

Česká televize
Company ID number: 00027383

and

SOCIETE NOUVELLE DE CINEMATOGRAPHIE

Company ID number: B 400 372 512

Programme Licence Agreement

number [To be added]

108 1347/2381

Subject matter of the agreement:

Price or value:

Date of execution:

Programme licence acquisition

8.300 EUR

17/11/17

TELEVISION RIGHTS AGREEMENT


THIS AGREEMENT BETWEEN:**SOCIETE NOUVELLE DE CINEMATOGRAPHIE**

A company with a capital of 3 330 000 Euros
TVA n° FR 13 400 372 512
having its registered office at
89, Avenue Charles de Gaulle, 92575 Neuilly sur Seine cedex
FRANCE
Nanterre Trade and Companies Register No. B 400 372 512,
duly represented by Mr. Thierry DESMICHELLE,

hereinafter referred to as "SNC",

AND

CESKA TELEVIZE

Public Company established by the Czech Television Act No 483/1991 Coll.,
VAT: CZ00027383
having its registered office at
Kavci hory, Na Hrebenech II 1132/4, 140 70 Praha 4,
Czech Republic,
represented by , Head of Program Acquisitions

hereinafter referred to as "Licensee",

IT HAS BEEN AGREED AS FOLLOWS:

DEFINITIONS

Free Television shall designate and mean the broadcast by a crypted or non crypted method, of a work by hertzian waves, satellite or cable, including IPTV, meant to be received on television sets as part of the programs of a network clearly received by the viewer without payment of a determined fee specific to that network, provided that for this purpose, government television assessments or taxes will not be deemed a charge to the viewer.

I - DEAL TERMS

ARTICLE 1 - SUBJECT

SNC shall supply Licensee, on the terms set forth below, with a full length motion Picture having the following characteristics:

1-1- TITLES AND DURATION :

hereinafter referred to as : "the Picture"

1-2- DIRECTOR:

1-3- YEAR OF PRODUCTION:

1-4- ORIGIN:

1-5- COLOR:

Yes

1-6- ORIGINAL VERSION:

French

1-7- TERRITORY:

hereafter referred to as « the Territory ».

1-8- AUTHORIZED LANGUAGE: The original version of the Picture dubbed and/or subtitled in [REDACTED] at the charge and risk of the Licensee.

hereafter referred to as « the Authorized Language »

Licensee at its election may use the [REDACTED] made by a previous Distributor (if available and acceptable), or use this version to dub and/or subtitle the Picture into [REDACTED]

It is agreed that Licensee shall grant SNC an access to the [REDACTED] made by the Licensee pursuant to this agreement [REDACTED]

1-9- RIGHTS LICENSED on an [REDACTED] for the licensed Territory:

For the avoidance of doubt, and without limitation, the rights granted herein exclude all Rights in the nature of Video On demand, Near Video On Demand and Internet and On Line Rights, which rights shall form part of those rights reserved to SNC.

All other rights not specifically licensed are reserved to SNC.

It is agreed between the parties that, each Licensed Right do not include either the right to broadcast or the right to exhibit or to reproduce the Picture with a view to an on-line exploitation,

through the medium of a telecommunication network and/or an interactive data communication system, such as Teletel, Internet etc... networks, or the right to authorize the on-line downloading of the Picture.

1-10- PERIOD: SNC grants to Licensee the Rights Licensed defined in article 1-7, within a period [REDACTED]

1-11- EXPLOITATION TV RIGHTS: Licensee hereby acquires the right to broadcast [REDACTED] the Picture in the Territory and only in the Authorized Language. [REDACTED]

1-12- LICENSE FEE: Licensee shall pay to SNC, a License Fee [REDACTED]

1-13-SCHEDULE OF PAYMENT: A total and outright amount of €7 500 exclusive of taxes (seven thousand five hundred Euros exclusive of taxes) which shall be payable as follows:

It is understood that the amount hereabove mentioned is subject to the withholding taxes in force in the Territory.


Timely payment is conditioned upon receipt of the valid confirmation of French residency of the Licensor issued by the appropriate Tax Authority of France, unless such

valid confirmation has already been provided to the Licensee during the applicable year.

