

Česká Televize
140 70
Praha 4
Czech Republic

19 March 2020

REFERENCE NUMBER: O-CZ-006117-F (Amendment #3)
O-CZ-006117-F – YR1
O-CZ-006119-F – YR2
O-CZ-006128-F – YR3
O-CZ-006129-F – YR3

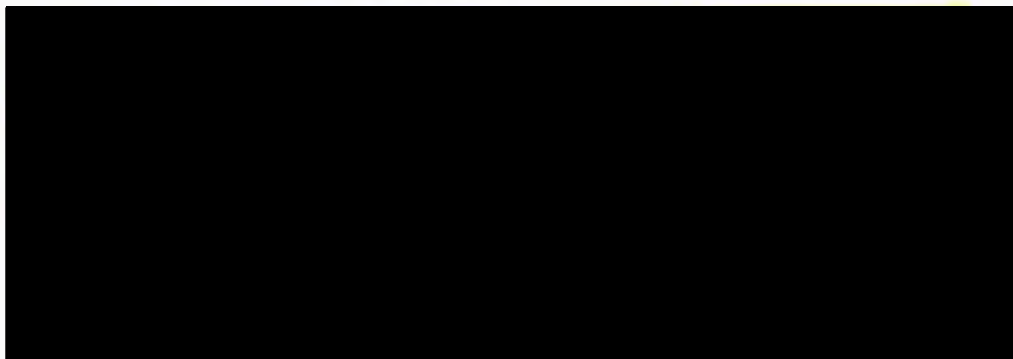
Ladies/Gentlemen:

This letter will amend the Free Television License Agreement between you, Česká Televize, a Public Company established by the Czech Television Act. No. 483/1991 Coll., with its registered office at 140 70 Praha 4 (Czech Republic), Kavci hory. VAT N° CZ00027383, represented by Mr. Petr Dvořák, General Director (“Licensee”), and us, The Walt Disney Company Limited, 3 Queen Caroline Street, Hammersmith, London W6 9PE, UK, VAT Registration Number: GB539293808 (“WDCL”), as amended by an amendment dated 25 October 2018 (“Amendment 1”) and an amendment dated 18 December 2019 (“Amendment 2”), dated 16 April 2018 and the present amendment dated 19 March 2020 (“Amendment 3”) in which Licensee was granted a license to broadcast certain programming summarized as “2018 Package Deal” (the “Agreement”).

For good and valuable consideration, the sufficiency of which is hereby acknowledged, WDCL and Licensee agree to amend the Agreement as follows:

1. Licensed Service:

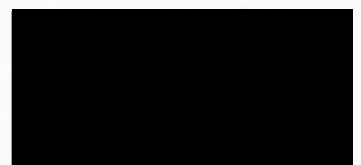
- (i) Paragraph 3.1 of the Agreement is hereby deleted in its entirety and replaced by new paragraphs 3.1 and 3.2 as follows:



- 2. Rights:** Paragraph 4.2 of the Agreement is hereby deleted in its entirety and replaced by a new paragraph 4.2 as follows:

4.2.

- a. On a Free Television basis in the Territory during the License Period for each Picture in accordance with the terms and conditions of this Agreement.



b. In respect of the Picture entitled [REDACTED] only, on a [REDACTED] basis SUBJECT TO Licensee completing and submitting to WDC a WDC technical questionnaire, the Licensee meeting WDC's required technical content security conditions and Licensee receiving WDC's express prior written consent.

c. Licensee shall not be entitled to distribute or exhibit the Pictures except via the Licensed Service nor to sub-license the rights granted under this Agreement.”

3. **Exclusivity/Holdback:** Paragraph 5.1 of the Agreement is hereby deleted in its entirety and replaced by a new paragraph 5.1 as follows:

“5.1

a. In respect of the Pictures set out in Exhibits A, B, C and D, WDCL shall not exhibit or grant any third party rights for exhibition of any of the Pictures licensed hereunder by means of Free Television in the Licensed Language in the Territory prior to or during Licensee's License Period.

b. In respect of the Pictures listed as Features which together form part of the 2020 Additional Pictures as set out in Exhibit E, WDCL shall not exhibit or grant any third party rights for exhibition of any of the Pictures licensed hereunder by means of Free Television in the Licensed Language in the Territory prior to or during Licensee's License Period.

c. In respect of the Pictures entitled [REDACTED] which together form part of the 2020 Additional Pictures as set out in Exhibit E only, no holdback will apply.”

4. **Delivery Network:** A new paragraph 8.3 is hereby added to the Agreement as follows:

“8.3 The Delivery Network for the [REDACTED] (once approved in accordance with paragraph 4.2 b. above) is [REDACTED], through which Licensee engages in the distribution of the [REDACTED] service for reception by an Authorised Device. Any distribution via [REDACTED] shall be in accordance with the Content Security Schedule to be agreed between the parties and incorporated into this Agreement by written amendment as Schedule 1.

