

Česká televize
Company ID number: 00027383

and

Company: MK2 FILMS
Company ID number: FR 12682006515

TV Licence Agreement

number 1080365/2381

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

Programme licence acquisition
4,750 EUR
28/11/2016

TV LICENCE AGREEMENT

This agreement comprising the Special Conditions together with Exhibit 1 (if any) and MK2's General Conditions, hereby incorporated, constitutes the agreement between MK2 and the Licensee with regard to the Film referred to herein (the "Agreement"). When not defined where they first appear, words used in this Agreement are otherwise defined in the General Conditions or in the schedule of definitions attached hereto.

Subject to timely payment of all monies due to Licensor, and Licensee performance of all other terms and conditions of this Agreement, Licensor licenses exclusively to Licensee and Licensee accepts from Licensor, the Licensed Rights to the Film in the Territory for the Term and in the Licensed Versions described below on all the terms and conditions of this Agreement.

SPECIAL CONDITIONS

1. PARTIES:

Licensor: MK2 FILMS - Société par Actions Simplifiée (the "Licensor")
Address: 55 rue Traversière – 75012 PARIS – FRANCE
VAT: FR 12682006515
Legal representative: Nathanaël KARMITZ

Licensee: CESKA TELEVIZE (the "Licensee")
Public Company established by the Czech Television Act No 483/1991 Coll.,
VAT No. CZ00027383
Address: Kavci hory, Na Hrebenech II 1132/4, CZ - 140 70 Praha 4 – CZECH REPUBLIC
Legal representative: [REDACTED], Head of Program Acquisitions

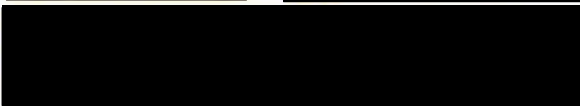
2. FILM DESCRIPTION:

- 2.1. Film:
- 2.2. Original title:
- 2.3. Directed by:
- 2.4. Original Version:
- 2.5. Length:



3. TERRITORY:

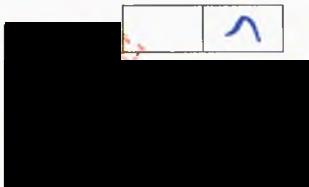
4. LICENSED VERSION(S):



5. TERM

The Licensed Rights are hereby granted from [REDACTED]

Notwithstanding the foregoing, should a number of run be granted in provision 7 below, it is agreed between the parties that the Licensed Rights will automatically revert to Licensor after the last granted run. For that purpose, Licensee undertakes to timely inform Licensor of the date of such runs.



6. FLAT FEE

6.1. Amount:

In consideration for the Licensed Rights granted in Clause 7, Licensee shall pay Licensor a non-refundable flat fee in the amount of **4.000 EUR** (four thousand Euros) gross for the Film (hereafter referred to as the "Flat Fee").

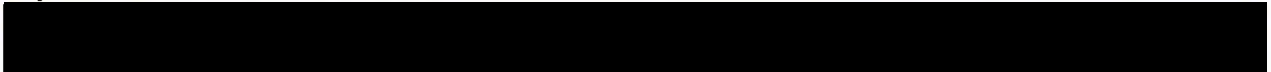
The Licensor agrees that, if applicable, the Licensee may deduct the withholding tax under local laws and regulations. Licensee declares itself willing to fully support Licensor in applying for tax reduction under the abovementioned convention with the local tax authorities.

If any withholding tax is paid by Licensee, a tax certificate and/or any other written evidence that Licensee has made the payment of the relevant tax to the relevant tax authority and/or any other documentation required by Licensor for the recovery of the amounts so deducted, will be delivered to Licensor within 3 (three) months from the time such payment is made (and any case, before December 31st of the year where the payment occurred). Should Licensee fail to provide such evidence, the amount withheld and the costs borne by Licensor arising from such failure shall become immediately due by Licensee. Any failure to proceed with such payment shall be considered as a breach by Licensee (as detailed in Clause 5. A of MK2 General Conditions).

The Licensor acknowledges being the beneficial owner of the Flat Fee.

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.

6.2. Payable as follows:



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. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.


