

Česká televize  
Company ID number: 00027383

and

STUDIOCANAL TV GmbH  
Company ID number: HRB 126 733

**Programme Licence Agreement**

Number:

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

Programme licence acquisition  
52.164 EUR

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**17 -04- 2019**



**PROGRAM LICENSE AGREEMENT**

This program license agreement is entered into as of February 28, 2019 ("Effective Date") by and between Licensor and Licensee ("Parties") as set out below ("Agreement"). Subject to timely payment of the License Fee, Licensor licenses to Licensee, and Licensee accepts from Licensor, the Licensed Rights in the Program(s) throughout the Territory for the License Period in the Licensed Language(s) on the Licensed Channel(s) or Service(s) (as applicable) on the terms and conditions of this Agreement. All capitalized terms shall have the meaning as defined herein.

<p><b>1. LICENSOR:</b></p>	<p><b>STUDIOCANAL TV GmbH</b>                  Sonnenstraße 14                  80331 Munich                  Germany</p> <p>Local registration number: HRB 126 733                  VAT registration number: DE 202397654</p> <p>[REDACTED]</p> <p><b>Sales Contact:</b>                  [REDACTED]</p> <p><b>Delivery Contact:</b> [REDACTED]</p> <p><b>Legal Contact:</b> [REDACTED]  <b>Accounting Contact:</b> [REDACTED]  <b>Marketing Contact:</b> [REDACTED]</p>
<p><b>2. LICENSEE:</b></p>	<p><b>Česká Televize</b>                  Kavčí hory, Na Hřebenech II 1132/4                  140 70 Praha 4                  Czech Republic</p> <p>Local registration number: 00027383                  VAT for European companies: CZ00027383</p> <p><b>Sales Contact</b>                  [REDACTED]</p> <p><b>E-Mail:</b> [REDACTED]  <b>Delivery Contact:</b> [REDACTED]  <b>Legal Contact:</b> [REDACTED]  <b>Accounting Contact:</b> <a href="mailto:Faktery@ceskatelevize.cz">Faktery@ceskatelevize.cz</a></p>
<p><b>3. PROGRAM(S):</b></p>	<p>Number of Episodes: [REDACTED]                  Length of Episodes: [REDACTED]</p> <p>[REDACTED]</p> <p>Number of Episodes: [REDACTED]                  Length of Episodes: [REDACTED]</p>
<p><b>4. TERRITORY:</b></p>	<p>Czech Republic</p>
<p><b>5. LICENSED LANGUAGE(S):</b></p>	<p>Licensee shall have the right to make the Program available in the Territory during the License Period in the Original version (in the Polish language) and in the Czech language on a dubbed and/or subtitled basis (the "Licensed Language Version") (together the "Licensed Languages").</p>
<p><b>6. LICENSED RIGHTS:</b></p>	<p>[REDACTED]</p>

