



Česká televize  
Company ID number: 00027383

and

Company: Rai Com S.p.A.,  
Company trade company Rome, n. 949207, VAT: IT 12865250158

**Programme Licence Agreement**

number 1079687/2387

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

Programme licence acquisition  
**2.500 EUR**  
2/2/2016



**CESKA TELEVIZE,**

Public Company established by the Czech Television Act No 483/1991 Coll., VAT No. CZ00027383, whose registered address is Kavci hory, 140 70 Praha 4, Czech Republic, represented by [REDACTED], head of program acquisition (hereinafter "Licensee")

of the one part

and

**Rai Com S.p.A.**, having its registered office in Rome, Via Umberto Novaro 18, 00195, VAT code no. IT 12865250158, registered at the Register of Companies with the n. 12865250158, R.E.A. RM - 949207, subject to the control of the parent company RAI – Radiotelevisione Italiana S.p.A. ("RAI"), capital of the company EUR 10.320.000, represented by Gian Paolo Tagliavia ( hereinafter "Licensor");

of the other part

hereby execute this

**PROGRAMME LICENCE AGREEMENT**  
(hereinafter "the Agreement")

1) "The Program" shall mean the program entitled [REDACTED]

2) "License Fee" shall be EUR 2.500 ( Two Thousand Five Hundred Euros) to be paid upon issue of the invoice by the Licensor, after the live transmission. The payment shall be due as follows:

Rai Com S.p.A.

Bank : Intesa Sanpaolo – Filiale Rai via Teulada – 00195 Roma

IBAN: IT64P0306903355071859400125

BIC/SWIFT: BCITITMM

The Licensor acknowledges to be the beneficial owner of the License Fee.

Timely payment is conditioned upon receipt of the valid confirmation of Italian residency of the Licensor issued by the appropriate Tax Authority of Italy unless such valid confirmation has already been provided to the Licensee during the applicable year.

Licensee shall execute the payment of License Fee within thirty (30) days from the date of Licensee's receipt of Licensor's invoice. Interests shall accrue starting from the day after the payment terms stated above.

The Licensor agrees that if applicable the Licensee may deduct the withholding tax under local laws and regulations in accordance to which the Licensee shall provide the Licensor with the relevant tax certificate as soon as is received.

It is hereby agreed that should the Licensor choose to deliver invoices by means of electronic mail, the Licensor shall be obliged to send PDF format invoices using his e-mail address to the e-mail address of the Licensee: [faktury@ceskatelevize.cz](mailto:faktury@ceskatelevize.cz). The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee

Should Licensor choose to deliver invoices by registered email, they shall be addressed to:

Ceska televize  
Kavci hory  
140 70 Praha 4, Czech Republic

3) **“Territory“** shall mean the territory of the [REDACTED].

4) **“Licensed Rights“** shall mean [REDACTED]  
[REDACTED], in the following meaning:

**FREE TELEVISION** means Free Television exploitation of a Program, including Terrestrial Free Television, Cable Free Television and Satellite Free Television exploitation of a Program. Free Television does not include any form of Pay-Per-View.

**TERRESTRIAL FREE TELEVISION** means over-the-air broadcast by Hertzian waves of a Program for reception on television receivers in private living places without a charge to a viewer for the privilege of viewing the Program including for the avoidance of doubt Catch-Up TV offered by the broadcaster to viewers, provided that for this purpose government television receiver assessment or taxes (but not a charge for Pay-Per-View or Pay Television) will not be deemed a charge to the viewer.

**CABLE FREE TELEVISION** means the originating transmission by coaxial or fibre-optic cable of a Program for reception on television receivers in private living places without a charge to the viewer for the privilege of viewing the Program, provided that for this purpose neither government television receiver assessments or taxes nor the regular periodic service charges (but not a charge for Pay-Per-View or Pay Television) paid by a subscriber to a cable television system will be deemed a charge to the viewer, including for the avoidance of doubt Catch-Up TV offered by the broadcaster to viewers.

