

**Česká televize**  
Company VAT number: CZ00027383

and

**Company: GAUMONT**  
Company VAT number: FR1856218002

## **Programme Licence Agreement**

number N°27943

Subject matter of the agreement:  
Price or value:  
Date of execution:

Programme licence acquisition  
**22.200 EUR**  
29/10/18



**INTERNATIONAL MULTIPLE RIGHTS AGREEMENT N°27943**

*Basic License Term*

This Agreement is executed on July 30, 2018

Subject to timely payment of the Guarantee and all delivery costs due to Gaumont and to Distributor's performance of all other terms and conditions of this Agreement, Gaumont hereby agrees to licence to Distributor the Licensed Rights to the Picture in the Territory for the Term and Authorized Languages below under the following conditions. This Agreement is a binding agreement between the parties upon execution, and supersedes all previous written or oral agreements or understandings between the parties regarding the distribution of the Picture in the Territory. The IFTA© International Standard Terms (V2010) and IFTA© International Schedule of Definitions (V2012) are incorporated herein by reference, provided the terms of the Agreement shall prevail in case of conflict.

**LICENSOR:**

**GAUMONT S.A.**  
30 Avenue Charles de Gaulle  
92200 Neuilly sur Seine (FRANCE)  
VAT FR1856218002

Represented by Ms. Cécile GAGET

Hereafter "Gaumont" and/or "Licensor"

**DISTRIBUTOR:**

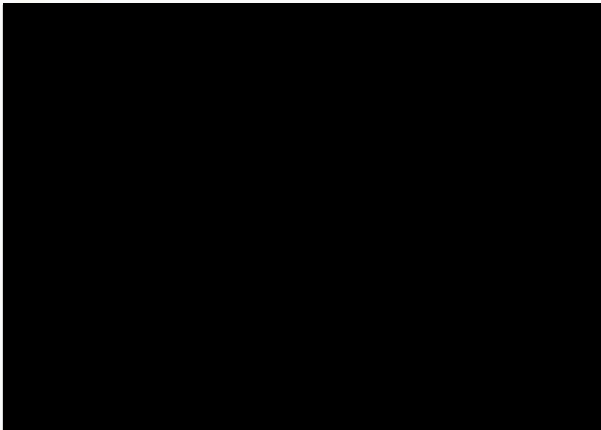
**CESKA TELEVIZE**, Public Company established by the  
Czech Television Act No. 483/1991 Coll.,  
Kavci Hory, Na Hrebenech II 1132/4, CZ – 140 70 Praha 4,  
Czech Republic (VAT Registration No CZ00027383)

Represented by [REDACTED], Head of Program  
Acquisitions

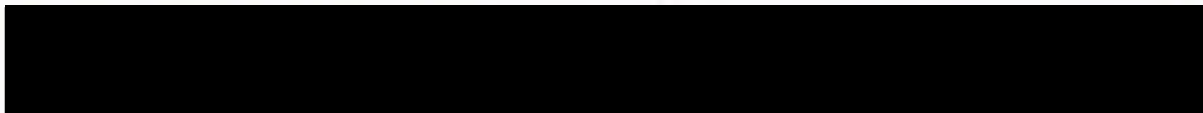
Hereafter "Distributor"