	<p>All rights in relation to the Licensed Program not expressly granted to the Licensee under this Agreement are reserved to the Licensor ("Reserved Rights") and it is acknowledged that the Licensor shall be free to exploit such rights in any manner in its sole discretion. For the avoidance of doubt, any Non-Theatrical Rights shall be excluded from this Agreement and shall remain with Licensor.</p>
<p><b>7. LICENSED CHANNEL OR SERVICE:</b></p>	<p>Licensee shall be authorized to exploit the Licensed Rights via the linear channels currently known as [REDACTED] (hereafter "Licensed Channels").</p>
<p><b>8. LICENSE PERIOD:</b></p>	<p>Licensee shall be entitled to exploit the Licensed Rights for a period of [REDACTED] subject to the Start Date and End Date defined herein (hereafter "License Period").</p>
<p><b>9. START DATE AND END DATE:</b></p>	<p>The License Period of each Program shall commence on [REDACTED] or after the completion of the last exhibition granted herein ("End Date").</p>
<p><b>10. NUMBER OF EXHIBITIONS:</b></p>	<p>[REDACTED] Exhibitions during the License Period. An Exhibition is defined as [REDACTED]</p>
<p><b>11. NOTICES:</b></p>	<p>[REDACTED]</p>
<p><b>12. LICENSE FEE:</b></p>	<p><u>Per Episode License Fee:</u> [REDACTED] <b>Total License Fee: € 50,400 (fifty thousand and four hundred Euros)</b></p> <p>The License Fee is a minimum net sum and no taxes (except the applicable withholding tax if reduction/exemption is possible pursuant to applicable tax treaty), nor charges may be deducted from it.</p> <p>The Licensor acknowledges to be the beneficial owner of the License Fee.</p>
<p><b>13. DELIVERY MATERIALS AND MATERIAL FEE:</b></p>	<p>The Program will be delivered to Licensee in the Original language. Licensor will provide Licensee with access to materials in respect of the Program in the following format ("Delivery Materials"): XDCAM HD422 MXF to be sent via Aspera.</p> <p><u>Per Episode Material Fee:</u> [REDACTED] <b>Total Material Fee: € 1,764 (one thousand seven hundred and sixty-four Euros)</b></p> <p>The Material Fee shall be at Licensee's sole charge.</p>
<p><b>14. PAYMENT TERMS:</b></p>	<p>Payment of the License Fee and the Material Fee in respect of the Program shall be as follows:</p> <p>[REDACTED]</p> <p>Payment Instructions: All amounts will be paid by Licensor via wire transfer as per invoice. All payments shall be made within 30 (thirty) business days of receipt of the respective invoice.</p>
<p><b>15. DUBBED/ SUBTITLED VERSION:</b></p>	<p>The Licensed Language Version (including dubbing and/or subtitling in the Licensed Languages) shall be created by Licensee at its expense. Should Licensor request a copy of any files or tapes created by Licensee hereunder, Licensee shall deliver or provide Licensor with unrestricted access such files or tapes and the right to use them</p>

	<p>on a worldwide basis and in perpetuity, upon payment [REDACTED] provided that Licensor shall pay actual costs of duplication and shipping such files or tapes, if any.</p>
<p><b>16. TECHNICAL ACCEPTANCE OF DELIVERY MATERIALS:</b></p>	<p>The Licensee shall examine the Delivery Materials upon receipt and shall notify the Licensor in writing as soon as reasonably practicable, but in any event within 30 (thirty) calendar days from receipt of the Delivery Materials, of any defect that prevents use of the Delivery Materials (or any part thereof). If Licensee provides such a notice, Licensor shall remedy the deficiencies within 15 (fifteen) working days starting from Licensee's request ("1st Cure Period"). If Licensor replaces any such non-conforming Delivery Materials with Delivery Materials that are also then found to be defective or non-conforming and/or does not deliver any replacement Delivery Materials within the 1st Cure Period, then Licensor shall remedy such deficiencies within another 15 (fifteen) working days starting from Licensee's request ("2nd Cure Period"). If Licensee does not notify Licensor of any defect in the Delivery Materials within 30 (thirty) calendar days from receipt of the Delivery Materials, acceptance of the Delivery Materials shall be deemed to have taken place ("Technical Acceptance").</p>
<p><b>17. EDITING RIGHTS:</b></p>	<p>Subject to the moral rights of the author of the Program and to any restrictions notified to Licensee by Licensor in writing, Licensee may edit the Program for the purpose of dubbing and subtitling in the Licensed Language Version, formatting, to insert commercial announcements (and provided such announcements are made during natural breaks in the Program), to conform to time segment requirements, to comply with all applicable laws and regulations in the Territory and with local or national broadcast standards and practices, to meet scheduling and timing requirements and to create promotional materials. In exercising these rights, Licensee may not alter or delete any credit, logo, copyright notice or trademark notice appearing in the Program nor include any material in the Program other than the credit or logo of Licensee or a legally required notice. Editing of the Program in any manner other than as described hereof and substituting a new title for the Program shall be subject to the prior written approval of Licensor.</p>
<p><b>18. ADVERTISING AND PROMOTION:</b></p>	<p>Subject to any restrictions notified to Licensee by Licensor in writing, Licensor hereby grants to Licensee the non-exclusive right and license to: (a) advertise, publicize, and promote the exhibition of the Program all media in the Territory; and (b) include in all such advertising, promotions or publicity for the Program the name of the Program, excerpts/clips of up to 3 (three) minutes in length and 5 (five) minutes in the aggregate from the Program, and use the name and approved biography, recorded voice and/or likeness of any person appearing in and/or associated with the Program for the purposes of advertising, exploiting and publicizing the Program, but not as an endorsement for Licensee's brands or any other product or service. Licensor shall provide to Licensee, to the extent such materials are available to Licensor at no additional cost, slides, images and other promotional materials for the Programs, all duplicating, shipping and other costs incurred in obtaining and utilizing such materials to be paid by Licensee. In exercising these rights, Licensee shall not change the title of the Program without Licensor's prior written consent. For the avoidance of doubt, Licensee shall have the right, but not the obligation, to advertise and promote the Program. Licensee will comply at all times with all required screen credits, paid advertising, publicity and promotional requirements, name and likeness restrictions and other 3rd party obligations, as supplied by notice from Licensor prior to or contemporary with Materials, as well as with all guild and union requirements. Notwithstanding the foregoing the Licensee is authorized to include crawling messages during the broadcast of the Program announcing broadcast of upcoming programs.</p>
<p><b>19. DEFINITIONS:</b></p>	<p><b>"Free Television"</b> or <b>"Free TV"</b> shall mean the right to make the Program available on a linear scheduled basis on the Licensed Channel by means of over the air signals, cable or satellite or any other electronic or non-tangible means which is free and/or ad-supported, and/or which is publicly funded. Free TV excludes Catch Up Rights.</p> <p><b>"Catch Up Rights"</b> shall mean the right to exploit the Program by making it available at no additional charge for the user for a limited time following a scheduled linear broadcast of the Program by means of streaming on the Licensed Service (provided that access to such Service is geo-blocked to restrict access to users in the Territory) and in accordance with the following regulations ("Catch Up Usage Rules"):</p>