SNC acknowledges to be the beneficial owner of the licence fee.

It is agreed that the License fee is due to SNC in its entirety by Licensee, even if for any reason whatsoever, Licensee would decide not to exploit the right hereby granted.

1-14 - EXPLOITATION MATERIAL:



SNC shall supply the Licensee, at Licensee's costs, with a HD Prores files with OV + M&E audio tracks at Licensee's technical specifications (see Appendix A),. The material's price is € 800 (eight hundred euros) at Licensee's charge.

Scripts, music cue sheets and available advertising materials will be delivered for free.

1-15 – FRONT PAGE:

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.

1-16 – COUNTERPARTS:

This Agreement comes into force upon its signature by both contracting Parties. It has been executed in three counterparts, each valid as an original, of which the Licensee shall receive two counterparts and SNC shall receive one counterpart. SNC undertakes to send (i.e. to submit to the courier/mail service) signed Licensee's counterparts within 10 working days after its signature at the latest.

1-17 – CONFIDENTIALITY:

The Parties agree that the content of this Agreement, as well as any information that may have come to either Party's attention during the process of negotiation preceding the execution of this Agreement and/or its fulfillment, is considered to be confidential and neither contracting Party shall be authorized to disclose to any third party such information without the prior written consent of the other Party. Since this Agreement is subject to an obligation to make the contents of this Agreement public based on the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the "**Act on Registration of Agreements**"), information in this Agreement highlighted in yellow shall be redacted (blackened out) pursuant to the Act on Registration of Agreements upon mutual agreement. Information not highlighted in yellow shall not be subject to the duty of confidentiality pursuant to this provision. Only the Licensee shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 80 days commencing upon its execution. Provided that the Licensee does not make the Agreement public within this time period, either Party shall be authorized to make the Agreement public pursuant to the Act on Registration of Agreements.

II: STANDARD TERMS

Note: The inclusion in these Standard Terms and Conditions of provisions which pertain to any rights not specifically licensed to Distributor in the Deal Terms is for the ease of drafting only. The inclusion of any such provision(s) does not grant to Distributor explicitly or by implication any rights not specifically licensed in the Deal Terms.

References herein to the "Deal Terms" shall mean the agreement to which these Standard Terms and Conditions are attached (including the Schedule of Definitions). In the event of any discrepancy between the terms of the "Deal Terms" and these Standard Terms and Conditions, the terms of the "Deal Terms" shall prevail.

ARTICLE 2 – RIGHTS GRANTED

SNC grants to Licensee, which accepts, the television exploitation rights of the Picture defined in the Article 1 of the present contract, under the conditions and for the Territory defined in Article 1 of this agreement.

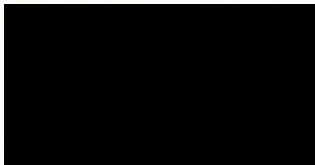
Definition of the television exploitation

shall designate and mean the broadcast or re-broadcast the Picture, by any and all Transmission Means (satellite, hertzian, cable, xDSL, Fibre, Wi-Fi, Wi-Max, 2.5 (GPRS), 2.75 (EDGE), 3G (UMTS), 3.5 (HSDPA), DVB-H, DMB...) meant to be received on the screen of a television receiver or any other Playback Devices such as computer, mobile, etc..., as part of the programs of a network clearly received by the viewer without payment of a determined fee specific to that network.

Licensee shall have the right to advertise, publicize and promote the broadcast of the Film in any media.

Licensee undertakes to avoid any significant transmission outside the Territory, to avoid infringement of exclusive rights licensed by SNC in contiguous Territory in which an individual reception is possible and shall indemnify SNC against any claim by any third party in this respect.

Subject to the respect of the authors and directors moral rights of either one of the Picture, it is expressly understood and agreed that excerpts up to 3 (three) minutes of the Picture can be used for promotional purposes. SNC also authorizes the Licensee to insert commercial and/or



promotional materials during the Picture broadcasting provided that the editorial content and the advertising content are readily recognisable as such and clearly separate by optical and/or acoustic and/or spatial means including by using the split screen advertising technique.

