

TELEVISION AGREEMENT

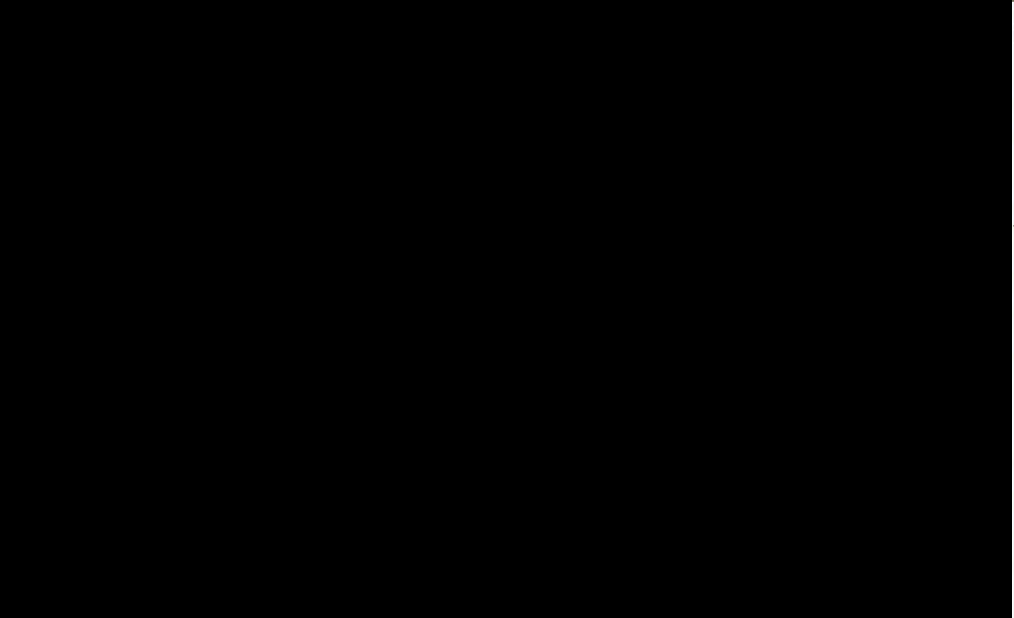
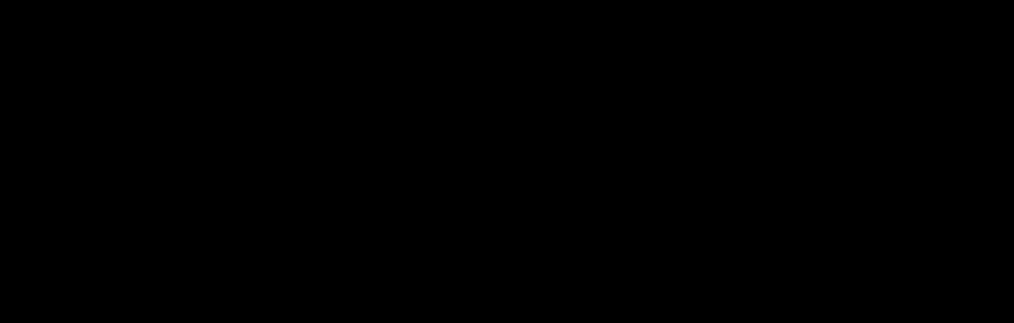

THIS AGREEMENT is made the 17th day of December 2019

This agreement ("**Agreement**") shall consist of the below Key Terms and Standard Terms and Conditions attached hereto. In the event of a conflict between these Key Terms and the "Standard Terms and Conditions" then these "Key Terms" shall prevail.

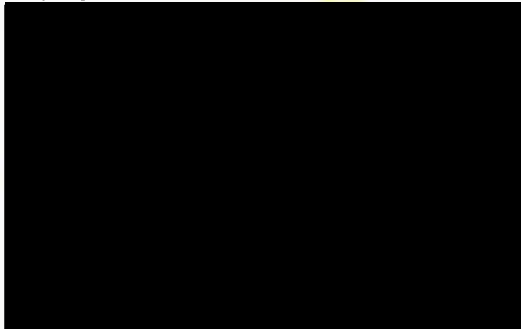
Capitalised words and phrases not defined in the Key Terms shall have the meanings as set out in clause 1 of the Standard Terms and Conditions.