“**Authorised Devices**” mean the end user devices approved by WDC as set out in paragraph 2.1 of the Content Security Schedule to be agreed between the parties.

[REDACTED] means delivery of a service over the Internet (which, for the avoidance of doubt, excludes transmission via mobile broadcast means such as DMB and DVB-H) to which access to the content on the service is restricted by the following means:

- (a) the service is only accessible by users whose habitual residence is verifiably located within the Territory and by equipment whose internet protocol address is verifiably located within the Territory; and

- (b) the user is required to register with the service in order to access the content.

8.2 Usage Rules: [REDACTED] of a Picture shall be permitted at any one time per Subscriber (i.e. no more than two (2) simultaneous Streams of a Picture at the same time shall be permitted) and no more than [REDACTED] of different Pictures shall be permitted at any one time per Subscriber. No more than [REDACTED] may be registered per Subscriber. Licensee shall ensure that all devices registered to a Subscriber are Authorised Devices as approved in accordance with the requirements in the Content Security Schedule. All such Authorised Devices must be registered to the same single Subscriber.”

5. Pictures Licensed:

- (i) Various Pictures are hereby added to the Agreement and licensed to Licensee under the terms and conditions thereof (as more fully described in Exhibits D and E attached hereto and incorporated into the Agreement with this reference).
- (ii) The License periods in respect of the Pictures entitled [REDACTED] each previously commencing [REDACTED] are hereby revised and will now commence [REDACTED]

6. Pictures: Paragraph 10 of the Agreement is hereby deleted in its entirety and replaced by a new paragraph 10 as follows:

“Pictures: The package of programming known as “2018 Package Deal” made up of the “Year 1 Pictures” (as set out in Exhibit A), the “Year 2 Pictures” (as set out in Exhibit B), the “Year 3 Pictures” (as set out in Exhibit C), the “Factual Package” (as set out in Exhibit D) and the “Additional 2020 Pictures” (as set out in Exhibit E) as more fully described in Exhibits A, B, C, D and E attached hereto and incorporated herein by this reference).”

7. License Period and Availability Date: Paragraph 11.1 of the Agreement is hereby deleted in its entirety and replaced by a new paragraph 11.1 as follows:

“11.1 The license period (“**License Period**”) for each Picture shall commence on the dates set out in Exhibits A, B, C, D and E (“**Availability Dates**”) or otherwise shall be as notified by WDCL in writing at its sole discretion and continue until the expiration dates set out in Exhibits A, B, C, D and E (“**Expiration Dates**”).”

8. Runs: New paragraphs 12.1.4, 12.1.5 and 12.1.6 are hereby added to the Agreement as follows:

“12.1.4 [REDACTED]

12.1.5 In respect of those Pictures listed as Series which together form part of the 2020 Additional Pictures, Licensee shall be granted [REDACTED]

12.1.6 In respect of those Pictures listed as Features which together form part of the 2020 Additional Pictures, Licensee shall be granted two [REDACTED]

9. **License Fee:** Pursuant to the revisions set out above, the total License Fee is hereby increased from US\$2,022,160.00 to US\$2,326,996.00. Consequently, paragraph 14.1 of the Agreement is hereby revised as follows:

“14.1 In consideration for the rights granted hereunder, Licensee shall make payment to WDCL of a total License Fee of US\$2,326,996.00 (two million, three hundred and twenty-six thousand nine hundred and ninety-six dollars) in accordance with the terms of paragraph 15 below. Individual Picture and/or episode License Fees are indicated on the attached Exhibits A, B, C, D and E.”

a. The License Fees for the Year 3 Pictures shall be as set out in Exhibit D.

10. **Payment Terms:** New paragraphs 15.1 d. and 15.1 e. are hereby added to the Agreement as follows:

“d. The License fee in respect of the Factual Package (as set out in Exhibit D) is due and shall be paid by Licensee to WDCL as follows:

- (i) US\$26,475.00 (twenty-six thousand, four hundred and seventy-five dollars), on or before 20 December 2019; and
- (ii) US\$26,475.00 (twenty-six thousand, four hundred and seventy-five dollars), on or before 20 March 2020.

e. The License Fee in respect of the Additional 2020 Pictures (as set out in Exhibit E) is due and shall be paid by Licensee to WDCL as follows:

- (i) US\$51,480.00 (fifty-one thousand, four hundred and eighty dollars), on date of signature of Amendment 3 to the Agreement but in any event no later than 01 April 2020; and
- (ii) US\$144,732.00 (one hundred and forty-four thousand, seven hundred and thirty-two dollars), on or before 01 December 2020; and
- (iii) US\$55,674.00 (fifty-five thousand, six hundred and seventy-four dollars), on or before 01 August 2021.”

