



LICENCE

Contract #110099

Between

ENDEMOL SHINE INTERNATIONAL LIMITED

And

CESKA TELEVIZE

Return signed agreements to:

ENDEMOL SHINE INTERNATIONAL LIMITED
Shepherds Building Central
London W14 OEE
UNITED KINGDOM



www.endemolshinedistribution.com

Section 1

ESI

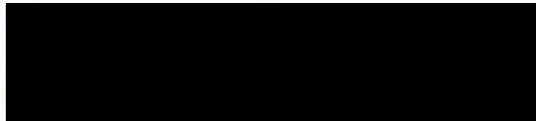
ENDEMOL SHINE INTERNATIONAL LIMITED
registered in England and Wales (Company No. 1577754)
with its registered office at:
Shepherds Building Central
Charecroft Way
London W14 0EE
UNITED KINGDOM

(Please return signed contracts to the above address)

Licensee

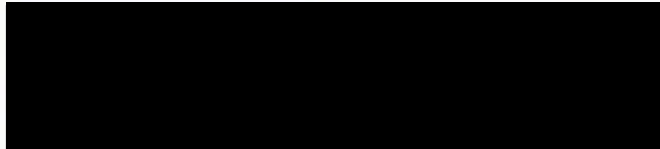
CESKA TELEVIZE
With its principal office at
Kavci Hory, Na Hřebenech II 1132/4
140 70 Praha 4
CZECH REPUBLIC

Contact:
Phone:
Email:



(Executed contracts to be sent to the Licensee at the above address)

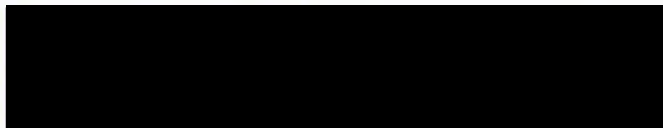
Title



Licensed Channels

Rights are only licensed to the Licensee for the specified Licensed Channels.

Licence Fee



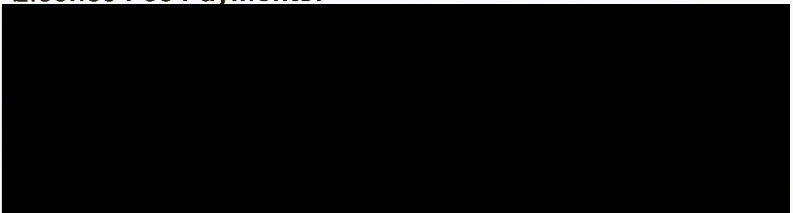
Total Licence Fee: €EUR22,557.00

Currency for payment of Licence Fee

Euros

Payment Schedule

Licence Fee Payments:



Materials Fee Payments:

100% (€EUR144.00)



ESI acknowledges that the Licensee requires a Certificate of Residence prior to the payment. ESI warrants itself to be the receiver of the Licence Fee and Materials Fee Payments.

Territory

Term

Rights Licensed

The Rights listed here are defined in Section 2

Rights are granted exclusively and non-exclusively and are subject to any Special Conditions.

Promotional excerpts

The Rights include the right to use excerpts of the Title of up to three (3) minutes in length for the purpose of publicity and promotion of the Title in accordance with this Agreement in any media in the Territory.

Runs

Language

Original language version is licensed dubbed and/or subtitled/with voiceover in the English and Czech languages only

Rights are only licensed in the languages and versions specified. If rights in the original language version are granted only as dubbed or subtitled, then the original language version may not be licensed as an original language version undubbed or unsubtitled.

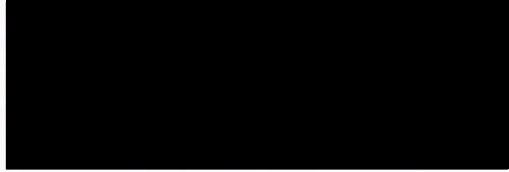
The language version to be used by the Licensee will be created by Licensee.