KEY TERMS

1. Licensor:	ITF LICENSING (UK) LIMITED Bank Lane Roehampton London SW18 5QS United Kingdom
2. Licensee:	CESKA TELEVIZE Kavci hory CZ-140 70 Prague 4 Czech Republic Company ID: 00027383 VAT CZ00027383
3. Event(s):	[REDACTED]
4. Territory:	Czech Republic only
5. Term:	Notwithstanding the date of this Agreement, this Agreement shall be deemed to have taken effect from [REDACTED] (inclusive)
6. Authorised Language(s):	Czech only
7. Transmission Rights:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] Unless otherwise approved by Licensor (not to be unreasonably withheld), Licensee shall not exhibit the Feed on a live basis via social media websites and/or apps.

8. Exclusivity:	 <p>For the avoidance of doubt, the Overspill of other licensed broadcasters transmissions into the Territory and/or their unauthorised relay, if any, shall not constitute a breach of this Agreement.</p>
9. Minimum Coverage:	
10. Licence Fee	<p>In consideration for the rights granted herein, the Licensee shall pay to Licensor the following fees in accordance with the Standard Terms and Conditions in full within thirty (30) days of receipt of a relevant invoice (for relevant tie) in relation thereto;</p> 
11. Special Conditions	<ol style="list-style-type: none"> 1. Licensee shall host broadcast all of the Events taking place in the Territory in accordance with Event host broadcaster manual. 2. In the event that during the Term the format of the Fed Cup materially changes, the parties agree to discuss in good faith the implications of any such changes and possible adjustments to this Agreement to reflect. If the parties fail to agree the necessary adjustments to this Agreement having negotiated in good faith, within 60 days of commencing negotiations then either party shall have the right to terminate this agreement upon notice in writing to Licensor.

In witness thereof, the duly authorised representatives of the parties have executed this Agreement by signing below.



Signed by a duly authorised officer
for and



Name: JIEI POMIKELSKY

Title:

Date: 13/12/2019

Date:

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

In the context of this Agreement, the words and phrases below shall have the following meanings:

Betting Streaming Rights	mean the right to transmit and/or make available any Feed live via dedicated betting and gaming digital services, including websites and applications, for betting purposes
Broadcast Enhancement Facilities	mean additional services or facilities provided to Licensor's third party licensees by separate agreement with the relevant host broadcaster such as commentary and camera positions
Credits	mean the credits in relation to the Transmission Rights, including any copyright or similar notices
Data Rights	mean the right to collect, collate, extract from the Feed and/or otherwise to use and/or to commercially exploit any data or other information relating to the Events save as maybe integral to the exploitation of, and incorporated in, the Transmission Rights
Equipment	means the host broadcaster's cameras, cables, OB units and all other items of equipment necessary for the performance of the role of host broadcaster
Event Sponsors/Official Suppliers	mean those companies including, but not limited to the Title Sponsor as hereinafter defined, who have been appointed as sponsors of or as suppliers to the Events or any of them as notified by Licensor Licensee
Event Title	means the title to each Event as designated by Licensor and notified by Licensor to Licensee

Exclusive	means, in respect of any right(s) described as the same, Licensor shall not itself transmit or make available and/or grant to any third party the right to transmit or make available the same or equivalent right(s) save as expressly permitted in this Agreement
Feed	means a live television signal and/or tape delay of the Event(s) which shall be provided by the host broadcaster
Fixed Media Rights	mean all rights to exhibit, exploit and/or distribute any audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including the Feed) of, and/or relating to, any of the Events (or any part thereof) by means of any magnetic, electronic or digital storage device including, without limitation, DVD, Blu-Ray Disc, HD-DVD and CD.
Force Majeure Event	means any event which is recognized as having the characteristics of Force Majeure and more generally any event affecting performance of any party's obligations under this Agreement arising from or attributable to acts, events, omissions or accidents which are not reasonably foreseeable by, and which are beyond the reasonable control of, a party to this Agreement including, without limitation, any abnormally inclement weather, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, satellite or other communications links or technical failure, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion, any applicable law and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority and any editorial decision by a host broadcaster of a match to interrupt or abandon coverage of the match (with the result that the Feed of that match is not, or ceases to be available) due to any event of national or international importance
Free	means the provision to viewers of programming, free of any fee or charge whatsoever save for any statutory licence fees for the right to install and/or use equipment for reception of that programming and a "basic-tier" platform access fee – such basic tier platform access fee being a fee payable not for subscription to specific channels or programming but the minimum fee payable by a viewer of a platform in order to receive and/or use the minimum equipment necessary to access such platform
Host Broadcaster Manual	means the manual attached hereto as Appendix 1 which expressly forms part of this Agreement
In-Flight Rights	means: <ul style="list-style-type: none"> (i) all rights to transmit and/or exhibit, by means of any media whatsoever, any audio-only, still or moving

