、频道转播费、当地有线网覆盖费、卫星天线安装费、电信网路等一切必要的设备、软件、线路、技术设计安装、维护、维修、服务费，以及其他一切可能因付款产生的费用及税费。甲方不应承担因上述付款或转播产生的任何其他费用。	4.5 All such above-mentioned amounts are inclusive of the 10% Withholding Tax, and 6% value added tax according to the Chinese law, the rebroadcasting fees, charges for local cable networks coverage and satellite antenna installations, telecom line fees and all cost for necessary equipment, software, circuit and technical topology design, installations, maintenance, repair and service fees, as well as any

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	taxes and expenses that might arise for the payment. Party A should not be held responsible for any other expenses that might arise from this payment or rebroadcasting.
4.6 除非双方书面同意，否则任何一方均无权调整上述付款周期。	4.6 Any party has no right to change above-mentioned billing cycle unless both parties have written consent.
4.7 为避免疑惑，鉴于甲方已支付 2021 年 12 月 1 日至 2021 年 12 月 14 日期间转播费用，甲方将不再支付此期间费用。	4.7 For the avoidance of doubt, the rebroadcasting fee for the period from December 1, 2021 to December 14, 2021 has been paid, and shall not be paid again.
4.8 甲方按照下列指示，通过电汇支付本协议项下应付及欠付乙方的所有款项：	4.8 Party A shall pay all amounts due and owing Party B hereunder by wire transfer consistent with the following instructions:
[redacted]	
五、 转播方式 5.1 乙方应负责从 G3C 卫星下行授权标清频道信号，从 IS-34 卫星下行授权高清频道信号，并负责向 WOCK-TV，Comcast 和 RCN 有线网提供授权频道信号。	**5. Rebroadcasting Mode** 5.1 Party B is responsible for the downlink of the SD Channels' signal from G3C satellite and the downlink of the HD Channels' signal from IS-34 Satellite, and shall transmit such signals to WOCK-TV, Comcast and RCN for the purpose of rebroadcasting.
5.2 乙方同意每周 7 天每天 24 小时以实时转播的方式在芝加哥数字地面电视 WOCK-TV13.4 和 13.5 频道中播出授权频道。乙方同意每周 7 天每天 24 小时以实时转播的方式通过 WOCK-TV 在芝加哥 Comcast 和 RCN 有线网中播出授权频道。	5.2 Party B agrees to real-time rebroadcast the Channels on WOCK-TV Ch13.4 and 13.5 in Chicago 24 hours every day, 7 days every week. Party B agrees to real-time rebroadcast the Channels on Comcast and RCN through WOCK DTV channels in Chicago 24 hours every day, 7 days every week.
5.3 乙方同意在转播授权频道时保持其完整性和原始性，不对其内容做任何删剪或编辑。	5.3 Party B agrees to rebroadcast the Channels in its integrity and original, without any changes or modifying to the content of the Channels.
5.4 乙方还同意在转播授权频道时，不对授权频道的标识做任何遮挡。	5.4 Party B also agrees not to do any kind of cover or block to the logo of the Channels while rebroadcasting.
六、报告 乙方应每六个月向甲方书面确认已完成授权频道在芝加哥数字地面电视 WOCK-TV、Comcast 和 RCN 有线网转播，并提供经签字盖章的确认函（包含播出情况、用户数和频道	**6. Report** Party B shall confirm in writing to Party A on completion of rebroadcasting in WOCK-TV, Comcast and RCN with a signed and stamped confirmation letter stating rebroadcasting status, the number of

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号等信息）。该确认函应经当地公证机关公证。为避免疑惑，对于第一个协议年度内的第一笔分期付款，乙方应在 6 个月播出结束后向甲方发送播出确认函。	subscribers and channel number on a 6-month basis after it finishes such six-month period rebroadcasting before next payment to be made by Part A. Such letter needs to be notarized by the local authorities. For the avoidance of doubt, with respect to the first installment for the first contractual year, Party B may send such confirmation letter to prove its completion of first six-month rebroadcasting period after the first installment for the first contractual year is made by Party A to Party B.