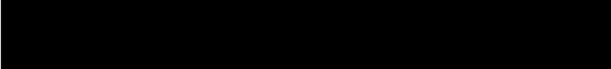
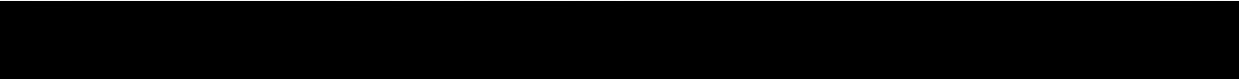
6.3. Payment instructions for remittance of funds:

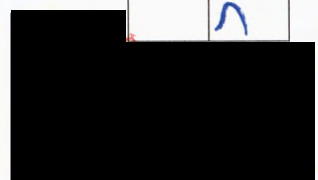
NEUFLIZE OBC – 3 avenue Hoche – 75008 Paris, Bank Code : 30788, Counter Code : 00900, Account Number : 00129840001, Key code: 88, Iban: FR76 3078 8009 0000 1298 4000 188, Swift Code: NSMBFRPPXXX

7. GRANT OF RIGHTS

The rights licensed hereby, hereafter referred to as "the Licensed Rights", are granted on  basis and are described hereafter.

A right is licensed to Licensee only if expressly so designated by a mark in the appropriate box. Any right not marked in the box is reserved to Licensor (the "Reserved Rights").

RIGHTS	LICENSED RIGHTS	AUTHORIZED TV RUN	AUTHORIZED CHANNEL
TELEVISION RIGHTS			
Pay TV	[]	N/A	N/A
- Terrestrial	[]		
- Cable / Satellite	[]		
- DSL	[]		
			
Pay Per View	[]	N/A	N/A
			



8. MATERIAL

8.1. Material order:

The Licensee undertakes to order the Material of the Film no later than December 2nd, 2016 and take delivery of it within 15 days after its arrival at customs in the Territory.

8.2. Delivery:

Provided that Licensee has fully performed its obligations under this Agreement, including payment of the Material Costs, Licensors will supply the following material to Licensee (the "Material"):

Video materials (to be invoiced at a price to be advised, unless otherwise stated)

HD files in conformity with Licensee's Technical Specifications (see Exhibit 1) of the Film, 16:9 PAL stereo, in Original Version with M/E tracks (via ASPERA – 750 EUR)

Original dialogue and/or spotting lists of the Film (free)

Advertising materials (included in the Flat Fee and according to availabilities)

Transparencies

Synopses

Music cue sheet

Press articles

9. NOTICES

All correspondences, information, materials, statements, communication (including formal legal notices concerning this Agreement and its operation) shall be sent by mail to the addresses specified in Clause 1 above and/or facsimile to the following numbers:

- For the Licensor: MK2 FILMS - Attn: Sales Department
Fax: +33 1 44 67 32 64

- For the Licensee: CESKA TELEVIZE – Attn: [REDACTED]
Fax: +420 261 137 317

The parties undertake to notify the other party in writing of any change in any of their address and/or facsimile number.

10. SPECIAL PROVISIONS:

10.1. Provision 1- g) "Public performance / mechanical reproduction" of the General Conditions is modified as follows:

The Licensor hereby declares and warrants that all rights in the music or musical composition contained in the Program hereby licensed are either in the public domain in the Territory, or controlled by the Licensor sufficient to allow the Licensee to exploit them without additional payment, or available by license from a music performing rights society in the Territory, in which case the Licensee will be responsible for obtaining a license at its own expense provided that Licensor has delivered to Licensee full and complete music cue sheet containing all relevant information as requested by such music performing rights society.

10.2. Provision 2- c) "Licensee Created Material" of the General Conditions is modified as follows:

Licensee will provide Licensor and its designees with immediate access to all alternate language tracks, subtitled tracks and dubbed versions created by Licensee [REDACTED], the conditions of such access shall be agreed in a separate agreement. Access to masters, advertising and promotional materials, artwork and other materials created or authorized by Licensee to exploit the Film(s) ("Licensee Created Materials") for use by Licensor and/or its designees shall be free. Licensor is authorized to order directly the Licensee Created Materials from the suppliers. For that purpose, and upon request, Licensee will give to Licensor a laboratory access letter in the name of Licensor, for the Term of this Agreement. Licensor will pay Licensee promptly, upon request, for the actual cost of duplication and shipping to Licensor of any Licensee Created Materials and any possible applicable reuse fees.