	<p>visual-only, audiovisual, data and/or textual material of, and/or relating to, any of the Events, whether on a live basis or otherwise, for reception and/or exhibition by means of any in-flight entertainment system aboard any aircraft anywhere in the world; and</p> <p>(ii) all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition.</p>
In-Ship Rights	<p>means:</p> <p>(i) all rights to transmit and/or exhibit, by means of any media whatsoever any audio-only, still or moving visual-only, audiovisual, data and/or textual material of, and/or relating to, any of the Events, whether on a live basis or otherwise, for reception and/or exhibition on any ship when in international waters, namely the open oceans, seas, and waters of the world that are (i) outside the territorial waters of any nation, (ii) outside of any national jurisdiction and (iii) deemed as such in accordance with international maritime law; and</p> <p>(ii) all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition.</p>
Library Rights	mean the right of Licensor to licence exhibitions of extracts of the Feeds by means of the Transmission Rights within the Territory on a delayed basis to broadcasters other than Licensee
Marks	mean the characters and emblems controlled by Licensor details of which are to be provided by Licensor to Licensee
News Coverage	means the right for media approved by or on behalf of Licensor to access the Feeds for the purpose of producing bona fide news coverage of the Events for use in regularly scheduled news bulletins, so-called sports shows and similar programmes whether on a national or regional basis which may be exhibited within the Territory
Non-Exclusive	means, in respect of any right(s) described as the same, Licensor shall itself be entitled to transmit or make available and/or grant to any third party the right to transmit or make available the same or equivalent right(s)
Official Film Rights	means all rights to create, produce and/or transmit (in any media whatsoever including, without limitation, theatrical release and fixed media storage devices such as DVD and CD-ROM) any

	feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by Licensor and/or any of the Events.
Overspill	means the unavoidable reception in the Territory of transmissions of the Events made by another licensee intended for reception outside the Territory but which due to the nature of broadcast signals and/or compliance with applicable laws may be received in the Territory
Pan-Regional Satellite Rights	mean the right to exhibit the Feeds on pan-regional satellite and/or satellite to cable networks part of whose footprint may incorporate the Territory or part thereof
Portability Regulation	means the Regulation (EU) 2017/1128 of the European Parliament and of the Council of 14 June 2017 on the cross-border portability of online content services in the internal market (as amended or updated)
Proprietary Interests	mean, without being limited thereto, copyright and analogous rights, Data Rights, moral rights, performing rights, personality rights and title to any physical material comprising the Transmission Rights
POT	means the Venue or such other point as may be agreed by the host broadcaster and Licensor for delivery of the live television signal comprising the Feed
Public Exhibition Rights	mean: (i) all rights to transmit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including, without limitation, the Feed) of, and/or relating to, any of the Events (or any part thereof) for exhibition to, and viewing by, an audience by means of any television set, computer, mobile and/or radio receiver located anywhere in cinemas, bars, restaurants, stadia, offices, construction sites, oil rigs, buses, trains, educational establishments, hospitals and any other place other than a private dwelling; and (ii) all rights to organise and stage any event whereat an audience may view such transmission(s) (whether or not such viewing is open to the general public of otherwise); and (iii) all rights to exploit any and all commercial opportunities (including, without limitation and for example, entrance fees, sponsorship, merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, such events, transmission and/or viewing. For the avoidance of any doubt, Public Exhibition Rights include In-Flight Rights and In-Ship Rights.
Radio Rights	mean, (i) the right to transmit the Feed on a live, delayed and repeat basis as part of, and for inclusion in, any audio-only (radio) service or programme for intelligible reception by means of home and personal radio receivers (including via mobile and/or internet)