**SATELLITE FREE TELEVISION** means the up-link broadcast to a satellite and its down-link broadcast to terrestrial satellite reception dishes of a Program for viewing on television receivers in private living places located in the immediate vicinity of their reception dishes without charge to the viewer for the privilege of viewing the Program, provided that for this purpose government satellite dish or television receiver assessment or taxes (but not a charge for Pay-Per-View or Pay Television) will not be deemed a charge to the viewer, including for the avoidance of doubt Catch-Up TV offered by the broadcaster to viewers.

**CATCH-UP TV** means: (i) with respect to Pay Per View or Pay Television Rights, making a digital copy of the Program available for streaming on a closed network operated by a telecaster duly authorized to exploit such rights, but only by authorized subscribers accessing the closed network; and (ii) with respect to Free Television Rights, making a digital copy of the Program available for streaming on a website operated by a telecaster duly authorized to exploit such rights but only by authorized subscribers of such website.

**SIMULCAST** means to broadcast a Program simultaneously from two or more locations or on two or more distribution channels.

5) "License Term" shall mean [REDACTED] and ending on expiration of the License Term, [REDACTED] or on completion of the number of Runs whichever is the sooner subject to earlier termination pursuant to this Agreement

6) "Number of Runs" [REDACTED]

7) "Authorized Language" shall mean [REDACTED] dubbed, voiced-over and/or subtitled and original language simulcast.

8) "Materials" shall mean:

1. the live transmission on 7.12.2016 via satellite, the signal to be provided for no additional costs (the final encoding details shall be provided by Licensor before the event);

2. Libretto;

3. Music Cue Sheet;

4. Publicity Materials

Materials under 2,3 and 4 shall be delivered to Licensee upon execution of the present Agreement, free of charge, at Licensee's expenses.

9) "Special conditions"

9.1 The Licensee shall have the non-exclusive right at its own expense to use short excerpts of the Program not exceeding 3 minutes in order to advertise, publicize or promote broadcasting of the Program by any media subject to no further consideration.

9.2 The Licensee shall be authorized to include sponsorship messages before or after the Program in conformity with the laws of the Territory.

10) "Warranties"

10.1 The Licensor hereby declares and warrants that it has the right to license the Program on the terms provided in this Agreement and that it has not entered into and shall not enter into any arrangement or understanding or do any act which might in any way restrict or impair the free and unrestricted exercise of them by the Licensee or which conflicts with Licensor's obligations under this Agreement.

10.2 The Licensor further declares and warrants that all necessary rights, titles and interests with all contributors in the Program (including but not limited to the performers, the orchestra, the choir, the conductor, the stage director, the choreographer, etc.), in and to all parts of the Program (including all music compositions and scores), for use in all formats and by the Licensee in the Territory as contemplated in this Agreement for the purpose of exploiting the Licensed Rights have been fully cleared other than for all the amounts due to collecting societies; the clearance of such rights shall also include the payment of the hiring fees for the scores of the music pieces to be performed. The Licensee shall not be required to make any additional payment of any nature to the Licensor or to any third party whatsoever for or in connection with the exploitation of the rights granted under this Agreement.

10.3 Licensee agrees to comply with all applicable laws, regulations, rules or other requirements relating to the Licensee's exercise of any of the rights granted under this Agreement, and to obtain all permits, approvals, rights or clearances which are necessary in the Territory at Licensee's sole cost and expense. The Parties agree that Licensee shall also pay all the amounts due to the collecting societies, according to the law of the Territory.

10.4 Licensee shall not alter and/or modify in any manner the Program and/or Rai Com, RAI and or third party's trademarks and logos (if any).