Licensor will immediately become the owner of the worldwide copyright in all Licensee Created Material, subject to a non-exclusive free license in favor of Licensee to use them during the Term solely for exploitation of the Licensed Rights. If such ownership is not allowed under a law in the Territory, the Licensee grants Licensor a non-exclusive free license to use all Licensee Created Material worldwide in perpetuity without restriction.

10.3. 2nd Paragraph of Provision 4- "Payments" of the General Conditions is modified as follows:

Failure or delay in providing an invoice and/or a taxation form shall not relieve Licensee from its obligations to remit any and all sums due Licensor under this Agreement however, the due date of the invoice shall be postponed accordingly.



[REDACTED] [INITIALS]

10.4.

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.

10.5.

This Agreement comes into force upon its signature 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 shall receive one counterpart. The Licensor undertakes to send (i.e. to submit to the courier/mail service) signed Licensee's counterparts at the latest on the second business day after its signature.

10.6.

Confidentiality: 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, 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. Since this Agreement is 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"), information in this Agreement highlighted in yellow shall be redacted (blackened out) pursuant to the Act on Registration of Agreements upon mutual agreement. 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. [REDACTED]

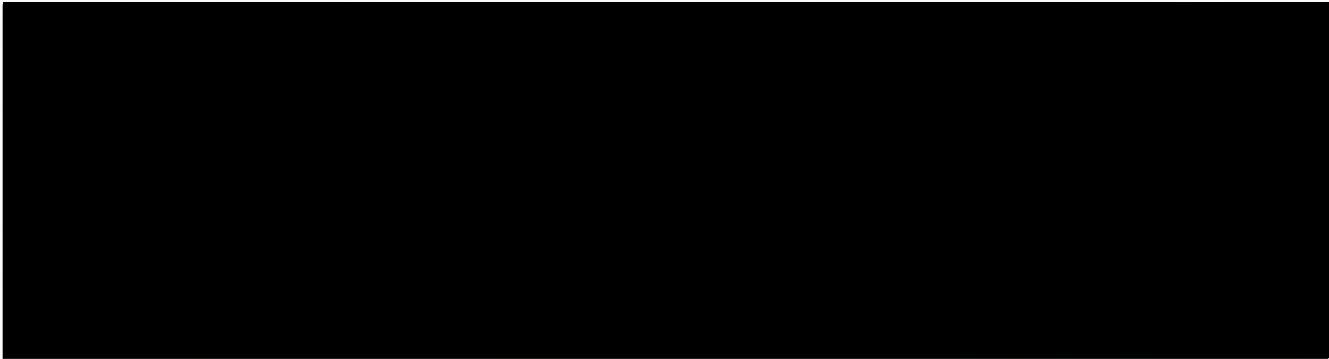
11. MISCELLANEOUS

This Agreement consists of the Special Conditions (which includes Exhibit 1, if any), the General Conditions (which include the Definition of Rights) which shall together form one instrument which shall be read and construed accordingly save that in the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall prevail.

Made in Paris, November 23rd, 2016,

THE LICENSOR

THE LICENSEE



Name: Nathanaël KARMITZ
Title:
Place:
Date:

Name: [REDACTED]
Title: Head of Program Acquisitions
Place: Praha
Date:

28 -11- 2016



MK2 GENERAL CONDITIONS

The Licensor declares that he is the owner of all the exhibition rights to the Film(s), or that he is authorized by the owner and may consequently grant the rights hereunder, upon which the Licensee may rely without investigation in this respect.

1 – NATURE AND EXTENT OF RIGHTS GRANTED

a) Reserved Rights: Any rights, known or unknown, other than those granted in clause 7 of the Special Conditions are expressly excluded from this Agreement and constitute the Reserved Rights.

Consequently, this Agreement does not include, in particular the right to use scenes or musical passages from the Film(s) separately or in other film as well as the right to license excerpts of the Film(s) for use in other program.

