

**Česká televize**  
Company ID number: 00027383

and

**Company: ZDF Enterprises GmbH**  
Company ID number: DE811366863

## **Distribution Agreement**

number  
VK-2019-000899

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

Programme licence acquisition  
EUR 72.228,00

13.12.2019

# Distribution Agreement

Contract-No.: VK-2019-000899

between

**ZDF Enterprises GmbH**, Erich-Dombrowski-Strasse 1, 55127 Mainz, Germany  
(VAT-No.: DE811366863)  
(“Licensor”)

and

**CESKA TELEVIZE**, A Public Company established by the Czech Television Act No 483/1991 Coll.,  
whose registered address is Kavci hory, Na Hrebenech II 1132/4, 140 70 Praha 4, Czech Republic,  
represented by Mr. Petr Dvorak, Director General  
(VAT-No.: CZ00027383)  
(“Licensee”)

## Specific Terms

1. **Licensed Program/s** in accordance with Annex - 1

2. **Licence Territory**

3. **Licence Term**

4. **Licensed Rights**

### Linear Television

(i) **Television Rights:**

(ii) **Licensed Methods of transmission:**

analogue

digital

IP

[Redacted]

(iv) Number of Runs:

[Redacted]

(v) Licensed Channels:

[Redacted]

**non-exclusive Catch-up**

(i) Catch-up-Rights:

[Redacted]

[Redacted]

(ii) "Rolling Five" only:

(iii) Catch-up-Period:

[Redacted]

(v) Licensed Platform:

**Video-on-Demand (VoD)**

[Redacted]

[Redacted]

Pay/ Subscription	Pay/ Transactional	Free
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[Redacted]

(ii) Exclusivity:

[Redacted]

[Redacted]

(iii) Licensed Platform:

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(iv) Embedding allowed:

[Redacted]

**Videogram**

[Redacted]

[Redacted]

[Redacted]

(ii) Licensed Format:

(iii) Exclusivity:

**5. Holdbacks**

**6. Sublicensing Right**

**7. Delivery Materials**

(i) Delivery Materials:

(ii) Date:

Upon Licensee's written request, but only after signature hereof and always subject to availability of materials, but always at least four (4) weeks before the License Start Date of the respective Licensed Program. If - for any reason - such delivery is not possible, Licensor will advise Licensee on the Program's status and both parties will, in good faith, re-negotiate the License Start and End Date of the respective Licensed Program.

Contact person:

against lab costs: 1.980,00 € (in accordance with Annex – 1)  all materials have been delivered and accepted already

**8. Licence Fee**

**(Euro) 70.248,00 (in words: seventy-thousand-two-hundred-forty-eight Euros )**

Payment Schedule:

Licensor shall be entitled to invoice all installments upon signature of this agreement.

All payments hereunder shall be remitted to **Licensor's bank account**:

Commerzbank Mainz	
BLZ	550 400 22
Konto	200 144 4
IBAN-No.	DE21 5504 0022 0200 1444 00
BIC:	COBADEFF550

## 9. Special Provisions

### (I) Access to language version:

With regard to Programs 1 - 8 and on conditions as further specified clause 10 of the standard terms and conditions: If Licensee creates a Czech version of these Licensed Programs, Licensee grants Licensor access to Licensee's Czech language version/s against [REDACTED].

The Language versions for Programs 1 - 8 shall comply with the Licensor's technical requirements, which is comparable to the quality/standard of the delivered materials. No cuttings and no modifications of the length of the programs should be made by the production of the Czech language version.

In relation to Czech versions of Licensed Programs – the party providing access to the Czech version warrants that it legitimately made and/or legitimately possesses the Czech version, that it holds rights of the maker of the Czech version, that it obtained authorization from all authors and performing artists involved in the making of the Czech version to use the Czech version as stipulated in this Agreement. Furthermore the providing party warrants that that claims by all authors and performing artists involved in the making of the Czech version for payment for using their work and performance have been or will be settled, no later than prior to the first use of the Czech version pursuant to this Agreement.

(II) Any editing shall be subject to Licensor's prior written approval.

(III) Upon request – the Licensee shall inform Licensor in writing of the transmission date in the Licensed Territory. After the respective broadcast – upon request - Licensee shall inform Licensor in writing of audience ratings / quotas, market shares.