10.5 Licensee shall indemnify and hold harmless Licensor and its assignees from and against any and all damages loss or expenses, including reasonable outside counsel fees (but not including "lost profits" or "consequential damages"), arising out of a breach or claim of breach on the part of Licensee of any of its obligations, warranties or representations hereunder. Licensor shall promptly notify Licensee of any matter which could give rise to such indemnification.

## **11) FORCE MAJEURE**

If the Licensor is unable to deliver the Materials, due to any cause independent of the will of Licensor, including military conflicts and acts of God ("Force Majeure"), then the Licensor shall notify the Licensee in writing and the Licensor and the Licensee shall determine as whether to consider this Agreement terminated. Neither Licensor nor Licensee is in breach of any term or condition hereof and shall not be liable or responsible to the other to the extent its performance is materially delayed or hindered by reason of, government, war or other disturbances, acts (whether misfeasance or nonfeasance and whether or not negligent) of any carrier, transportation facility or laboratory, weather or any other cause, whether or not similar, not within its reasonable control or which it could not by reasonable diligence have avoided ("Force Majeure"). Should any Force Majeure delay or hinder performance by either Licensor or Licensee for a period in excess of six (6) months, then the other party may terminate this Agreement on ten (10) days' notice. In the event of termination due to Force Majeure, the Licensor shall return to the Licensee any advance payment made and this reimbursement shall fully hold the Licensor harmless from any request or claims by the Licensee.

## **12) Termination**

Save as set out in art. 11, in the event a Party (the "Defaulting Party") fails to materially perform any of its obligations and warranties hereunder, the other Party may give the Defaulting Party written notice of any claimed default giving the Defaulting Party a curing period of at least fifteen (15) days as from the date of the notice to remedy the relevant default. If the Defaulting Party fails to remedy the default within the aforesaid period, then and in addition to all rights or remedies to which the Parties may be entitled, the other Party may terminate this Agreement upon written notice with retrospective effect to the date of default and without prejudice to any accrued obligations and any claim in damages.

Licensor may terminate this Agreement with immediate effect by registered mail notice in any of the following circumstances:

- Licensee is subject to any kind of insolvency procedures bankruptcy or similar procedures; and/or
- Licensee is subject to withdrawal of relevant Government permission, consent or authorization to exercise the rights or fulfil the obligations under this Agreement.

In case of termination due to Licensee being the defaulting party the unpaid balance of License Fee shall immediately become due and payable and Licensor shall be entitled to retain as partial substantial damages all moneys therefore paid by Licensee hereunder.

Upon termination of this Agreement as aforesaid all Licensed Rights hereunder shall immediately revert to Licensor.

The remedies set out in this article are in addition to and not in substitution of all other remedies provided by law.

### 13) Notice

Any notice and commercial communication between the Parties relating to this Agreement shall be made to the following addresses, unless the Parties provide in writing a different address afterwards:

If to Licensor:

Rai Com S.p.A., Via Umberto Novaro 18, 00195 Rome, Italy

Attention: [REDACTED]

Ph.: [REDACTED]

Email: [REDACTED]

If to Licensee: Ceska televize, Kavci hory, 140 70 Praha 4, Czech Republic

Attention [REDACTED]

Ph.: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

The written communications between the Parties may be done by fax, e-mail, ordinary mail, registered mail and/or international courier, unless otherwise and specifically provided under this Agreement.

### 14) Assignment

The Parties shall not assign the present Agreement to any third party without prior written authorization from the other Party. Licensor may freely assign this Agreement or any interest herein within the RAI's Group, without the need for any authorization by Licensee thereto.

### 15) Sublicensing

Licensee shall not be entitled to license any Licensed Rights hereunder to any third party without prior written authorization from Licensor. Any attempted or purported sub-licensing by Licensee contrary to the provisions of this Agreement shall be null and void and without force or effect. Nevertheless Licensee and its sub-licensee remain jointly and severally liable for the performance of all of their obligations pursuant to this Agreement. In particular, Licensee shall remain at all times directly responsible for the performance of all of its obligations pursuant to this Agreement and, without limitation to the foregoing, any breach by any sub-licensee of the terms of any such sub-license which would, were it an act of the Licensee, constitute a breach of this Agreement shall be deemed a breach of this Agreement by the Licensee and the Agreement shall be deemed terminated at the prejudice of Licensee.