七、通知与联络： 双方所有与执行协议的报告、通知书、同意书或其它必要的联络均应采用书面形式，通过传真、电子邮件或快递送达对方。 7.1 甲方 联系人：胡水旺、姜帅 电　话：+86-10-85057078/7071 传　真：+86-10-85057074 电子邮件：hushuiwang@cgtncorp.com jiangshuai@cctv.com distribution@cctv.com 7.2 乙方 联系人：Billy Chung 电　话：626-487-9483 传　真：626-912-5603 电子邮件：billyc@mail.wcetv.com 联系人：Grace Chung 电话：626-905-5382 传真：626-912-5603 电子邮件 grace@mail.rc-studios.com	**7. Notices and Communication** All reports, notices, consents, or other communications given or required under this Agreement shall be in writing and shall be delivered to the other party by facsimile, email or courier. 7.1 If to Party A Contact Person: Hu Shuiwang, Jiang Shuai; Telephone: +86-10-85057078/7071 Fax: +86-10-85057074 Email: hushuiwang@cgtncorp.com jiangshuai@cctv.com distribution@cctv.com 7.2. If to Party B Contact Person: Billy Chung Telephone: 626-487-9483 Fax: 626-912-5603 Email: billyc@mail.wcetv.com Contact Person: Grace Chung Telephone: 626-905-5382 Fax: 626-912-5603 Email: grace@mail.rc-studios.com
八、终止 8.1 如果乙方提供的服务质量并不令人满意，甲方可以要求乙方在合理的期限内进行改正。在不损害甲方主张赔偿的权利下，如乙方未能进行改正，或/并未能遵守本协议，或/并实质性违反本协议，甲方也可以通过书面方式取消或终止本协议。甲方终止协议的情形包括但是不限于： a) 乙方瞒报谎报需依据协议第六条报告的用户数，导致与实际情况出现重大出入（超过 15%少视为重大出入）。	**8. Termination** 8.1 If the quality of the service Party B provided may not be satisfactory, Party A may require Party B to make correction in a reasonable period. Without prejudice to the right of claim damage, Party A may cancel or terminate this Agreement in writing in case Party B fails to make such correction and/or fails to comply this Agreement, and/or if Party B makes a material breach to this Agreement. The circumstances that Party A is entitled to terminate the Agreement include but is not limited to: a) Party B has misrepresented or misstated the subscriber number pursuant to Article 6 and results in significant discrepancies (more than 15% is deemed as the significant discrepancy) between the claimed and actual number.

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b) 不合理停播连续超过 10 天。 c) 乙方伪造、仿造公证确认函。 d) 不可抗力。 e) 其他导致根本违约的不履行行为。 8.2 如果协议基于上述 a，b，c，e 终止，甲方有权要求乙方额外承担 20%年转播费作为违约金。在收到甲方书面通知的 30 个工作日内，将违约金退还至甲方指定账户。逾期不予退还的，按照每天 2%的比例支付滞纳金。 8.3 如甲方提供的节目违反美国联邦通信委员会的规章制度，乙方可要求甲方在合理期限内予以纠正。	b) Unjustified suspension exceeds more 10 consecutive days. c) Party B misrepresented or forges the notarized confirmation letter. d) Force Majeure. e) Other non-performance of duties which consists a material breach of the Agreement. 8.2 If the Agreement is terminated based on the above a), b), c) and e) items, Party B shall be subject to 20% of the yearly rebroadcasting fee in addition as a penalty. Party B shall make such penalty to the bank account designated by Party A within 30 working days upon the receipt of Party A's correct invoice. Failure to make the penalty within the time limit shall be charged an overdue fine of 2% yearly rebroadcasting fee per day. 8.3 If Program provided by Party A violates the Rules and Regulations of USFCC, Party B may require Party A to make correction in a reasonable period.