(IV) Licensor hereby declares that it is, according to the tax law of the state of its tax domicile, the beneficial owner of all the payments according to this Agreement.

(V) The Licensor is obliged to provide the Licensee with a certificate of tax residence issued by its local tax authority for each year of duration of this Agreement. If the Licensor does not provide the Licensee with the certificate by the due date of the first invoice of each year of any payment due according to this Agreement, the Licensee shall withhold taxes in accordance with the law of the Czech Republic.

(VI) The Licensee shall withhold tax in accord with the applicable double taxation treaty between the Czech Republic and the state of Licensor's domicile, providing that Licensee will deliver to the Licensor tax withholding certificate.

(VII) Confidentiality. The Parties agree that information in this Agreement highlighted in yellow is considered to be confidential (e.g. as a business secret) and neither contracting Party shall disclose such information to any third party without the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated, with the exception of information: (i) that the Licensee provides to third parties within a regular scope in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion; (ii) that a contracting Party provides or makes public based on a legal regulation; and (iii) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal and/or contractual duty of confidentiality. This Agreement shall be

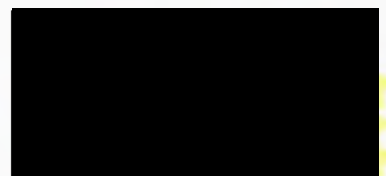
made accessible to general public pursuant to Czech law provided that information highlighted in yellow was redacted.

(VIII) 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. Standard Terms and Conditions**

In the event of any conflict or inconsistency between the Specific Terms stipulated above and the Standard Terms and Conditions as attached hereto and incorporated into this Agreement by this reference, the Specific Terms will prevail unless expressly stated herein.

All Annexes mentioned in the Specific Terms are hereby incorporated and shall be considered as integral part of this Agreement.



# Standard Terms and Conditions

## 1. Definitions and Exploitation Requirements

### 1.1 Linear Television

- 1.1.1 "Television Right"** means the right to make the Program/s accessible to the public in the Licensed Language Version through linear television transmission terrestrially, via cable and/or satellite in digital and analogue form and by means of linear IP- (Internet Protocol-) transmission in the Licence Territory.
- 1.1.2 "Free-Television"** means unencrypted linear Television whereby the viewer does not pay a separate charge for the access to the Program/s. Charges for basic television services such as statutory fees or cable operator's fees shall not be considered as a separate charge for the purposes of this definition.
- 1.1.3 "Pay-Television"** means encrypted linear Television whereby the viewer pays a separate charge for the access to the Program/s other than charges for basic television services such as statutory fees or cable operator's fees.

### 1.2 Catch-up

- 1.2.1 "Free-Television Catch-up Right"** means the right to make available the Program/s to the public in such a way that members of the public may access the Program/s at a time and a place individually chosen by them within the finite period after the Free-Television transmission as defined in the Specific Terms, provided that the end user is not able to copy, store or otherwise download the Program/s (other than temporarily in a cache).
- 1.2.2 "Pay-Television Catch-up Right"** means the right to make available the Program/s in such a way that only Subscribers of the linear Pay-Television Service may access the Program/s at a time and a place individually chosen by them without charging a separate fee in addition to subscriber fees for the Pay Television Service within the finite period after the Pay Television transmission as defined in the Specific Terms, provided that the end user is not able to copy, store or otherwise download the Program/s (other than temporarily in a cache).
- 1.2.3 "Rolling Five"** means a Catch-Up-exploitation
- (i) with no more than the five (5) most recently aired episodes of the Program/s hereunder available at any one time and
  - (ii) which does not permit any episode of the Program/s to be replaced or changed for any reason more frequently than every seven (7) days and
  - (iii) which does not permit the five (5) most recently aired episodes to be replaced or changed more frequently than every thirty (30) days.