	only and (ii) all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and airtime opportunities) arising from, and/or in connection with, each such transmission.
Title Sponsor	means such entity appointed as title sponsor of an Event as notified by Licensor to Licensee
Venue	means the locations within the control of Licensor where the Events are to be held

2. RIGHTS AS LICENSED BROADCASTER

- 2.1 Licensor hereby grants to Licensee the Transmission Rights in the Authorised Languages within the Territory during the Term.
- 2.2 In respect of Events taking place outside the Territory it shall be the responsibility of Licensee to liaise directly with Licensor /the host broadcaster thereof in regard to obtaining access to the Feeds and in regard to supplementing the Feeds by means of Broadcast Enhancement Facilities where available. Access to the Feeds will be provided free of charge to Licensee at the POT. In the event that the Licensee requires access to the Feeds via any other means, Licensor shall provide or arrange such access through a third party and the Licensee shall pay any and all technical costs relating thereto. Broadcast Enhancement Facilities shall be provided if so desired and available on terms to be agreed between Licensee and the host broadcaster.
- 2.3 All technical costs incurred by the host broadcaster, and/or Licensor associated with delivery of the Feed for live transmission and/or by means of tape delay shall be met by Licensee and shall be payable no later than thirty (30) days following receipt of an invoice.
- 2.4 Licensor shall have the exclusive right to modify the Feed by means of so-called electronic insertion technology (e.g. Supponor) and Licensee will exhibit same in accordance with the terms hereof provided only that no such modification will cause Licensee to breach its prevailing broadcast regulations, copies of which will be supplied to Licensor upon request.
- 2.5 The Licensee shall ensure that its exploitation of any part of the Feed pursuant to this Agreement by means of:
- 2.5.1 analogue and/or digital terrestrial transmission use the Licensee's usual terrestrial transmission systems and that such transmissions do not overspill outside the Territory other than as a natural and necessary consequence of using such usual terrestrial transmission systems;
- 2.5.2 satellite delivery is encrypted using high-level conditional access technology whereby access to the relevant signal is dependent upon the use of receiving equipment which only decrypts the signal if the user of the equipment is individually and specifically authorised by Licensee to view the transmission and that no access is permitted to any persons outside of the Territory;

- 2.5.3 cable transmission is not receivable by persons outside the Territory and shall not enter into any arrangements for the carriage of the Channel on platforms (including the internet, cable platforms or mobile networks) outside of the Territory nor authorise any other retransmissions of the Feed (if applicable);
- 2.5.4 the internet uses the highest industry standard digital rights management technology and is geo-blocked with geo-filtering mechanisms that checks the customer is accessing the service from an IP address in the Territory and can be objectively demonstrated to be at least ninety-six percent (96%) effective; and
- 2.5.5 any mobile service is restricted at all times to users within the Territory (other than via industry-standard mobile phone roaming services).
- 2.6 To the extent that the Territory encompasses part, but not all of the European Union, it is acknowledged that:
- 2.6.1 in accordance with applicable law, residential subscriptions to any channel and/or service on which any part of the Feed is exploited pursuant to (i) this Agreement and (ii) any other agreement entered into by Licensor with third parties for the same or similar rights to those set out in this Agreement may be sold in order to enable viewing of such channels/services by means of satellite delivery in private residential premises inside the European Union, to any person resident in the European Union who approaches the Licensee (or any sub-licensee if applicable) and/or Licensor and requests such a residential satellite subscription ("**Passive Sales**") and the each party to this Agreement acknowledges and agrees that no such Passive Sales shall be a breach of the other party's obligations under this Agreement provided that such party does not actively market such opportunities to any person who is resident within the European Union and outside the Territory; and
- 2.6.2 the parties agree that compliance by any person with any Portability Regulation shall not constitute a breach of this Agreement. Any access to any part of the Feed or other audio, visual or audio-visual coverage of the Event(s) (and/or of any match in the Event(s)) provided by the Licensor (or any third party) within the Territory pursuant to the Portability Regulation shall be the minimum amount required by law and further shall be subject to market norms as specified by the Licensor in its discretion.
- 2.7 For the avoidance of doubt, any and all rights not expressly granted to the Licensee under this Agreement are reserved to and by Licensor and Licensor will be free to exercise and exploit the same (whether itself or by the grant of licences to third parties) within or outside the Territory without restriction.
- 2.8 The Licensee undertakes to Licensor that it shall promptly and fully observe and comply with all applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority within the Territory in relation to the rights granted hereunder and shall be solely responsible to the exclusion of Licensor for such compliance.