Likewise, all Internet rights which are not specifically granted by this Agreement, such as, but not limited to, the right to exhibit, distribute and exploit the Film(s) and/or excerpts of the Film(s) on the internet, including on-line delivery and other interactive media, and Future media, whether now known (but not yet commercially exploited) or invented after the date of this Agreement, are excluded from this Agreement.

b) Clips: Licensee shall have the right to use or make available for broadcast, free of charge, up to 2 minutes of the Film(s), and up to 45 seconds of the Film(s) for use on Licensee's website, provided such uses are intended solely for the specific promotion and advertisement of the Film(s) itself.

c) TV: The satellite rights are restricted to the granted Territory. TV5, CFI and other French TV channels broadcasting in the Territory are reserved to Licensor.

d) Demand View: Should Demand View Rights be granted by this Agreement, the broadcast rights to Demand View platforms exploiting the Film(s) in original version only as well as Cinando and FestivalScope online resources are reserved to the Licensor.

Exclusivity refers to local Demand View platforms and does not prevent Licensor from licensing Demand View Rights to international or cross-border platforms.

Exclusivity does not prevent Licensor from offering the Film(s) worldwide on Demand as the accessory of another product sold (digital or not, such as e-newspaper, magazine etc.) by Licensor ("Digital bundle") on a platform directly or indirectly owned and/or controlled by Licensor.

e) Territory: The Licensee is expressly prohibited from exhibiting the Film(s) or any part thereof, or permitting it to be exhibited outside the Territory and a breach thereof shall result in seizure of such Film(s) and action for damages and cancellation of this Agreement, the rights automatically reverting to the Licensor with no further formalities.

The Licensor shall not be liable under any circumstances for fraudulent exhibition of the Film(s) by a third party in the Territory and such fraudulent exhibition shall not give the Licensee the right to terminate this Agreement.

The Licensor shall not be held responsible for the possible reception of television programs originating in other territories in the event that television rights to the Film(s) have been granted for a country not included in the Territory or territories of this Agreement.

f) Term: In case Licensee is authorized to grant its rights in this Agreement to a third party, such sub-license shall never exceed the term of this Agreement.

g) Public performance / mechanical reproduction : It is expressly understood and agreed that in the event that the exploitation of the Film(s) in the Territory by the Licensee causes fees, sums, and/or any payments whatsoever, to be due to the authors, composers and/or publishers of the Film(s)'s music soundtrack (i.e. any musical piece incorporated in the Film(s) and/or embodied in the Film(s)'s physical master delivered by the Licensor to the Licensee) and/or to any such authors/composers/publishers' societies ("société de gestion collective"), in particular in consideration for the "public performance" and/or "mechanical reproduction" of the said music soundtrack, any and all such payments shall be made by the Licensee (and/or its sub-licensee as the case may be), at its (their) sole expenses, which shall not be deemed recoupable. Licensor confirms that the synchronization of the music with the the Film(s) has duly been authorized by the music's assignees and that all related rights, i.e. publishing and mastering rights have been cleared for the purposes hereof.

h) Royalty Income:

All amounts collected by any collecting society, authors' rights organization, performing rights society or governmental agency arising from compulsory licenses, cable retransmission income, music performance royalties, tax rebates, exhibition surcharges, levies on blank Videograms or hardware, rental or lending royalties, or the like, will as between Licensor and Licensee be the sole property of Licensor. Licensor has the sole right to apply for and collect all these amounts. If any of such amounts are paid to or collected by Licensee, then Licensee will immediately remit them to Licensor with an appropriate statement identifying the source.

The Licensor shall have the exclusive right to apply for and receive income derived from the exploitation or use of the Film(s) by means of retransmission or recording from any television broadcast collected by use of the Film(s) by means of retransmission or recording from any television broadcast collected by AGICOA UGF and similar organizations. The Licensee shall support the Licensor in collecting such monies upon Licensor's request and shall not itself claim such monies unless requested by the Licensor. In the event such monies are paid to the Licensee, the Licensee shall immediately remit 100% of such monies to the Licensor with a written statement setting forth the nature of such payment.

2 – DELIVERY OF MATERIAL

The Licensee shall order the material to Licensor and shall not be allowed to use any materiel provided by a third party without Licensor's prior written approval.

a) Material:

The Licensor undertakes to lend and to deliver or cause to be delivered to the Licensee at the latter's request and pursuant to the conditions provided hereunder, the Material required for exhibition in the licensed territory. The Material will be chargeable to the Licensee and invoiced at the market price ordered, except when on loan. The cost of delivery will be borne by the Licensee, and delivery of Material will be made via Licensee's carrier. For that purpose, Licensee shall provide Licensor with its account number.

b) Duplicating Material / Dubbing and sub-titling:

The Licensee undertakes not to make or permit to be made any dub of either part or all of the Material entrusted to him.