### 1.3 Video-on-Demand (VoD)

- 1.3.1 "Video-on-Demand Right"** means the right to make available the Program/s to the public in such a way that members of the public may access the Program/s at a time and a place individually chosen by them.
- 1.3.2 "Free-Video-on-Demand"** means a VoD-service where the end user is not charged a separate fee for having access to the Program/s. Charges paid to access the internet or any other network carrying such VoD-service shall not be considered as a separate charge for the purposes of this clause.
- 1.3.3 "Pay-Video-on-Demand"** means a VoD-service where the end user is charged a separate fee for having access to the Program/s other than charges paid to access the internet or any other network carrying such VoD-service.
- 1.3.4 "Transactional"** means making available the Program/s on a Pay-VoD-basis upon payment of a separate per-exhibition-fee per Program.
- 1.3.5 "Subscription"** means making available the Program/s on a Pay-VoD-basis as component of a comprehensive program package (e.g. defined by content category) upon payment of a periodic subscriber fee for having access to such package.
- 1.3.6 "Streaming"** means making available the Program/s on a VoD-basis whereby the end user is not able to copy, store or otherwise download the Program/s (other than temporarily in a cache).

- 1.3.7 "**Download-to-view**" means making available the Program on a VoD-basis whereby the end user is enabled to retain a copy of the Program/s for viewing during a finite, pre-determined period only.
- 1.3.8 "**Download-to-own**" means making available the Program/s on a Free- and/or Subscription-VoD-basis whereby the end user is enabled to retain a permanent copy of the Program/s for an indefinite period.
- 1.3.9 "**Electronic Sell-Through**" means making available the Program/s on a Transactional-VoD-basis whereby the end user is enabled to retain a permanent copy of the Program for viewing during an indefinite period.

#### 1.4 Videogram Rights

- 1.4.1 "**Videogram Rights**" means the right to manufacture, reproduce and exploit (via sale or rental), physical Videograms incorporating the Program/s and the right to distribute and/or authorise others to distribute the Program/s through any distribution channels for purposes of private playback, but expressly excluding Covermount- and/or Kiosk-distribution.

Any interactive non-linear exploitations (including but not limited to DVD- or CD-ROM and CD-I) and any VoD- or Electronic-Sell-Through-exploitations are expressly excluded.

- 1.4.2 "**Covermount-/Kiosk-exploitation**" means the sale of the Program/s packaged as a Videogram together with a magazine/newspaper through kiosks and/or subscription holders of the magazine/newspapers, such that the customer receives the Videogram at the same time as purchasing the magazine/newspaper.
- 1.4.3 In case Licensee shall be entitled to distribute a **multilingual Videogram** (i.e. including the local language version and original version) Licensee shall procure that
- (i) each Videogram commences with the local language version and the original version of the Program/s, if used, must be a so called "additional feature" to such Videogram and not the primary default language thereof; and
  - (ii) all Videograms are encoded with the applicable Regional Playback Control only; and
  - (iii) all exterior packaging, labeling and menu of the Videogram is in the local language.
- 1.4.4 All advertising and promotion for the Program/s and the packaging and label for and the audiovisual carrier of each copy of the Program/s shall contain the **logo and the appropriate trademark/service mark information** supplied by Licensor, including any credits supplied by Licensor and the appropriate copyright information supplied by Licensor.
- 1.4.5 Licensee shall submit **cover and/or jacket-design and/or any other artwork** for Licensor's prior written approval.
- 1.4.6 Licensee shall be entitled to sell remaining stocks of the Videograms for a **non-exclusive period of three (3) months (Sell-Off Period)** following expiration of the Agreement.
- 1.4.7 Licensee shall not **package or "couple"**, and shall not promote or advertise the Program/s with video or other material not licensed hereunder without the prior written approval of Licensor; provided however that listings in Licensee's catalogues shall not require Licensor's approval.
- 1.4.8 Licensee shall provide Licensor with **five (5) sample copies** of the Videograms free of charge.



## **2. Scope of rights licensed to Licensee**

- 2.1** Subject to full performance by Licensee of its payment obligations regarding the Licence Fee and – if applicable – the Minimum Guarantee under this Agreement, Licensor licenses to Licensee the rights stipulated in the Specific Terms as well as the following Ancillary rights (altogether “Licensed Rights”) whereas all Licensed Rights are limited to the Licence Territory and the Licence Term as detailed in the Specific Terms.
- 2.2** With regard to any exploitation of the rights granted hereunder by means of IP, Licensee shall ensure that the territorial limitation is secured by geo-location systems preventing end users from outside the territory from accessing the Program.
- 2.3** Unless otherwise stipulated in the Specific Terms Licensor licenses to Licensee the following non-exclusive Ancillary Rights:

The right

- (i) to edit the Program/s at Licensees cost within the limit of moral rights by making minor cuts and deletions in order to meet reasonable and customary broadcast time segment requirements as well as may be necessary due to governmental censorship requirements or government orders. In any case Licensee is not allowed to remove the copyright notice(s) and the opening and end credits of the Program/s.
  - (ii) to dub the Program/s (but for the avoidance of doubt not the lyrics and recording of the underlying music) at Licensee’s cost within the limits of moral Rights in the Licensed Language version, whereas the translated dialogue and version shall have the same meaning as the dialogue in the Delivered Language Version.
  - (iii) to use excerpts up to three (3) minutes in length per Program as well as the right to communicate such excerpts to the public in the internet for program announcement and promotion of the respective Program/s and/or Licensee’s broadcasting only, whereas any third party materials contained in the Program/s shall be excluded from such use. Further the Licensee is authorized to include crawling messages during the broadcast of the Program.
- 2.4** The Licence Term will cease automatically with regard to
- (i) Television Rights immediately upon the last permitted broadcast under this Agreement;
  - (ii) Videogram Rights, if the Videograms are out of stock or no longer available to customers (immediately to be notified to Licensor) and – despite Licensor’s order – Licensee decides not to re-release such Videograms within 6 months.
- 2.5** Upon expiry of the Licence Term all Licensed Rights automatically revert to Licensor.

## **3. Sublicensing**

- 3.1** Unless expressly approved in the Specific Terms, Licensee shall not be entitled to sublicense, assign and/or transfer any of the Licensed Rights and other rights under this Agreement to third parties.
- 3.2** If Licensee is allowed to sublicense any of the Licensed Rights or parts thereof according to the Specific Terms Licensee shall
- (i) be required to impose to the sub-licensee/s all obligations, limitations (e.g. but not limited to any limitations regarding the Scope of Rights granted to Licensee) and all other conditions under this Agreement. However, Licensee will remain fully responsible and liable towards Licensor for the full performance of all of its obligations under this Agreement. Nevertheless Licensee warrants to Licensor the compliance by sub-licensee/s with the provisions of this Agreement and shall fully indemnify Licensor in this respect; and
  - (ii) as of now and to the final invoice amount assign to Licensor all claims against its sub-licensee/s or against third parties that accrue to it from such sublicense in order to provide security for Licensor’s claims. Licensee shall remain authorized to collect such sums due after assignment of the respective claim. The authority of Licensor to collect such sums due by itself shall not be affected thereby.

#### **4. Collecting Societies**

- 4.1** Any and all rights and claims administered by collecting societies in the Licence Territory shall be excluded from the grant of rights. Licensee will clear these claims and/or rights at its own costs and will indemnify Licensor against all third party claims regarding these rights.
- 4.2** Licensee is obliged to specify to the collecting societies in charge for the Licence Territory the title of the Program/s used in the Territory, the original title (in the case of series or mini-series the title of the series / mini-series and the titles of each individual episode) and the ZDF program ID - if the Program/s are ZDF Production/s.
- 4.3** All amounts collected by any author's rights organization, performing rights society or governmental agency which are payable to authors, producers or licensees and which arise from royalties, compulsory licenses, cable retransmission income, exhibition surcharges or the like, will, as between Licensor and Licensee, be Licensor's. By way of illustration but not limitation, this will apply to such amounts arising from theatrical exhibition of the program, from any tax or royalty payable with regard to the sale of blank Audio- or Videograms, or the sale or rental of VCRs and other hardware, from royalties collected by AGICOA and from collections by music performing or mechanical rights societies. Licensor has the sole right to apply for and collect all these amounts. If any of them are paid to Licensee, then Licensee, without any deduction from the full amount received, will immediately remit them to Licensor with an appropriate statement identifying the payment and evidence of Licensee's receipt of such funds thereof.

#### **5. Rights reserved by Licensor**

- 5.1** Any and all rights in the Program/s not expressly licensed to Licensee under this Agreement are reserved by Licensor. Licensor remains exclusively entitled to exploit the Program/s also in the Licence Territory during the Licence Term without any restriction in all media and all rights not exclusively licensed to Licensee.
- 5.2** Expressly reserved by Licensor is further the exploitation of all language versions including the Licensed Language Version (to the extent not exclusively licensed to Licensee) in the Licensed Territory in all media concurrently with the Licence herein granted to Licensee without limitation and restriction whatsoever.
- 5.3** Licensor remains exclusively entitled to exploit excerpts and/or elements of the Program/s unlimited in length in all languages in all media in the Licensed Territory during the Licensed Term.
- 5.4** For the avoidance of doubt, Licensor grants no holdback to Licensee against any exploitation of any Related Program/s (e.g. subsequent series, sequels, prequels, remakes, spin-offs and the like).