3. RIGHTS AND OBLIGATIONS OF LICENSEE AS HOST BROADCASTER

- 3.1 Licensor hereby appoints Licensee as host broadcaster in relation to the Events taking place within the Territory which appointment Licensee hereby accepts.
- 3.2 Licensor shall procure access for Licensee to the Venues where the Events are taking place without charge before, during and after the Event (at reasonable agreed times) for the purpose of Licensee performing its role as host broadcaster (e.g. site survey, installation, and removal of the Equipment, coverage of the Event).
- 3.3 Whilst every effort will be made by Licensor to assist Licensee with the installation and operation of the Equipment (in order to provide the very best level of television coverage and the best camera positions) it is acknowledged by Licensee that the installation and operation of the Equipment must not interfere unduly with the organisation of the Event and consultation should take place with Licensor as soon as practicable before the Event to ensure any disruption is minimised. Any displacement of seats or other facilities at the Venue which may reduce income available to Licensor and/or the event organiser, whether for the purpose of installing the Equipment or otherwise, may only be effected with the prior consent of Licensor.
- 3.4 Access aforesaid shall be given to accredited staff of Licensee who are necessary to perform their role as host broadcaster, together with reasonable access for vehicles.
- 3.5 Access shall be provided to services facilities or equipment already existing at the Venue which Licensor is able to make available, such as electricity and commentator positions. Where such services, facilities or equipment are not available without charge to Licensor, then Licensee shall meet the costs thereof.
- 3.6 Licensee shall be solely responsible for any damage, death or injury caused by its staff representatives or contractors whilst at the Venue and shall indemnify Licensor fully in that respect and further shall under the guidance of Licensor repair promptly any damage caused at the Venues by its staff representatives or contractors. In this regard, Licensee shall maintain, throughout the Term, adequate public liability and professional indemnity insurance to cover, inter alia, liabilities arising from, and/or in connection with, any Venue access by Licensee and all personnel thereof.
- 3.7 As host broadcaster, Licensee shall at its own cost produce the Feeds and provide those services to Licensor and its licensees in a manner customarily provided by a host broadcaster of a major international sports event at least to the level and standard set out in the Host Broadcaster Manual as attached at Appendix 1 hereto.
- 3.8 On request by Licensor, Licensee shall produce daily highlight edits of up to five (5) minutes per match and play these out at the end of each days play or the following morning before play begins via a unilateral satellite booking made by Licensor. These highlight edits should be taken from the clean feed and contain international sound only and basic score graphics.
- 3.9 Licensee shall provide the Feed at the POT or elsewhere as required by Licensor and/or the Host Broadcaster Manual, and be entitled to charge any and all third parties technical costs if the Feed has been provided anywhere other than the POT. Any Broadcast Enhancement Facilities provided to a third party for such purpose shall be provided where available to Licensor and/or any of Licensor's licensees at competitive rates not to exceed charges generally applying in the industry in accordance with a rate card agreed in advance with Licensor.

- 3.10 Licensor reserves the right to amend and/or add to such Host Broadcaster Manual from time to time without need for further formalities other than notifying the Licensee that the Host Broadcaster Manual has been updated. Licensor shall provide the Licensee with copies of such Host Broadcaster Manual as and when such documents are available.

