Česká televize Company ID number: 00027383

and

Company: Deutsche Welle Company VAT number: DE 123052407

Programme Licence Agreement

Number 1079774

Subject matter of the agreement: Price or value: Date of execution: Programme licence acquisition 21.000 EUR <u>* 11. 2016</u>



License Agreement

The following Agreement is made on 30 August 2016 by and between

Deutsche Welle

a Public Broadcasting Corporation Kurt-Schumacher-Str. 3 53113 Bonn, Germany **and**

VAT -- No: DE 123052407

- "DW" -

729 20 Ostrava, Czech Republic VAT-No: CZ00027383

Dvořákova 18

- "Licensee" -

Česká televize – TV Studio Ostrava

Public company established by Czech Television Act No.483/1991 Coll.,

A. Main Conditions

1. Subject Matter of Contract

Programme(s): Prod.-No: Duration per episode: Number of episodes: **see Appendix 1** see Appendix 1 30 min see Appendix 1

2. Rights

2.1 TV-Rights:

2.2	Broadcaster: Right to sublicense:	Česká televize's channels no
3. 4.	Licensed Territory: Term:	
5.	Licensed Language(s):	
6.	License Fee:	
7.	Payment Terms:	 i.e. total amount of Euro 17.500 (in words: seventeen thousand five hundred) excl. VAT 100 % of the total amount upon signature of the contract and upon delivery and technical acceptance of material subject to receipt of the respective invoice issued by DW.

Please initial here

		 invoices by means or obliged to send PDF address to the e-mail <u>faktury.ova@ceskate</u> considered as delive to the e-mail address DW acknowledges to License fee. Timely payment is confirmation of Germa ppropriate Tax Aut confirmation has alr 	It is hereby agreed that should DW choose to deliver invoices by means of electronic mail, DW shall be obliged to send PDF format invoices using his e-mail address to the e-mail address of the Licensee: <u>faktury.ova@ceskatelevize.cz</u> . The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee. DW acknowledges to be the beneficial owner of the License fee. Timely payment is conditioned upon receipt of the valid confirmation of German residency of DW, issued by the appropriate Tax Authority of Germany unless such valid confirmation has already been provided to the Licensee during the applicable year.		
8.	Delivery Items:	Technical material: Other material: At cost:	DigiBetacam, PAL standard, English version, M&E English script, music cue sheet Euro 3.500 (in words: three thousand five hundred) excl.VAT		
9.	Special Provision:	(i) DW hereby grants to Licensee the non-exclusive right to produce or have produced a version (dubbed, voice- over, and/or subtitled version) of the Licensed Programs in the Licensed Language. Upon request, DW has unrestricted access (worldwide, in perpetuity and all media) to any dubbed and/or subtitled material of the Licensed Programs during and after the Duration of the License Term.			
		(ii) DW hereby declares and warrants that all rights in the music or musical composition contained in the Program hereby licensed are either in the public domain in the Territory, or controlled by DW sufficient to allow Licensee to exploit them without additional payment, or available by license from a music performing rights society in the Territory, in which case the Licensee will be responsible for obtaining a license at its own expense provided that DW has delivered to Licensee full and complete music cue sheets contain- ing all relevant information as requested by such music performing rights society.			
License	e Agreement	by the following wor agree that the conten- information that ma attention during the execution of this Agr considered to be con- party shall be author such information wi the other party. This	General conditions shall be replaced ding: Confidentiality: The parties nt of this Agreement, as well as any y have come to either party's process of negotiation preceding the reement and/or its fulfillment, is infidential and neither contracting rized to disclose to any third party thout the prior written consent of prohibition remains in effect after the Agreement is completed or <i>Please initial here:</i>		

*

terminated, with the exception of information: (i) that came to the other party's attention independently of the other contracting party; (ii) that the Licensee provides to third parties in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates (with the exception of information marked by DW as its trade secret); (iii) that a contracting party provides or makes public based on a legal regulation or enforceable decision of a court and/or authorized administrative body; and (iv) that a contracting party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality. Should this Agreement be or become subject to an obligation to make the contents of this Agreement 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") (for example, due to the execution of an amendment), information in this Agreement highlighted in yellow shall be redacted (blackened out) pursuant to the Act on Registration of Agreements upon mutual agreement. Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the parties to keep such information confidential. Information not highlighted in yellow shall not be subject to the duty of confidentiality pursuant to this provision. Only the Licensee shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 80 days commencing upon its execution.