**1 – THE PICTURE:**

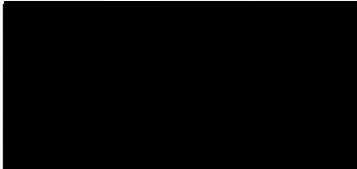
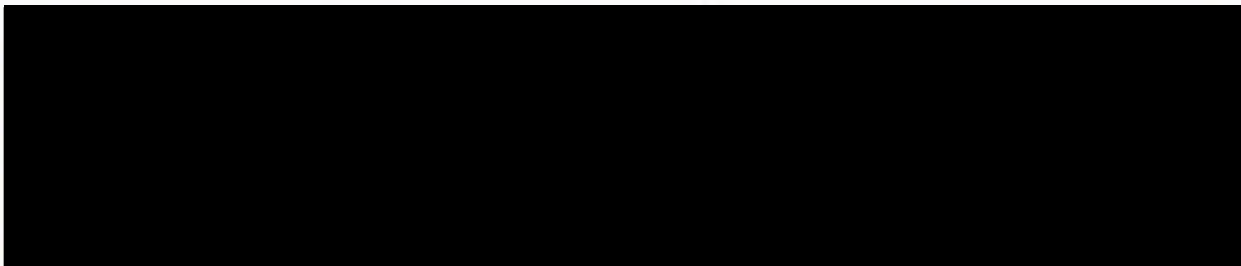
The word "Picture" refers to the feature-length theatrical motion pictures (each a "Title") containing the Required Elements as follows:



**2 – LICENSED RIGHTS:** Subject to payment of the amounts stated in Article 7 below, Gaumont hereby grants to Distributor the following exclusive (unless otherwise specified) rights:



**NOTES:**



(ii) Distributor and its sub-licensees shall have the right to exploit the Licensed Rights through digital or on-line transmission provided that a digital rights management ("DRM") technology generally recognized in the motion picture industry is available and employed that limits the ability of authorized users or viewers to access or receive the Picture on a geographic basis. Such DRM technology must incorporate safeguards to prevent the unauthorized copying, downloading, dissemination, broadcast, distribution of the Picture or other similar acts of piracy by the user or viewer and that prevent access, reception, broadcast, or transmission outside the Territory. If a DRM technology employed by Distributor and/or its sub-licensees proves to be insufficient in preventing more than an insubstantial number of incidences of unauthorized copying or unauthorized dissemination, reception, broadcast or transmission of the Picture outside of the Territory, or other similar acts of piracy by the user or viewer, Distributor shall immediately withdraw the Picture from any Digital Delivery system using such insufficient DRM technology, and Distributor shall not further distribute the Picture through such DRM technology until its deficiency has been remedied. In addition, Distributor shall always ensure that the viewing of the Picture is without alteration of the original continuity of, or sequence of images comprising, the Picture (i.e. in a linear format only).

All the rights not specifically granted above are reserved to Gaumont.

### **3 – TERM AND EXPLOITATION PERIOD:**

This Agreement starts upon its execution date hereof and expires automatically on January 31, 2022

The Exploitation Period of the Picture [REDACTED]

### **4 – TERRITORY:**

The Territory refers to the country defined as follows, as its/their political borders exist on the date of this Agreement excluding protectorates and possessions:

[REDACTED]

### **5 – AUTHORIZED LANGUAGES:**

Distributor is entitled to exploit the Picture [REDACTED]

The right to exploit the Picture in its original version without subtitles is not herein granted. Gaumont hereby reserves all rights to exploit the Picture in the Territory in any and all versions other than the version(s) authorized here above.

### **6 – DISTRIBUTOR'S OBLIGATIONS:**

- (i) Gaumont will provide advertising requirements to Distributor and Distributor undertakes to follow such advertising requirements. In the event Distributor does not require Gaumont's prior approval with respect to the advertising and publicity created by Distributor in connection with the Picture, then the third parties will be entitled to act directly against Distributor. Distributor shall comply with all credit requirements and restrictions provided by Gaumont and shall use the approved marketing materials provided by Gaumont or available on Gaumont's marketing platform and the short excerpts of the Picture not exceeding 3 minutes in order to advertise, publicize or promote broadcasting of the Picture by any media subject to no further consideration. Further the Licensee is authorized to include crawling messages during the broadcast of the Picture subject to the local legislation and the authors' moral rights. Distributor shall be authorized to include sponsorship messages before or after the Picture in conformity with the laws of the Territory.
- (ii) Distributor may change the title of the Picture subject to Gaumont's prior written approval. If Gaumont agrees to a new title, Distributor must notify Gaumont of such title with its English translation. The exploitation in the Territory of such new title or of the original title shall not subject Gaumont to any liability whatsoever to third parties.
- (iii) Censorship: Distributor shall use its best efforts to promptly obtain censorship approval in the Territory and shall meaningfully consult with Gaumont at every step of the censorship process, it being agreed that Distributor shall obtain Gaumont's prior written approval if any change/editing is requested.
- (iv) Distributor represents and warrants that it will comply with all requirements and obligations herein. Distributor agrees to indemnify and hold harmless Gaumont from any claim or loss arising out of any breach by Distributor of such requirements and obligations.