4. LICENCE FEE

- 4.1 In consideration of the rights and licence granted herein, Licensee shall pay to Licensor to the designated bank of Licensor (as specified in the relevant invoice) the Licence Fee, in accordance with any payment schedule, plus VAT if applicable.
- 4.2 All amounts payable by Licensee are expressed as net amounts and shall be paid without any set-off, counterclaim, deduction or withholding. If any taxes (including any value added or withholding taxes), levies, expenses or other charges are payable in relation thereto then such amounts shall be increased (grossed-up) by such amounts as will lead to the agreed net amounts being received by Licensor.
- 4.3 In respect of payment obligations time shall be of the essence. In the event of non-payment by the dates set out above Licensor shall be entitled (but not obliged) without prejudice to any other rights or remedies it may have, including as set out in clause 4.4 below, to withhold access to the Feed pending remedy of the breach.
- 4.4 Licensor reserves the right to charge interest of two percent (2%) above the National Westminster Bank Plc base lending rate on any late payments from the date such payments were due, on an incremental basis for each day until the date of payment.
- 4.5 Licensor shall provide to the Licensee a valid confirmation of the UK residency of the Licensor issued by the appropriate Tax Authority of the UK on receipt of the same from the Tax Authority.

5. GENERAL UNDERTAKINGS OF LICENSEE

5.1

5.2

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- [REDACTED]
- 5.4 Save as otherwise set out in the Key Terms, Licensor confirms that Licensee may enter into programme sponsorship agreements in relation to the Transmission Rights provided that it complies with Clause 7 below. Licensee confirms that it shall not interrupt its transmission of live coverage of the Events (save that advertising spots may be broadcast during [REDACTED] [REDACTED] nor shall Licensee at any time during its transmission of coverage of the Events insert or incorporate on-screen verbal or visual commercial identification or commercial enhancements in particular but without limitation for any timing or computer company other than Licensor's official timing and/or computer companies save with the prior written consent of Licensor.

For the avoidance of doubt it is hereby expressly confirmed without prejudice to the generality of this sub-clause that Licensee shall not add to, alter, amend or otherwise change any on-court or other advertising appearing on the Feeds or in any television programmes derived therefrom nor add any further such advertisements by means of so-called virtual advertising or any other system.

5.5

5.6

[REDACTED]

[REDACTED], and in particular, Licensee shall use the Marks and/or the Event Title in conjunction with the exercise of the Transmission Rights in all introductory and closing sequences to all programmes and in regard to all Events as directed by Licensor subject to the following acknowledgements and undertakings:-

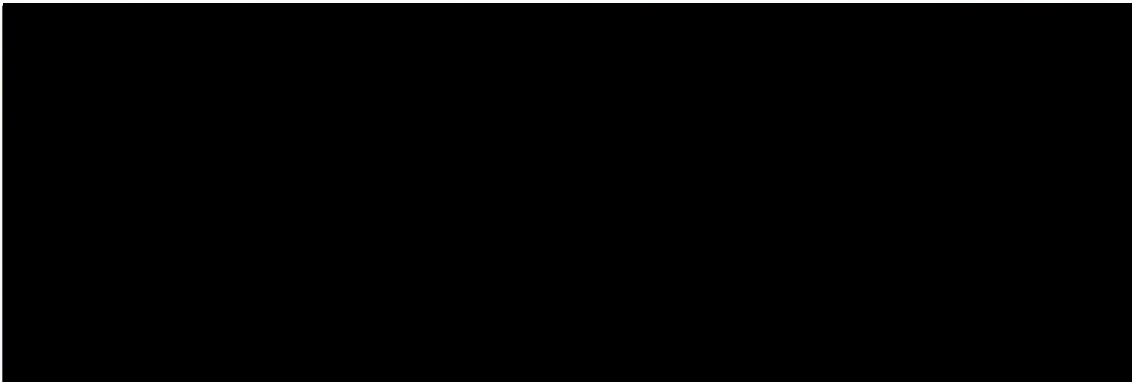
- 5.6.1 That Licensee shall not use the Marks and/or the Event Title except for the sole purpose of promoting the Transmission Rights in accordance with Licensor's guidelines published on Licensor's website from time to time and for the avoidance of doubt shall not permit third parties to use the Marks or allow the Marks to be associated with any product or service except the Transmission Rights save by separate agreement with Licensor.
- 5.6.2 That Licensee shall not use any mark or name or words capable of being confused with any part of the Marks.
- 5.6.3 That Licensee shall not use the Marks or any part thereof in its corporate or trading name.
- 5.6.4 That Licensee shall promptly advise Licensor of any suspected infringement of the Marks that comes to its attention.
- 5.7 Licensee shall incorporate the Credits pursuant to Licensor's guidelines in connection with the Transmission Rights as specified by Licensor.

