

PARTICULAR LICENSE TERMS

CONTRACT N° C19/511
BETWEEN ASO AND CZECH TV

November 2019

LICENSOR: **AMAURY SPORT ORGANISATION (ASO)**

40-42 QUAI DU POINT DU JOUR
92100 BOULOGNE-BILLANCOURT
FRANCE

ATTENTION: [REDACTED]

[REDACTED]

LICENSEE: **CESKA TELEVIZE (CZECH TV)**

KAVCI HORY, 140 70 PRAHA 4
CZECH REPUBLIC

ATTENTION: [REDACTED]

[REDACTED]

The terms and conditions set forth below with regard to the acquisition by LICENSEE of the telecast rights relating to the event defined hereinafter as the EVENT shall be deemed to be incorporated in the GENERAL LICENSE TERMS attached hereto and shall comprise the Agreement between the parties. In the event of a conflict between the terms and conditions of the GENERAL LICENSE TERMS and the provisions of the PARTICULAR LICENSE TERMS, the provisions of the PARTICULAR LICENSE TERMS shall apply and the terms and conditions of the GENERAL LICENSE TERMS shall be deemed to have been amended accordingly.

1. EVENT

Title:

[REDACTED]

Type:

[REDACTED]

Location:

Date:

Hereinafter referred to as "EVENT".

2. RIGHTS

The RIGHTS mentioned in article 2 herein are granted to LICENSEE subject to the HOLDBACKS FOR LICENSOR as described in article 5.

[REDACTED]

2.1. TV RIGHTS:

2.1.1 Dedicated Programs:

[Redacted content]

2.1.2 Use of Excerpts of the EVENT:

[Redacted content]

2.2. INTERNET AND MOBILE RIGHTS:

2.2.1 Simulcast:

[Redacted content]

2.2.2 Catch-up service:

[Redacted content]

2.2.3 Restrictions:

[Redacted content]

2.3 SUB-LICENSE RIGHTS:

SUBLICENSE: LICENSOR grants to LICENSEE the non-exclusive rights to sublicense the here below described **Digital Rights** provided all the conditions mentioned into the herein contract are respected.

VIDEO CLIPS

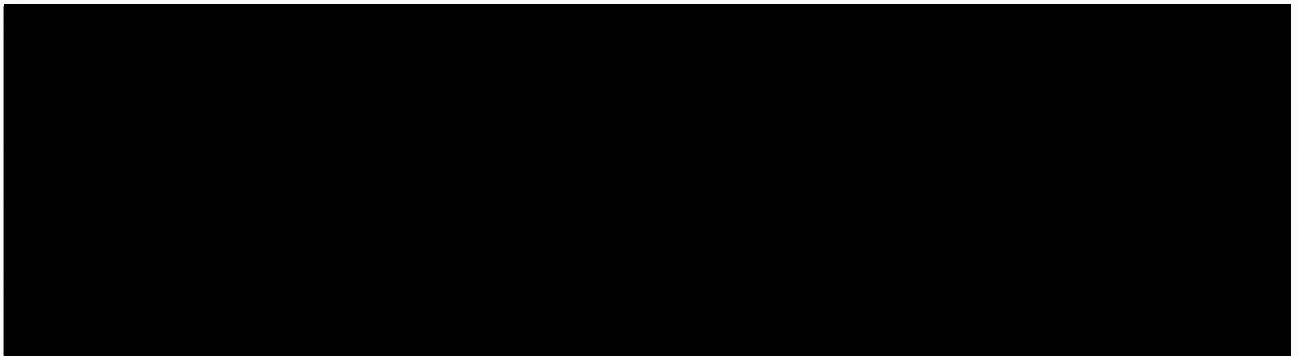
[Redacted content]



It's expressly agreed that the TEAMS can solely communicate on their participation to the EVENT. Thereby it is acknowledged and agreed that the TEAMS and related Sponsors shall refrain from using the name of the EVENT, the logo, the image of the EVENT or any references to or any material implying the existence of any association or official relationship between the TEAMS, their Sponsors, and the EVENT.

It is expressly agreed that the full list of TEAMS granted the digital rights to display the CLIPS are listed into Appendix 3.

2.4 MARKETING RIGHTS:



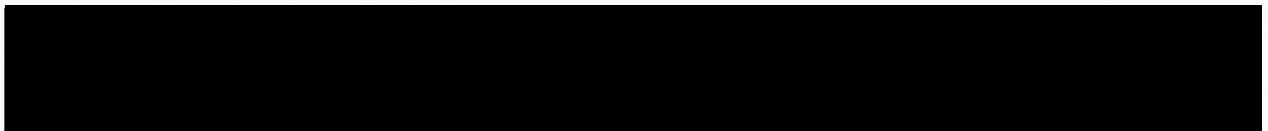
2.5 LANGUAGE, TERRITORIES, NUMBER OF RUNS:

All the RIGHTS defined in the Article 2 are granted for the following LANGUAGE, TERRITORY and NUMBER OF RUNS

- LANGUAGE: Czech
- TERRITORY: Czech Republic
- NUMBER OF RUNS: Unlimited during the LICENCE PERIOD

No other right is granted to LICENSEE.

