



**Česká televize**  
Company VAT number: CZ00027383

and

**TF1 DROITS AUDIOVISUELS**  
Company VAT number: FR50381879733

## **Television Licence Agreement**

number 1095169/2381

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

Programme licence acquisition  
**40.500 EUR**  
4/5/2019

**SPECIFIC TERMS TO THE TELEVISION LICENSE AGREEMENT**

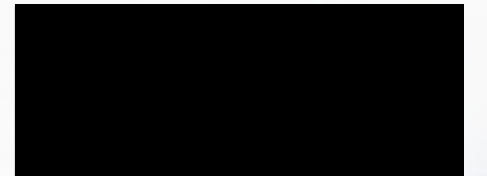
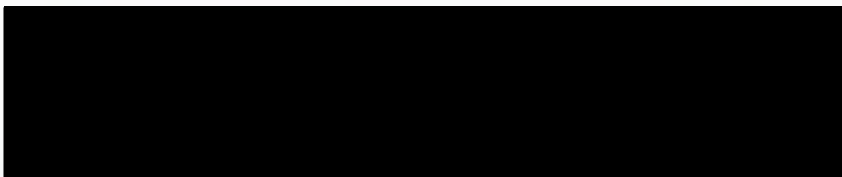
**BY AND BETWEEN TF1 DROITS AUDIOVISUELS (as successor to TF1 INTERNATIONAL), a company with a share capital of 15 000 000€, registered under R.C.S Nanterre 381 879 733, VAT # FR50381879733, registered Head Office at 1 Quai Point du Jour, 92100, Boulogne-Billancourt, FRANCE, represented by its [REDACTED] its EVP International Distribution, (hereinafter referred to as "LICENSOR") AND CESKA TELEVIZE, Public Company established by the Czech Television Act no. 483/1991 Coll., having its registered office at Kavci hory, Na Hrebenech II 1132/4, 140 70 Praha 4, Czech Republic, VAT CZ00027383, represented by its General Director, Mr. Petr Dvorak (hereinafter referred to as "LICENSEE") (hereinafter referred to as the "SPECIFIC TERMS").**

The "Agreement" means the Television License Agreement, which consists of the Specific Terms and the Standard Terms and Conditions.

Reference is hereby made to the Standard Terms and Conditions dated as of March 29<sup>th</sup> 2019 between Licensor and Licensee, which are fully applicable and incorporated herein to duly complete and to be completed by the Specific Terms. In the event of any conflict between these Specific Terms and the Standard Terms and Conditions of this Agreement, the Specific Terms shall always prevail.

Subject to the payment in full of the License Fee specified herein, Licensor hereby grants to Licensee with respect to the audio-visual work(s) (herein referred to as the "Program"), designated under the Specific Terms, the License as defined in and in the manner specified in both the Specific Terms and Standard Terms and Conditions and for no other uses or purposes.

The "Program"						License Period		Nb of	The Total Amount
Title(s)	Year of prod	Director	Duration (approx.)	Type	Original version	Start date	End date	Runs (*)	License Fee
[REDACTED]									
								Total license	40 500 €



**Licensed Rights :** [REDACTED]

**Territory:** [REDACTED]

**Authorized language:** [REDACTED]  
[REDACTED]

**Payment :** Providing receipt of the corresponding invoice(s) from Licensor, the License shall be payable by Licensee to Licensor with no deduction whatsoever as follows: [REDACTED] and provided signature of this agreement.

Timely payment is conditioned upon receipt of the valid confirmation of French residency of the Licensor issued by the appropriate Tax Authority of France unless such valid confirmation has already been provided to the Licensee during the applicable year. Licensor acknowledges to be the beneficial owner of the License Fee. The License Fee does not include the expenses of delivery such as technical fees, freight, customs, duties, insurance shall be incumbent on the Licensee.

**Delivery Materials :**

It is agreed that the Licensee is in possession of the material for the following titles : [REDACTED]

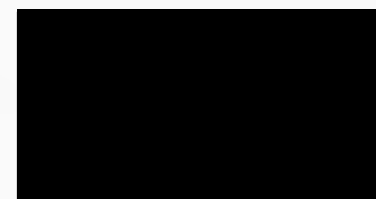
For the titles [REDACTED], HD delivery materials (original version + M/E tracks except for [REDACTED]) will be available to Licensee on Licensor's website as and when available to Licensor.