11. **Materials:** Paragraph 19 of the Agreement is hereby deleted in its entirety and replaced by the following:

“Materials:

19.1 Pursuant to paragraph 9.1 of the Standard Terms and Conditions, and in respect of the Pictures set out in Exhibits A, B and C only,

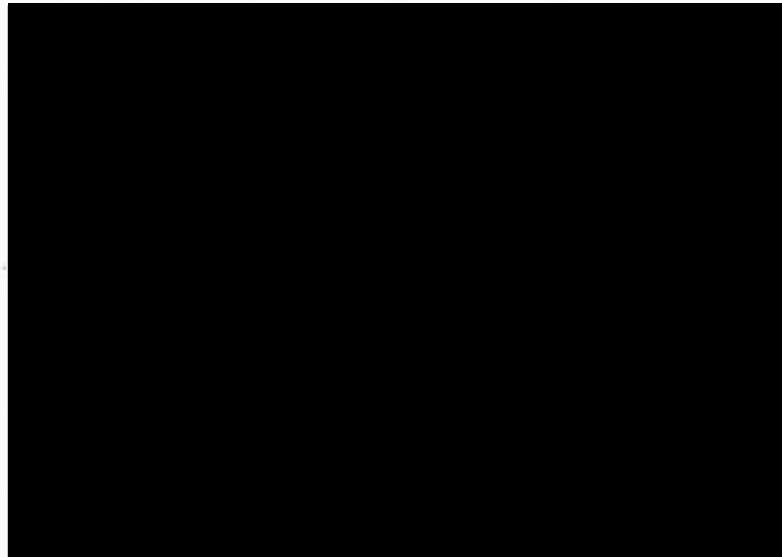
[Redacted]

[Redacted]

[Redacted]

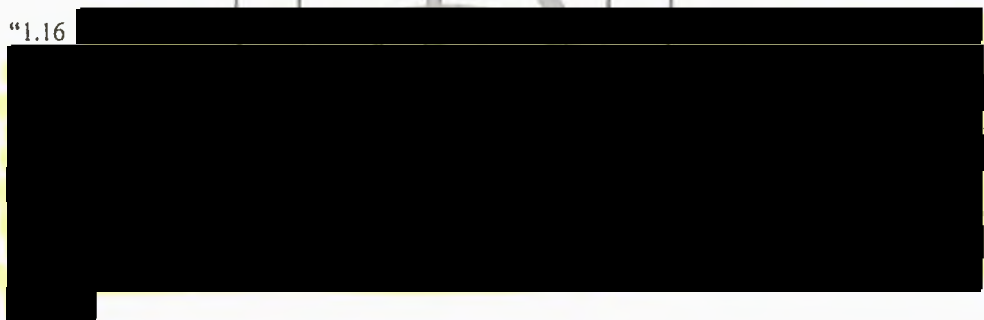
[Redacted]

Licensee acknowledges that in respect of the following Pictures it is in possession of all required Masters, publicity and marketing materials:



12. **Standard Terms and Conditions:** A new paragraph 1.16 is hereby added to the Standard Terms and Conditions of the Agreement as follows:

"1.16



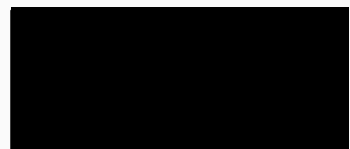
13. **Exhibits C, D and E:**

- (i) Exhibit C attached to the Agreement is hereby deleted in its entirety and replaced by a new Exhibit C, attached hereto and incorporated herein by this reference.
- (ii) New Exhibits D and E are hereby added to the Agreement, attached hereto and incorporated herein by this reference.

14. **Effective Date:** The Effective Date of this third amendment shall be 01 January 2020.

15. **Definitions:** All definitions used herein shall have the meanings ascribed to them in the Agreement unless expressly stated otherwise.

16. **Ratification:** Except as expressly varied hereby, the Agreement is hereby ratified and all terms and conditions of the Agreement shall remain in full force and effect.



Please sign below in the appropriate space to acknowledge your agreement with the above.