3. EXCLUSIVITY



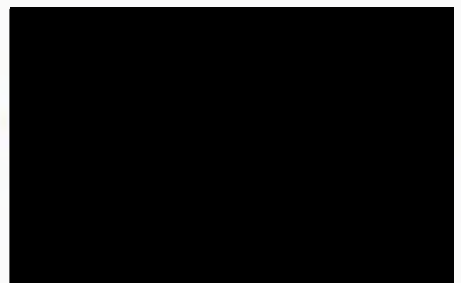
- After the Exclusive Period, the Rights will be non-exclusive till the end of the LICENCE PERIOD.

4. LICENSE PERIOD

The Rights are granted for the EVENT from the



For the avoidance of doubt, this Agreement does not include while the Agreement shall still be effective.



5. HOLDBACKS FOR LICENSOR

5.1 [REDACTED]

5.2 News access disposition:

For the purpose of increasing television coverage in the TERRITORY, LICENSEE acknowledges and agrees that third party broadcasters within the TERRITORY shall be entitled to broadcast [REDACTED] to be incorporated in regularly scheduled general and sport news programs in accordance with and subject to the usage in the TERRITORY regarding news access.

5.3 Use of Excerpts

LICENSOR shall have the right to grant to third parties for delayed use following the end of the respective [REDACTED] of the EVENT in any program on any third-party platform and/or use on LICENSOR's official platforms [REDACTED] of the EVENTS PROGRAMS of each day of the EVENT via any medium and any transmission mean.

5.4 Betting Platform

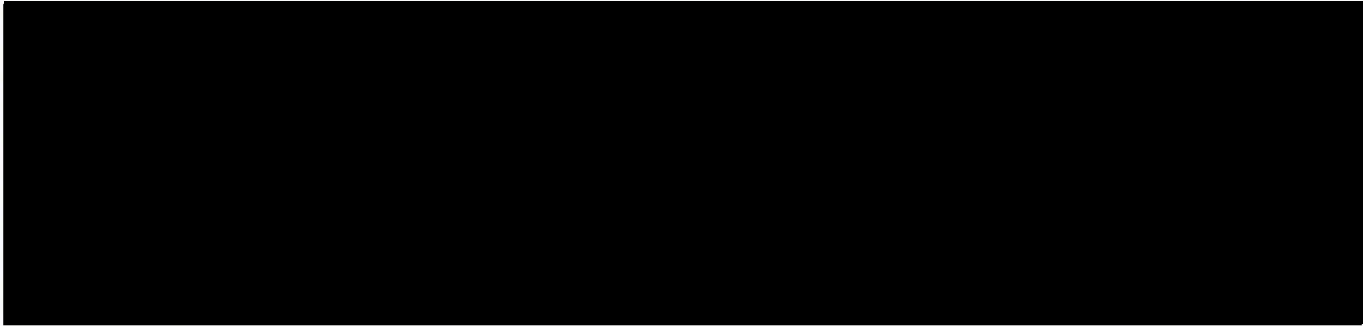
Notwithstanding the RIGHTS granted to LICENSEE, LICENSOR shall be entitled to grant any third party the right to broadcast through internet and wireless mobile technologies the Dedicated Programs and/or Clips of the EVENT on betting websites, their mobile version and applications (the Betting Platform) in the TERRITORY, in the LANGUAGE during the LICENSE PERIOD provided the following conditions are respected

- The Betting Platform shall not communicate and/or promote the broadcast of Dedicated Programs and/or Clips of the EVENT on its platform
- The Betting Platform shall be a subscription service,
- Screen used to view must be low resolution and presented in limited screen size