### **7 – PAYMENTS:**

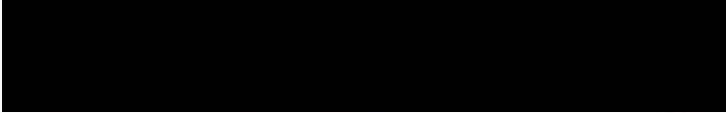
Distributor shall irrevocably pay to Gaumont a Flat Fee as set forth below per Title for a total amount of € 21.000 (twenty-one thousand Euros) payable as follows:

[REDACTED]

No exploitation of the Picture shall occur under this Agreement unless the full amount of the Flat Fee has been paid by Distributor.

[REDACTED]

The Flat Fee is allocated per Title as follows:



Payment in due time is of the essence of this Agreement. The vesting of the Licensed Rights is subject to signature of this Agreement and payment in full of the Flat Fee.

The Flat Fee is net of all taxes and costs other than the legal withholding taxes.

Gaumont acknowledges to be the beneficial owner of the License Fee.

Timely payment is conditioned upon receipt of the valid confirmation of Gaumont's residency issued by the appropriate tax authority unless such valid confirmation has already been provided to Distributor during the applicable year.

Gaumont agrees that if applicable Distributor may deduct the withholding tax under local laws and regulations in accordance with which Distributor shall provide Gaumont with the relevant tax certificate as soon as received and in any event, no later than 6 (six) months after payment. If Distributor fails to provide Gaumont with such documentation within 6 months after payment, such withholding taxes will not be deducted and shall be paid to Gaumont

It is hereby agreed that should Gaumont choose to deliver invoices by means of electronic mail, Gaumont shall be obliged to send PDF format invoices using his e-mail address (i.e. an e-mail address on Gaumont's official e-mail server, e.g. [REDACTED]) to the e-mail address of the Distributor: faktury@ceskatelevize.cz. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of Distributor.

**8 – MATERIALS:**

Always subject to Gaumont's approval, Distributor shall order the Materials necessary for the exploitation of each Title no later than 60 (sixty) days prior to the start of exploitation period of such Title, save expressly for Title n°2.

[REDACTED] a ProRes HQ HD PAL 16/9 file in original version respecting the original aspect ratio of the film, with M/E tracks, [REDACTED] EUR 1.200 in total), shall be delivered and paid by Distributor upon receipt of the corresponding invoice and prior to any delivery.

Scripts for [REDACTED] and music sue sheets and publicity materials for all Pictures shall be delivered free of charge.

Distributor shall have 30 days for the technical check of delivered materials.

It is understood that Distributor already holds the materials necessary for the exploitation [REDACTED] Should Distributor require new materials, such materials shall be paid by Distributor prior to any delivery. Transport costs to be paid by Distributor (Ex Works delivery – Incoterms).

Distributor's Created Materials: Gaumont (and its designees) will at all time have access to all alternate language tracks and dubbed and/or subtitled versions of the Picture created by Distributor for the purpose of this Agreement, conditions for such access to be negotiated in good faith between Distributor and Gaumont and/or the third party requesting use of such dubbed and/or subtitled version(s).

At its own election, and if available and acceptable, Distributor may use the already existing Czech version(s) made by previous distributor(s), for its broadcast.