#### **6. Notifications by Licensee**

- 6.1** Upon request – the Licensee shall inform Licensor in writing of the transmission date and the territory of the transmission. After the respective broadcast Licensee shall inform Licensor in writing of audience ratings / quotas, market shares and press reactions.
- 6.2** Further Licensee shall provide Licensor with written sales reports detailing sales figures/data regarding individual demands (e.g. in connection with VoD-exploitation) and financial details of Videogram sales to the extent Licensee have been licensed the according rights pursuant to the Specific Terms.
- 6.3** If Licensee has obtained a content advisory rating (movie/film rating) as provided by any appropriate content classification body in the Licence Territory, Licensee shall inform Licensor in writing immediately after the classification is known to Licensee."

## **7. General Payment Terms**

- 7.1** Licensee shall be sole responsible for compliance with foreign exchange regulations in payment transactions with Licensor.
- 7.2** Any costs incurred to Licensor in the course of the execution and the performance of this Agreement due to any legal or official requirements of the country in which Licensee is based or in which Licensee intends to exploit the contractual rights (e.g. costs for notary public), are to be borne by Licensee.
- 7.3** If the payment of the Licence Fee and/or the Minimum Guarantee and/or any royalties or revenues (altogether "outstanding amounts") becomes due
- (i) before commencement of the Licence Term, the grant of right comes into force under the condition precedent of timely and complete payment of the outstanding amounts.
  - (ii) after commencement of the Licence Term, the grant of right comes into force under the condition subsequent of timely and complete payment of the outstanding amounts.
- 7.4** Licensee agrees to pay the outstanding amounts whether or not any Program is exploited by Licensee without deductions, set-offs, counter-claims or other forms of offsets, credits and pleas that Licensee may have or claim to have against Licensor under law, this agreement or any other agreement between Licensor and Licensee.
- 7.5** In case Licensor is charged with any form of withholding tax, Licensee shall assist Licensor in obtaining an exemption certificate within the scope of the applicable Double Taxation Conventions and shall obtain Licensor's written notice that Licensor cannot provide the appropriate tax exemption documentation before arrangement of any payments subject to withholding tax.
- 7.6** Time is of the essence in performance of the Licensee's payment obligations hereunder. Any payment made later than due shall bear interest
- (i) amounting to the equivalent of the interest rate paid by Licensor to its creditors, but in no event less than
  - (ii) the rate of eight (8) percentage points above the base interest rate charged from time to time by the European Central Bank, computed by the original due date until paid;
- provided however that if the rate is in excess of the maximum permitted by German law, then the rate shall be the rate permitted by said law.
- 7.7** Acceptance of any payment by Licensor after its due date shall not constitute a waiver by Licensor of any other of its rights hereunder and by law.
- 7.8** With regard to all outstanding amounts Licensee is debtor of the incurring VAT (such VAT not deductible from any amounts payable) at Licensee's registered office. The outstanding amounts are not subject to VAT at the registered office of the Licensor.

## **8. Auditing**

- 8.1** Licensee shall keep the account records, reports and auxiliary data separate and in a careful manner in order to enable audit of income generated by Licensee's distribution measures in the Licence Territory and shall permit a representative of Licensor to audit and copy account records, reports, and supporting data at Licensee's headquarters during regular office hours, after providing adequate advance notice.
- 8.2** Such audits shall take place at the costs of the Licensor, except in cases in which the audit or inspection of records determines that the amount that should have been paid to Licensor by Licensee under audit is at least five (5) % greater than the amount actually paid.  
In such a case, Licensee shall pay to Licensor the respective costs of the audit or inspection of records within ten (10) business days after having received a respective invoice.