5.5 Use of footage for scripted and non-scripted audio-visual programs

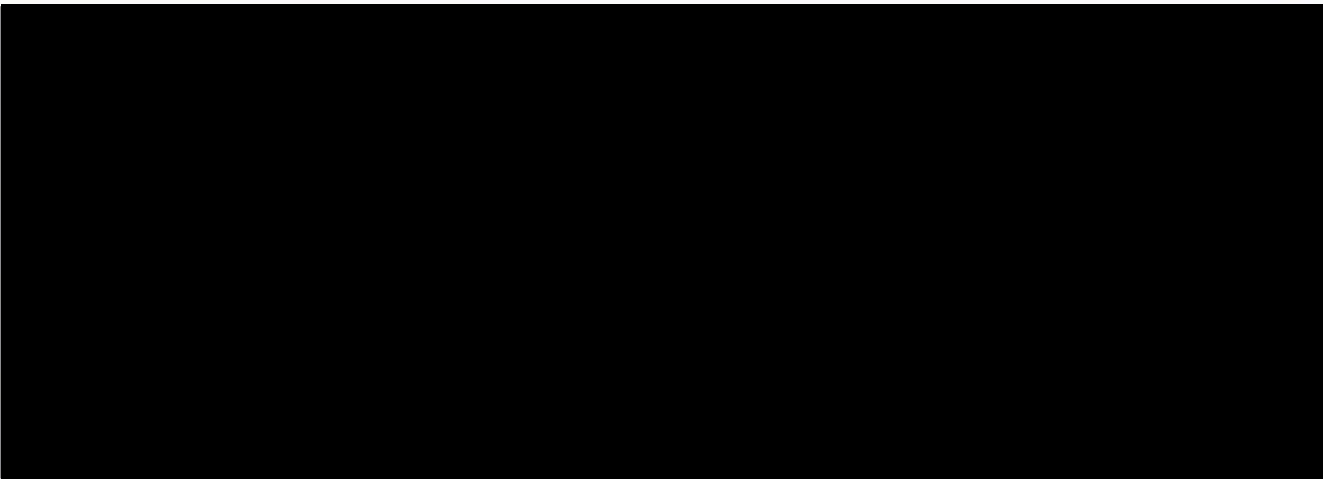
LICENSOR shall retain the right to grant specific rights of the EVENT, including EVENT's footage, for production of an audiovisual work (including but not limited to television and/or feature length film and/or documentary) based on the EVENT or on a competitor in particular or including part of the EVENT and distributed by any means in the Language within the Territory during the License Period of this Agreement.

6. BROADCAST OBLIGATIONS

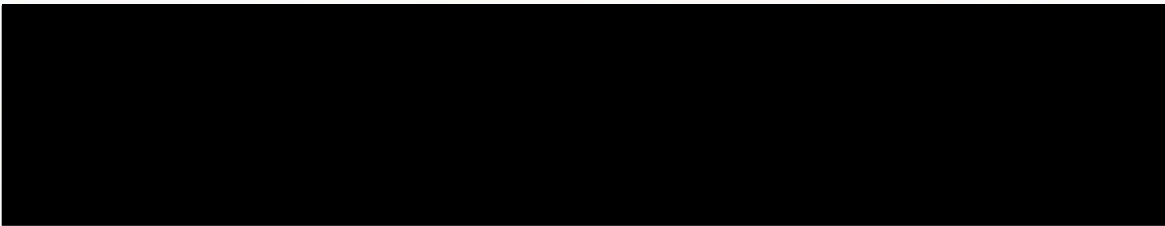


7. COMMERCIAL TIME

Should LICENSEE contemplate accepting or agree to accept commercial advertising, the parties agree that the purchase of COMMERCIAL TIME (i.e. any and all commercial and sponsorship messages furnished for broadcast on behalf of advertisers and immediately surrounding and/or inserted in programs based on the EVENT) shall be in accordance with and subject to the terms and conditions set forth below:



8. DELIVERY OF MATERIALS



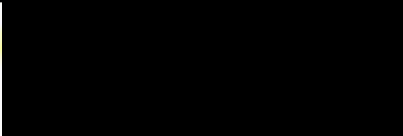
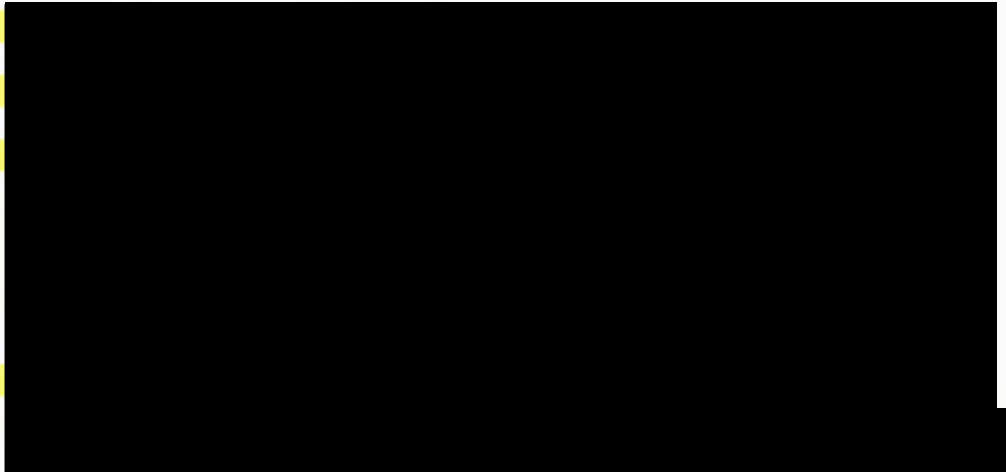
I. INTERNATIONAL DAILY PROGRAMS