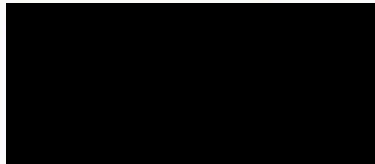
**9 – MISCELLANEOUS:**

A – Definitions:

Television (TV) Rights: time schedules primarily determined by the TV operator, and for reception on TV receivers, Computers, handheld devices including mobile phones, subject to the restrictions below; Free TV: Terrestrial, Cable, Satellite.

B – This Agreement is personal to Distributor and Distributor is not entitled to sublicense, assign or transfer the Licensed Rights herein to any other third parties unless pre-approved in written by Gaumont.

C – It is specifically agreed that all rights not expressly licensed herein to Distributor including, but not limited to, merchandising rights, commercial tie-in rights, subsequent production and all ancillary and derivative rights (such as, without limitation, remake, prequel rights, or any other version of the Picture), publishing rights, music publishing and soundtrack album rights, videogame, novelization, live stage, radio adaptation, theme park rights, and clip rights (ie. other than directly related to the promotion of the Picture, limited to 3 min in the aggregate), are expressly excluded from this Agreement and reserved to GT with no holdback applicable. All amounts collected by any author's rights or performing rights organization, publisher's share of music royalties or





governmental agency which are payable to authors, producers or Distributors and which arise from royalties, compulsory licenses, cable retransmission income, tax rebates, exhibition surcharges or the like, will be the sole property of GT and will not be included in or credited to any Gross Receipts (such as blank audio or Videograms tax or royalty, royalties collected by AGICOA or any similar organization from cable retransmissions of TV programs, music performing or mechanical rights societies collections). GT has the sole right to apply for and collect all these amounts and if paid to Distributor, shall be immediately remitted to GT.

D - Distributor shall be responsible for the payment of any and all performing rights and also any royalties/fees payable to collection societies in connection with the exploitation of the Licensed Rights in the Territory.

Gaumont hereby declares and warrants that all rights in the music or musical composition contained in the Picture hereby licensed are either in the public domain in the Territory, or controlled by Gaumont sufficient to allow Distributor to exploit them without additional payment, or available by license from a music performing rights society in the Territory, in which case Distributor will be responsible for obtaining a license at its own expense. For that purpose, Gaumont shall provide Distributor with full and complete music cue sheet containing all relevant information as requested by such music performing rights society.

E - Anti-piracy measures: Distributor shall implement, establish and employ all customary measures and procedures of protection and security in the Territory to prevent acts of piracy of the Picture.

F.1 – Representations & Warranties ("R&W"): each party represents and warrants that it has full power and authority to execute and perform this Agreement. Distributor's R&W: as per IFTA@International Standard Terms. Distributor agrees to indemnify and hold harmless Gaumont from any claim or loss arising out of any breach by Distributor or any of its subdistributors/sublicensees/subagents of any of the terms, representations, warranties or covenants set out herein. Gaumont's R&W: Gaumont holds all necessary rights for Distributor's exercise of the Licensed Rights and, to the best of Gaumont's knowledge, no element of the Picture/the Picture itself/ the exercise of the Licensed Rights does or will defame any third party or infringe any copyright, trademark, or any other property of any third party.

F.2 - In case of a default in the performances of any of its obligations by any party, the other party will be entitled to terminate immediately and automatically the Agreement when a notice of such default has been sent to the defaulting party by registered mail with proof of receipt and the defaulting party has failed to respond within twenty (20) days after the sending of such notice for non-monetary default and within ten (10) days for monetary default.

F.3 - When it is Distributor's failure, Gaumont shall immediately recover all the Licensed Rights. Gaumont shall keep all sums already paid by Distributor and all sums still due become immediately payable notwithstanding any additional rights such as damages. All prints and material shall be sent back to Gaumont within 48 hours after said termination. Once Gaumont has fully recovered its rights, all the sums due to Distributor by exhibitor or sub-Distributors for instance shall be due to Gaumont.