- Available Digital Material is free of charge if and only if delivered digitally as per industry digital delivery standards selected by TF1 (i.e. Aspera, Faspex, etc.). Files shall be downloaded within 8 calendar days from receipt of the download link. Failure to download the files within this time frame will result in applicable fees to receive a new download link.
- Available Physical Material is at Licensee's cost and expenses and Licensee shall pay for such materials to Licensor before dispatching. The expenses of delivery such as freight, customs, duties, insurance shall be incumbent on Licensee.
- Documentation, dialogue lists for [REDACTED] and music cue sheets and marketing materials for all titles will be available to Licensee on Licensor's website as and when available to Licensor

The Rights Licensed herein shall not be exploited by Licensee until receipt by the Licensor of cleared funds in respect of the payments due hereunder.

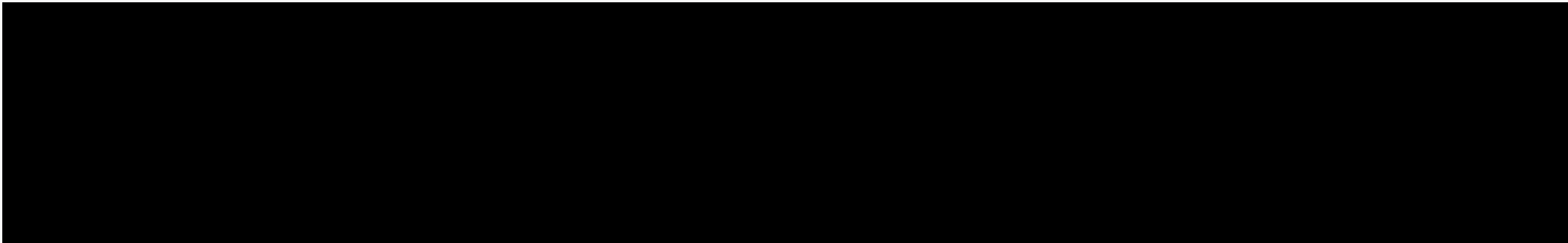
**Delivery date :** after signature of this agreement.

Front page: 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 line with Czech law.



Confidentiality: 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.

**Date :** March 29<sup>th</sup> 2019



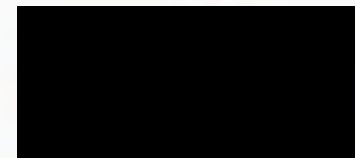
**TF1 DROITS AUDIOVISUELS**

By:   
Its: EVP International Distribution

**CESKA TELEVIZE**

By: Mr. Petr Dvorak  
Its: General Director

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**TELEVISION LICENSE AGREEMENT  
STANDARD TERMS AND CONDITIONS**

These Standard terms and Conditions are attached to and made a part of that certain Television License Agreement dated as of this March 29th, 2019, by and between **TF1 DROITS AUDIOVISUELS** (« Licensor ») and **CESKA TELEVIZE** (hereinafter « Licensee »).

**1. Definitions**

The following terms shall have the following meanings when used in this Agreement and the Schedules annexed hereto :

**1.1 « Authorized Television Distribution System »** shall mean one or more of the following television distribution systems specifically authorized in the specific terms and conditions :

**1.1.1 Free TV Rights Definitions**

**Free TV** means Terrestrial Free TV, Cable Free TV, and Satellite Free TV exploitation of a program. Free TV does not include any form of Pay Per View.

**Terrestrial Free TV** means over-the-air broadcast by Hertzian waves 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 government television receiver assessments or taxes (but not a charge for Pay Per View or Pay TV) will not be deemed a charge to the viewer.

**Cable Free TV** means the originating transmission by coaxial or fiber-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 PayPerView or Pay TV) paid by a subscriber to a cable television system will be deemed a charge to the viewer.

**Satellite Free TV** 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 a charge to the viewer for the privilege of viewing the Program, provided that for this purpose government satellite dish or television receiver assessments or taxes (but not a charge for PayPerView or Pay TV) will not be deemed a charge to the viewer.

**1.1.2. Pay TV Rights Definitions**

**Pay TV** means Terrestrial Pay TV, Cable Pay TV and Satellite Pay TV exploitation of a program. Pay TV does not include any form of Pay Per View.