(iv) 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 the Czech Registry of Agreements

(v) This Agreement comes into force upon its signature by both contracting parties. It has been executed in three counterparts, each valid as an original, of which the Licensee shall receive two counterparts and DW shall receive one counterpart. DW undertakes to send (i.e. to submit to the courier/mail service) signed Licensee's counterparts at the latest on the third business day after its signature.

B. General Conditions

B1: DEFINITIONS

1.1 **Free Television Rights** shall be defined as the right to render the PROGRAMME accessible to the public for private use, whereby a charge is not made to the viewer by way of analog and/or digital broadcasts via the following transmission methods intended for and capable of reception by the public on any suitable television reception device solely in the Territory:

- **Terrestrial** (over-the-air terrestrial broadcast by Hertzian waves);

- **Cable** (by means of any coaxial or fibre optic cable system);

- **Satellite**: transmission of encrypted signals carrying the PROGRAMME to a direct broadcast satellite whose broadcast reception area ("footprint") is located substantially within the Territory intended for and capable of reception by the public on a television receiver only in the Territory. Any satellite overspill is only admissible to the extent that (i) the broadcast originates from the Territory and (ii) is mainly intended for, and mainly received within the Territory;

received within the Territory; - **Internet** (including IP TV) pursuant to clause 1.5;

Any transmission of the PROGRAMME via Pay TV, and/or on-demand (e.g. VOD) are expressly excluded.

1.2 Pay Television Rights shall be defined as the right to render the PROGRAMME accessible to the public for private use whereby a charge is made to the viewer for the privilege of receiving the respective channel or as part of an offer including several channels (Pay-Per-Channel TV Rights) or whereby a separate charge is made to the viewer for the telecast of one PROGRAMME (Pay-Per-View Rights) via the following transmission methods (encrypted signals only, decoding devices may only be distributed within the Territory): Terrestrial, Cable, Satellite. Internet pursuant to clause 1.5

Any transmission of the PROGRAMME via Free TV, and/or on-demand (e.g. VOD) is expressly excluded.

- Advertising Rights shall be defined as the 1.3 right to advertise and promote the PROGRAMME by announcement in printed matter, on radio and/or television, provided, however, that all excerpts used for such purposes shall not exceed 3 minutes in length. Included is the right to promote the exhibition of the PROGRAMME on the internet with stills delivered by DW (resolution not exceeding 72 dpi) as well as the right to promote the exhibition via streaming of nondownloadable excerpts of the PROGRAMME in a maximum length of 1 minute via the internet on websites addressed to viewers in the Territory.
- 1.4 **Catch Up Rights** for Free TV Rights shall be defined as the right to make available the

PROGRAMME in the Territory to consumers by means of Free-Video-on-demand ("Free-VOD") during a period of 7 days from the first initial Free TV broadcast. The term "Free-VOD" as used herein shall mean the right to exploit the PROGRAMME with an encrypted digital data transfer technology without permanent data storage from the broadcaster's Free-VOD-portal to a consumer, who selects the PROGRAMME for viewing, not downloading, at a variable time that the consumer designates for the intended purpose of non-commercial viewing for which a per programme fee or a subscription fee may not be charged

Catch Up Rights for Free TV Rights are granted on a streaming basis only, the PROGRAMME shall not be capable of being downloaded.

1.5 **Exploitation via internet**

Any exploitation via the internet or similar online delivery mechanisms such as IP TV and distribution via mobile networks such as 3G (including the so-called "roaming" outside of the Territory) of any Licensed Rights is subject to:

(i) an exploitation of the PROGRAMME in connection with websites in the Licensed Language(s) only and; (ii) access to the PROGRAMME is verifiably confined by adequate technologies to viewers physically located in the Licensed Territory; and (iii) the unauthorized dissemination, reproduction, copying, retransmission and alteration of the PROGRAMME by the recipient is prevented by an adequate technology in accordance with best international industry standard As researed the Error TV and Bay TV Bichte any

As regards the Free TV and Pay TV Rights any transmission via the internet shall be simultaneous, unaltered and concurrently with the transmission /Terrestrial, Cable and/or Satellite) of the relevant TV channel.