	<ul style="list-style-type: none"> <li>• each episode may be available only until 14 (fourteen) days after the initial broadcast of such episode on the Licensed Channel (excluding re-runs);</li> <li>• no more than the number of episodes equal to fifty-percent (50%) of the total number of the most recently aired in-season episodes are made available at any given time, provided that such set of 50% of the total number of episodes (in the aggregate) must have been telecast on the licensed linear channel within the prior 14 (fourteen) days;</li> <li>• such rights are exploited solely via websites and apps that are wholly owned, directly operated, controlled by, solely branded and programmed by Licensee; and</li> <li>• each episode permitted above shall be commercially interrupted (and each such episode shall include no less than the number of commercial interruptions as the linear broadcast with fast forward disabled);</li> <li>• the version exploited on the catch-up Licensed Service shall be identical to the version on the linear Licensed Channel.</li> </ul> <p><b>“Non-Theatrical Rights”</b> shall mean the right to deliver and/or exhibit the Program to audiences at the physical facilities (i) of airplanes, trains, ships and other forms of common carrier transportation, (ii) of schools, colleges and other educational institutions, government agencies, libraries, religious and civic groups, clubs and services organizations, (iii) of non-public areas of hotels, motels and other lodging, and (iv) shut-in institutions, prisons, hospitals, nursing homes, retirement centers, offshore drilling rigs, logging camps and construction camps, and for which exhibition an admission fee may be charged.</p>
<p><b>20. INTERNET TRANSMISSION:</b></p>	<p>Licensee shall not exploit or authorize the exploitation via the Internet of the rights granted herein unless and until (i) the viewing of the Program is in an encrypted linear form without alteration of the original continuity of, or sequence of images comprising the Program; (ii) access to the Program is verifiably confined to recipients located solely in the Territory, and Licensee is able to differentiate for access to such transmissions of the Program viewers within the Territory (with an IP address located within the Territory, or any identification data which identifies the location of the viewer to be within the Territory), from viewers outside the Territory, and to grant access to the Licensed Rights as authorized under this Agreement; and (iii) anti-piracy technology (including DRM) generally recognized in the entertainment industry is available and employed, which restricts access to the Program on a geographic basis within the Territory and which is adequate to prevent the unauthorized download, dissemination, reproduction, copying, retransmission and alteration or other similar acts of piracy of the Program by the recipient.</p> <p>Licensor acknowledges and agrees that Licensee’s exhibition of the Program by means of encrypted satellite transmission or through the Internet may be inadvertently received outside of the Territory licensed pursuant to this Agreement (such reception shall be referred to herein as “Spillover”), and that the inadvertent and temporary occurrence of such Spillover shall not be considered a breach of the Agreement by Licensee provided that (i) the transmission of the Program by satellite is securely encrypted so that reception outside the Territory other than by means of an authorized decoding card or equivalent equipment is precluded and technology safeguards and effective state-of-the-art industry standard digital rights management (“DRM”) to prevent unauthorized exhibition, copying or retransmission of the Program are in place, (ii) such Spillover is the result of (a) unanticipated and inadvertent failure of the appropriate and required security measures or (b) the ability of a limited number of technologically advanced individuals (i-e “hackers”) to circumvent the applicable security, copy protection and geo-filtering technologies used and (iii) in each case, Licensee shall make its best efforts once such Spillover and circumvention are discovered to cease or prevent such circumvention from resulting in further access by or exhibition to any unauthorized viewers. In any case, Licensee shall not seek viewers for the Program outside the Territory nor permit the Program to be available to viewers outside the Territory. Licensee shall neither collect nor attempt to collect any fees, royalties or other payments in connection with such Spillover, nor shall Licensee advertise or promote its exhibition of the Program outside of the Territory.</p> <p>Likewise, Licensor does not grant exclusivity protection against any temporary or inadvertent Spillover in the Territory of a broadcast or simultaneous retransmission of the Program originating outside the Territory, whether terrestrial, cable or satellite. Licensee acknowledges and agrees that any such Spillover shall not be considered a breach of the Agreement by Licensor.</p>