- 5.8 Licensee shall ensure that that no transmission or exhibition produced as a result of the exercise of the Transmission Rights shall contain anything which is obscene, libellous, blasphemous or defamatory or which infringes the copyright, right of privacy, right to publicity, performers right or moral right or any other right of any third party, or which implies any endorsement of or by any person, product or service and that such transmission or exhibition is not used for any political purposes or for any other purpose which is detrimental to the game of tennis. Licensee, its officers, employees and representatives will seek at all times to uphold the good name and reputation of tennis, and the Events and will not at any time make or issue any public statements or announcements derogatory of or which might bring into disrepute the game of tennis, the governing bodies thereof and/or the Events.

6. OWNERSHIP OF THE TRANSMISSION RIGHTS

- 6.1 Licensee acknowledges that all intellectual property (including Proprietary Interests) that subsists in any Feed not produced by Licensee (including transmissions and recordings thereof by the Licensee) shall be owned by Licensor for the full term of such intellectual property including all renewals, reversions and extensions thereof and thereafter in perpetuity.

6.2



7. PROGRAMME SPONSORSHIP

- 7.1 Licensor hereby confirms that Licensee may enter into programme sponsorship agreements in relation to the Transmission Rights subject to the following conditions:
- 7.1.1 no such programme sponsor shall, save with the prior written approval of Licensor, be a competitor in business or product/services category of any existing Event Sponsor/Official Supplier of each respective Event; and
- 7.1.2 Licensee shall first offer the opportunity to become programme sponsor to the existing Title Sponsor of the Events and if the Title Sponsor declines to accept such offer to all the other Event Sponsors/Official Suppliers on a first-come-first-served basis. In the event that the Title Sponsor and all other Event Sponsors/Official Suppliers decline said offer then Licensee may negotiate with other commercial entities subject always to Clause 7.1.1 above to become programme sponsors PROVIDED THAT Licensee shall not enter into any such programme sponsorship agreement on terms more favourable to the programme sponsor than those declined by any Event Sponsors/Official Suppliers without first giving such Event

Sponsor/Official Supplier the right to accept such terms, such right to be exercised by Event Sponsor/Official Supplier within a reasonable time.

- 7.2 All revenue derived from any programme sponsorship agreement entered into by Licensee in relation to the Transmission Rights shall be retained by Licensee.

8. TERMINATION

- 8.1 Should either party to this Agreement commit any material or continuous breach hereof and fail to remedy that breach where capable of remedy within fourteen (14) days of receiving written notice from the other party requiring remedy or should either party go into liquidation (except for the purposes of corporate amalgamation or reconstruction) or receivership or make an arrangement or composition with its creditors or becomes unable to pay debts when they fall due, then the party not in breach or not insolvent shall be entitled, without prejudice to any other rights, whether under this Agreement or in law, to forthwith cancel this Agreement on written notice.

- 8.2 Without prejudice to Licensor's rights under 8.1 above or any other rights or remedies Licensor may have at law or otherwise should Licensee commit a material or continuous breach of any term or condition hereof and/or should Licensee enter into liquidation or receivership or make an arrangement with its creditors or otherwise becomes unable to pay its debts then Licensor may withdraw Licensee's rights of access to the Feed forthwith upon written notice.