**Terrestrial Pay TV** means over-the-air broadcast of a program copy by means of encoded Hertzian waves for reception on television receivers where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Program along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Program and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

**Cable Pay TV** means originating transmission of a program copy by means of an encoded signal over coaxial or fiber-optic cable for reception on television receivers where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that transmits the Program along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Program and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

**Satellite Pay TV** means the uplink broadcast of an encoded signal to a satellite and its down-link broadcast to terrestrial satellite reception dishes of a Program Copy for viewing on television receivers located in the immediate vicinity of their reception dishes where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Program along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Program and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

**1.1.3. Other Rights Definitions**

**Demand View or Video On Demand** means the transmission of a Program Copy by means of an encoded signal for reception on television receivers in homes and similar permanent living places where a charge is made to the viewer for the right to use a decoding device to view the Program at a time selected by the viewer for each viewing.

**Merchandising** means exploitation of tangible goods that are based on or utilize names, likenesses or characteristics of artists in their roles in a Program or physical materials appearing in or used for a Program and that are made for sale to the general public.

**Non Residential PayPerView** means the broadcast of a Program Copy by means of an encoded signal for reception on television receivers in hotels or similar temporary living places where a charge is made to the viewer for the right to use a decoding device to view the broadcast of the Program at a time designated by the broadcaster for each viewing.

**PayPerView** means NonResidential PayPerView, Residential PayPerView, Demand View and Video on Demand exploitation of a Program. PayPerView does not include any form of Pay TV or Free TV.



**Residential PayPerView** means the broadcast of a Program Copy by means of an encoded signal for reception on television receivers in homes or similar permanent living places where a charge is made to the viewer for the right to use a decoding device to view the broadcast of the Program at a time designated by the broadcaster for each viewing.

**Catch up Television** means the right to make the Program available by means of internet streaming and/or temporary downloading (*i.e.*, no downloading or storage whatsoever on any of the viewer's reception device) to viewers of the authorized broadcaster in a way that such viewers may access the Program at no cost to the viewer from a place and a time individually chosen by them within a 7 (seven) days period starting from the initial broadcast.

**1.2 Program** is the program identified at least by its title in the Specific Terms.

**1.3 Territory** shall mean the territories specifically set forth in the Specific Terms and Conditions.

**1.4 Agreement Term** starts and ends on the dates set forth in the Specific Terms.

**1.5 License Period** is the time period in the Specific Terms during which Licensee may exploit each Licensed Right.

**1.6 Run** means one (1) telecast of the Program during a twenty-four (24) hour period over the non-overlapping telecast facilities of an authorized telecaster such that the Program is only capable of reception on television receivers within the reception zone of such telecaster once during such period. A simultaneous telecast over several interconnected local stations (*i.e.* on a network) constitutes one (1) telecast; a telecast over non-interconnected local stations whose signal reception areas do not overlap constitutes a telecast in each station's local broadcast area.

**2. Payment of the License Fee** : In consideration of the license herein granted, Licensee agrees to pay Licensor, in full, the license fees specified in the Specific Terms, and except as provided below in Article 3, without deduction of any kind. Payment shall be due and payable at the time or times specified in the Specific Terms, and shall be made at the address stated in the Specific Terms. All payments required to be made under the terms of this Agreement shall be made within the time and manner aforesaid regardless of whether or not Licensee shall have exhibited the Program, it being intended and agreed that the time within which licensee shall be required to make payment in accordance with the terms hereof is of the essence of this Agreement and any failure to do so on the part of licensee shall constitute a default hereunder.

**3. Withholding Taxes** : To the extent applicable, Licensee shall provide Licensor with any and all documentation necessary to exempt or reduce any payments otherwise due to government or other fiscal authority in the Territory, or any portion thereof, in respect of the remittance to Licensor of the license fees payable hereunder (but not in respect of any income or corporation tax payable by the Licensee) or in order to benefit from any tax treaty. However, in the event that any sums are or may be demanded from the Licensee by the governments or other fiscal authorities in the Territory, or any portion thereof as herein above described, the Licensee shall be entitled to deduct such sums from the license fees payable hereunder provided that licensee shall: (a) promptly pay to the relevant taxation authority within the period for payment the full amount of such withholding tax and (b) promptly furnish to the Licensor an official receipt of the applicable taxation authority for all such amounts so withheld.