NUMBER OF PROGRAMS

DURATION

CONTENT

DELIVERY



TIME OF DELIVERY



II. INTERNATIONAL WEEKLY PROGRAMS

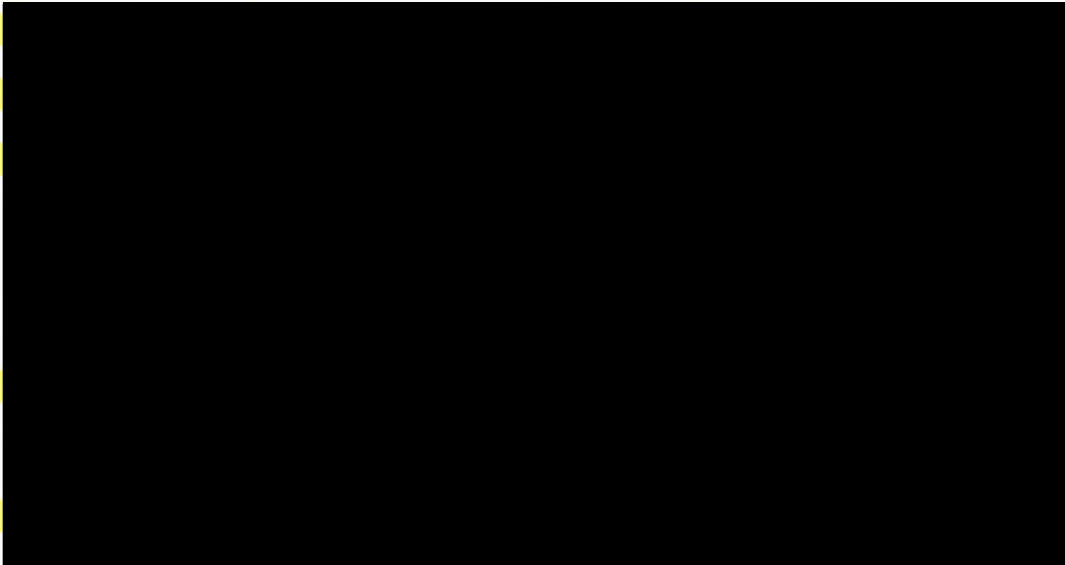
NUMBER OF PROGRAMS

DURATION

CONTENT

DELIVERY

TIMETABLE



III. UNILATERAL PROGRAMS

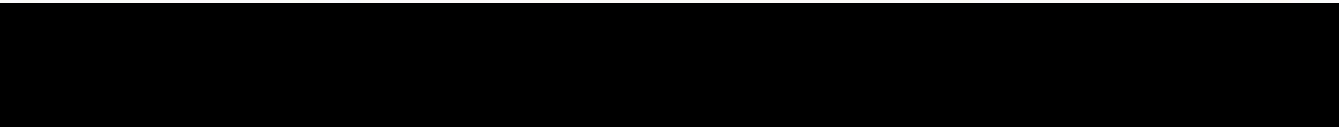
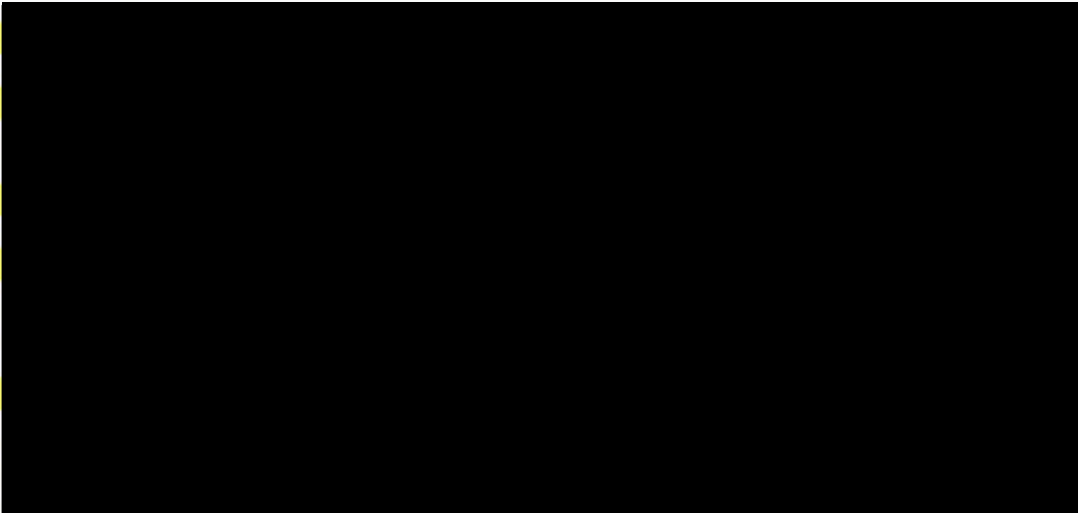
NUMBER OF PROGRAMS