8.3 INTENTIONALLY DELETED

- 8.4 Upon termination of this Agreement for any cause whatsoever or upon the expiry of the Term:

8.4.1 Licensee's right to exercise all and any of the rights granted hereunder shall terminate immediately and automatically revert forthwith to Licensor. Licensor shall be immediately entitled itself to exercise or to authorise any person to exercise any and all such rights;

8.4.2 all sums that have already been paid by the Licensee to Licensor hereunder, as at the date of termination or expiry of this Agreement, shall remain fully with Licensor and Licensor shall not be obligated to refund any such sums, and all sums outstanding and not received by Licensor from the Licensee as at the date of termination or expiry of this Agreement shall, if not already due and payable, become due and payable immediately upon such termination or expiry and be paid forthwith together with any accrued interest on the same. In the event that the Licensee terminates this Agreement for cause, the foregoing shall not apply to sums which would not in fact, other than due to the application of this clause, be due and payable at the relevant date of termination;

8.4.3 Licensee shall, at its own cost, promptly return to Licensor all of the property of Licensor within its possession or, at Licensor's request, delete or destroy the same and certify to Licensor in writing that it has returned all such property or, as applicable, deleted or destroyed the same such that it no longer has any property of Licensor within its possession; and

8.4.4 Licensee shall cease to hold itself out as associated with the Events in any manner whatsoever save for historic references to the fact of the grant to the Licensee of the rights granted under this Agreement within its internal corporate materials such as its annual reports, but not within any advertising or promotional materials intended for release to the public.

9. FORCE MAJEURE

If an individual Event or part thereof is not staged on account of any Force Majeure Event or if any one of the Events is not staged at all for any reason, the same shall not be a breach of this Agreement. Should the staging or conduct of the Event or any match hereunder be postponed or delayed due to a Force Majeure Event, then all terms of this Agreement shall apply on their rescheduled date.

10. LIMITATION OF LIABILITY

Notwithstanding anything in this Agreement to the contrary, Licensor shall not be liable in any circumstances for any indirect or consequential loss (which expression shall include but not be limited to loss of anticipated profits, loss of anticipated savings and all other economic loss). The liability of Licensor under this Agreement in respect of any proven breach shall be to pay damages up to a maximum of the sums actually received by Licensor from Licensee pursuant to Clause 4 of this Agreement.

11. GENERAL

11.1 INTENTIONALLY DELETED

11.2 Licensee may not sub-licence or sub-contract or otherwise transfer or delegate any of this Agreement or its rights and obligations under this Agreement except with the prior written approval of Licensor, such approval being within the sole discretion of Licensor.

11.3 All notices to be served under this Agreement shall be delivered by hand, or sent by first class pre-paid registered post (airmail, if overseas) to the address of Licensor or of Licensee as set out in the Key Terms above or to such other address as the addressee may have notified to the other party for the purpose of this Clause.

A notice shall be deemed to have been served (i) if delivered by hand on the date of delivery; or (ii) if posted by pre-paid registered post the time and date of actual recorded delivery.

11.4 This Agreement and its contents are strictly confidential and, subject to 11.1 above, neither party shall disclose the Agreement or its contents including, for the avoidance of doubt, the financial terms to any third party without the consent of the other party. Notwithstanding the foregoing, Licensor acknowledges that Licensee shall be entitled to make this Agreement accessible to the general public to the extent that it is a legally binding requirement of Czech law only (pursuant to Registration of Contracts (Act No.340/2015 Coll.) and provided always that the provisions in this Agreement that are highlighted in yellow shall be redacted from any such publication on the basis of the confidentiality of such provisions. Except as provided in the last preceding sentence, 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. .

- 11.5 This Agreement is to be governed by and construed in accordance with the laws of England and is subject to the exclusive jurisdiction of the English Courts.
- 11.6 This Agreement which expressly incorporates Appendix 1 hereto contains the entire agreement of the parties and cancels and supersedes any previous agreement or arrangement between the parties whether oral or in writing relating to the subject matter of this Agreement. It is expressly declared that no variations of this Agreement shall be effective unless agreed in writing and signed by the duly authorised representatives of the parties hereto.
- 11.7 No waiver of any term or condition of this Agreement or any breach of this Agreement or any part thereof shall be deemed a waiver of any other terms or conditions of this Agreement or of any later breach of this Agreement or any part thereof.
- 11.8 All clause headings included in this Agreement are for convenience only and are not a part of this Agreement, and shall not be used to interpret any provision of this Agreement.
- 11.9 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

APPENDIX 1