- 1.6 **Exclusivity** shall be defined as the sole right to exploit the PROGRAMME in the Territory in the Licensed Language(s) during the Term as set out in the Main Conditions.
- 1.7 **Delivery Items** shall be understood as the Broadcast material, the Marketing and Publicity material, Music cue sheets, Scripts etc. as specified in the Main Conditions.

B2. SUBJECT OF THE AGREEMENT / GRANT OF RIGHTS

- 2.1 Under the terms and conditions hereinafter set forth and subject to and conditioned upon due payment in full of the License Fee DW hereby grants to Licensee the exploitation rights as set out in the Main Conditions (hereinafter referred to as "RIGHTS"). DW also grants to Licensee on a non-exclusive basis the Advertising Rights as defined above.
- 2.2 DW controls all RIGHTS granted and/or to be granted under the agreement and DW has the full right, power and authority to enter into and to perform this agreement. DW shall indemnify and hold Licensee harmless from and against justified third-

party-actions, -claims, -damages and -costs (including reasonable outside attorney's fees) arising out of a breach of DW's warranties under the Agreement in cases of gross negligence or deliberate intention only and limited to the amount payable by Licensee for the respective affected PROGRAMME under the Agreement. The aforesaid limitation shall not apply in and to the extent of mandatory conflicting law, e.g. in case of deliberate acting. As a condition of this indemnity, Licensee agrees to (i) notify DW as soon as reasonably practicable upon becoming aware of any such claim, (ii) not settle or admit any claim or make any settlement confirming any claim or factual allegation, and (iii) allow DW to conduct all negotiations, proceedings and settlements of the claim and give DW all reasonable assistance and cooperation in doing so.

- 2.3 All rights in and to the PROGRAMME not explicitly granted to Licensee hereunder are reserved to DW (including but not limited to an exploitation of all other language versions in the Territory). At the end of the Term all RIGHTS licensed hereunder automatically revert to DW.
- 2.4 Licensee shall inform DW in writing of the date and time of the first transmission executed in accordance with the provisions set forth herein, as well as of all further transmissions, if any. In any case, the Term of this Agreement shall end on the earlier of (i) expiration of the Term as set forth in the Main Conditions, or (ii) execution of the last transmission licensed. Licensee shall immediately inform DW in writing upon execution of the last transmission licensed.
- 2.5 Licensee shall notify DW in advance in writing of the scheduled time and broadcaster of all TV runs of the PROGRAMME in the Territory, as well as the respective Programme episodes titles.
- Licensee shall be responsible for acquiring the 2.6 rights to the music used in the PROGRAMME and in excerpts, if any, which are necessary for the use of the RIGHTS from the copyright owners, e.g. Performing Rights Societies and/or Collective Copyright Managers. Where local Performing Rights Societies/Collective Copyright Managers do not exist or do not cover all music rights Licensee shall, at its expense, make such payment to the owner of the relevant rights for the music included in PROGRAMME. the Licensee shall hold DW harmless from any liability relating hereto.

Any exchange of the score music contained in the PROGRAMME shall not be allowed.

- 2.7 Licensee shall not be allowed to sublicense the RIGHTS to third parties (including subsidiary or allied companies). No transfer or assignment of the RIGHTS shall be effective.
- 2.8 Licensee shall be liable for any unauthorized use of the Delivery Items supplied by DW. In such case Licensee shall reimburse DW for all legal costs including reasonable attorney fees.

Any additional claims for damages by DW shall remain unaffected.

B3. LICENSED LANGUAGE(S)

Licensee may produce or have produced by third parties and exploit at its own expense and liability a Licensed Language version(s) of the PROGRAMME as set out in the Main Conditions. Upon DW's request Licensee will promptly supply free of cost to DW a copy of said Licensed Language version(s) upon creation of each of same. DW is hereby granted the right to utilize them in all media at any time, world-wide.