DURATION

CONTENT

DELIVERY

TIMETABLE

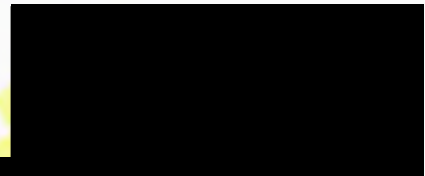
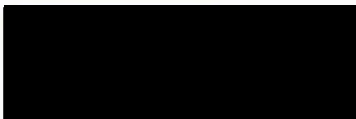


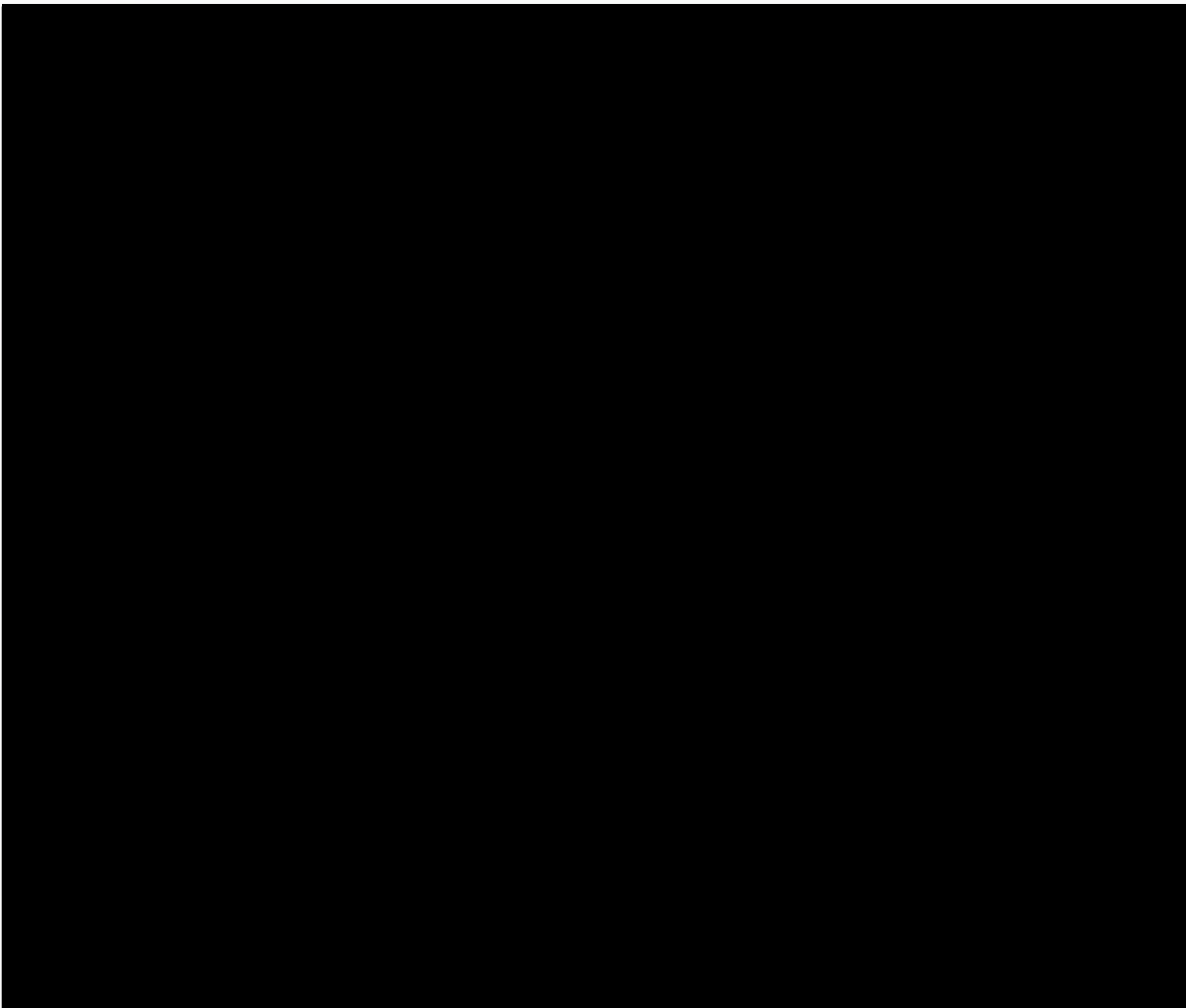
IV. LOGISTIC AND REGISTRATION

LICENSOR grants LICENSEE the right to send two (2) people on site of the EVENT subject to LICENSEE adhering the Press / TV Rules document and participation to the related organization costs (Such journalists will travel with [redacted] assistance car from one stage to another)

The LICENSEE's TV crew will not be authorized to use the LICENSOR's editing machines, production and transmission facilities on site.