In the event the Licensee is authorized to dub and/or subtitle in a foreign language, all costs shall be borne by the Licensee unless otherwise stipulated in the Special Conditions.

The Licensee undertakes to have the Film(s) dubbed or sub-titled in such a manner that the essence of the Film(s) shall not be modified by the translation of the dialogue.

The Licensee also undertakes to use, exclusively and in its entirety, the music which has been used in the Original Version of the Film(s). The Licensor shall not be held responsible for consequences arising from modifications which may have been made without prior authorization.

c) Licensee Created Materials:

Licensee will provide Licensor and its designees with immediate unrestricted free access to all alternate language tracks, subtitled tracks and dubbed versions, masters, advertising and promotional materials, artwork and other materials created or authorized by Licensee to exploit the Film(s) ("Licensee Created Materials") for use by Licensor and/or its designees. Licensor is authorized to order directly the Licensee Created Materials from the suppliers. For that purpose, and upon request, Licensee will give to Licensor a laboratory access letter in the name of Licensor, for the Term of this Agreement. Licensor will pay Licensee promptly, upon request, for the actual cost of duplication and shipping to Licensor of any Licensee Created Materials and any possible applicable reuse fees.

Licensor will immediately become the owner of the worldwide copyright in all Licensee Created Material, subject to a non exclusive free license in favor of Licensee to use them during the Term solely for exploitation of the Licensed Rights. If such ownership is not allowed under a law in the Territory, the Licensee grants Licensor a non-exclusive free license to use all Licensee Created Material worldwide in perpetuity without restriction.

d) Responsibility:

All costs such as packing, transportation, insurance, customs duties and import levies and taxes, etc... pertaining to the Material shall be at the Licensee's expense, even if the shipment is made C.O.D. by the Licensor. The Licensee shall undertake all steps necessary with respect to customs in order to import the Material.

e) Evaluation of Material:

The Material will be deemed acceptable unless Licensor receives written notice of any defect within 30 days from delivery which written notice must be accompanied by a laboratory report of the specified defect(s).

If any of the Material is of a quality to make it technically unfit for the Licensee to exercise its rights hereunder, confirmed by the Licensor's laboratory, the Licensor will provide the Licensee with an available replacement material, which cost of delivery will be borne by the Licensor.

Upon return in the Licensor's laboratory of the Material (when loaned), the laboratory will make a report of the quality of the Material. If the report indicates other deteriorations than the normal use of the Material, the Material will be repaired at Licensee's sole cost. If the Material is unusable, the Licensee will reimburse the amount indicated on the original invoice made for this Material.

If the Licensee disagrees with the report established upon return of the Material, a counter evaluation will be made by the Licensor, at Licensee's sole cost, in a laboratory chosen by Licensor. Licensor agrees to rely on and accept the conclusions of this second report.

f) Property of Material:

Any Material provided by Licensor shall remain the property of the Licensor. The Licensee undertakes to inform the Licensor at any time, upon Licensor's request, of the exact location of the Material delivered to him.

None of the Material can be either attached or transferred for any reason whatsoever, including discontinuance of business, attachment, voluntary or judicial liquidation. Likewise, it cannot be held as security or attached by a third party. The Licensee undertakes not to deposit any Material in a film archive without the Licensor's written permission.

g) Return of Material:

Upon expiry of the Term or in case of termination, Licensee will return free of charge, to Licensor all Material supplied by Licensor and all Licensee Created Materials during the Term of this Agreement, unless Licensor should specify in writing that they should be destroyed in which event Licensee will supply a certificate of destruction. The Licensee shall inform all parties concerned of this fact. Shipping costs will be at Licensor's charge.

3 – CONDITIONS OF DISTRIBUTION

Except if dubbed and/or subtitled, the Film(s) shall be exhibited in the version delivered by the Licensor or its agent and the Licensee shall not make any changes or additions or make any cuts unless the Licensor or its agent has given written permission.