**4. Lateness Penalty** : Failure to make payment at maturity shall automatically, and without prior notice of default, entail billing of interest at the one-month EURIBOR of the month in which the date payable falls plus one point if payment is made within 15 calendar days of the date payable or two points otherwise, the interest being due by virtue of the mere failure to make payment at maturity.

The interest shall accrue from the date payable to the date of receipt of the payment by Licensor.

**5. Overspill** : Licensor acknowledges that if the Program is licensed for satellite transmissions, such transmissions may be capable of reception outside the Territory, *i.e.* overspill. Licensee acknowledges, however, that its right to distribute the Program is limited to the Territory, and Licensee agrees that it will not market or in any manner facilitate reception of the Program outside the Territory and that Licensor shall be entitled to any revenues attributed to the distribution of the Program outside the Territory, whether directly or indirectly (including but not limited to license fees, advertising revenues attributable to the distribution of the Program or revenues or any royalty or fee which would become payable to or shall be received by Licensee by virtue of any statute, governmental regulation or by operation of law in any other manner, as the result of a retransmission of the Program by any booster station, translator, repeater, satellite, cable television system, relay broadcast, network simultaneous transmission or otherwise) shall belong to Licensor and, if received by Licensee, shall be held by licensee as agent and trustee for Licensor and shall be promptly paid over Licensor. Licensee agrees to cooperate with Licensor to enable Licensor to collect such revenues resulting from the distribution of the Program outside the Territory. Licensee further acknowledges that it may be subject to overspill of the Program within the Territory from other licensees or Licensor and agrees that such overspill shall not constitute a breach of this Agreement, particularly including any provision herein granting Licensee exclusive rights in the Territory, provided that Licensor's agreements with such other licensees include provision similar to this paragraph restricting the rights of such licensees' from marketing or facilitating reception of the Program outside their licensed territory.

**6 Individual Licensing** : The Licensee acknowledges that each Program was individually listed and separately priced, and that Licensor offered each Program on a title by title basis without discrimination and

without conditioning the licensing of any one Program upon the licensing of any other Program or programs. Licensee acknowledges that it desires to acquire a license for each Program or programs as listed in the Specific Terms, and that the license for the several television and/or motion pictures, if applicable, are included in this license Agreement for convenience only. In the event that the negotiations were conducted on an aggregate fee basis, the licensee acknowledges that it was done so at its request, although it had an opportunity to negotiate on a title by title basis.

**7 Broadcast Reports / Maximum Runs:** Upon Licensor's request, Licensee shall give written notice of the broadcast date(s) of each Program to Licensor and shall provide Licensor with all other information concerning the exploitation of the license granted hereunder reasonably requested by Licensor. Upon licensee completing the last run licensed to it hereunder of any program, the License herein granted (unless sooner terminated) insofar as it relates to said Program shall be deemed completed and terminated in all respects. Failure to complete the maximum number of runs on or before the expiration date indicated herein shall not extend the term of this Agreement and Licensee shall have no further rights hereto.

**8 Exhibition of Program :** The Program shall be exhibited exactly as delivered to Licensee, except that Licensee may (a) prepare dubbed and/or subtitled versions of the Program in the Exhibition Language authorized by the Specific Terms hereof (b) make minor cuts or broadcast on a non-continuous basis for the following purposes: (i) commercial insertions, and/or (ii) censorship requirements provided, however that Licensee shall in no event cut or alter the main or end titles or any part thereof, or the copyright notice, or the credits or impair the integrity or meaning of the original Program. The following cuts shall not be deemed minor hereunder: any cut that impairs the basic storyline for any Program or which impairs the artistic integrity of the Program, or any cuts that are contrary to any further restrictions as may be set forth in the Specific Terms. Any breach or violation of the terms hereof shall constitute a default. Any other cuts, including those necessary to conform to time segment requirements, must be expressly approved by Licensor in writing.

**9 Music:**

**9.1. Cue Sheets :** To the extent required and available, Licensor will supply Licensee promptly after Delivery with available music cue sheets listing the composer, lyricist and publisher of all music embodied in the Picture. Licensee will, as necessary, promptly file with the appropriate governmental agency or music rights society in the Territory the music cue sheets supplied by Licensor without change.