## 9. Material and Delivery

- 9.1 Licensee shall bear the costs for material, copying and delivery of the Delivery Materials to Licensee upon receipt of a separate invoice by Licensor.
- 9.2 If the Delivery Materials have been delivered **against lab costs** to remain with Licensee for the duration of the Licence Term, Licensee shall either destroy the Delivery Materials or return it to Licensor at Licensees costs after expiry of the Licence Term.
- 9.3 If the Delivery Materials have been delivered **on a loan basis**, Licensee shall return them to Licensor at Licensee's costs at its earliest convenience but no later than at the end of the loan period defined in the Specific Terms. If Licensor does not receive the Delivery Materials after expiry of the loan period, Licensee shall immediately pay the costs for the production of substitute material equal to the material originally provided by Licensor. The same applies if Licensee has returned defective Delivery Materials to Licensor.
- 9.4 Licensee shall not be entitled to archive the Delivery Materials after the end of the Licence Term. Upon expiry of the Licence Term or termination of this agreement, Licensee immediately shall at Licensor's sole discretion either return to Licensor or destroy all Delivery Materials. If Licensee destroys the Delivery Materials he shall supply documented evidence of the destruction to Licensor not later than seven (7) days after the expiry of the Licence Term.
- 9.5 Licensee undertakes to technically examine all Delivery Materials promptly after receipt and shall further examine whether the Delivery Materials are complete. Licensee shall notify Licensor immediately if delivery items are missing. Licensee shall further inform Licensor about its acceptance of the Delivery Materials in writing. Should the Delivery Materials have defects, Licensee shall notify Licensor thereof promptly – specifying the details of the defect in writing by providing a detailed technical report. In case of delivery of defective material and subject to Licensee's timely written notification of the defect to Licensor, Licensee shall be entitled to demand the delivery of substitute material from Licensor.
- 9.6 The Delivery Materials will be deemed accepted unless detailed written notification to the contrary is given to Licensor within thirty (30) days after delivery. Further the Delivery Materials will be deemed to be complete if Licensee has not informed Licensor in writing about the missing items within the before mentioned 30-day period.
- 9.7 Any exploitation of the Program/s shall be considered as acceptance of the Delivery Materials.
- 9.8 The audiovisual carrier of any Program/s shall be delivered in a technical quality which complies with ZDF's technical guidelines valid in the year of production of the respective Program/s if the Program has been produced by ZDF. These technical guidelines are known to Licensee. Deviations between the technical standards of Licensee and ZDF's technical guidelines do not constitute a technical defect. In case Program/s shall be delivered which have not been produced by ZDF, the technical guidelines of the European Broadcasting Union (EBU) shall apply, unless otherwise advised by Licensor.

## 10. Licensor's Access to Language and edited Version/s

In the event Licensee is allowed to create language version/s and/or edited version/s of the Program/s in accordance with this Agreement, Licensee grants to Licensor free access to these versions. Commencing upon completion of said version/s by Licensee, Licensee grants to Licensor free of charge the exclusive right to exploit such version/s worldwide in perpetuity for/in any and all media without restriction but to the extent these rights are not required by Licensee for its own exploitation of the Program pursuant to this Agreement. Upon request of Licensor Licensee delivers to Licensor within two (2) weeks after request a master of the requested version in broadcast quality according to EBU technical guidelines as well as all required accompanying material (such as music cue sheets, postproduction sheets etc.) free of charge – subject only to reimbursement for transport and copying costs.

## **11. Warranty and Indemnification**

- 11.1** Licensor represents and warrants the continued existence of all Licensed Rights being subject-matter of this Agreement for the duration of the Licence Term and in so far agrees to indemnify the Licensee against all third party claims raised against Licensee. However, Licensor does not guarantee the clearance of the name of the title/s of the Program/s.
- 11.2** Licensee undertakes to inform Licensor of any third party claim without delay. Licensee shall be required to support Licensor appropriately in defeating such claim or action.
- 11.3** Licensee shall be liable to Licensor for any abusive or excessive use of the Licensed Rights and/or of the Delivery Materials and/or for the non-observance of all obligations stated hereunder, and shall indemnify Licensor against all claims arising from such exploitation and/or non-observance. Such indemnity shall cover all costs of any legal defence that may become necessary. Licensee shall be required to make and cause to be made every effort necessary to defeat such third party claims. Notwithstanding the foregoing, Licensor shall be entitled but not required to take appropriate steps itself to defeat such claims.

