

CESKA TELEVIZE,

Public Company established by the Czech Television Act No 483/1991 Coll., VAT No. CZ00027383, whose registered address is Kavci hory, 140 70 Praha 4, Czech Republic, represented by [REDACTED], Head of Program Acquisitions hereinafter called "THE LICENSEE" of the one part

and

EDITIONS RENE CHATEAU,

whose registered address is 72, rue Lauriston, 75116 Paris, France
VAT No FR 51303588479
represented by [REDACTED]
hereinafter called "THE LICENSOR" of the other part

hereby execute this

PROGRAMME LICENCE AGREEMENT
(hereinafter "the Agreement")

Basic Terms and Conditions

- 1) „The Program” shall mean the feature film entitled [REDACTED]
[REDACTED]
- 2) „License Fee“ shall mean EUR 9.000 (to wit: nine thousand Euros) to be paid based on an invoice issued by the Licensor upon the signature of the licence agreement. The payment shall be due as follows:

[REDACTED]

Bank : Barclays Bank
IBAN : FR76 3058 8610 8172 9950 2010 191
BIC : BARCFRPP

The Licensor acknowledges to be the beneficial owner of the license fee.
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.

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.

It is hereby agreed that should the Licensor choose to deliver invoices by means of electronic mail, the Licensor shall be obliged to send PDF format invoices using his e-mail address to the e-mail address of the Licensee: faktury@ceskatelevize.cz. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.

- 3) „Territory“ shall mean the territory of the [REDACTED]

- 4) „Licensed Rights“ shall mean [REDACTED]
[REDACTED]

5) „License Term“ shall mean [REDACTED] or on completion of the number of Runs whichever is the sooner subject to earlier termination pursuant to this Agreement.

6) “Number of Runs” shall mean [REDACTED] For the avoidance of any doubts it is hereby stipulated that the Licensee shall be authorized to transmit the Program simultaneously on more channels owned and operated by Licensee in which case such transmission shall be considered as one run.

7) “Authorized Language” shall mean [REDACTED]

8) ”Materials” HDCAM PAL 16:9 in original version on loan for 4 weeks or HD digital files in conformity with the Licensee’s Technical Specifications (see Appendix A) sent via ftp or on a harddisk, free of charge.

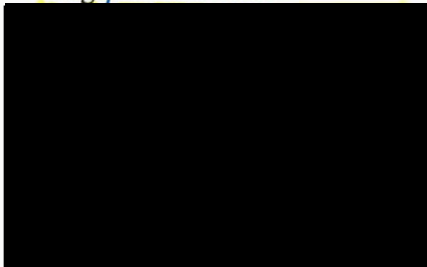
Music Cue Sheet and Promotional Materials (including some high definition pictures) free of charge.

Shipping costs: Materials shall be delivered at the Licensee’s expense to the following shipping address: Ceska televize, Kavci hory, 140 70 Praha 4, Czech Republic.. Materials shall be delivered on or before 1st October 2015. DHL account number of the Licensee is 954953667.

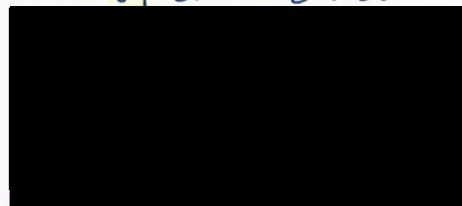
In the event of a conflict between these Basic Terms and Conditions and the Standard Terms and Conditions, the provisions of these Basic Terms and Conditions shall prevail.

The signatories hereto represent and warrant that they are authorized to sign this Agreement on behalf of the respective named parties.

Prague on 20 -10- 2015



Paris on 25 Septembre 2015



ÉDITIONS RENÉ CHATEAU
72 RUE LAURISTON - 75116 PARIS
TÉL. : [REDACTED] - Fax : [REDACTED]
www.renechateauvideo.com
RCS PARIS 75 B 46 51