ESI Sales Director

Invoices to Licensee

Ceska Televize
Kavci Hory
140 70 Praha 4
CZECH REPUBLIC

Contact:
Phone:
Fax:
Email:



It is hereby agreed that should ESI choose to deliver invoices by means of electronic mail, ESI 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.

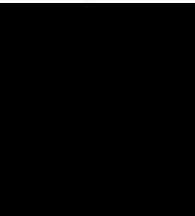
Licensee's VAT number: CZ00027383
ESI's VAT number: GB656840313

Digital Rights Management

The Licensee shall establish and maintain throughout the Term a system of digital rights management that will prevent the unauthorised exploitation of the Title by the Licensee hereunder.

Governing Law

The laws in force in England and Wales.



SPECIAL CONDITIONS

Sections Prevail

The Sections form part of this Agreement and in the event of any inconsistency between the Sections and the balance of the Agreement (including the Standard Terms), the Sections prevail to the extent of the inconsistency.

[REDACTED]

Licensee acknowledges and accepts the Term start date, number of episodes and duration for [REDACTED] have been estimated at time of entering this Agreement. ESI will provide written confirmation of an appropriate Term start date as well as final episode count and duration of each episode as soon as production of the Title is completed, following which any modifications to the Total Licence Fee and payment terms will be completed.

[REDACTED]

[REDACTED]

DELIVERY MATERIALS AND SHIPPING DETAILS

Estimated delivery date	<div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> Delivery to be confirmed by ESI.
Cost of Delivery Materials	Licensee will pay the cost of Delivery Materials, being €EUR144.00 payable as outlined in Section 1 of this Agreement.
Digital Delivery	Shipping/Delivery Costs for sending materials shall be covered by Licensee via File Delivery.
Delivery Materials	Materials for all Titles are to be delivered as per ESI technical specifications. M&E required Textless: yes Support Materials (as available) Post-Production Script Music Cue Sheet Synopsis Colour transparencies and press materials
Delivery address and contact for Delivery Materials	Ceska Televize Public Company established by the Czech Television Act.No.483/1991 Coll Kavčí Hory Prague 4 - 140 70 Czech Republic Contact: <div style="background-color: black; width: 150px; height: 15px; display: inline-block;"></div> Phone: <div style="background-color: black; width: 150px; height: 15px; display: inline-block;"></div> Email: <div style="background-color: black; width: 150px; height: 15px; display: inline-block;"></div>



Section 2

RIGHTS DEFINITIONS

“All Standard TV Rights” means the right to disseminate the Title on a linear basis without payment of a fee or subscription (other than governmental taxes) by the end user or viewer whether provided by means of all or any of terrestrial radiation, cable including fibre optic cable, microwave distribution, satellite, narrowcast television or closed circuit television (including by digital technology) and whether or not by any form of unencrypted, unencoded or unscrambled broadcast television signal and intended for reception on Devices and whether by network television services or independent television stations and **excludes** the right to join and register the Title with and collect money from collecting societies, authors' rights organisations, performing rights societies and governmental agencies whether established now or in the future and whether established for the purpose of collecting and disbursing income from the re-transmission or broadcast of cinematograph films in any part of the Territory or otherwise.

“Device” shall mean any equipment now or hereafter created including televisions, mobile phones and tablets, enabled to receive broadcasts of the Title for the purposes of private viewing only of that Title.

“Subscription Video On Demand Rights” (“SVOD”) means the right to disseminate each episode of the Title by means of an encrypted signal for reception on a Device on a temporary basis, at an unscheduled time selected by the subscriber and by use of a decoding device for payment of a fee or subscription for the service (other than governmental taxes) but excludes where, instead of a subscription fee, a specific charge is incurred for the right to view each episode of the Title on a pay per view basis.

STANDARD TERMS

THIS AGREEMENT is made on the date specified as the execution date.