<p><b>21. ASSIGNMENT:</b></p>	<p>Licensee may not assign or transfer this Agreement in whole or in part without the prior written consent of Licensor. If Licensor does consent to any such assignment or transfer, then this Agreement will be binding on such authorized assignee or transferee but will not release Licensee of any of its obligations under this Agreement. Notwithstanding the foregoing, Licensee may assign this Agreement, and its rights and obligations hereunder to its successor, and/or to any business entity which Licensee directly or indirectly controls, is controlled by, or is under common control with, where "control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity or otherwise possesses the power to direct the affairs of the entity.</p> <p>Licensor may assign, transfer or sublicense any of its rights under this Agreement, but no such assignment, transfer or sublicense will relieve Licensor of its obligations under this Agreement, unless it is to a company which acquires all or substantially all of Licensor's assets.</p>
<p><b>22. WARRANTIES AND REPRESENTATIONS:</b></p>	<p>Licensor represents and warrants that:</p> <ul style="list-style-type: none"> <li>a) Licensor has the full right, power and authority to enter into and to perform this Agreement.</li> <li>b) Licensor has not entered into any agreement of any kind which may interfere with the performance of this Agreement.</li> <li>c) Notwithstanding the foregoing, the Licensed Rights do not cover the permission of copyright collecting societies, if such permission must be obtained for the exploitation of the Program under this Agreement in the Territory. It is Licensee's sole responsibility to negotiate with the collecting societies and to pay any and all royalties due to them (including but not limited to mechanical royalties and performing royalties). The same refers to any rights in the trailer music contained in trailers to the Program.</li> </ul> <p>Licensee represents and warrants that:</p> <ul style="list-style-type: none"> <li>a) Licensee has the full right, power and authority to enter into and to perform this Agreement.</li> <li>b) Licensee has not entered into any agreement of any kind which may interfere with the performance of this Agreement.</li> <li>c) Licensee will honor all restrictions on the exercise of the Licensed Rights or any other rights granted in this Agreement as such restrictions may be duly given to Licensee by Licensor in conformity with this Agreement. Licensee will not exploit any Reserved Rights in the Program or any other rights not specifically licensed to Licensee in this Agreement, nor will Licensee exploit the Program outside the Territory or after the end of the License Period.</li> <li>d) Licensee will comply at all times with all required screen credits, paid advertising, publicity and promotional requirements, name and likeness restrictions, guild and union requirements and other 3rd party obligations, as supplied by notice from Licensor prior to or contemporary with Delivery Materials.</li> </ul>
<p><b>23. INDEMNIFICATION:</b></p>	<p>Each party to the Agreement shall hold harmless and indemnify the other party against any type of damages, claims, losses, cost, expenses, including reasonable external legal fees, but excluding lost profits, which a party may incur as a result of any claim, action or proceeding arising out of or resulting from the failure to honor obligations, warranties or representations stipulated in this Agreement.</p>
<p><b>24. TERMINATION:</b></p>	<p>Either party shall have the right to terminate this Agreement, in respect of one or all of the Programs, in the event that the other commits a material breach or default of a material provision of this Agreement in respect of such Program and fails to remedy such breach (if capable of remedy) within 30 (thirty) calendar days of receiving written notice to do so. Notwithstanding the foregoing, the section "Technical Acceptance of Delivery Materials" above shall be applicable for any failure to deliver in compliance with this Agreement. The License Period of such Program shall terminate automatically upon termination of this Agreement in respect of such Program pursuant to this clause.</p> <p>In addition, either party shall have the right to terminate this Agreement upon the giving of written notice to the other, without prejudice to any other rights or remedies of that party under this Agreement or under any statute or common law if the other party suspends payment to its creditors or generally is unable to pay its debts as and when they fall due or suffers the making of an administration order or has a receiver</p>