**9.2. Use of the music:** Licensor represents and warrants to Licensee that all necessary consents, licenses and permissions have been obtained and will be maintained throughout the Term of the Agreement, in respect of the musical works, music, sound recordings and other material of whatever nature reproduced in the Picture so that Licensee shall be entitled to exercise its rights in the Picture, for an in-context use only.

**9.3. Music related fees:** Licensee shall pay or cause to be paid all royalties or license fees to any rights society or association for the performance and mechanical reproduction of music or musical compositions recorded in the Picture necessary in the Territory and shall hold Licensor free and harmless therefrom.

**10 Broadcaster Performance And Similar Fees :** In the event that Licensee is signatory to one or more agreements with performance and/or authors rights societies which require the payment by Licensee of reproduction, performance or similar fees in connection with (i) the performance of the music catalogues represented by such societies or (ii) the services of any actor, or other artists participating in the Program it shall be solely responsible for the payment of such fees.

**11 Delivery of Transmission Materials :** Delivery materials will be available to Licensee on Licensor's website as and when available to Licensor. Delivery of said materials by Licensor to Licensee or to Licensee's agent, or to a carrier, or to any shipping agent designated by the licensee shall be deemed as delivery by Licensor to Licensee hereunder and Licensor shall not be liable for any action taken by any such party. Licensee agrees that it will not cause, authorize or permit the duplication, recording or transcription of any of the Program of the sound track thereof, or any part thereof, or the use of any of the Program for any purpose other than the purposes herein specified.

Available Digital Material is free of charge if and only if delivered digitally as per industry digital delivery standards selected by TF1 (i.e. Aspera, Faspex, etc.). Files shall be downloaded within 8 calendar days from receipt of the download link. Failure to download the files within this time frame will result in applicable fees to receive a new download link.

Available Physical Material is at Licensee's cost and expenses and Licensee shall pay for such materials to Licensor before dispatching. The expenses of delivery such as freight, customs, duties, insurance shall be incumbent on Licensee.

**12 Examination of Transmission Materials And Return Of Materials**

**12.1 Examination of Transmission Materials :** Licensor shall provide Licensee with transmission materials suitable for transmission. Prior to the expiration of thirty (30) days from receipt by Licensee of such transmission materials, Licensee agrees to examine said materials to determine whether they are suitable for exhibition. If it shall be determined that said materials are not suitable for exhibition, Licensee shall, prior to the expiration of such thirty (30) day period, provide Licensor with a written technical report specifying in detail the nature of any such claimed defect. Licensor shall promptly replace such defective materials. Failure to notify Licensor in writing



of any claimed defect prior to the expiration of the aforementioned thirty (30) day period shall be deemed acceptance of the materials so delivered.

**12.2 Return of Materials:** No later than sixty (60) days after the last broadcast of the Program (or upon the termination of this Agreement), Licensee shall return to Licensor at Licensee's cost at an address designated by Licensor all Physical Material delivered by Licensor or at Licensor's option, shall destroy or erase materials made by its behalf, with appropriate proof of destruction furnished to Licensor.

**12.3 Ownership of Materials:** Legal ownership of and title to all the material delivered will remain with Licensor subject to Licensee's right to use such delivery materials under this Agreement. Licensee will exercise due care in safe-guarding all delivery materials and will assume all risk for their theft or damage while they are in Licensee's possession.

**12.4 Payment for Delivery Materials:** All costs of Physical delivery and return (including shipping charges, import fees, duties, brokerage fees, storage charges and related charges) will be Licensee's sole responsibility unless otherwise specified in the Specific Terms.

**12.5 Licensee Created Materials:** Licensor will at all times have an access to all alternate language tracks and dubbed versions, masters, advertising and promotional materials, artwork and other materials created by Licensee pursuant to this Agreement. Licensee will promptly give Licensor Notice of each Person who prepares any dubbed or subtitled tracks for the Program and of each laboratory or facility where the tracks are located. . Licensor shall have access during and after the License Period to all alternate language tracks and dubbed versions, masters, advertising and promotional materials, artwork and other materials created by Licensee pursuant to this Agreement at conditions to be agreed between Licensor and Licensee in a separate agreement. The Licensee may at its discretion use an existing Czech language version, if available and acceptable. Upon Licensee's request, the Licensor shall inform the Licensee of any existing Czech language versions of the Programs created under other license agreement(s) and shall use its best effort to grant to the Licensee a license to use the Czech language version and an access to materials containing the Czech language version selected by the Licensee.