### 16) "Governing law and jurisdiction"

16.1 This Agreement shall be interpreted in accordance with the laws of Italy.

16.2 In relation to any legal action or proceedings arising out of or in connection with this Agreement ('Proceedings'), each of the parties irrevocably submits to the exclusive jurisdiction of the Rome courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.

Further, if Licensor is the plaintiff, it may commence proceedings before courts of country's defendant.

### 17) Privacy

The Parties agree that the content of this Agreement, as well as any information that may have come to either Party's attention during the process of negotiation preceding the execution of this Agreement and/or its fulfillment, is considered to be confidential 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,

for two additional years, 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 and/or in relation to its own promotion (with the exception of information marked by the Licensor 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. Provided that the Licensee does not make the Agreement public within this time period, either Party shall be authorized to make the Agreement public pursuant to the Act on Registration of Agreements. In the event of a breach of any obligation stipulated by this confidentiality clause, the entitled contracting Party shall be authorized to claim a contractual penalty in the amount of EUR 2000 without prejudice to the right for compensation of damage in full.

**18) Effectiveness of the Rai Group Code of Ethics and Rai Com Organizational Model and consequences of their violation.**

Licensee represents that it has taken cognizance and continues to take cognizance of the general ethical principals of honesty and observance of the law, pluralism, professionalism, impartiality, fairness, confidentiality, transparency, integrity and good faith, as well as of the content of the Rai Code of Ethics (hereinafter referred to as "Code of Ethics") and of the Rai Com Organizational, Management and Control Model (hereinafter referred to as the "Model") adopted pursuant to Legislative Decree no. 231/2001, having read it fully and completely, in its entirety and in its individual parts — in paper format as well as on the website: <http://www.rai-com.com/en/regulation.php> Licensee represents and warrants that the subject matter covered in this Agreement shall likewise be fulfilled in compliance with the provisions set forth in the Code of Ethics and the Model, as well as in compliance with all applicable anticorruption legislation (as is also referenced in the Model) and, therefore, undertakes to make whosoever participates in any capacity in the fulfillment of the activities that are the subject matter of this Agreement aware of the contents of the Code of Ethics and the Model, as well as all applicable legislation (including anticorruption legislation). Specifically, and without limiting the generality of the foregoing, Licensee warrants that its employees and/or contractors and/or partners and/or administrators and/or legal representatives and/or whosoever participates, in any capacity, in the fulfillment of the subject matter of this Agreement and/or has a part in its organization shall not engage in conduct which, by act and/or omission, results in the violation, even if only indirectly, of the principles, provisions or rules of the Code of Ethics, the Model and/or any applicable legislation (with particular reference, but not limited to, anticorruption legislation) or which is injurious to the image of the RAI Group or, in any event, the moral and material values with which the RAI Group identifies itself and by which it abides during the execution of its activities, including in its relationships with third parties.

Effective compliance with representations and warranties contained herein, as well as all forms of prevention of the criticalities and risks highlighted in the Model, are understood to be a fundamental part of the obligations assumed by Licensee for the purposes of this Agreement, both in the interests of Rai Com and pursuant to and in accordance with Art. 1456 of the Civil Code.

The violation of even a single one of the representations and/or warranties set forth above shall constitute a severe breach of contract with all attendant legal consequences, including with regard to

Rai Com's option to terminate this Agreement, without prejudice to the right to claim compensation for damages or any other right and/or action required by law and/or by this Agreement.

Without prejudice to the foregoing, in the event that this Agreement should be terminated, Licensee will be required to forfeit to Rai Com a penalty including, but not limited to [REDACTED] of the total consideration agreed upon.