九、争议 本协议受中国法律管辖。本协议引起的或与本协议有关的任何争议，应本通过友好协商解决。如本协议所引发的任何争议和纠纷未能通过友好协商解决，其应交由中国国际经济贸易仲裁委员会（北京）专属解决。仲裁裁决是终局的，对双方均有约束力。	**9. Dispute** This Agreement is governed by the laws of China. Any dispute arising out of or in connection with this Agreement shall be settled through friendly negotiation. If any dispute and dispute arising from this Agreement cannot be resolved through friendly negotiation, it shall be handed over to the China International Economic and Trade Arbitration Commission (Beijing) for exclusive resolution. The arbitral award is final and binding upon both parties.
十、保密 双方均向对方承诺将视本协议条款及其在本协议执行过程中可能获得的有关其他方业务或其他方面的技术或其他信息为机密信息，并同意未经其他方书面同意，不得向任何第三方披露这些条款或信息（向其关联公司、审计或专业咨询公司披露或按法律要求披露除外）。	**10. Confidentiality** Each Party shall treat as confidential the terms of this Agreement together with all information relating to the business, technical and affairs of the other Party communicated to it in connection with this Agreement. Unless it has obtained the other Party's prior written consent, neither Party will disclose the Information to any person or entity (other than its subsidiaries or holding company, auditors, professional advisers or as required by law).
十一、不可抗力 对于因任何超出其合理控制能力的原因，包括但不限于，天灾、战争、火灾、洪水、爆炸或者骚乱等，导致一方任何延迟或未能履行其在本协议项下的义务，任何一方均不应向对方承担任何责任。但上述的前提条件是，因不可抗力事件而延迟履约的一方应立即向对方	**11. Force Majeure** Neither Party shall be liable to the other for any delay or non-performance of its obligations under this agreement arising from any cause or causes beyond its reasonable control, including without limitation, acts of God, war, fire, flood, explosion, or civil commotion. Subject to the Party so delaying promptly

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发出书面通知，阐明延迟履约的原因以及可能延迟的期限。延迟方在不可抗力事件持续期间，应当暂停履行其受到延迟影响的义务，并且各方均应采取合理的努力，避免该不可抗力事件的影响。但如果延迟方未能在合理的期限（不论在任何情况下，均不应超过三（3）个月）内恢复履约，那么，非延迟方可以发出书面通知，终止本协议。	notifying the other Party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying Party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists, and each party shall use all reasonable endeavors to avoid the effect of that cause. Provided that the performance is not resumed within reasonable period, which in no case shall exceed three (3) months, the non-delaying party may by written notice terminate this agreement.
十二、声明与保证 12.1 甲方和乙方在此向其他方声明并保证，本方具有签订本协议并履行在本协议项下所有义务的能力和权利。 12.2 乙方向甲方保证： a) 不得以任何方式中断、变更、添加、删除或编辑甲方节目的任何部分； b) 执行本协议，不违反在授权区域内的法律、法规、命令； c) 提供本协议规定的服务。 d) 乙方有义务向甲方提供在授权区域与授权频道相关的法律法规，包括但不限于有关播出、落地、内容、广告等方面的法律、法规、规定等（“法律法规”）。乙方应协助甲方确保授权频道遵守法律法规，确保在授权区域内合规事宜。如果上述法律法规发生变化，乙方应在做出修订或更新时及时告知甲方，并且每 6 个月向甲方提供法律法规的更新报告。如果因乙方未能及时向甲方告知或更新相关法律法规，造成授权频道在授权区域出现违规行为，乙方应在合理过错范围内承担相应赔偿责任。若甲方向监管机构或第三方先行赔付后，甲方有权向乙方进行追偿。 e) 如果授权区域政府部门、监管机构，对授权频道启动相关调查、行动，乙方有义务第一时间通知甲方并提供相关司法协助，司法协助包括但不限于提供相关法律法规、遵守保	**12. Representations and Warranties** 12.1 Party A and Party B represents, warrants and undertakes to the others that it has the requisite power and authority to enter into this Agreement and to perform fully its obligations hereunder. 