## **12. Withdrawal of Licensed Program/s**

- 12.1** Licensor may, in its sole discretion, withdraw any Program licensed hereunder, if Licensor determines that
- (i) the telecasting or other exploitation of the Program/s would or might (a) infringe upon the rights of others; (b) violate any law, court order, government regulation or other ruling of any governmental agency; (c) subject Licensor to any liability; or
  - (ii) the existing master material of the Program/s is unsuitable for the making of a videotape copy.
- 12.2** In this case Licensor in its sole discretion is entitled to
- (i) furnish Licensee with adequate substitute program/s for the duration of the remaining Licence Term or
  - (ii) reduce or – in case payments (e.g. Licence Fee/Minimum Guarantee) required by Licensee hereunder have already been made – to refund the respective payment on a pro rata basis by taking into account the exploitations already conducted by Licensee.
- 12.3** Licensee hereby waives the right to any and all further claims or remedies in this context.

## **13. Damage Claims / Termination of the Agreement**

- 13.1** Licensor may terminate this Agreement without further notice to Licensee, if Licensee is in arrears or breaches this Agreement in any other way, and such breach is not healed within 15 calendar days after Licensor's written notice.
- 13.2** A default and/or breach of any other contractual relationship between the contracting parties shall, at Licensor's election, also be deemed a default and/or breach under this Agreement and Licensor may in addition to all and any rights it may have under such other contractual relationship and/or under law terminate this Agreement in accordance with the foregoing.
- 13.3** If Licensor is in default or delay or does not adequately perform its contractual obligations due, Licensee shall not be entitled to claim for damages in lieu of performance or to terminate this Agreement unless Licensee first furnishes Licensor with a written notice specifying an adequate time period (not less than 15 calendar days) until the end of which the default shall be healed and stating that Licensee will refuse acceptance of the performance upon fruitless expiry of the time period. If the time period expires without the default being healed, Licensee is no longer entitled to demand performance. Licensee shall not be entitled to claim damages, unless Licensee can prove Licensor's culpable negligence or intent. In the case of defect of title the stipulations of clause 11.1 shall prevail to the foregoing.

- 13.4 Licensor is entitled to terminate this Agreement without previous notice, if – before insolvency proceedings are applied for or instituted against the assets of Licensee - Licensee's financial circumstances aggravate after this Agreement comes into effect to the extent that Licensor's claims are at risk. In particular Licensee's inability to perform is deemed evidential for an aggravation of its financial circumstances.
- 13.5 The exercise of the foregoing rights shall be without prejudice to any other rights which one party may have against the other party hereunder.
- 13.6 Upon termination of the Agreement for whatever reason all rights of Licensee under this Agreement shall cease. Upon receipt of the written notice of termination, the Licensed Rights shall automatically revert to Licensor, including any rights that Licensee has retransferred to any third parties.

#### **14. Miscellaneous**

- 14.1 Licensee shall keep confidential and shall not disclose to any other person or entity other than to its officers and employees, or to its respective lawyers and accountants on a must-know basis, the material terms and provisions of this Agreement except as may be required in connection with judicial or official filings or except as may be required under applicable law.
- 14.2 Licensee is not entitled to transfer or assign any contractual rights or obligations and/or the entire Agreement to third parties without Licensor's prior written consent, such consent not unreasonably being withheld. In any case Licensor hereby reserves all rights of offset, counterclaim or any other plea or defence which may have occurred against Licensee hereunder prior to or after such assignment, all of which may be asserted against the new creditor. The provisions of § 354a HGB remain unaffected.
- 14.3 This Agreement represents the entire understanding on the subject matter of this Agreement and supersedes all prior understandings between the parties hereto relating to the subject matter herein. There are no oral supplements to this Agreement.
- 14.4 Conclusion, modifications, amendments and cancellation of this Agreement shall be made in writing. This also applies for the cancellation of this provision. "In writing" for purposes of this Agreement shall mean that the parties shall exchange at least a scan of the complete Agreement with handwritten signatures by means of telecommunication. Notwithstanding the foregoing, each party remains entitled to request a hardcopy of the original Agreement with handwritten signatures at any time, even after conclusion of this Agreement.
- 14.5 The invalidity of individual provisions shall not affect the other provisions of this Agreement, which shall remain in full force and effect. The parties shall replace such an invalid provision in each case by a provision which corresponds to the purpose of the invalid provision and which is feasible.
- 14.6 If any provision of this Agreement turns out to be incomplete, the parties shall agree upon a provision which in conformity with substance and purpose of this Agreement would have been agreed upon if the parties had originally been aware of the incompleteness.
- 14.7 Unless expressly approved otherwise by Licensor in writing, standard terms and conditions of Licensee are not applicable hereunder.
- 14.8 Place of performance is Mainz, Germany.
- 14.9 This Agreement and all rights and obligations of the parties will be exclusively governed by, and construed and interpreted in accordance with the laws of the Federal Republic of Germany, including all matters of enforcement, validity and performance without application of the conflict-of-law rules thereof and excluding the CISG.