PARTIES

- 1 **ESI** as described in Section 1 ("**ESI**")
- 2 **LICENSEE** as described in Section 1 ("**Licensee**")

INTRODUCTION

- A ESI owns the Rights in the Territory for the Term.
- B The Licensee wishes to acquire the Rights.
- C The parties have agreed that ESI will grant the Rights to the Licensee on the terms of this Agreement.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise defined herein all capitalised terms shall have the following meanings:

- "Associate"** means in respect of any party its holding company or its subsidiary companies (as defined in sections 256 and 1159 of the Companies Act 2006) and any subsidiary company of that holding company, as at the date of this Agreement.
- "Business Day"** means a weekday on which banks are open for business in the city in which ESI is located as specified in this Agreement;
- "Claim"** against any person, means any claim, action, proceeding, judgment, liability, loss or cost which is or may be incurred or suffered by or brought or made or recovered against the person;
- "Delivery Materials"** means those materials described in Section 1;
- "Licence Fee"** means the sum specified in Section 1 payable to ESI by the Licensee;
- "Rights"** means the right to exploit the Title during the Term by the means listed as "Rights Licensed" in Section 1 and defined in Section 2 and in the languages specified in Section 1 in a linear form for continuous viewing from beginning to end;
- "Term"** is described in Clause 3 and Section 1;

- "Territory"** is described in Section 1 and means those countries as they are known and with the boundaries known at the date of this Agreement and their respective territories and possessions from time to time;
- "Title"** means, subject to this Agreement, the cinematograph film described in Section 1 and, where the context allows, each episode, each part, all copies (including video and videodisc copies) of all or any part and all versions whether identical with each other or differentiated by re-editing, cutting, dubbing, subtitling or otherwise and includes any superimposed titles and any foreign language version made by the Licensee in the exercise of the Rights and irrespective of the method or medium or fixation or storage;
- "Withholding Tax"** means any tax that Licensee is obliged to deduct or withhold from the Licence Fee according to the tax rules and regulations applying in the Territory.

1.2 Unless the way a word or phrase is used suggests a different meaning:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) references to persons extend to and include natural persons, companies and other entities, references to any one of these extend to and include each of the others;
- (d) references to natural persons extend to and include their personal representatives, successors and permitted assigns;
- (e) references to companies or other entities extend to and include their successors and permitted assigns;
- (f) expressions used in this Agreement that are defined in the copyright legislation in force as part of the Governing Law and not separately defined in this Agreement, have the meanings attributed to them in that legislation;
- (g) derivatives from a defined or interpreted word have a corresponding meaning or interpretation;
- (h) clause headings are included for convenience of reference only and do not affect the construction of this Agreement;
- (i) the Sections form part of this Agreement and, in the event of any inconsistency between the Sections and the balance of the Agreement (including these Standard terms), the Sections prevail to the extent of the inconsistency; and
- (j) "including" and similar words are not words of limitation.

2 LICENCE OF RIGHTS

2.1 Subject to the timely payment of the Licence Fee and the performance of all its obligations set out in this Agreement, ESI grants to the Licensee a licence of the Rights throughout the Territory for the Term on the terms of this Agreement. All rights not granted to the Licensee in this Agreement are reserved to ESI.

- 2.2 ESI does not grant exclusivity or holdback protection against reception in the Territory of a broadcast of the Title originating outside the Territory, nor is ESI responsible for any unauthorised copies of the Title or any trailer that may appear in the Territory.
- 2.3 If the Rights include the right to exploit the Title in languages other than English, the Licensee may make foreign language versions and dubs of the Title in those languages as specified in Section 1 at the Licensee's cost. Any foreign language versions and dubs shall be of first class quality, faithful to the original and shall not interfere with or impair the master materials or the credits, trademarks, trade names, symbols and copyright notice on the Title.
- 2.4 ESI may have unlimited access at no cost to ESI to any foreign language versions and dubs of the Title made by the Licensee pursuant to this Agreement and Licensee shall notify ESI of the laboratory or facility at which the master materials for all foreign language versions and dubs are held.
- 2.5 All foreign language versions and dubs of the Title made by the Licensee shall comprise part of the Title and shall be owned by the owners of the Rights and may be dealt with by the Licensee only according to this Agreement.
- 2.6 This Agreement is not a trademark licence and does not authorise the use of any trademark, tradename, service mark or symbol related to or included in the Title. This Agreement does not authorise the use of ESI's name, logo or reputation other than as part of the Title according to the rights expressly granted in this Agreement.
- 2.7 ESI may continue to use portions of the Title for corporate and promotional purposes in the Territory.

