



**Česká televize**  
**Company ID number: 00027383**

and

**CINEFLIX INTERNATIONAL MEDIA LIMITED**  
**Company ID number: IE 6392664V**

**Programme Licence Agreement**

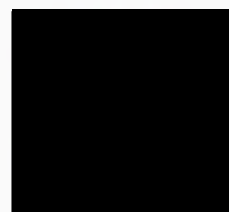
number CI4865

Subject matter of the agreement:  
Price or value:

Programme licence acquisition  
25,850.00 Euro

Date of execution:

~~12-03-2019~~



THIS AGREEMENT IS MADE THE 05 Feb 2019

BETWEEN

**(1) CINEFLIX INTERNATIONAL MEDIA LIMITED**

28 Denzille Lane  
Dublin 2  
Ireland  
VAT: IE 6392664V  
("Cineflix")

and

**(2) Ceska Televize**

Public Company established by Czech Television Act No. 483/1991 Coll. VAT No. CZ00027383,

Kavci Hory, Na Hřebenech II 1132/4  
Prague 4 14070  
Czech Republic

("Licensee")

**Reference:** CI4865

Whereby it is agreed as follows:

1. Cineflix hereby agrees to grant to the Licensee the right to broadcast the Programme on the Licensed Service for the Number of Broadcasts in the Territory in the Language during the applicable Licence Period by the means of the Rights and upon the terms and conditions set out below.
2. The Programme Attachment ("The Attachment") attached hereto as Schedule 'A' is hereby incorporated fully into this Agreement between the parties dated **19<sup>th</sup> May 2009 (Ref: CI0890)** and shall apply to all future agreements entered into between the parties (except as varied by the relevant Attachment to such future agreement).
3. In the event of any conflict between the Attachment and the Standard Terms the Attachment shall prevail.

**SCHEDULE 'A'**

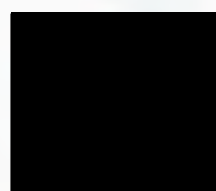
**THE ATTACHMENT:**

The Programme(s) ref:

Title	Slot Time	Episodes
[Redacted]		

Contact Details:

- a) Cineflix:
  - i) Materials: [Redacted]  
Cineflix  
[Redacted]
  - ii) Finance: [Redacted]  
28 Denzille Lane  
Dublin 2, Ireland  
[Redacted]
  - iii) Contracts: [Redacted]  
28 Denzille Lane  
Dublin 2, Ireland  
[Redacted]
- b) Licensee:
  - i) Materials: [Redacted]  
Email: [Redacted]  
Tel: [Redacted]
  - ii) Finance [Redacted]  
Email [Redacted]  
Tel: [Redacted]
  - iii) Contracts [Redacted]  
Email: [Redacted]  
Tel: [Redacted]



**1. Rights:**

Programme	Rights Exclusivity	Start Date / End Date	Granted Rights	Territory	Languages
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[Redacted Content]					
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2. **Number of Broadcasts:** [Redacted]

3. **Licensed Service:** [Redacted]  
**Catch-up Period** [Redacted]  
**period**

4. **Authorised Language:** [Redacted]

5. **License Fee : 25,850.00 Euros**  
**Material Fee : 0.00 Euros**

Series	Licence Fee	Materials Fee
[Redacted]	1,950.00	
[Redacted]	8,450.00	
[Redacted]	8,450.00	



7,000.00

**6. Payment Terms:**

**7. Payment Direction:**

Cineflix hereby irrevocably and unconditionally authorises and directs Licensee to pay the License Fee, and Licensee undertakes to pay the License Fee, in accordance with the Payment Terms provided herein, by wire transfer directly to the Bank in accordance with the instructions on the applicable invoice.

The payments hereabove are subject to applicable withholding tax deduction of 10%, and subject to receipt of a valid invoice, that will be e-mailed to [fakturny@ceskatelevize.cz](mailto:fakturny@ceskatelevize.cz). Licensee shall provide Cineflix with the relevant Tax Certificate as soon as is received.

Cineflix acknowledges that it is the beneficial owner of the Licence Fee and will send to the Licensee a valid confirmation of company domicile issued by the appropriate Tax Authority prior to due date of the payment.

**8. Delivery Date:** N/A

**9. Delivery Materials:** N/A

**10. Special Conditions:**

- a) Licensee shall have the right to subtitle dub or voice-over the Programme(s) in the Authorised Language
- b) Licensee shall provide Cineflix with copies of the subtitled dubbed or voice-overs of the Programme(s) upon request. The copyright in any new material created by Licensee shall vest in Licensee but Cineflix shall have the irrevocable right to use the version supplied by Licensee subject to payment [REDACTED]
- c) Licensee may edit, re-edit, cut, modify or change the Programme in circumstances where editing would be required in order to conform to local social, cultural and religious requirement.
- d) The Ancillary Materials (noted above) relating to the Programme(s) shall be delivered to the Licensee via Cineflix's website: <http://cineflixrightsmaterials.com>. For the purposes of this Agreement, "Delivery" in respect of the Programme(s) will be defined as the physical delivery to the Licensee of the Physical Material only. Therefore to take delivery of Ancillary Materials the Licensee should obtain login details from the materials contact (noted above) and visit the website for such access and delivery. If the Ancillary Materials are available on said website, such Ancillary Materials shall be deemed to have been delivered to and accepted by the Licensee, and Cineflix shall have no further obligations in respect of the Ancillary Materials. In the event that some or all of the Ancillary Materials are not available via the said website, then Cineflix shall deliver the Ancillary Materials by an alternative delivery method to be agreed between the parties.
- e) The Licensee shall have the non-exclusive right at its own expense to use short excerpts of the Programme not exceeding 3 minutes in order to advertise, publicize or promote broadcasting of the Programme and/or Licensee's broadcasting by any media subject to no further consideration.

Further the Licensee is authorized to include crawling messages during the broadcast of the Programme.

- f) Confidentiality. The Parties agree that information in this Agreement highlighted in yellow is considered to be confidential (for example due to its trade secret nature) and neither contracting Party shall be authorized to disclose to any third party such information without the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated, with the exception of information: (i) that the Licensee provides to third parties within a regular scope in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion; (ii) that a contracting Party provides or makes public based on a legal regulation; and (iii) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal and/or contractual duty of confidentiality. This Agreement shall be made public pursuant to legal provisions provided information highlighted in yellow shall be redacted.

**[SIGNATURE PAGE FOLLOWS]**

28 Denzille Lane  
Dublin 2  
Ireland

[Redacted]  
www.cineflixinternational.com



IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorised officers as of the date first written above.

Signed

[Redacted signature block]

Name:

Title:

For and on behalf of

**LICENSOR: CINEFLIX INTERNATIONAL MEDIA LIMITED**

[Redacted signature block]

Signed

Name Alena Blahošová \_\_\_\_\_

Title Head of Acquisitions \_\_\_\_\_

For and on behalf of

**LICENSEE: ČESKÁ TELEVIZE**

**12 -03- 2019**

[Redacted]