Specifically, Licensee undertakes:

- a) to communicate to Licensor dates of broadcasts by written notice and no later than one (1) month prior the said date.
- b) to comply with publicity and other requirements as detailed in clause 7 of the General Conditions below including all advertising, credit and billing requirements notified to them by Licensor on delivery of Material and not to change or delete any credit, logo, copyright notice or trademark notice appearing on Film(s) materials or graphic materials supplied by Licensor.
- c) to comply with all other obligations notify by Licensor in due time.



d) to submit to Licensor for prior written approval all promotional and marketing elements created.

e) to submit to Licensor for prior written approval any contract that Licensee may negotiate with third party concerning the Licensed Rights (TV/PPV/Demand View broadcast operator(s)). The execution of such contract shall be dependent upon the prior written approval of the Licensor and a copy shall be supplied to Licensor. Licensee will remain in any case responsible towards Licensor, and jointly and severally liable with the said third-party.

f) should the Demand View Rights be granted by this Agreement, those rights are granted provided that the platform considered by the Licensee uses the necessary Digital Rights Management ensuring the sufficient security measures to battle piracy and territorial restrictions.

4 – PAYMENTS

Provided that the Agreement has been fully executed, timely payment of the Flat Fee described in the Special Conditions is a condition precedent to the license of the Licensed Rights granted, and to the delivery of the Material as defined in the Special Conditions.

Failure or delay in providing an invoice and/or a taxation form shall not relieve Licensee from its obligations to timely remit any and all sums due Licensor under this Agreement.

Licensee shall undertake to do immediately whatever necessary to obtain permission for remittance. Upon Licensor's request, and particularly in the event of difficulties in remitting, the sums due to Licensor will be paid by Licensee into an account opened by Licensor in a bank on the above indicated dates, and will remain Licensor's absolute property.

Licensee will send Licensor a duplicate of the bank deposit statements immediately upon making the deposit. Licensee shall immediately take the necessary steps with the competent authorities for obtaining authorisations for remitting such deposits.

5 – NON-PERFORMANCE / CANCELLATION

A. Breach by Licensee

a) In the event of a breach by the Licensee of any of the terms, conditions or provisions of the Special Conditions or these General Conditions of this Agreement, and upon notice served by registered letter, fax or email with proof or receipt and if such breach has not been cured within 15 days following the date of dispatch, this Agreement shall be cancelled as a matter of right at the discretion of the Licensor, and the rights granted pursuant to this Agreement shall immediately and unconditionally expire and revert to the Licensor without any further action being required by either party.

In such event, all sums paid shall remain the absolute property of the Licensor and all sums owing shall become immediately payable to the Licensor without prejudice to its recovery of damages.

The Material shall be put at the disposal of the Licensor no later than 48 hours thereafter.

Upon reversion to the Licensor of the rights granted hereunder all monies due to the Licensee from sub distributors/TV broadcasters of the Film(s) hereunder shall be assigned to the Licensor ipso facto who shall be empowered to issue good and valid receipts.

b) Without prejudice of paragraph a), in the event of non-payment of any sum due to Licensor pursuant this Agreement, and should such breach not be cured within 30 (thirty) days following the date of dispatch of the corresponding invoice, all outstanding sums owed by the Licensee shall become immediately due, and as a penalty mutually agreed upon, these sums shall bear interest at the rate of 0.50 % for each week of delay.

The provisions contained in paragraphs a) and b) shall be applicable at the discretion of the Licensor either jointly or independently.

B. Breach by Licensor

In the event of a breach by the Licensor of its obligations in the case of non-delivery of the ordered Material, the Licensee shall have the right to demand, after notice by registered letter, fax or email with proof or receipt if such breach has not been cured within 15 days after date of dispatch, the cancellation of this Agreement and Licensor's immediate repayment of the sums paid by Licensee.

C. Discontinuance of business

In the event of discontinuance of business, private liquidation, in the event of judicial liquidation or bankruptcy, or in the event of a transfer of a controlling interest in Licensee's capital stock or other evidence of ownership, this Agreement may, at the sole option of the Licensor, be deemed and considered null and void. In the event that the Licensor exercises the said option, the rights stipulated in this Agreement shall be considered as never having been granted to the Licensee and shall automatically revert to the Licensor. The same applies to the Material. In this event, all the sums already paid will remain the property of the Licensor without prejudice of and in addition to any compensation or damage.