3 TERM

This Agreement commences on the date set out in Section 1 of this Agreement and, unless terminated earlier according to this Agreement, continues for the period specified in Section 1.

4 DELIVERY MATERIALS

- 4.1 ESI shall deliver the Delivery Materials to the Licensee or provide access to the Licensee to the Delivery Materials according to Section 1. ESI shall use reasonable endeavours to make delivery by the estimated delivery date specified in Section 1 but is not obliged to make delivery if the Licensee is in breach of its obligations under this Agreement including any failure to make any payment due prior to delivery.
- 4.2 The Licensee may use and copy the Delivery Materials according to this Agreement in the course of exercising the Rights. The copyright in the Delivery Materials and any copies made according to this Agreement remains the property of the owner of the Rights and/or ESI. The Licensee shall not create any lien, charge, pledge, mortgage or other encumbrance over any of the Delivery Materials or copies of the Delivery Materials.

- 4.3 The Delivery Materials will be sent to the Licensee with the costs billed to the Licensee's nominated courier account. Licensee shall insure all masters during shipping and transport.
- 4.4 The Licensee will notify ESI within twenty-eight (28) Business Days of delivery of any defects in the Delivery Materials. If no defects in the Delivery Materials are notified to ESI within twenty-eight (28) Business Days of the delivery the Delivery Materials will be deemed to have been accepted by the Licensee. ESI will promptly replace any defective Delivery Materials. Costs of inspection of Delivery Materials will be met by the Licensee.
- 4.5 If ESI is unable to supply Delivery Materials without defects, ESI may substitute another programme of suitable quality and entertainment value selected by ESI with the approval of the Licensee. Any substituted programme will be treated as the Title for the purposes of this Agreement.
- 4.6 If the Licensee does not approve any substituted programme:
- (a) this Agreement will terminate;
 - (b) any part of the Licence Fee paid to ESI in respect of the programme which is not substituted will be refunded to the Licensee after deduction of a reasonable sum; and
 - (c) Clause 10.5 will apply.
- 4.7 Licensee shall store all Delivery Materials safely. In the event of loss, theft or destruction of or damage to the any of the Delivery Materials, the Licensee shall notify ESI within forty-eight (48) hours after discovery of the loss, theft, destruction or damage.
- 4.8 The Licensee shall pay to ESI promptly on demand the cost of replacement of any lost, stolen, destroyed or damaged master or trailer.
- 4.9 Masters and other Delivery Materials shall be erased or destroyed upon the termination of this Agreement or expiry of the Term in accordance with Clause 10.5.

5 EXERCISE OF THE RIGHTS

- 5.1 The Licensee may promote, advertise and publicise the Title and its broadcasts in the Territory and shall use all reasonable endeavours to include references to ESI in all paid advertising promotions.
- 5.2 Provided that Licensee complies with all advertising and promotional restrictions or obligations (including without limitation credit and/or use of logo obligations) of which ESI has notified Licensee and provided further that no such advertising or publicising shall constitute an endorsement of any product or service ESI grants to Licensee the non-exclusive right to use the advertising promotional and publicity materials provided by ESI according to this Agreement for the purposes of advertising and publicising the Title in the Territory.
- 5.3 Any copies of any Delivery Materials made by the Licensee shall adhere in all respects to the billing and credits specified by ESI.