14.10 The exclusive place of jurisdiction for all claims arising out or in connection with this Agreement shall be Mainz, Germany. In addition, Licensor shall be entitled to institute any litigation, action or proceeding at the competent courts at the registered office of Licensee.

Mainz

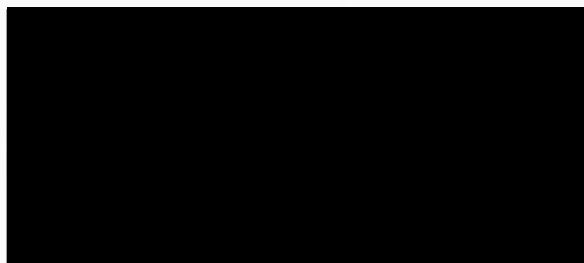
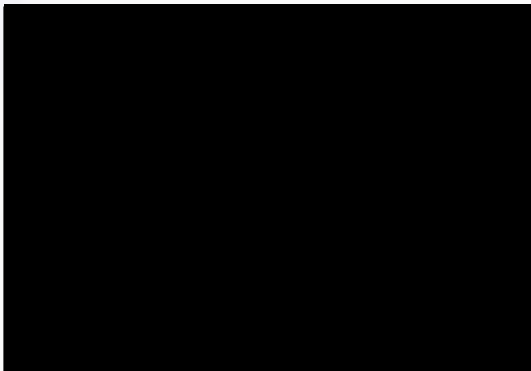
13.12.2019

Prague

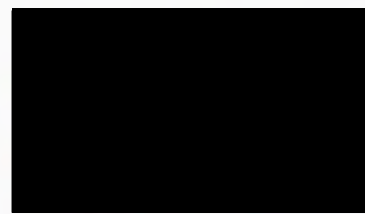
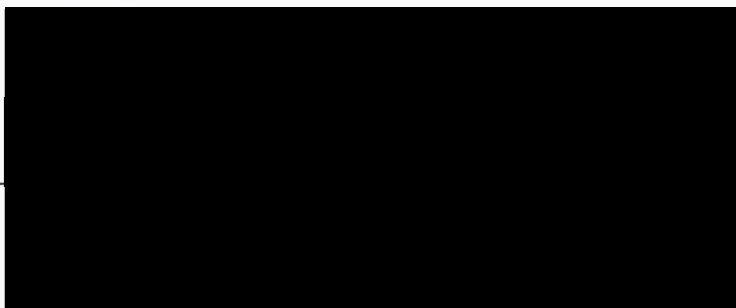
6/12 19

ZDF Enterprises GmbH

Ceska televize



Petr Dvořák, General Director



Annex - 1

Program No.	Working Title	Format	ZDFE ID	License Term	Runs	Re-runs	Licensed Language Version	Language Version to be Delivered	Material to be delivered (s. annex - 2)	Lab Costs (EURO)	License Fee (EURO)
	ZDFE.junior										
1											
2											
3											
4											
5											
6											
7											
8											
	<b>Total (EURO):</b>									1.980,00	70.248,00

\*) Episodes 1 and 2 are combined into 1 double episode.



**Annex - 2****Standard HD-File Specifications – ProRes HQ 422****General**

Clean-Feeds	As separate file
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**Container**

Essenz container	Quicktime
File suffix	mov

**Video essence**

Video coding	ProRes (HQ)
Video data rate	target data rate (usually between 150-240 MBit/s)
Frame rate	usually 25i or 25p
Resolution	1920x1080
Aspect Ratio	16:9
Field dominance	Interlaced (top field first, bottom field first) or progressive
Chroma subsampling	4:2:2
Video signal compliance	ITU-R BT.709
Timecode typ	non-drop frame

**Audio essence**

Audio coding	PCM (Little Endian)
Loudness	EBU R 128
Bit depth	24bit
Sampling rate	48kHz