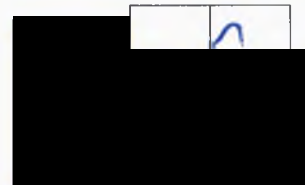
In the event money is still owed to the Licensor, all sums owed to the Licensee by sub-distributors/TV broadcasters for the Film(s) hereunder shall be assigned, ipso facto, up to the amount of the outstanding sums, to the Licensor who, being authorized to collect such payments, shall then be able to issue good and valid receipts thereof. The Licensee assigns to the Licensor all such claims as from the date of termination of this Agreement.

In the event money is owed by the Licensee to any creditor whatsoever with respect to the Film(s) hereunder, the Licensor may in no way be held liable for such debts.

The Licensee expressly waives all rights to set off any expenditure for Material. The Licensee shall be liable to the Licensor for any damages or losses occasioned under the Licensee's responsibility.

6 – CENSORSHIP

a) In case of banning of the Film(s) in the version supplied by the Licensor by government censorship in the Territory or any part thereof, Licensee shall not be entitled to request the cancellation of this Agreement and is not entitled to ask for any reimbursement and/or replacement of the Film(s), the risk of banning the Film(s) being entirely borne by the Licensee.



INITIAL HERE

b) Neither Licensee nor any licensee of Licensee shall be authorized to cut or edit the Film(s) in any manner whatsoever without the prior written approval of Licensor following written notification to Licensor by Licensee of the proposed cuts or edits to be made in order to conform with local censorship requirements. In the event that any cutting or editing of the Film(s) is approved by Licensor, the Film(s)'s director, as the case may be, shall be afforded the first opportunity to make or supervise such cutting or editing at Licensee's cost.

7 – PUBLICITY AND OTHER REQUIREMENTS

The Licensee shall undertake to leave the Licensor's trademarks, logos and the names of the producers, authors and actors on the Film(s)'s trailers and on all publicity material (posters, photographs...) furnished by the Licensor or its agent, to use the Material supplied to it by the Licensor or its agent, neither changing nor adding to them, nor making any cuts unless he has received written authorization from the Licensor or its agent.

The Licensee undertakes to comply with all publicity obligations, advertising, credit and billing requirements of the Licensor, not only for the new list of credits, if such exists, but for any new publicity material edited by the Licensee and approved by the Licensor. In the absence of special notification, the Licensee undertakes to comply with the publicity obligations such as they appear on the Film(s)'s trailers and posters.

If the title is changed, the Licensee shall be required to submit the new title to the Licensor for prior written approval. The Licensee shall also require its sub-distributors and clients to comply with such conditions.

8 – PROHIBITION AGAINST ASSIGNMENTS

This Agreement cannot be assigned. Notwithstanding the foregoing, and provided the Licensee has sought and obtained Licensor's prior written approval, the Licensee may grant sub-licences to third parties, but the Licensee shall remain liable for the execution of its obligations, jointly or independently with its own sub-distributors/sub-licensees.

9 – LITIGATION

This Agreement shall be interpreted and governed by the laws of France. The parties agree to submit to the exclusive jurisdiction of Paris courts, France, any dispute regarding the validity, the execution or comprehension of this contract.

This Agreement contains the entire understanding of the parties regarding its subject matter, and supersedes all previous written or oral understandings or representations between the parties regarding its subject matter, if any. No modification or amendment of this Agreement will be effective unless in writing, and signed by both parties.

This Agreement is valid under the explicit condition that Licensee should return to Licensor the two copies of this Agreement duly signed within one month from dispatch of the contract by Licensor. Otherwise this Agreement shall be cancelled without further formalities at the discretion of Licensor.

DEFINITION OF TELEVISION RIGHTS

Pay TV Rights Definitions

Pay TV means *Terrestrial Pay TV*, *Cable Pay TV* and *Satellite Pay TV* exploitation of the Film(s). *Pay TV* does not include any form of *PayPerView* nor any form of making the Film(s) available over the Internet.