- 5.4 The Licensee will advise ESI, within two (2) Business Days of a request by ESI, of the date of each broadcast of the Title and each episode of the Title, the timeslot for each broadcast and any changes to those dates and times.
- 5.5 Subject to receipt by the Licensee of music cue sheets, the Licensee has or will obtain any necessary licences from appropriate performing rights and other licensing and collection agencies and societies for the public performance of the musical content of the Title and will make all payments due according to that licence.
- 5.6 The Licensee shall provide a copy of the unaltered music cue sheets for the Title as supplied by ESI to the appropriate performing and mechanical rights agencies and societies in the Territory.
- 5.7 The Licensee has no right to:
- (a) join and register the Title with all relevant collection societies, authors' organisations and similar agencies whether established now or in the future and whether established for the purpose of collecting and disbursing income from the secondary broadcast, re-transmission, broadcast, copying or sale of cinematograph films or blank tapes in the Territory or any part of the Territory or otherwise; or
 - (b) collect income, royalties, fees and levies payable by those collection societies, authors' organisations and similar agencies in respect of the Title; or
 - (c) exercise any rights in the Title or authorise any third party to authorise any rights in the Title other than as expressly set out in this Agreement.

These rights are expressly reserved to ESI.

- 5.8 If any fees and royalties from collection societies, authors' rights organisations and similar agencies are paid to the Licensee in respect of the Title, the Licensee shall immediately remit one hundred percent (100%) of these amounts to ESI.
- 5.9 Except as set out in this Agreement, the Rights are limited to the exploitation of the Title in its entirety and by means of the Licensee's own facilities. The Licensee may not use the Title for any purpose other than the purposes set out in this Agreement.

6 SUBSTITUTE TITLE

- 6.1 If at the date of this Agreement the Title is not completed and production is subsequently abandoned or postponed, ESI will promptly notify the Licensee and ESI may substitute another programme on the same terms as Clauses 4.5 and 4.6.
- 6.2 If production is postponed, and the Licensee does not approve a substituted programme, the Licensee may elect not to terminate this Agreement and, in that case, the estimated delivery date for the Title will be extended for the period of the postponement and any consequential delays.
- 6.3 If at the date of this Agreement the Title is not completed and production is curtailed so that the Title does not comprise the same number of episodes, ESI will promptly

notify the Licensee. ESI may then substitute another programme on the same terms as Clause 4.5 and 4.6 or the Licensee may elect to treat the curtailed Title as the Title for the purposes of this Agreement.

- 6.4 If the curtailed Title is treated as the Title for the purposes of this Agreement, the Licence Fee will be proportionately reduced.

7 LICENCE FEE AND PAYMENTS

- 7.1 The Licensee shall pay the Licence Fee to ESI in consideration for the licence granted in Clause 2. Payment shall be made by telegraphic transfer to the account specified by ESI by invoice and in the Currency specified in Section 1.
- 7.2 The Licence Fee shall be paid according to Section 1 and is payable whether or not all licensed Rights are used. The Licensee shall also pay to ESI the amount of value added tax ("**VAT**") that is lawfully imposed upon the Licence Fee or other amount payable by the Licensee under this Agreement, subject to receipt from ESI of a valid VAT invoice.
- 7.3 The Licensee shall meet all bank charges incurred in remitting and sending the Licence Fee.
- 7.4 No deductions (other than Withholding Tax) or other set offs (irrespective of the provisions of any other contract) may be made from the Licence Fee.
- 7.5 If any Withholding Tax is required to be deducted from the Licence Fee or any other money payable to ESI according to this Agreement, the Licensee may only deduct those sums actually paid to the government or other fiscal authorities in the Territory. Any Withholding Tax shall be paid in the name of ESI. The Licensee shall use its best endeavours to minimise (by lawful means only) the amount of any deductions.
- 7.6 If any Withholding Tax is deducted from the Licence Fee, the Licensee shall ensure that ESI is promptly, within thirty (30) days provided with the applicable certificate of deduction and shall assist ESI to utilise the tax credit for any Withholding Tax deducted from the Licence Fee.
- 7.7 The Licensee is responsible for payment of all taxes and other charges in the Territory relating to the exercise of the Rights.
- 7.8 Failure to pay any instalment of the Licence Fee or any cost of Delivery Materials constitutes a breach of this Agreement and shall entitle ESI to give notice to the Licensee in writing and to terminate this Agreement pursuant to Clause 10 without refund of any part of the Licence Fee paid before the date of termination.

