

Česká televize
Company ID number: 00027383

and

SOCIETE NOUVELLE DE DISTRIBUTION

Company ID number: B 414 857 227

Programme Licence Agreement

number CI6342

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

Programme licence acquisition
EUR 45.000,-

TELEVISION RIGHTS LICENSE AGREEMENT

THIS CONTRACT BETWEEN:

SOCIETE NOUVELLE DE DISTRIBUTION

Having its registered office at
89, Avenue Charles de Gaulle
92575 NEUILLY SUR SEINE - FRANCE
Nanterre trade and company Register N° B 414 857 227
Represented by [REDACTED];
VAT : FR01 414 857 227

hereinafter referred to as "SND"

AND

CESKA TELEVIZE

Public Company established by the Czech Television Act No 483/1991 Coll.,
VAT: CZ00027383
having its registered office at
Kavci hory, 140 70 Praha 4,
Czech Republic,
represented by Petr Dvorak, General Director

hereinafter referred to as the "Contractor"

WITNESSETH:

PART I: SPECIAL TERMS**ARTICLE 1 - SUBJECT**

SND shall supply the Contractor, on the terms set forth below, with 6 (six) feature films having the following characteristics:

- 1-1- TITLES AND LENGTH:** **cf. ANNEXE 1**
hereinafter referred to as : "the Picture"
- 1-2- ORIGINS:** French
- 1-3- COLOR:** Yes
- 1-4- ORIGINAL VERSION:** French
- 1-5- TERRITORIES :** [REDACTED]
hereafter referred to as « the Territory ».
- 1-6- AUTHORIZED LANGUAGES:** The original version of the Picture dubbed and/or subtitled in [REDACTED] is hereafter referred to as « the Authorized Languages ».
- Contractor is authorized to proceed to the dubbing and/or the subtitling of the Picture in [REDACTED] subject to the authors' moral right, being agreed that it will not infringe any moral rights.
- Contractor is not entitled to exploit the original French version without dubbing or subtitling in Authorized Language(s).
Contractor shall indemnify SND against any and all recourse or actions on that score.
- Notwithstanding, the original language simulcast shall be allowed.
The dubbing and/or subtitling fees are at the exclusive Contractor's charge and risks.
- SND shall have an immediate access to the dubbed and/or subtitled [REDACTED]
[REDACTED] which the Contractor hereby expressly acknowledges and accepts.

The Contractor at its election may use the [REDACTED] version made by a previous Distributor, if available and acceptable.

SND will inform the Contractor of any existing [REDACTED] language version of the Program created under other license agreement(s) and will do its best effort to grant to the Contractor an access to such version. If the access is not free, the terms and conditions shall be negotiated in a separate agreement between the Contractor and the Distributor who created the version.

1-7- EXPLOITATION RIGHTS:

[REDACTED]

1-8- PERIOD:

[REDACTED]

1-9- LICENSE FEE:

Contractor shall pay to SND a total amount of €45 000 (forty-five thousand Euros) for the Picture.

1-10- EXPLOITATION MATERIAL:

The Exploitation Material is already in the Contractor's possession.

1-11- SCHEDULE OF PAYMENT:

The amount of **€ 45 000 (forty-five thousand Euros exclusive of taxes)** shall be payable as follows:

[REDACTED]

[REDACTED]

1-12 – 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.

1-13 – COUNTERPARTS

This Agreement comes into force on the day of its publication pursuant to Czech legislation. It has been executed in three counterparts, each valid as an original, of which the Contractor shall receive two counterparts and the SND shall receive one counterpart. SND undertakes to send (i.e. to submit to the courier/mail service) signed Contractor's counterparts without unreasonable delay.

1-14 – 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 Contractor 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.

Nevertheless, SND may provide or disclose confidential information to any authorized third party (including right holders, accountants, attorneys or any other person in relation with the Picture) provided such parties have reason to know such confidential information.

PART II: GENERAL TERMS

ARTICLE 2 - RIGHTS ASSIGNED

Television exploitation rights

SND grants to the Contractor the exclusive television exploitation rights (including the right of public representation and mechanical reproduction) of the Picture, by any and all means of transmission, now known or, (including to DTT, cable, satellite, IPTV, Internet and/or Wireless), via analog and/or digital broadcasting only for Free television, only in the Authorized Languages and only in the Territory.