Very truly yours,

Accepted and agreed to:

[Redacted Signature]

[Redacted Signature]

THE WALT DISNEY COMPANY LIMITED

ČESKÁ TELEVIZE

By: [Redacted Signature]

By: Petr Dvořák

Title: Deputy Regional Counsel, Legal

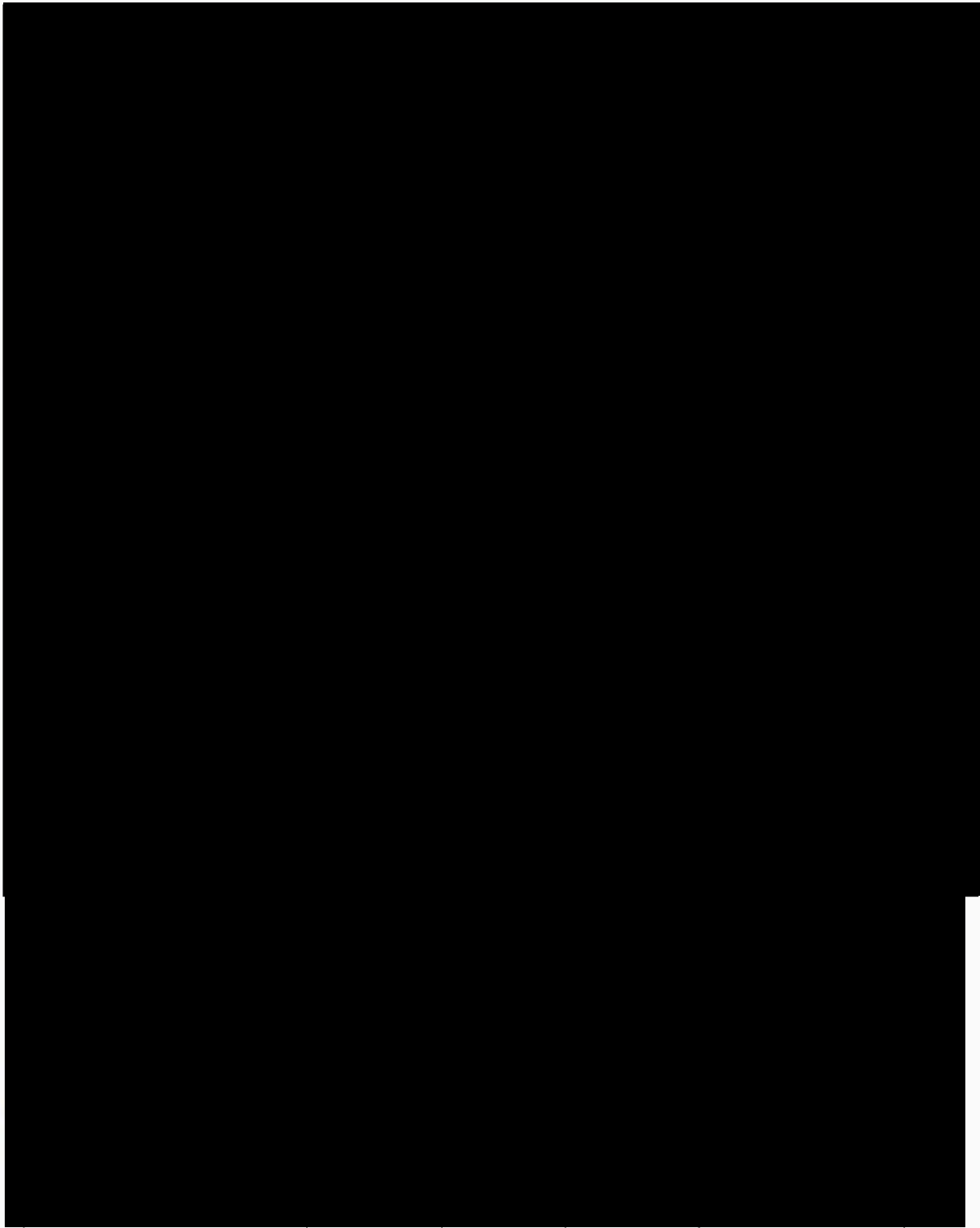
Title: General Director

12-04-2000

EXHIBIT C
O-CZ-006128-F
Year 3 Pictures

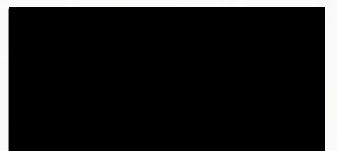
Product Title	Availability Date	Expiration Date	Number of Runs	License Fee (USD)
Features				
[Redacted]				
DTV				
[Redacted]				
Series				

[Redacted]



				Total License Fee: US\$717,155.00
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END OF EXHIBIT C



**EXHIBIT D
O-CZ-006129-F
Factual Package**

Product Title	Availability Date	Expiration Date	Number of Runs	License Fee (USD)
Series				
				Total License Fee: US\$52,950.00

END OF EXHIBIT D

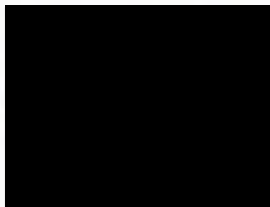


EXHIBIT E
O-CZ-006129-F
Additional 2020 Pictures

Product Title	Availability Date	Expiration Date	Number of Runs	License Fee (USD)
Series				
[REDACTED]				
				Total License Fee: US\$251,886.00

END OF EXHIBIT E