B4. Terms of Payment

4.1 Unless Licensee receives written notice from DW to the contrary, all payments to DW shall be made to DW's accounts:

USD Account No. 482 000 701 Bank Code: 370 700 60 Deutsche Bank AG, Cologne, Germany SWIFT Code: DEUTDEDK IBAN: DE62 3707 0060 0482 0007 01

or

EURO Account No. 482 000 700 Bank Code: 370 700 60 Deutsche Bank AG, Cologne, Germany SWIFT Code: DEUTDEDK IBAN: DE89 3707 0060 0482 0007 00

No payment shall be deemed to have been made to DW unless and until the amount thereof has been received by and credited to the account of DW as aforesaid.

- 4.2 All payments to DW shall be net of all bank charges or remittance fees. These expenses shall be borne by Licensee. Any taxes imposed on the Licensee Fee – except the withholding tax pursuant to paragraph 4.3. – shall not be deducted from the amount payable to DW hereunder.
- 4.3 Licensee shall only be entitled to deduct withholding tax if required by law and if a double taxation treaty exists between the country of which Licensee is the resident of and Germany. Licensee shall provide DW with proof of such deductions with all necessary documentation (such as original certificates of receipt from the relevant governmental authority, original certificates of tax exemption etc.) and a deduction of withholding tax, if any, shall be in accordance with the double taxation treaty.

Without prejudice to the foregoing, Licensee shall in no event be entitled to claim any refund or seek reimbursement from DW of any portion of the amounts therefore paid hereunder.

Licensee shall make best efforts to reduce amounts of deductions or to avoid any deduction in accordance with the provisions of the double taxation treaties and the applicable law.

B5. DELIVERY / DEFAULT

- 5.1 If Main Conditions foresee delivery on loan, at Licensee's expense, DW shall deliver the Delivery Items on loan for copying purposes only for a period not exceeding 30 (thirty) days to Licensee at Licensee's delivery address, of which Licensee shall inform DW in writing. The Delivery Items of the technical material shall be returned undamaged to DW at Licensee's cost immediately after Licensee has copied the material. In case that Licensee does not return the Delivery Items within the agreed time period, Licensee shall pay the full reproduction costs of the Delivery Items.
- 5.2 If Main Conditions foresee delivery at cost, Licensee will order from DW the Delivery Items as required for the exploitation of the PROGRAMME and Licensee will clear said materials and take possession of same as soon as possible, but no later than within four weeks from and after the date of arrival thereof at Licensee's destination. DW will supply the material and documents available upon receipt of Licensee's written order and at Licensee's cost.

DW will send an invoice to Licensee after receipt of its order, payable upon receipt by Licensee. All deliveries to Licensee shall be prepaid and at Licensee's risk.

- 5.3 Licensee shall have the right to inspect and examine all Delivery Items and shall advise DW within 15 (fifteen) days after delivery if and wherein the same is not complete, whereupon DW shall promptly deliver to Licensee the items of which it failed to make delivery of it in first instance. Licensee shall have 30 (thirty) days after delivery of any Delivery Item to raise any objection to its technical quality.
- 5.4 If Licensee fails to do so in time and/or detailing all points where Licensee has seen incomplete delivery or technical failure in the respective Delivery Items, any complaints shall be ruled out and the Delivery Items shall be deemed accepted. The same applies if no material delivery shall take place as Licensee is in possession of the Delivery Items.
- 5.5 In the event of rejection of the Delivery Items in due time, Licensee shall identify the defective material and give detailed reasons for such rejection by providing DW with a precise technical report, detailing all points where Licensee has seen technical failure in the material. Licensee shall request that DW shall deliver substitute delivery material (hereinafter referred to as Substitute Delivery Material) of the same PROGRAMME to replace the defective material.
- 5.6 Within 30 (thirty) days of receipt of the notification under Clause 5.5. DW shall at its own expense deliver to Licensee the Substitute Delivery Material (exception see Clause 5.7.).

