



**AMENDMENT NO.3 TO FREE TELEVISION LICENSE AGREEMENT**

This Amendment No. 3 (the “**Amendment**”) dated as of September 13, 2018 (“**Effective Date**”) is between Ceska Televize, a Public Company established by the Czech Television Act No 483/1991 Coll., VAT No. CZ00027383, with its principal place of business at Kavci Hory, Na Hrebenech II 1132/4, CZ - 140 70 Praha 4, Czech Republic (“**Licensee**”), and Paramount Pictures International Limited, with its principal place of business at Building 5, Chiswick Park, 566 Chiswick High Road, London, W4 5YF United Kingdom (“**Paramount**”), and amends that certain Free Television License Agreement dated as of December 20, 2016 between Licensee and Paramount, amended with effect from May 8, 2017 and August 14, 2018 (as amended, the “**Agreement**”). Capitalized terms used herein and not otherwise defined will have the meanings ascribed to such terms in the Agreement.

RECITALS

**WHEREAS**, Licensee and Paramount desire to amend certain of the terms set forth in the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

TERMS

1. **Licensed Titles.** The defined term “Licensed Titles” will include the motion pictures set forth in Schedule A hereto (the “**Additional Licensed Titles**”).
2. **Availability Date and End Date.** The Availability Date and End Date for each Additional Licensed Title mean the respective dates set forth in Schedule A hereto, unless otherwise mutually agreed by the parties in writing.
3. **License Fees.** The License Fee due and payable to Paramount with respect to each Additional Licensed Title will be as set forth in Schedule A hereto (the “**Additional License Fee**”). The total Additional License Fees due and payable hereunder are forty-one thousand United States Dollars (\$41,000).
4. **Licensed Channel(s).** Notwithstanding anything to the contrary in the Agreement, the Additional Licensed Title [REDACTED] may only be exhibited on the Licensed Channel known as [REDACTED].
5. **Payment Terms.**
  - (a) The total Additional License Fees for all Additional Licensed Titles with an Availability Date in 2019 will be due and payable by Licensee to Paramount on or before December 1, 2018.
  - (b) The total Additional License Fees for all Additional Licensed Titles with an Availability Date in 2020 will be due and payable by Licensee to Paramount on or before December 1, 2019.
  - (c) **Confidentiality.** The parties acknowledge and agree that Licensee may make the Amendment available to the public to the extent required by Act No. 340/2015 of the Czech Collection of Laws (the “**Act**”); provided that Licensee shall consult with Paramount with respect to information that will be redacted from the Amendment pursuant to the Act prior to making such documents available to the public. The parties



further acknowledge and agree that the following information will be redacted from the Amendment before such document is made available to the public: the number of Exhibition Days, the content of Schedule A to the Amendment (including name of Licensed Title, License Period and License Fee for the Licensed Title), signatures and initials.

- (d) **Other Terms.** Notwithstanding anything to the contrary, the Agreement is hereby amended so that the terms therein will be limited to the extent required by the laws of the European Union.
- (e) **No Other Modifications.** Except as set forth herein and except to the extent inconsistent with the provisions of this Amendment, the terms of the Agreement will remain unchanged and in full force and effect.
- (f) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic copy (e.g., PDF or TIFF) shall have the same binding effect as delivery of a manually-executed counterpart of this Amendment.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their respective, duly authorized representatives.

Ceska Televize

By: \_\_\_\_\_

Name: Petr Dvořák

Title: General Director

Date: - 6 -12- 2018

Paramount Pictures International Limited

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

Date: December 11, 2018

**SCHEDULE A**

**LICENSED TITLES**

<b>LICENSED TITLE</b>	<b>YEAR</b>	<b>AVAILABILITY DATE</b>	<b>END DATE</b>	<b>LICENSE FEE (USD)</b>
-----------------------	-------------	------------------------------	-----------------	--------------------------