Licensee insures SNC against any claim or action which may be brought against it due to the Licensee's breach of any of its obligation mentioned in this agreement, and indemnifies SNC and holds it harmless for any costs, including litigation costs, which may arise there from.

Any and all exploitation rights of the Picture non expressly mentioned here above are excluded from this assignment.

ARTICLE 3 - PAYMENT

In consideration of the rights so assigned to it, Licensee shall pay to SNC the sum specified in Article 1, upon receipt of an applicable invoice which contains the VAT-numbers of both parties.

This sum is due in full by Licensee even if, for any reason whatsoever, Licensee would decide not to exploit the rights granted hereby.

Licensee shall make payment of the sum by wire transfer to SNC's order on presentation of an invoice by SNC. SNC agrees that such payment shall discharge Licensee's payment obligation.

Any and all payments due to SNC shall be made by transfer in favour of SNC with Bank AGENCE Paris Etoile Entr (03175) to the account number:

RIB 30003 03640 00020017251 34
IBAN FR76 3000 3036 4000 0200 1725 134
BIC SOGEFRPP

Licensee shall send SNC to their address 89, avenue Charles de Gaulle, 92575 Neuilly sur Seine - France, a duplicate of the transfer to the account, the particulars of which are hereinabove specified after having made the transfer. It shall promptly undertake with the competent authorities all necessary steps to obtain the transfer authorisations corresponding to such payments.

ARTICLE 4 - TAXES

As the amounts to be paid hereunder constitute sales to a foreign country, they are not liable to VAT, in pursuance of article 262 of the French General Tax Code.

SNC is a French resident and as such is liable for tax in France.

SNC shall take the necessary steps with the French taxation authorities for the double taxation exemption when Licensee is invoiced.

ARTICLE 5 - DELIVERY

5-1 To enable the Licensee to exercise the rights so assigned, SNC shall supply it with materials as provided in article 1.

The Licensee has 30 (thirty) days to accept or refuse the material. If notice of refusal is not given within that time, the print shall be deemed accepted.

5-2 SNC shall deliver with the material of the Film all documents as it may have for advertising its broadcasting.

5-3 SNC undertakes to also supply the Licensee with a detailed list of the information necessary for the musical royalty statements (in particular to the lyricists, composers and directors) and the music cue sheet.

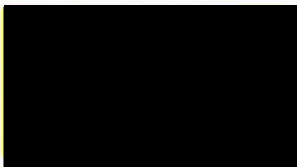
ARTICLE 6 - TELEVISION EXPLOITATION OBLIGATIONS

6-1 In releasing the Picture on Television, Licensee shall not authorise the Picture to be telecast by any form of Free TV from or within the Territory for more than the Exclusive Period and or the number of authorised run(s) and re-run(s) or authorised playdate(s) as specified for each such Licensed Right in the Deal Terms.

6-2 SNC represents that it has the authorisation of the authors or other holders of rights to each Picture for, if broadcast, to be preceded, interrupted and/or followed by commercials in accordance with the legal rules in force in the Territory on the date of the broadcast.

6-3 Licensee undertakes to exploit the Picture or to grant the television exploitation rights of the Picture in its entirety, opening and closing credit titles included, as delivered by SNC, subject to the provisions of article 6-1 here above. It shall not enable to divide either one of the Picture, except for the sequences used for its promotion. Licensee shall not make any cuts, changes, or insertions in any materials furnished by SNC, except to the extent necessary to conform to censorship and time requirements.

6-4- SNC warrants that during the license period for any Free TV Licensed Right it will not broadcast or authorise a broadcast of the Picture in any Authorised Language which broadcast



originates from outside the Territory and is intended for primary reception within the Territory.

SNC acknowledges and accepts that a broadcasting of the Picture by a TV station that has been licensed to do so by Licensee might be received beyond the Territory and/or might be retransmitted to cable systems. This will not be considered between the parties as a breach of contract.