2-1 For the television exploitation by analogue terrestrial and/or digital terrestrial means:

The broadcast of the Picture will take place, encrypted and/or unencrypted, by analogue and /or digital terrestrial broadcasting, using present or future transmitters, in the sole Territory, including unavoidable overlapping of bordering limits.

It may also take place using cable or any other similar process (microwaves or MMDS) to the extent that it constitutes a technical extension of the terrestrial over-the-air broadcasting network, being specified that this distribution will take place simultaneously, in full and without change.

2-2 For the television exploitation by cable and/or satellite means:

The broadcast of the Picture shall take place primary by cable and satellite or by any process similar to cable (microwaves or MMDS), the signal being transmitted to the cable network heads by any available means.

Contractor undertakes to avoid any significant transmission outside the Territory, to avoid infringement of exclusive rights licensed by SND in contiguous territories in which an individual reception is possible and shall indemnify SND against any claim by any third party in this respect.

Subject to the respect of the authors and directors' moral rights of the Picture, it is expressly understood and agreed that excerpts up to 3 (three) minutes of the Picture can be used for promotional purposes only as customary in the industry.

Contractor insures SND against any claim or action which may be brought against it due to the Contractor's breach of any of its obligation mentioned in this agreement and indemnifies SND and holds it harmless for any costs, including litigation costs, which may arise there from.

Contractor shall have the right to advertise, publicize and promote the broadcast the Picture on the Licensed Service by any means or media including Internet

Any and all exploitation rights of the Picture none expressly mentioned here above are excluded from this assignment.

ARTICLE 3 - DELIVERY

3-1 A written notice shall be sent to Contractor in order to confirm that the Exploitation Material is available from SND (The Notice of Delivery).

The Contractor has 30 (thirty) business days to accept or refuse the material. If notice of refusal is not given within that time, the print shall be deemed accepted. If Contractor's notice is accurate, then SND at its costs will, at its election, either:

- timely correct the defect and redeliver the effected Exploitation Materials,
- or deliver new replacement Exploitation Material,

3-2 SND shall deliver with the material of the Picture all documents as it may have for advertising its broadcasting.

3-3 SND undertakes to also supply the Contractor with a detailed list of the information necessary for the musical royalty statements (in particular to the lyricists, composers and directors) and the music cue sheet.

Contractor shall not use any other Publicity Materials than those delivered by SND.

ARTICLE 4 - PAYMENT

In consideration of the rights so assigned to it, the Contractor shall pay to SND the sum specified in Article 1. This sum is due in full by the Contractor even if, for any reason whatsoever, he would decide not to exploit the rights granted hereby.

The sums as mentioned in article 1 of this contract exclude all expenses and taxes with the exception of withholding tax in force in the Territory.

The Contractor shall make payment of the sum by wire transfer to SND' order on presentment of an invoice by SND. SND agrees that such payment shall discharge the Contractor's payment obligation.

SND will provide the following information and the License Fee will be paid to the following account:

ACCOUNT NAME: Societe Nouvelle De Distribution
BANK NAME: CALYON
BANK ADDRESS: 9 quai du President Paul Doumer-92920 La Defense Cedex,
France
ACCOUNT #: 31489 00010 00222824520 47
IBAN: FR76 3148 9000 1000 2228 2452 047
SWIFT CODE #: BSUIFRPP

SND acknowledges to be the beneficial owner of the licence fee.

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

ARTICLE 5 - TAXES

As the amounts to be paid hereunder constitute sales to a foreign country, they are not liable to VAT, in pursuance of article 262 of the General Tax Code.

SND is a French resident and as such is liable for tax in France. Timely payment is conditioned upon receipt of the valid confirmation of French residency of the SND issued by the appropriate Tax Authority of France, unless such valid confirmation has already been provided to the Contractor during the applicable year.

SND shall take the necessary steps with the French taxation authorities for the double taxation exemption when the Contractor is invoiced.