	<p>In addition, either party shall have the right to terminate this Agreement upon the giving of written notice to the other, without prejudice to any other rights or remedies of that party under this Agreement or under any statute or common law if the other party suspends payment to its creditors or generally is unable to pay its debts as and when they fall due or suffers the making of an administration order or has a receiver (including an administrative receiver) or manager appointed of the whole or any part of its assets or if any order is made or a resolution passed for its winding up (except for the purpose of amalgamation or reconstruction) or if it enters into any composition or arrangement with its creditors or calls a meeting of its creditors with intent to enter into such an arrangement or composition or if it ceases to carry on business or the other party suffers the occurrence of any similar event under the law of the Territory or a country in which the other party is incorporated and/or resident.</p>
<p><b>25. CONFIDENTIALITY:</b></p>	<p>The Parties agree that information in this Agreement highlighted in yellow is considered to be confidential (e.g. as a business secret) and neither contracting Party shall disclose such information to any third party 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 accessible to general public pursuant to Czech law provided that information highlighted in yellow was redacted.</p>
<p><b>26. FINAL CLAUSES:</b></p>	<p>In the event that individual provisions of this Agreement are invalid or become invalid, the remaining provisions of this Agreement shall remain unaffected. In that event, the invalid provision shall be substituted by a provision that most closely reflects the pursued economic purpose of the invalid provision. The same shall apply in the event that the Agreement turns out to be incomplete. Changes and amendments to this Agreement must be made in writing. The same applies to the abrogation of the written form requirement. This Agreement expresses the entire understanding of the parties. Oral agreements, if any, become invalid with execution of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and each of which, when taken together, shall constitute one and the same instrument. Executed signature pages of this Agreement sent by facsimile or transmitted electronically by a format including, but not limited to, PDF, TIFF or JPG shall have the same force and effect as original documents.</p> <p>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.</p> <p>This Agreement and any dispute arising in connection therewith shall be governed by and construed in accordance with the laws of Germany and the parties submit to the exclusive jurisdiction of the Courts of Munich in Germany.</p>

The Parties have entered into this Agreement on the day, month and year first above written.

**LICENSOR**

[Redacted Signature]

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**LICENSEE**

[Redacted Signature]

Signature: \_\_\_\_\_

Name: Petr Dvořák

Title: General Director