ARTICLE 7 - WARRANTIES

7-1 SNC represents that it is the sole holder for the Territory of the rights of exploitation of the Picture, and that it has unrestricted and unconditional disposal of all copyrights and neighbouring rights of everyone who participated in the production or can claim any right whatsoever with regard to the Picture, except the musical copyrights and neighbouring musical rights, with respect to which Licensee shall directly pay the royalties to the appropriate authors' societies and collecting societies on the Territory.

Within this agreement SNC assigns to Licensee all necessary rights for an exclusive and unrestricted utilization of the contractual rights.

SNC shall indemnify Licensee, insofar as the latter complies with this Agreement, against all claims or actions asserted against it, on any ground in connection with the exercise of the rights granted to it by this Agreement, by the authors or their heirs, representatives or assignees, editors, directors, actors or anyone else asserting any rights with respect to the Picture, and hold Licensee harmless from all entailed expenses of litigation.

7-2 Licensee shall indemnify SNC against all recourse by the holders of the rights to the Picture sold in event of a use not in compliance with this Agreement.

Licensee shall not use, make available, duplicate or allow duplication for commercial or other purposes the Picture for a use other than the one provided for in this agreement, and shall hold SNC harmless on that score.

ARTICLE 8 – COPYRIGHT INFRINGEMENT

SNC and Licensee acknowledge that it is their mutual best interest to prevent piracy of the Picture in the Territory. Thus, SNC shall cooperate with Licensee in seeking to prevent or remedy any such act of piracy.

If Licensee shall fail or refuse to take any action, then, in addition to any other rights SNC shall have hereunder or at law, SNC may (but shall not be obliged to) do so, in SNC's name or

Licensee's name. Any recovery from such action undertaken by SNC shall be paid to SNC.

Licensee shall immediately notify SNC in writing of the occurrence of any event relating to the provisions of this article and all actions taken with regard thereto.

Licensee agrees that SNC shall not be responsible for any unauthorized prints of the Picture or any video cassettes or discs thereof which may appear in the Territory, not for any unauthorized reception in the Territory of television broadcasts originating from outside the Territory.

ARTICLE 9 – DEFAULT AND TERMINATION

SNC's Default: SNC shall be in default if SNC breaches any material term, covenant, or condition of this Agreement.

Notice to SNC: Licensee shall give SNC written Notice of any claimed default. Then SNC shall have fifteen (15) days after its receipt to cure any default. If the default is incapable of cure, or if SNC fails to cure within the times provided then Licensee, in addition to any other rights or remedies, may terminate this Agreement.

In the case of insolvency of the Licensee, the rights shall automatically fall back to SNC. This regulation is null and void after payment of the total licence fee.

Licensee's Default: Licensee shall be in default if Licensee breaches any material term, covenant, or condition of this Agreement.

Notice to Licensee: SNC shall give Licensee written Notice of any claimed default. Licensee shall have fifteen (15) days after receipt of SNC's Notice to cure any default. If the default is incapable of cure, or if Licensee fails to cure within the times provided then SNC, in addition to any other rights or remedies, may terminate this Agreement.

ARTICLE 10- SUSPENSION AND WITHDRAWAL

10-1 SNC may in its absolute discretion suspend Delivery or exploitation of the Picture or withdraw the Picture at any time due to Force Majeure and/or external causes.

Force Majeure and/or external causes include but is not limited to, any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest; unavoidable accident; breakdown of electrical or sound equipment; failure to perform or delay by any laboratory or supplier; non-delivery of the Exploitation Materials from Producer to SNC; delay or lack of transportation; embargo, riot, war, insurrection or civil unrest; any Act of God including inclement weather; any act of legally constituted authority; or any other cause beyond the reasonable control of either party.

10-2 Effect of Suspension: Licensee will not be entitled to claim any damages or lost profits for any suspension. Instead, the Term will be extended for the length of each suspension. If any suspension lasts more than 3 (three) consecutive months, then either party may terminate this Agreement on 10 (ten) days' notice.

10-3 Effect of Withdrawal: if the Picture is withdrawn or this Agreement is terminated after a period of Suspension, then SNC must either substitute another motion Picture of like quality mutually satisfactory to SNC and Licensee. In no case may Licensee collect any "lost profits" or consequential damages.