ARTICLE 6 - WARRANTIES

6-1 SND represents that it is sole holder for the Territory of the rights of exploitation of the Picture, and that it has unrestricted and unconditional disposal of all copyrights and neighbouring rights of everyone who participated in the production or can claim any right whatsoever with regard of the Picture, except the musical copyrights and neighbouring musical rights, with respect to which the Contractor shall directly pay the royalties to the appropriate authors' societies and collecting societies on the Territory.

SND shall indemnify the Contractor, insofar as the latter complies with this contract, against all claims or actions asserted against it, on any ground in connection with the exercise of the rights granted to it by this contract, by the authors or their heirs, representatives or assignees, editors, directors, actors or anyone else asserting any rights with respect of the Picture, and hold the Contractor harmless from all entailed expenses of litigation.

6-2 Contractor certifies to be legally constituted and to have all the necessary and statutory authorizations for the television exploitation of the Picture. It shall hold SND harmless on that score.

Contractor may sublicense the television exploitation rights of the Picture to sub-licensees and guarantees SND not to sublicense the Picture to a third parties not having necessary statutory and legal authorizations for its television exploitation. In any case, the Contractor shall remain liable and answerable towards SND for the due performance of this agreement during the whole term of the exploitation licenses of each Picture.

6.3 It's agreed between the parties that SND shall not be liable in case of objections, prohibitions or injunctions by the resulting from or administrative authorities.

The foregoing provisions also apply if such prohibitions should compel SND to make a cut in either one of the Picture and deliver only part of it, or to change the title of either one of the Picture.

6.4 Contractor shall indemnify SND against all recourse by the holders of the rights to each Picture sold in event of a use not in compliance with this contract.

Contractor shall not use, make available, duplicate or allow duplication for commercial or other purposes of either one of the Picture for a use other than the one provided for in this agreement, and shall hold SND harmless on that score.

6.5 Except what is hereabove mentioned under no circumstances is the Contractor allowed to sublicense the hereby assigned rights.

ARTICLE 7

7-1 SND represents that it has the authorisation of the authors or other holders of rights to each Picture for, if broadcast, to be preceded, interrupted and/or followed by commercials in accordance with the legal rules in force in the Territory on the date of the broadcast.

7-2 Contractor undertakes to broadcast or to grant the rights of television broadcast of each Picture in its entirety, opening and closing credit titles included, as delivered by SND, subject to the provisions of article 7-1 hereabove. It shall not alter nor divide either one of the Picture, except for the sequences used for their promotion.

7-3 The Contractor shall be entitled to publicize promotion and information materials provided by the SND for the purposes of promoting broadcasting of the Program subject to no further consideration. It is expressly understood that short excerpts can be used, in the Authorized Language(s), subject to the moral rights of the authors and their assigns, but only in the event that such use is solely and directly meant for the advertising of the Program in connection with the launching of the exploitation stages thereof and/or Contractor's broadcast, without it never being allowed that such excerpts should form the subject of any exploitation or sale to the public, in a separate manner or in association with a product or service, or with a firm within the framework of a sponsorship. Such short excerpts shall not have a length exceeding 3 (three) minutes taken from the Program. The Contractor shall be authorized to include sponsorship messages before or after the Program in conformity with the laws of the Territory.

7-4 The Contractor undertakes to use exclusively and in its entirety the music which has been used in the original version of the Program for the duration of the Term in the Territory being agreed that the sound form of the Program shall not be dissociated from the visual form thereof. The Contractor shall be held as sole responsible for the consequences resulting from the changes made without any prior and written authorization of SND.

ARTICLE 8

If the Contractor breaches any of its obligations mentioned in its agreement, SND may suspend the discharge of any obligations not yet discharged by virtue of this contract, without prejudice to recovery of all damages to which SND may be entitled on that ground.

ARTICLE 9 - CANCELLATION

Each Party shall, without prejudice to any other claim or action, be entitled to cancel all or part of this agreement ipso jure and immediately, without any other formality than a simple notice by registered letter with acknowledgement of receipt sent to the other party, in the following events :

9-1 Cancellation by SND

1. In event of default in payment of any sum specified in articles 1-9 and 1-10, SND may cancel this contract of right if not remedied within (30) thirty working days from the first presentation of a notice to pay such sums by receipt registered mail.