In the event that this Agreement is not terminated, Licensee will nonetheless be required to pay a penalty including, but not limited, to [REDACTED] of the total consideration agreed upon, for each individual breach. Let it henceforth be understood that the penalties to be borne by Licensee in the event of breach, without prejudice to said Party's obligation to remit to Rai Com the amount owed, shall also be enforced with an upfront deduction from the first payment due or through enforcement of the warranties set forth in the Agreement.

Licensee represents that it is not aware of any circumstances in its relationship with Rai Com, in particular during the stages of negotiation and conclusion of this Agreement, that are relevant pursuant to Legislative Decree no. 231/2001 (on the administrative liability for crimes committed by corporate entities) and undertakes, in accordance with its own responsibilities, to monitor the execution of this Agreement so as to forestall the perpetration of crimes under the aforesaid Legislative Decree no. 231/2001 and, in the event of such a crime being committed, to take all suitable action in compliance with the law and with its own internal organizational instruments.

#### **19) Anticorruption**

With specific reference to the Anticorruption legislation, Licensee expressly undertakes not to perform any direct and/or indirect transfers of sums which could constitute a violation, even if only indirectly, of anticorruption legislation, without prejudice to the warranties and indemnities granted under this Agreement.

Licensee acknowledges that —without prejudice to any other right and/or action provided for by law and/or by this Agreement — compliance with the representations and warranties provided herein is also, in the view of Rai Com, essential. Consequently, Rai Com has the power to terminate the Agreement and, in any case, to apply a penalty of [REDACTED] penalty which Rai Com shall be able to compensate to itself with any amount it owes to Licensee (if any) in accordance with this Agreement and/or other contractual relationships that exist between the Parties

#### **20) Miscellaneous**

20.1 Any amendment or variation hereto must be in writing and signed by the duly authorized representatives of both parties hereto.

20.2 This Agreement is intended to be a complete and entire statement of the Parties hereto with regard to the matters contained herein and shall supersede any prior arrangement or agreement of the Parties (oral or written) with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

20.3 This Agreement is not intended to create any relationship of partner, joint-venture, co-publisher or any relationship other than that of Licensor and Licensee. Neither party shall pledge the credit of the other party hereto.

20.4 Parties hereby expressly acknowledge that the content of this Agreement is the result of their free negotiation will, deriving from an articulated negotiation and discussion on each provision, so as to expressly exclude the application of articles 1341 e 1342 of the Italian Civil Code.

This Agreement comes into force by having been signed 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 the Licensor will receive one counterpart.

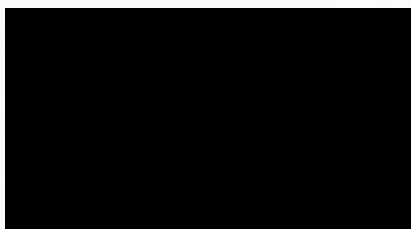


20.5 Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of potential publishing of this Agreement in the Czech Registry of Agreements.

Prague on ... 26-10-2016

CESKA TELEVIZE

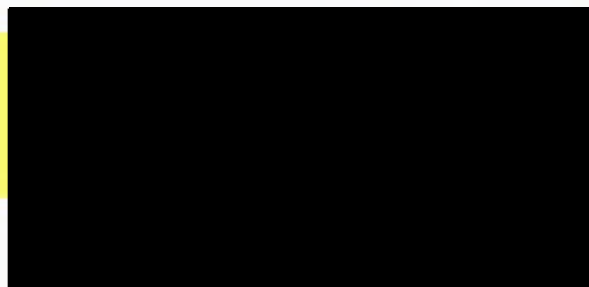
  
Head of Program Acquisitions



Rome on 02-12-2016

Rai Com S.p.A.

Gian Paolo Tagliavia  
Chief Of Board



PROT/RAI/COM/P/12842