In the event of technical rejection of the

respective Substitute Delivery Material due to technical defects or incomplete delivery, Licensee shall identify the respective defective material and give detailed reasons for such rejection by providing DW with a precise technical report, detailing all points where Licensee has seen technical failure in the respective Substitute Delivery Material, within 10 (ten) days upon receipt of the respective Substitute Delivery Material. If Licensee fails to do so in time and/or detailing all points where Licensee has seen technical failure or incomplete delivery in the respective Substitute Delivery Material, any complaints shall be ruled out and the Substitute Delivery Material shall be deemed accepted.

If Licensee provides accurate notice that 5.7Substitute Delivery Material is technically defect and in case that delivery of Substitute Deliverv Material would require а disproportionate effort for DW, DW shall at its sole discretion either (i) remedy such default or (ii) submit to Licensee a substitute PROGRAMME which is acceptable to Licensee or (iii) delete the PROGRAMME from the Agreement and reimburse Licensee any payments made with respect to the deleted PROGRAMME.

The parties agree that in the event that only parts of the Substitute Delivery Material (single episodes, one programme of a package deal) are classified defective, the Agreement shall only be terminated with regard to those episodes/ programmes. In this case the License Fee shall only be reduced by the amount regarding those defective episodes/ programmes.

This shall always be subject to the possibility of separate exploitation of the remaining PROGRAMME.

All other rights and remedies Licensee may have under the Agreement, law or equity are hereby excluded.

- 5.8 Upon expiration or sooner termination of this Agreement and at DW's choice, Licensee will either return to DW, free of charge, or destroy at Licensee's cost (with reasonable proof of destruction to be furnished to DW) all materials for the PROGRAMME supplied by DW or produced or manufactured by or for the account of Licensee during the Term.
- 5.9 All transport charges (both ways) as well as shipment charges, insurance, customs and other import duties shall be borne by Licensee. Any transports shall be carried out at Licensee's own risk.

B6. EDITING

6.1 Licensee shall at its sole cost and expense have the right to edit the PROGRAMME as delivered for the Territory, in order to insert commercials during breaks or intervals during the exhibition and distribution of the PROGRAMME and the right to edit the PROGRAMME for time segment requirements or to the needs, practices and customs of television and promotional exhibition in the Territory, provided that copyright notice, trademarks, logos and/or credits as well as quality, integrity, continuity and the Droit Moral of the PROGRAMME are maintained. Licensee indemnifies DW from all claims arising out of the editing. Any further edits shall not be allowed without prior written approval by DW.

6.2 The use of the entire PROGRAMME and of parts or excerpts thereof in another production shall not be permitted, except if explicitly stipulated under the Main Conditions.

B7. CREDITS / COPYRIGHT PROTECTION

Licensee hereby agrees to observe all credit obligations which DW advises and delivers to Licensee. Licensee or its sub-licensees shall not remove any of the credits, credit logos, notices copyright already on the PROGRAMME or otherwise advised by DW. Licensee or its sub-licensees shall undertake to adhere to such credits in manufacturing prints and in all advertising and publicity material. To the extent that individually applicable contractual credit obligations are not available, Licensee shall refer to, at least, the producing entities in the opening credits and the end credits.

B8. TERMINATION

This Agreement may be terminated by either 8.1 party upon written notice if: - the other party makes an assignment for the benefit of its creditors, becomes insolvent or commits an act of bankruptcy or is subject of any judicial or administrative proceeding launched in good faith relating to its bankruptcy or insolvency and all such situations of insolvency are not removed within 30 (thirty) days after the filing date of such insolvency or if Licensee ceases to carry on business;

- any failure, refusal, neglect or inability (other than due to an event of Force Majeure) of the other party to perform any of its material obligations, particularly payment obligations, under this Agreement is not fully cured within 30 (thirty) days from the date the party not in default notifies to the other party in writing of such default.