LICENSOR will provide to LICENSEE the following services for the journalists on site during the EVENT:





9. FINANCIAL CONDITIONS

TOTAL 2020 [REDACTED] (Seventy-eight thousand Euros VAT excluded)

Any other productions services and costs will be part of a separate agreement, which has to be signed **at the latest one month before the start of the EVENT**, and will be payable upon receipt of the invoice.

The LICENSOR acknowledges that the beneficial owner of the license fee. Timely payment is conditioned upon receipt of the valid confirmation of the French Republic residency of the LICENSOR issued by the appropriate Tax Authority of the French Republic unless such valid confirmation has already been provided to the LICENSEE during the applicable year. The LICENSOR agrees that if applicable the LICENSEE may deduct the withholding tax under local laws and regulations in accordance to which the LICENSEE shall provide the LICENSOR with the relevant tax certificate as soon as is received.

PAYMENT CONDITIONS:



All amounts to be paid in accordance with the provisions of this section hereof shall be payable in Euros by wire bank transfer to LICENSOR 's bank account on the dates and bank account details mentioned in the invoice and without deductions of any tax, levy and duty levied at the residence country of LICENSEE, charges or expenses whatsoever.



10. SCHEDULES

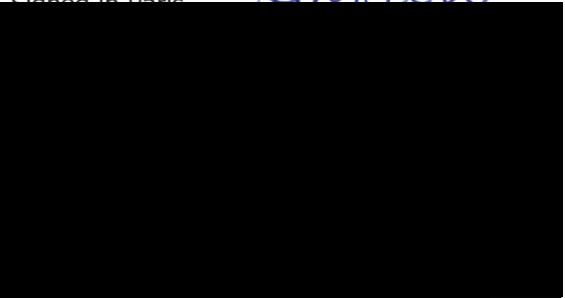
The following documents are attached hereto and are made an integral part of and are incorporated within the agreement:




Signed in Prague,

one copy for each party

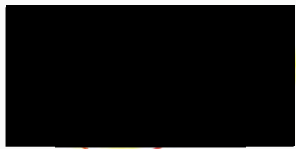
For LICENSEE
MR. PETR DVORAK
DIRECTOR GENERAL

Signed in Paris *21/01/2020*




2nd January 2020


Each signatory warrants he/she is duly authorized to sign this Agreement



GENERAL LICENSE TERMS

1. LICENSOR holds all the world-wide rights in respect of the production, the telecasting and more generally the use and exhibition of pictures related to the EVENT by any and all means, uses, devices and media whatsoever now or hereafter known.

2. LICENSOR hereby grants to LICENSEE, which accepts, the television telecast rights. Television telecast rights includes the right, from time to time to cut, modify, reduce, rearrange, add to and otherwise edit the pictures relating to the EVENT and to title and retitling each program in such manner as LICENSEE may determine to be necessary or desirable and to add music to each program and to insert such commercial and other promotional material as LICENSEE may deem necessary, provided that (i) LICENSEE shall not alter the substance, the credibility and the reputation of the EVENT; and (ii) LICENSEE shall always include the official name and logo of the EVENT in all titles of any television programs based on or including any EVENT or any portion thereof; and (iii) LICENSEE abides by the provisions of article 11 below ; and (iv) LICENSEE shall not electronically delete or modify in any manner whatsoever on-site advertising, banners, billboards, signage affixed on the vehicles and/or on clothing of the participants in the EVENT or any on-site commercial signage which may appear in the pictures relating to the EVENT without the prior written consent of LICENSOR and (v) LICENSEE shall not electronically delete or modify in any manner whatsoever timing and data inlaid and/or the related logos included in accordance with the EBU regulations .

Should the rights granted to LICENSEE be granted on an exclusive basis pursuant to the PARTICULAR LICENSE TERMS, LICENSEE acknowledges and accepts that LICENSOR may grant to any third parties the right to telecast pictures relating to the EVENT by any and all means of television in any language in countries and/or territories bordering the authorised territory, it being understood and agreed that such usage may result in technical overlap of television signals in the authorised territory. For its part, LICENSOR acknowledges and accepts that LICENSEE' s broadcast may be received by territories bordering authorised territory for the same reasons.

3. LICENSEE shall procure to show a LICENSOR' s copyright notice on all television programs based on or including any EVENT or any portion thereof. (Such copyright notice shall consist of the following three elements: the symbol © -the letter "C" in a circle-, the name of ASO and the year of the EVENT).

4. Any service LICENSEE might request from LICENSOR in addition to the services specified in the PARTICULAR LICENSE TERMS here above will be examined by LICENSOR on a ad-hoc basis and should any such service be provided by LICENSOR, the related cost and expense shall be borne by LICENSEE on the basis of a rate card mutually agreed upon.