ARTICLE 11- INDEMNITIES

11-1- Licensee's Indemnities: Licensee shall indemnify and hold harmless SNC including its officers, directors, partners, owners, shareholders, employees, and agents from all claims, loss, liability, damages or expenses, including reasonable attorneys' fees due to Licensee's breach of any of its representations or warranties set out in this Agreement.

11-2- SNC's Indemnities: SNC shall indemnify and hold harmless Licensee including its officers, directors, partners, owners, shareholders, employees, and agents from all claims, loss, liability, damages or expenses, including reasonable attorneys' fees due to SNC's breach of any of its representations or warranties set out in this Agreement.

ARTICLE 12- ASSIGNMENT AND SUBLICENSING

Licensee may freely assign or transfer this Agreement, or sublicense or use an agent to exploit any of the rights granted to Licensee after the prior information to SNC by mail or letter. This Agreement shall be binding on such authorized assignee, transferee, subdistributor or agent but shall not release Licensee of any of its obligations under this Agreement.

ARTICLE 13 - MISCELLANEOUS PROVISIONS:

13-1- Conflict: In case of any conflict between this Agreement and any material Law, ordinance, rule or regulation, the latter shall prevail.

13-2- Notices: All notices to/from SNC and/or Licensee must be in writing ("Notice") and sent to a Party at its address on the Cover Page by fax, telex, telegram or first-class mail. Notice shall be effective when received. Either Party may change its place for Notice by Notice duly given.

13-3- Modification: No modification or amendment of this Agreement shall be effective unless in



writing and signed by both Parties.

13-4- Captions: Captions and paragraph headings are for convenience only.

13-5- Agreement: This Agreement contains the entire understanding of the Parties regarding its subject matter. It supersedes all previous written or oral negotiations, deal memos, short form agreements, understandings or representations between the parties regarding its subject matter, if any. Each Party expressly waives any right to rely on such negotiations understandings or representations, if any.

ARTICLE 14- JURISDICTION

This Agreement shall be governed by and interpreted under the law of French Republic. The Forum shall be the Tribunal de Commerce of Paris, France.

Made on Neuilly on November 22th, 2015,
IN DUPLICATE

CESKA TELEVIZE

SNC

17 -01- 2017

Thierry DESMICHELLE

APPENDIX A

Czech TV Technical Specifications						
		SD	HD	SD	HD	NOTE
1	<i>File Container</i>	MXF	MXF	QT	QT	
2	<i>Video Codec</i>	IMX D-10	XDCam HD 422	ProRes 422	ProRes 422	
3	<i>Video Bitrate</i>	50 Mb/s	50 Mb/s	41Mb/s and higher	122Mb/s and higher	
4	<i>CBR/VBR</i>	CBR	CBR	VBR	VBR	
5	<i>Frame Rate</i>	25	25	25	25	
6	<i>Aspect Ratio</i>	4:3, 16:9	16:9	4:3, 16:9	16:9	
7	<i>Resolution</i>	720x576	1920x1080	720x576	1920x1080	
8	<i>Color Sampling</i>	4:2:2	4:2:2	4:2:2	4:2:2	
9	<i>Interlaced / Progressive</i>	Same as Source	Same as Source	Same as Source	Same as Source	
11	<i>Audio Codec</i>	PCM	PCM	PCM	PCM	
12	<i>Audio Channels</i>	4 (2 x stereo)	4 (2 x stereo)	4 (2 x stereo)	4 (2 x stereo)	If MONO 1=2, 3=4
13	<i>Sample Frequency</i>	48 kHz	48 kHz	48 kHz	48 kHz	
14	<i>Audio Bit Depth</i>	24	24	24	24	
15	<i>Audio Channels 1,2</i>	Original MIX	Original Mix	Original MIX	Original Mix	
16	<i>Audio Channels 3,4</i>	M&E	M&E	M&E	M&E	
17	<i>Color Bars / Test Tone</i>	NO	NO	NO	NO	
18	<i>Time Code Start</i>	10:00:00:00	10:00:00:00	10:00:00:00	10:00:00:00	