- 8.2 Upon termination of this Agreement in accordance with this Agreement, all RIGHTS granted to Licensee revert to DW with immediate effect and without any further declaration to be made and/or instrument to be signed.
- 8.3 In case DW terminates the Agreement in accordance with Clause 8.1., DW shall be entitled to retain as contractual penalty all payments made by Licensee up to the point of termination and all outstanding monies owed by Licensee shall become immediately due and payable to DW. As a penalty mutually agreed upon, all overdue monies shall bear interest calculated at the rate of eight percentage

points (8%) per annum above the German basis rate (Basiszinssatz) applicable on the date such monies are due. Without limiting any other rights DW may have under law or this Agreement, Licensee shall also be liable for any damages arising from the termination.

B9. WITHDRAWAL RIGHT

DW may in its absolute discretion withdraw a PROGRAMME or specific exploitation rights in and to PROGRAMME from the Agreement in the event that (i) rights and/or (faultless) materials under the Agreement are not available in whole or in part and/or (ii) the exhibition of PROGRAMME would or might (a) infringe upon rights of others, (b) violate any law, possible court order, government regulation or other ruling of any governmental agency or (c) subject DW to any liability.

In the event of a withdrawal those rights not vet exercised automatically terminate and the material delivered and produced by Licensee shall be returned. DW will at its absolute discretion either provide Licensee with an equivalent replacement (e.g. substitute programmes acceptable to Licensee, if available; postponement of the Term, if possible, by a period of time equal in length to that during which Licensee was impeded in the exploitation etc.), or appropriately reduce the License Fee, or cancel the Agreement with regard to the respective PROGRAMME in total with the consequence that the compensation which was already rendered shall be reimbursed in full respectively in the adequate amount in consideration of the rights already exercised.

B10. SEVERABILITY

If any provision of this License Agreement shall be prohibited or adjudged by a court to be unlawful, void or unforceable, such provision shall, to the extent required, be severed from this Agreement and rendered ineffective without invalidating the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this License Agreement.

B11. CONFIDENTIALITY

Both parties hereby agree to keep confidential the money-related and further commercial terms of this Agreement. Licensee shall not publish the Agreement in whole or in part. However, the parties shall be allowed to disclose the money-related and further commercial terms of this Agreement if such disclosure is required by law or otherwise (e.g. tax authorities, chartered accountants etc.).

B12. GOVERNING LAW / LEGISLATION

- 12.1 This Agreement shall be governed and construed under the laws of the Federal Republic of Germany and the courts of Bonn shall have jurisdiction accordingly.
- 12.2 Notwithstanding the foregoing, DW is also free to bring legal action against Licensee at Licensee's main place of business, in which event the License Agreement shall be deemed to be construed under the laws of such country.

B13. ENTIRE AGREEMENT

- 13.1 Any Schedule attached to this Agreement shall form an integral part of this Agreement.
- 13.2 In case of an antinomy between the terms of the Main Conditions and the Special Conditions with the General Conditions of this

Agreement, the General Conditions are subordinate.

- 13.3 This Agreement sets forth the entire understanding of the parties at the date hereof concerning the subject matter hereof and overrules any prior agreements between the parties for this PROGRAMME.
- 13.4 This Agreement can only be modified by an agreement in writing signed by each party.
- 13.5 No waiver, express or implied by either party of any term or condition or of any breach by the other party of any of the provisions of this Agreement shall operate as a waiver of any breach of the same or any other provision of this License Agreement.

- End of General Conditions -

C. Special Conditions:

Transport costs are borne by Licensee

Material to be delivered to: **CESKA TELEVIZE** TV Studio Ostrava

Dvorakova 18 728 20 Ostrava 1 **Czech Republic**

Contact

Deutsche Welle

Kurt-Schumacher-Str. 3 53113 Bonn, Germany

Distribution Europe

Technical Services

Licensee Česká televize

Acquisitions Executive Kavčí hory 140 70 Praha 4, Czech Republic

Bonn, _____ 2016

Prague, 14.10. 2016

Licensee

Bv: Title: Head of Distribution Europe

Signature:

Deutsche Welle



Bv: Title: Director, TV Studio Ostrava

Signature:

License Agreement

Please initial here:

ČESKÁ TELO

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Appendix 1 to the License Agreement No. No.1079774 between Deutsche Welle and Česká televize – TV Studio Ostrava

Prod No.	Program	Episode -No.	Episode Title