### **13 Anti Piracy Warning**

**13.1 Enforcement:** Licensee will take all reasonable steps to protect the copyright in the Program and to prevent piracy. Licensor may participate in any anti-piracy action using counsel of its choice. If Licensee fails to take anti-piracy action, Licensor may do so in Licensor's or Licensee's name, with all recoveries belonging to Licensor.

**13.2 No Warranty Against Piracy:** The Parties acknowledge that it is in their mutual interest to prevent piracy of the Film in the Territory. Licensor has informed Licensee of any act of piracy of the Film in the Territory of which Licensor is aware, and such information has been considered in determining the License Fee along with the other terms of this Agreement. Licensee has also taken all necessary steps to inform itself of any piracy of the Picture in the Territory before executing this Agreement.

No piracy of the Film, whether occurring before or after execution of this Agreement, will allow Licensee to terminate this Agreement or reduce any amounts due Licensor. Licensor will cooperate with Licensee to prevent or remedy any such act of piracy.

**14 Advertising :** Licensee shall have the right to advertise, promote and publicize the Program in the exercise of its rights hereunder in any and all media and to authorize others to do so. Notwithstanding the foregoing, Licensee shall not make or permit to be made, in any advertising, publicity or otherwise, any statements which directly or indirectly expressly or by implication, (a) constitute or may be understood to be an endorsement of any sponsor, product, article or service by Licensor, the producer or copyright proprietor of the Program, any actor or actress appearing therein, the director or anyone else connected or associated with the Program, or the production or distribution thereof, or (b) indicate or may be understood as indicating that any such person is connected or associated with or is employed or engaged by Licensee or any sponsor. Any advertising or publicity referring to such person shall be limited to and shall indicate that such person appears in or rendered services in connection the specific Program or programs. For avoidance of doubt, the Licensee is authorized to include sponsorship messages before or after the Program in conformity with the laws of the Territory and to include the crawling messages during the broadcast of the Program. In the event Licensor furnishes Licensee with specific instructions with respect to the use of advertising credits, Licensee shall comply therewith. Licensee shall have the right to broadcast excerpts of the Program for advertising purposes provided that no such broadcast shall exceed three (3) minutes in length or in the event of Program not exceeding three (3) minutes in length, forty-five (45) seconds.

**15 Defaults of Licensee :** If Licensee shall default in the payment of any sums payable in accordance with the terms of this Agreement, or fails to respect a credit or copyright obligation, and such default shall continue for a period of ten (10) days, or if Licensee shall fail to duly perform or observe any term, covenant or condition of this Agreement, or if Licensee shall be adjudicated a bankrupt, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall take advantage of the provisions of any bankruptcy or debtor's relief act, or if any involuntary petition in bankruptcy is filed against Licensee and is not vacated or discharged within thirty (30) days, or if a receiver is appointed for a substantial portion of its property and is not discharged in thirty (30) days, or if Licensee voluntarily or by operation of law shall lose control of the above named television station or its interest therein, or the license to operate the same, then and upon the occurrence of any one or more of such events, any and all installments or sums payable under this Agreement remaining unpaid shall immediately become due and payable to Licensor, regardless of the due date thereof and, in addition, and



without prejudice to any other right or remedy which may be available to Licensor at law or in equity, and without in any way releasing or discharging Licensee of or from any of its obligations under this Agreement, Licensor shall have the right, either (i) to terminate each and all of the rights of Licensee under this Agreement, or (ii) to suspend the further delivery of transmission materials until such defaults shall have ceased and shall have been remedied. Licensor shall notify Licensee of either suspension or termination by registered letter, return receipt requested in which event such termination or suspension shall be automatically and immediately valid with no further action necessary on the part of Licensor.

**16 Force Majeure** : If Licensor is prevented from making timely delivery of transmission materials of the Program, as herein provided, or if Licensee is prevented from exhibiting the Program, by reason of any act of God, strike, labour dispute, fire, flood, delay in transportation, failure or delay of laboratory, war, public disaster, or any other cause or reason beyond the control of Licensor or Licensee, as the case may be, such condition shall not be deemed to be a breach of this Agreement and Licensee may extend the term of this Agreement for a period co-extensive with the period or periods of such force majeure, which extended period shall commence to run immediately upon the expiration of the term of this Agreement, provided however, that (a) in no event shall the term of this Agreement be extended hereunder with respect to any program beyond the term of Licensor's rights of distribution in such Program; (b) in no event shall such extension period be longer than six (6) months, and (c) in no event shall any Program be broadcast hereunder more than the number of broadcasts set forth in the Specific Terms, including all broadcast during such extended terms. In no event shall any extension hereunder extend, enlarge or postpone the time within which payment of any sum is required to be paid to Licensor hereunder.