8 PROTECTION OF RIGHTS; EDITING

- 8.1 The Licensee shall notify ESI forthwith if the Licensee becomes aware of any matter which may or could require enforcement in any jurisdiction in relation to the Rights.
- 8.2 The Licensee shall not commence, conduct or settle any Claim relating to the Rights without the prior written approval of ESI. ESI may make, conduct or settle any Claim

to protect the Rights. The Licensee will cooperate with ESI in relation to any Claim made to protect the Rights within the Territory.

- 8.3 The Licensee shall take reasonable steps to protect the Rights including the use of new technology as it becomes available during the Term.
- 8.4 ESI makes no warranty against piracy of the Rights. The Licensee may not terminate this Agreement or fail to pay any sum due to ESI as a result of piracy of the Rights.
- 8.5 The Licensee will not take any action or fail to take any action that could prejudice ESI's rights in the Title.
- 8.6 The Licensee shall obtain at its expense all censorship ratings and approvals in the Territory for the Title and comply with those ratings and approvals.
- 8.7 The Licensee may at its expense undertake minor edits of the Title in any manner necessary to comply with time segment or censorship requirements only except that the Licensee may not delete or alter any credit, logo, copyright notice or warning appearing on the Title or edit the Title in any way that results in the context of the Title being changed. The Licensee may not replace all or any part of the soundtrack of the Title.
- 8.8 If the Licensee is unable to obtain censorship approval for the Title, either with or without deletions, ESI may substitute another programme on the same terms as Clause 4.5 and Clause 4.6 will apply if the parties cannot agree on any substitute programme.
- 8.9 The Licensee may not alter or change the title of the Title without ESI's prior approval. If ESI does approve any alteration in or change to the title of the Title, the Licensee will notify all music performing rights societies and agencies in the Territory of the altered or changed title. ESI's approval of any alteration or change to the title is subject to a satisfactory title clearance to be obtained at the cost of the Licensee.
- 8.10 No credit, title, trademark, trade name, symbol or copyright notice on the Title, any Delivery Materials, any trailer or other materials may be deleted or altered.
- 8.11 ESI makes no warranty, assurance or representation concerning censorship and will suffer no liability and have no responsibility if censorship approval or licensing of the Title is not obtained.

9 WARRANTIES AND INDEMNITIES

- 9.1 ESI warrants to the Licensee as follows:
 - (a) it has the power to enter this Agreement and perform its obligations pursuant to this Agreement and to grant the Rights to the Licensee;
 - (b) except as required by this Agreement, no payments to any third party will be required to be made by the Licensee to enable it to exercise the Rights according to this Agreement other than in respect of the public performance of the musical works and lyrics reproduced in the Title; and

- (c) it has not done or omitted to do anything or caused anything to be done which might be a breach of any agreement by which it acquired the Rights.

9.2 The Licensee warrants to ESI as follows:

- (a) it has the power to enter this Agreement and perform its obligations according to this Agreement;
- (b) the consent of no other person is required to enable it to enter and perform this Agreement
- (c) it will not do or omit to do anything or cause anything to be done which might prejudice the ownership of the Rights; and
- (d) it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption legislation in connection with its obligations hereunder including but not limited to the Bribery Act 2010 and the Foreign Corrupt Practices Act (USA).

9.3 The Licensee indemnifies ESI its employees, contractors, agents, Associates and directors from and against all Claims and related costs directly and indirectly incurred or suffered by ESI as a result of any breach of this Agreement or of any warranty given by the Licensee or as a result of any warranty being or becoming incomplete, untrue or incorrect.