2. In event of breach of any of the Contractor's obligations, SND may cancel this contract of right if not remedied within (30) thirty working days from the first presentation of notice of such default by return receipt registered mail.

In the two cases hereabove mentioned, any and all amounts already paid shall be retained by SND as their own property and any and all amounts still due shall become immediately payable without prejudice to any and all additional damages.

9-2 Cancellation by the Contractor

1. In event of failure to deliver the material of the Picture as provided, the Contractor may cancel the contract of right if not remedied within 30 (thirty) working days of a notice by return receipt registered mail remained without answer.

2. in the event of non performance of any SND' material obligations herein, if the Contractor is prevented from exercising its broadcast rights for the Picture, during the period of rights mentioned, the Contractor may cancel the contract of right after expiration of a delay of 30 (thirty) working days after receipt of a written notice sent by the Contractor which remains without answer.

3. In any case above mentioned and if any sum has already been paid by the Contractor, SND shall refund the said sum within 30 (thirty) working days after reception of a notice by return receipt registered mail sent by Contractor mail remained without answer, after deduction of sums payable by the Contractor and/or its sub-licensees for the exploitation of the Picture in accordance with SND accounts.

ARTICLE 10 - ELECTED DOMICILE

The Parties hereto elect domicile at their respective head offices at the addresses specified at the head of this contract.

ARTICLE 11 - JURISDICTION

The laws of the Republic of France shall apply to this Agreement and any dispute or issues to be resolved or whatsoever arising from this Agreement shall be subject to the jurisdiction of the Paris Courts.

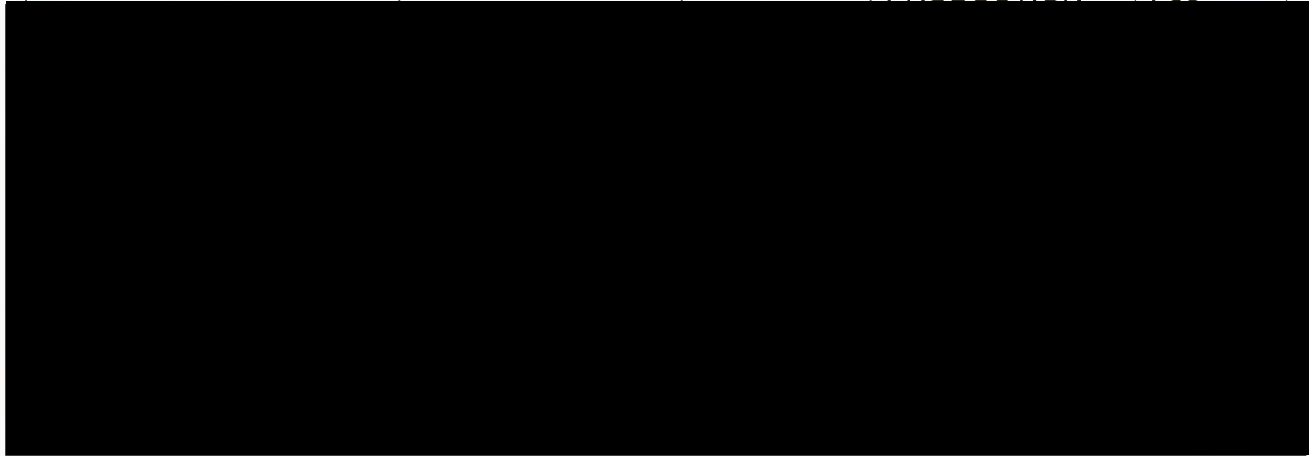
SIGNED IN NEUILLY SUR SEINE ON JUNE 19th 2019.
IN DUPLICATE

CESKA TELEVIZE
Petr Dvorak
General Director

01 -08- 2019

ANNEXE 1

TITLE	DIRECTOR	ORIGIN	YEAR OF PRODUCTION	Licence Fee
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Total : 45 000 €