Terrestrial Pay TV means over-the-air broadcast of Film(s) by means of encoded Hertzian waves for television reception 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 Film(s) 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 Film(s) and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

Cable Pay TV means originating transmission of Film(s) by means of an encoded signal over cable for television reception 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 Film(s) 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 Film(s) and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

Satellite Pay TV means the uplink broadcast of a Film(s) by means of an encoded signal to a satellite and its down-link broadcast to terrestrial satellite reception dishes for television viewing 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 Film(s) 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 Film(s) and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

DSL pay TV means the broadcast of a Film(s) by means of a digital subscriber line using digital technology over single copper twisted pair or fiber optic telephone lines across a closed transmission path/network accessible (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Film(s) 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 Film(s) and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

Free TV Rights Definitions

Free TV means *Terrestrial Free TV*, *Cable Free TV*, and *Satellite Free TV* exploitation of the Film(s). *Free TV* does not include any form of *PayPerView*, nor any form of making the Film(s) available over the Internet.

Terrestrial Free TV means over-the-air broadcast by Hertzian waves of a Film(s) for television reception in private living places without a charge to the viewer for the privilege of viewing the Film(s), *provided that* for this purpose government television assessments or taxes (but not a charge for *PayPerView* 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 Film(s) for television reception in private living places without a charge to the viewer for the privilege of viewing the Film(s), *provided that* for this purpose neither government television 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 Film(s) for television viewing 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 Film(s), *provided that* for this purpose government satellite dish or television assessments or taxes (but not a charge for *PayPerView* or *Pay TV*) will not be deemed a charge to the viewer.

DSL Free TV means the broadcast of a Film(s) by means of a digital subscriber line using digital technology over single copper twisted pair or fiber optic telephone lines across a closed transmission path/network accessible without a charge to the viewer for the privilege of viewing the Film(s), *provided that* for this purpose neither government television assessments or taxes nor the regular periodic service charges (but not a charge for *PayPerView* or *Pay TV*) paid by a subscriber to a DSL television system will be deemed a charge to the viewer.

Catch Up Rights definitions

Catch up means the right for TV channels to broadcast the Film on their "catch-up" TV services where the public can access the Film on demand without having to pay during a certain period following the TV broadcast of the Film.

Pay Per View Rights Definitions:

Pay Per View means *NonResidential PayPerView* and *Residential PayPerView* exploitation of a Film(s). *PayPerView* does not include any form of *Pay TV* or *Free TV*, nor any form of making the Film(s) available over the Internet.

Residential PayPerView means the broadcast of a Film(s) by means of an encoded signal for television reception 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 Film(s) at a time designated by the broadcaster for each viewing.

NonResidential PayPerView means the broadcast of a Film(s) by means of an encoded signal for television reception 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 Film(s) at a time designated by the broadcaster for each viewing.

EXHIBIT 1

Czech TV Technical Specifications						
		SD	HD	SD	HD	NOTE
1	<i>File Container</i>	MXF	MXF	QT	QT	
2	<i>Video Codec</i>	IMX D-10	XDCam HD 422	ProRes 422	ProRes 422	
3	<i>Video Bitrate</i>	50 Mb/s	50 Mb/s	41Mb/s and higher	122Mb/s and higher	
4	<i>CBR/VBR</i>	CBR	CBR	VBR	VBR	
5	<i>Frame Rate</i>	25	25	25	25	
6	<i>Aspect Ratio</i>	4:3, 16:9	16:9	4:3, 16:9	16:9	
7	<i>Resolution</i>	720x576	1920x1080	720x576	1920x1080	
8	<i>Color Sampling</i>	4:2:2	4:2:2	4:2:2	4:2:2	
9	<i>Interlaced / Progressive</i>	Same as Source	Same as Source	Same as Source	Same as Source	
11	<i>Audio Codec</i>	PCM	PCM	PCM	PCM	
12	<i>Audio Channels</i>	4 (2 x stereo)	4 (2 x stereo)	4 (2 x stereo)	4 (2 x stereo)	If MONO 1=2, 3=4
13	<i>Sample Frequency</i>	48 kHz	48 kHz	48 kHz	48 kHz	
14	<i>Audio Bit Depth</i>	24	24	24	24	
15	<i>Audio Channels 1,2</i>	Original MIX	Original Mix	Original MIX	Original Mix	
16	<i>Audio Channels 3,4</i>	M&E	M&E	M&E	M&E	
17	<i>Color Bars / Test Tone</i>	NO	NO	NO	NO	
18	<i>Time Code Start</i>	10:00:00:00	10:00:00:00	10:00:00:00	10:00:00:00	