**17 Right to assign** : Neither the license herein granted to Licensee or this Agreement may be assigned by Licensee, either voluntarily or by operation of law, without the written consent of Licensor. Licensor may assign this Agreement or any interest herein, to any subsidiary or affiliate corporation having all or substantially all of Licensor's distribution facilities, or to any person, firm or corporation which shall succeed to all or substantially all of Licensor's distribution facilities, or possessing substantially equivalent distribution facilities irrespective as to whether it succeeds to the remainder of Licensor's assets. Nothing herein contained shall be deemed or construed to limit or prevent Licensor from assigning, hypothecating, pledging or discounting this Agreement, or all or a portion of the licensee fees hereunder.

**18 Reserved Rights** : The license herein granted to Licensee is, and shall be limited to, the right to telecast each Program in the manner and at the times herein expressly provided. Any and all rights in any of the Program (including, but not limited to, the right to telecast film clips and segments of each) and the literary and/or musical materials contained in or upon which said Program may be based, which shall not have been expressly licensed to Licensee by this Agreement are reserved to Licensor and may be exercised, marketed, exploited and disposed of by Licensor concurrently with and throughout the term of this Agreement, freely and without limitation or restriction.

**19 Warranties** : Licensor warrants and represents that it owns exclusively, or is the exclusive licensee, of all of the television exhibition rights herein specified in each Program and that Licensor has the right to enter into and perform this Agreement and to grant Licensee the rights and license herein provided. Licensor shall not be liable for damages for breach of any warranty herein made by Licensor unless Licensee provides prompt written notice of claim of breach of warranty and permits Licensor full control of defense and/or settlement of such claim including the right to engage its own counsel, and further provided that Licensee shall not without the written consent of Licensor continue the exhibition of such Program thereafter. Licensee agrees to cooperate fully with Licensor in the defense of adjustment of all claims, and further agrees that Licensor shall not be liable for alleged loss of profits or consequential damages. Licensee represents and warrants that it has the full power and authority to enter into this Agreement and that the performance of its obligations under this Agreement will not conflict with its charter, by-laws or obligation under any other agreement. Licensee further represents and warrants that upon signature hereof, this agreement will be a valid, binding and enforceable Agreement against it.

**20 Applicable Law And Jurisdiction** : This Agreement shall be interpreted construed under the laws of France (without giving effect to the choice of law principles thereof) with the same force and effect as if fully executed and to be fully performed therein. Licensee shall be entitled to commence legal proceedings against Licensor solely in the courts of competent jurisdiction located in Paris, France. Licensor shall be entitled, at its sole opinion, to commence legal proceedings in the Territory, and/or any portion thereof, and/or in France.

**21. Miscellaneous**

TF1 and its subsidiaries companies have signed up to the UN Global Compact. They have thus undertaken vis-a-vis other corporations, both in France and abroad, to comply with and promote the UN Global Compact's ten (10) principles, in the areas of human rights, labour, safeguarding the environment and combating corruption.

TF1 has also signed up to the French Diversity Charter. TF1 and its subsidiaries companies have thus undertaken vis-a-vis other corporations, both in France and abroad, to comply with and promote the French Diversity Charter's six (6) principles in order to support pluralism and to seek diversity towards their licensees (localization, size, innovation,...).



Accordingly, the Licensee undertakes to comply with the principles defined in the UN Global Compact and the French Diversity Charter, which are publicly available on-line, and to ensure that its sub-contractors are equally compliant. In addition to the termination of the Agreement, the Licensee is hereby informed that non-compliance with the above-mentioned principles could cause significant damage to the corporate image and reputation of TF1 and its subsidiaries companies.

**22 Agreement Complete** : This Agreement may not be altered or modified except in writing. This Agreement is complete and embraces the entire understanding between the parties, all prior understandings, either oral or written having been merged herein.