5. It is acknowledged and agreed that all additional expenses LICENSEE might incur in connection with the production and the distribution of the programs, (on the locations of the EVENT and/or anywhere else) other than the services set forth in Paragraphs 4 and 5 here above shall be entirely borne by LICENSEE. This applies without limitation to the following: talents and staff salaries and/or fees, accommodation and travel, facilities and equipment, transcoding, transmission of pictures relating to the EVENT from the CENTER to any destination, electrical power, commentary booth, music rights payments, etc...

In this respect, it is acknowledged and accepted that LICENSEE shall be fully responsible for any copyright, performance or synchronisation rights payments which may become due as the result of the inclusion by LICENSEE of any musical compositions within programs based on the EVENT.

6. LICENSEE' s staff shall in no way interfere with the normal course of the competition and complies with the rules defined by LICENSOR relating to the organisation of the EVENT and the production of the pictures relating to the EVENT. In this respect, LICENSEE warrants that immediately upon request by LICENSOR, it shall take the necessary appropriate measures to ensure strict compliance with the said rules. In this connection, LICENSEE will be responsible of any custom and immigration formality related to the presence on the EVENT of its staff and equipment.

LICENSEE will not be permitted to display any banner or other commercial signage on the EVENT's site, except for display of its names, marks and/or logos on any equipment used by LICENSEE in the production of the programs and provided that such signage is discreet.

7. It is expressly understood and agreed by the parties that no rights herein granted shall survive beyond the end of the LICENSE PERIOD. LICENSEE undertakes to refrain from using the pictures relating to the EVENT in any manner whatsoever after the end of the LICENSE PERIOD.

8. LICENSEE acknowledges and accepts that the TELECAST CONDITIONS as set forth in the PARTICULAR LICENSE TERMS are of the essence of this Agreement. Therefore, LICENSEE guarantees that, subject to being prevented for reasons of Force Majeure as described in Paragraph 16 below, preemption due to a news event of national importance or preemption due to a live event which runs long, it shall distribute the programs in accordance with the TELECAST CONDITIONS as set forth in the PARTICULAR LICENSE TERMS during the course of each EVENT.

9. All amounts to be paid in accordance with the provisions of the PARTICULAR LICENSE TERMS hereof shall be payable in Euros by bank wire transfer to LICENSOR's bank account on the dates mentioned in the PARTICULAR LICENSE TERMS without deductions of any tax, levy and duty levied at the residence country of LICENSEE, charges or expenses whatsoever. Time is of the essence with respect to all payments hereunder. Interest at 10 % (ten per cent) rate on the date payment is due shall accrue on any amount due hereunder, from and after the date upon which the payment is due until the date of payment.

10. Subject to the exemption cases set forth in Article 16 hereinafter, it is acknowledged and agreed that if LICENSEE fails to broadcast any EVENT for any reason whatsoever, LICENSEE shall not be relieved of its obligation to pay the total amounts set forth in the PARTICULAR LICENSE TERMS.

11. LICENSOR warrants and represents that :

- (a) it is free to enter into and perform this Agreement ; and
- (b) it has all the rights granted to LICENSEE herein ; and
- (c) the rights LICENSEE has acquired, and LICENSEE's use of such rights, subject to the terms and conditions of this Agreement, will not to LICENSOR's knowledge infringe upon or violate the rights of any third party ; and
- (d) LICENSOR will not do anything which might tend to interfere with or impair the rights LICENSEE has acquired in this Agreement.

12. LICENSEE warrants and represents that :

- (a) it is free to enter into and fully perform this Agreement ; and
- (b) it will not infringe upon or violate the rights of any third party ; and
- (c) it will not do anything which might tend to interfere with or impair the rights LICENSOR might grant to any third party ; and
- (d) it will not do anything which might tend to interfere with or impair the staging of the EVENT in accordance with LICENSOR's rules, regulations and instructions ; and
- (e) it will not do anything which might tend to impair the renown and the credibility of the EVENT, the participants in the EVENT, LICENSOR and/or LICENSOR's employees, agents, representatives, contractors or affiliate entities ; and
- (f) it will ensure that every third parties elected by LICENSEE shall abide by any and all applicable provisions of this agreement.

13. Neither LICENSOR nor LICENSEE shall be responsible for partial or total failure to comply with its obligations to the other party under this Agreement in the event it, its sub-contractors or its suppliers have been prevented from fulfilling their obligations as a result of Act of God, inevitable accident, war, strikes or other labor dispute, fire, riot or civil commotion, demonstrations, inclement weather, natural catastrophes, epidemics, total or partial interruption of public services (transport, water, gas, electricity, telecommunications etc...), failure of technical, production or telecast equipment, impediment resulting from International, Federal, National, Governmental or Local rule or action or from a fortuitous event due to a third party or due to the fault of the other party, or any other cause beyond the control of LICENSOR or LICENSEE.

Should one such case arises and prevent one party to fulfill its obligations to the other, the party which was prevented from performing shall promptly inform the other in writing, and the parties shall negotiate in good

faith any amendment which shall be necessary it being understood that payments shall therefore be calculated on a prorata basis.