F.4 - Failure by Distributor to order Materials or release as per this Agreement shall be sufficient cause to terminate this Agreement at Gaumont's discretion. Failure of delivery (for any reason) shall not constitute a breach of the Agreement by Gaumont, provided however that Gaumont shall refund or reallocate any portion of the Guarantee that would have been already paid by Distributor (sole remedy).

G – Financial Charge On Late Payments: If Gaumont does not receive a payment on the date it was due, then, in addition to any other right or remedy, Gaumont will assess interest on such late payment at an annual rate of 10% above the ECB Refinancing Rate. A financial charge, if made, will be retroactive to the date payment was due and will continue until payment in full.

H - This Agreement shall be construed and governed by the laws of France. Gaumont and Distributor hereby consent and submit to the exclusive jurisdiction and venue of Paris for the adjudication of any dispute between Gaumont and Distributor pertaining to this Agreement or the alleged breach of any article hereof, unless Gaumont decides at its sole discretion to designate a jurisdiction in the country where Distributor's registered office is located.

I - Severability: If any term or provision of this Agreement is found to be invalid, illegal or incapable of being enforced, that provision shall be deemed severed from the Agreement, and of no effect, but all other terms and provisions shall remain in full force and effect so long as the economic or legal substance of the transaction is not affected.

J - Any notice pertaining hereto shall be in writing. Any such notice due hereunder shall be served by delivering such notice: (i) by hand or registered mail with an appropriate receipt obtained; (ii) by Fedex or any other recognized international courier service; or (iii) by email with confirmation of receipt, to the address specified on page 1 of this Agreement or to such other address as the parties hereto may hereafter designate in writing, and the date of notice shall be deemed to be made or given on the business day at the place of receipt first following the date of transmittal when sent by email or by hand (provided that a confirmation of receipt is available), 5 (five) business days after mailing when sent by FedEx or any other recognized international courier service (provided that a confirmation of receipt issued by the courier service is available), and 10 (ten) business days after mailing when sent by registered mail (provided that a confirmation of receipt is available).

K - Any terms capitalized but not defined herein shall be further defined in the IFTA@ International Standard Terms (V2010) and/or IFTA@ International Schedule of Definitions (V2012).

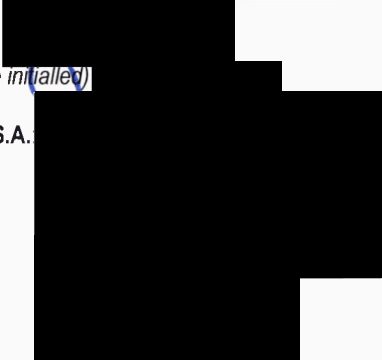
L - Front Page. Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of publishing of this Agreement in line with Czech law.

M - With regards to the fact that the Agreement and this amendment is subject to an obligation to make the contents of the Agreement and this Amendment public based on the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the "Act on Registration of Agreements"), upon mutual agreement of the contracting parties, the information highlighted in yellow in the copy of the Agreement and this Amendment shall be redacted (blackened out) pursuant to the Act on Registration of Agreements. To avoid any doubts, it is hereby stipulated that the following parts of the Agreement shall be redacted: licensed rights, Catch-up TV Rights period, territory, language, term, payment schedule, access to dubbed version,

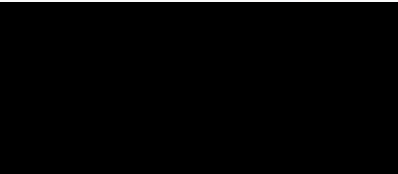
content of Exhibit A, personal data, initials and signatures. Information not highlighted in yellow shall not be subject to the duty of confidentiality. This Amendment produces its effects upon its publication in the register of agreements..

(All pages to be initialed)

For Gaumont S.A.



For Distributor:



Head of Program Acquisitions

29-10-2018