9.4 ESI indemnifies the Licensee its employees, contractors, agents, Associates and directors from and against all Claims and related costs directly or indirectly incurred or suffered by the Licensee as a result of any breach of this Agreement or of any warranty given by ESI or as a result of any warranty being incomplete, untrue or incorrect.

9.5 Agreements, warranties and undertakings contained in this Agreement:

- (a) do not merge on the performance, termination or expiry of this Agreement; and
- (b) are not modified, discharged or prejudiced by reason of any investigation made, or information acquired, by a party.

9.6 ESI is not liable for any breach of any warranty or condition in this Agreement unless prompt written notice of a claim for breach is given by the Licensee to ESI setting out fully the details of any claim.

9.7 If any third party makes any claim against the Licensee and the Licensee claims indemnity from ESI, ESI may make any offer or counter offer to settle any claim or any litigation, process or demand made by the Licensee or any third party on any terms that ESI may in its absolute discretion think fit and, if necessary, without the agreement of the Licensee. The Licensee shall co-operate fully with ESI in the defence, compromise or settlement of any claim or any litigation, process or demand relating to the Title and agrees that ESI is not liable for any actual or alleged loss of profit or consequential damages that may be incurred by the Licensee.

10 DEFAULT AND TERMINATION

10.1 If either party:

- (a) breaches this Agreement and that breach remains unrectified for thirty (30) Business Days after notice to rectify the breach;
- (b) makes any assignment for the benefit of or makes any composition with creditors including a compromise or arrangement as provided by the Governing Law;
- (c) has an administrator, a liquidator or provisional liquidator or a receiver or a receiver and manager appointed to it;
- (d) has an application (other than a frivolous or vexatious application) or an order made for its winding up or dissolution or a resolution passed for its winding up or dissolution other than for the purposes of a reconstruction or amalgamation on terms approved by the other party;
- (e) ceases or threatens to cease to carry on its business or stops payment of its debts generally;
- (f) is unable to pay its debts as and when they fall due, or is deemed unable to pay its debts under any applicable legislation (other than because of a failure to pay a debt or Claim that is the subject of a good faith dispute); or
- (g) enters into voluntary administration;

The other party may terminate this Agreement forthwith on written notice to the defaulting party.

10.2 On receipt of a termination notice, or expiration of the Term:

- (a) this Agreement terminates;
- (b) the Licensee immediately ceases to have the rights granted to it in this Agreement; and
- (c) If ESI has terminated this Agreement for breach by the Licensee, without prejudice to any other rights ESI may have against the Licensee hereunder, ESI shall have no obligation to refund any amounts paid to it by Licensee and may retain those amounts by way of partial liquidated damages due to the difficulty or impracticability of measuring damage to ESI in those circumstances and the Licensee shall immediately pay ESI the balance, if any, of the Licence Fee.

10.3 Notwithstanding any termination according to Clause 10.1 or on expiration of the Term, the terms of Clauses 9, 10.4, 10.5, 10.6, 10.7, 10.8 and 12 continue to bind the parties.

- 10.4 The right to terminate this Agreement provided in this Agreement does not derogate from the respective rights of the parties to seek any other remedies in respect of any breach of this Agreement.
- 10.5 On termination of this Agreement or on expiration of the Term, the Licensee shall at its cost, erase or destroy all masters of the Title and all other materials delivered to it by ESI that are in the Licensee's possession, custody or control, unless ESI directs otherwise in writing. Upon request, the Licensee will promptly provide ESI with a written declaration or other evidence confirming to ESI's reasonable satisfaction that the Licensee has complied with the requirements of this Clause.
- 10.6 Failure of a party to enforce at any time any term of this Agreement or the granting of any time or other indulgence does not constitute a waiver of that term or of the right of that party to enforce that or any other term.
- 10.7 ESI is not liable for any failure, misfeasance, malfeasance or nonfeasance of any third party including any carrier, transportation agency, laboratory or any other persons, firms or corporations, or for any causes not within its reasonable control or for any action, omission or delay not directly due to the negligence or default of ESI or its authorised employees. In any of those events ESI is discharged from liability and Licensee waives any and all Claims arising from those events.
- 10.8 Notwithstanding anything in this Agreement to the contrary, ESI is not liable for lost profits or consequential damages of any kind, whether or not it is advised of the possibility of those damages and whether or not any or all of those damages are attributable to ESI's acts or omissions.