12.2 Party B represents, warrants and undertakes to Party A that: a) it shall not interrupt, alter, add to, delete or edit any part of the Channels in any way; b) its performance under this Agreement does not violate any applicable law, regulation, decree or policy in the Territory; c) it shall exercise due care and diligence in its performance of its services as stated in this Agreement. d) Party B is obligated to inform Party A of all the related laws and regulations regarding the Channels, including but not limited to laws and regulations on broadcasting/distribution/contents/advertisement ("laws and regulation"). Party B is obligated to assist Party A in making sure the Channels abide by the above-mentioned laws, regulations and other lawful issues in the Territory. If changes were made to the laws and regulations, Party B shall be obligated to inform Party A in time of any modifications or updates. In addition, Party B shall provide Party A with an update report of laws and regulations every 6 months. If there were a failure of timely updates on laws and regulations by Party B to Party A, which resulted in a breach of law by the Channels, Party B shall be held accountable within reasonable scope. If any compensation had been made to the authorities or third party by Party A in this regard, Party A shall be entitled to pursue reimbursement from Party B. e) If any investigation or action were to be taken by the government or the authority in the Territory towards the Channels, Party B shall be obligated to offer related legal assistance. Legal assistance

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密义务、经甲方许可后与监管机构进行必要沟通、及其他甲方提出的合理协助要求等事宜。乙方承诺不会擅自做出相关陈述和答辩，如果未经甲方许可而做出的陈述给甲方造成任何损失，甲方有权立即终止本协议，并向乙方主张年转播费 20%作为违约金。	includes but not limited to offering related laws and regulations, abiding by confidentiality obligations, communication with the authority after consulting with Party A, and other reasonable requests proposed by Party A. Party B shall not make relevant statements and defense without permission of Party A. If the statements made by Party B without the permission of party A cause any loss to Party A, Party A is entitled to terminate this Agreement immediately and Party B shall be subject to 20% of the yearly rebroadcasting fee in addition as a penalty.
f) 如果授权频道的播出许可被授权区域内的政府部门、监管机构暂停、吊销或终止而造成授权频道停播，则乙方在停播之日起至恢复播出之日期间不再向甲方收取转播费，乙方将依据本协议第四条之规定按比例退还年度转播费。如果乙方在授权频道的停播中存在过错，在停止收取转播费之外，甲方有权根据本协议其他相关约定，向乙方主张赔偿责任。	f) If the broadcasting license of the Channels were suspended/revoked /withdrawn by the government or the authority of the Territory and resulted in cessation of rebroadcast, then Party B shall cease to charge Party A for rebroadcasting fees during the cessation, and Party B shall refund the yearly rebroadcasting fee on a pro-rata basis in accordance with Article 4 of the Agreement. If Party B were in default on the cessation of the Channels, Party A shall be entitled to make claim of compensation to Party B according to related clauses of this Agreement.
g) 如因任何原因造成授权频道播出停止，乙方有义务在停播后的 12 小时之内告知甲方。	g) If for any reason the rebroadcasting of the Channels is ceased, Party B is obligated to inform Party A within 12 hours upon such cessation.
十三、文本 本协议在双方签署后生效。本协议用中文和英文写成，两种文本同等有效。如两种文本之间发生争议，则以中文文本为准。 本协议一式 6 份，甲方执 5 份，乙方执 1 份。每份原件应具有同等法律效力。	**13. Authentic** This Agreement shall take effect upon signature hereof by the Parties. This Agreement is executed in the Chinese and English languages. Both versions are authentic and effective. If there's any inconsistency between the two versions, the Chinese version shall prevail. The Agreement shall be executed in 6 original copies. Party A shall hold 5 copies, and Party B shall hold 1 copy. Each original copy shall have the same legal effect.
For and on behalf of 甲方：中国中央电视台 Party A：China Central Television 签字：_____	For and on behalf of 乙方：美国朗思传媒集团（银视网） Party B: R&C Media Group, Inc. Signature:_____

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