Should one EVENT be totally canceled for any reason whatsoever including any case of Force Majeure specified hereinabove, the part of this Agreement related to the EVENT shall be postponed for one additional year, mutatis mutandis. In that case, LICENSOR shall reimburse LICENSEE, if any, the amount paid in advance pursuant the provisions of the PARTICULAR LICENSE TERMS without any damage and/or interest whatsoever.

14. Neither this Agreement nor any of LICENSEE's rights hereunder may be assigned or sublicensed by LICENSEE without the prior written consent of LICENSOR. Any attempted assignment or sublicense of this Agreement or of any of LICENSEE's rights hereunder without consent shall be void and shall be considered as a material breach of this Agreement by LICENSOR in its sole discretion. Should LICENSOR consent to an assignment of this Agreement, LICENSEE shall be fully responsible for due performance of any and all terms of this Agreement by its assignee(s).

15. Either parties may automatically terminate, as of right, this Agreement if the other party fails to observe or perform any of its obligations hereunder, in whole or in part, for any reason whatsoever except in the cases of Force Majeure, if such failure is not remedied as soon as possible but in any event no later than 10 (ten) business days after being called upon to do so by written notice, without prejudice to any damages which may be claimed by the injured party as a result of defaulting by the other party and without prejudice to the immediate payability of any sum remaining due.

16. Moreover, LICENSOR shall also be entitled to consider this contract as automatically terminated, as of right, without any formality if LICENSEE fails to pay, in whole or in part, the amounts set forth in the PARTICULAR LICENSE TERMS in respect of any EVENT or becomes insolvent, bankrupt or enters into liquidation or enter into any arrangement or composition with its creditors or any of them, or has a receiver appointed and on the sole condition that LICENSOR takes advantage of this clause by certified or registered airmail.

17. Upon earlier termination, all of LICENSEE's rights and opportunities hereunder shall forthwith terminate and automatically revert to LICENSOR and LICENSEE shall forthwith discontinue all uses of its rights hereunder and shall not refer to them directly or indirectly with respect to the broadcasting, telecasting, distribution, exhibiting, advertising or promotion of the pictures relating to the EVENT. Upon such termination, LICENSOR may immediately grant to others the rights and opportunities granted to LICENSEE hereunder.

18. The parties to this Agreement agree to use all possible measure to keep the entire content of this Agreement confidential except to the extent that disclosure is necessary for legal or governmental proceedings particularly in relation to Czech public law - Act on Register of Contracts (Act No. 340/2015 Coll.) and/or Act on Public Procurement (Act No. 134/2016 Coll.) the parties agree this Agreement shall be publish in the Register of Contracts opened for free remote access by general public via the Internet. The parties have agreed textual parts of this Agreement that shall be unreadable for the purpose of publication in the Register of Contracts since such parts include trade secrets (particularly but not only) and each party takes appropriate measures to keep such parts confidential. The parties agree that rest of this Agreement shall not be deemed as confidential according to this Paragraph.

19. This agreement does not constitute any party hereto the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and no party shall have the power to obligate or bind the other party any manner whatsoever.

20. LICENSEE shall be solely and entirely responsible, during the LICENSE PERIOD, for the performance of the rights granted to him hereunder and according to the terms and conditions of this Agreement.

21. This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior oral and written understandings, arrangements, agreements between the parties relating thereto.

22. Any amendment to this Agreement must be in writing, signed by all parties.

23. Failure by any term of this Agreement on one or more occasions shall not be considered a waiver or deprive LICENSOR of the right thereafter to insist upon strict compliance with that term or any other term of this Agreement.

24. Should any provision of this Agreement be void or invalid or unenforceable, the parties shall seek in good faith to establish valid equivalent provisions. In any event, the other terms and conditions of this Agreement shall remain in force.

25. Notices pursuant to this Agreement shall be in writing in the English or French language and delivered in person or by mail, cable, telex or facsimile transmission to the respective addresses of the parties shown below. In this Agreement "business days" shall mean the working days of the country of the party which takes advantage of such notices. In any case, if the last day for the delivery of the notice falls on a Saturday, Sunday or holiday, then the last day for the delivery of the notice shall be deemed to be the next following day not a Saturday, Sunday or holiday. Subject to any written notice of change hereafter given by any party to this Agreement, the address of each party to which notices are to be addressed is as specified in the PARTICULAR LICENSE TERMS. Any change of domicile shall not be valid until receipt of such change by the other party.

26. This Agreement has been written in the English language and shall be governed by and interpreted in accordance with the law of France. Any dispute concerning this Agreement, in particular as to its existence, validity, interpretation, performance or non-performance, termination, whether arising before or after the expiration of this Agreement, which cannot be settled amicably, shall be finally settled by the French Courts in Paris.