11 RELATIONSHIP OF PARTIES

This Agreement shall not constitute a partnership, joint venture or association of any kind between the parties or render a party liable for the debts, obligations or liabilities of the other party. A party does not have authority to incur debts or other obligations or liabilities for or on behalf of any other party.

12 CONFIDENTIALITY

12.1 Subject to Clause 12.2 each party shall:

- (a) maintain in confidence, before and after the duration of this Agreement, the terms of this Agreement and all confidential business information relating to the Title and the business the other party, however that information is obtained; and
- (b) take all reasonable precautions to ensure that their respective directors, officers, employees, agents, contractors, sub-contractors, sub-licensees, solicitors and other advisers maintain the same confidentiality.

12.2 Clause 12.1 does not restrain disclosure:

- (a) in any manner required by law or any Stock Exchange or for the purposes of prosecuting or defending any Claim;

- (b) in confidence to a party's professional advisers for the purpose of obtaining advice or in relation to their work with respect to that party; or
- (c) of any information that is in or enters the public domain other than through breach of this Agreement.

13 NOTICES

Any notice, report, approval consent or other communication required:

- (a) shall be in writing;
- (b) may be hand delivered, sent by post, sent by facsimile transmission or sent by email to the address of that party specified in this Agreement (or at another address advised by that party in writing);

and is sufficiently served or given:

- (c) in case of hand delivery, on the date of delivery;
- (d) in case of registered post, three (3) Business Days after being posted, and in the case of standard post seven (7) Business Days after being posted;
- (e) in case of facsimile transmission, on receipt by the sender of acknowledgment of transmission; and
- (f) in the case of email transmission, on receipt by the sender of a notification of delivery of the email.

14 COSTS

Each party shall meet its own costs in respect to the negotiation and signing of this Agreement.

15 ENTIRE AGREEMENT

- 15.1 This Agreement contains the whole agreement of the parties concerning the subject matter of this Agreement and supersedes any other agreements, warranties, undertakings, terms and representations (other than those implied by law and incapable of negation) concerning the subject matter of this Agreement.
- 15.2 The parties may amend this Agreement only by another agreement executed by the parties.
- 15.3 This Agreement may be executed in any number of counterparts all of which taken together constitute one and the same agreement.
- 15.4 If any term of this Agreement is rendered void or ineffective by operation of law, the validity or effectiveness of the remainder is unaffected.

15.5 Each party shall, at its own expense, do everything necessary to give effect to this Agreement and the transactions contemplated by it and cause third parties to do the same.

15.6 The parties do not intend to confer any benefit on any third party and do not intend that any third party should have any right to enforce this Agreement. Without limiting the above, a person who is not a party to this Agreement has no rights under The Contracts (Rights of Third Parties) Act 1999 (UK) or otherwise to enforce any rights or remedies available to a third party that may exist or are available under that Act or otherwise.

16 ASSIGNMENT

The Licensee shall not assign or otherwise deal with all or any part of its interest acquired in this Agreement without the prior written consent of ESI except to an Associate of the Licensee.

17 GOVERNING LAW

This Agreement is governed by the Governing Law specified in Section 1 and the parties agree to submit to the nonexclusive jurisdiction of the courts of that territory.

EXECUTED by the parties on 18 October 2019

SIGNED for and on behalf of ESI:

.....
[Redacted Signature]
Authorised Signatory [Redacted]
Chief Executive

READ, UNDERSTOOD AND ACCEPTED for and on behalf of LICENSEE: Alena Blahosova, Head of Acquisitions

[Redacted Signature] -10- 2019
.....
Authorised Signatory