STANDARD TERMS AND CONDITIONS

A. Exclusive license

- 1) In consideration for the License Fee the Licensor hereby provides the Licensee with an exclusive right to broadcast the Program on the Territory during the License Term.
- 2) Except as provided herein, the Program shall be broadcast in its entirety in a single continuous time period. Subject to the following sentence, Licensee is authorized to make only such minor cuts or deletions as may be necessary to make the Program to conform to applicable laws, government orders and regulations and collective bargaining agreements, to meet reasonable and customary broadcast time segment requirements and to insert reasonable and customary amounts of commercial matter, but in no event shall such insertions, cuts or deletions detract from the artistic or pictorial quality of the Program or interfere with its continuity.
- 3) The Licensee shall have the non-exclusive right at its own expense to use short excerpts of the Program not exceeding 3 minutes in order to advertise, publicize or promote broadcasting of the Program and/or Licensee's broadcasting by any media subject to no further consideration. Further the Licensee is authorized to include crawling messages during the broadcast of the Program.
- 4) The Licensee shall further be entitled to publicize promotion and information materials provided by the Licensor for the purposes of promoting broadcasting of the Program subject to no further consideration.
- 5) The Licensee shall be authorized to include sponsorship messages before or after the Program in conformity with the laws of the Territory.
- 6) The Licensee is specifically permitted to dub the programs [REDACTED]
- 7) The Licensee may at its discretion use an existing [REDACTED]
- 8) The Licensee shall not be obliged to exploit rights granted hereby.

B. Materials and delivery

- 1) Materials to be delivered –as specified in Basic Terms and Conditions. Further the Licensor will timely supply the Licensee with scripts in original language, publicity materials and music cue sheets for the Program free of charge. Music cue sheets shall include information about each musical composition – its title, name of the author of the music and lyrics, identification of the publisher and exact footage of each musical composition.

- 2) The Licensee undertakes to carry out a technical check within 30 days after the delivery. Materials supplied by the Licensor shall be in first class condition and shall correspond to the technical standard required by the Licensee. In case the Materials are not physically suitable for broadcast and the Licensee has notified the Licensor within 30 day period and has provided a technical report specifying in detail the technical defect which renders the Materials technically unusable for broadcast then the Licensor shall cause the defect to be corrected and shall provide the Licensee with such replacement materials within 14 days since the delivery of the notification of the unsuitability. Failing such replacement, contracting parties may mutually agree on a substitute program to be furnished to the Licensee. Otherwise the Licensee shall have a right to terminate this Agreement pursuant to Section E. The cost of replacement materials, freight included will be paid by Licensor.

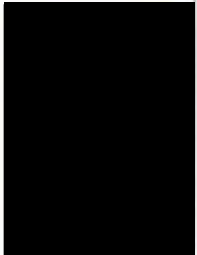
C. Warranties of the Licensor

- 1) The Licensor hereby declares and warrants that it has the right to license the Program on the terms provided in this Agreement and that it has not entered into and shall not enter into any arrangement or understanding or do any act which might in any way restrict or impair the free and unrestricted exercise of them by the Licensee or which conflicts with Licensor's obligations under this Agreement.
- 2) The Licensor hereby declares and warrants that all rights in the music or musical composition contained in the Program hereby licensed are either in the public domain in the Territory, or controlled by the Licensor sufficient to allow the Licensee to exploit them without additional payment, or available by license from a music performing rights society in the Territory, in which case the Licensee will be responsible for obtaining a license at its own expense provided that Licensor has delivered to Licensee full and complete music cue sheet containing all relevant information as requested by such music performing rights society.
- 3) The Licensor further declares and warrants that neither the Program nor the exercise of any licensed right does or will during the applicable license period defame, or hold in a false light, or infringe any privacy or publicity or other personal right of any person, or infringe any copyright, trademark, trade secret, right of ideas, or similar property right of any person.
- 4) The Licensor hereby agrees to indemnify and keep the Licensee and its respective officers, directors, employees, agents and representatives indemnified from and against all claims, damages, demands, liabilities, injuries, judgments, losses, costs and expenses, including reasonable legal fees, suffered or incurred by the Licensee pursuant to a claim by a third party arising out of Licensor's breach of the warranty set out in this Section C.

D. Restrictions and obligations of the Licensee

- 1) The Licensee shall not distribute or exhibit the Program or any part thereof after the expiration of its License Term.
- 2) The Licensee shall as far as reasonably possible protect the Program from all forms of unauthorized copying and piracy.
- 3) For the avoidance of doubt, nothing in this Agreement shall limit the Licensee in any way in the exercise of its right to its broadcast pursuant to relevant provisions of the act number 121/2000 Coll., the Copyright Act.

E. Termination



- 1) The Licensor shall be entitled to terminate this Agreement by written notice to the Licensee if the Licensee has failed to make payments as required under this agreement and shall have failed to remedy the same within 30 (thirty) days of receiving a written notice specifying the breach and requiring its remedy.
- 2) The Licensee shall be entitled to terminate this Agreement by written notice to the Licensor if the Licensor fails to provide the Licensee with Materials or substitute materials within deadlines given in section B and/or complete music cue sheets including all requirements pursuant to this Agreement on or before the commencement of the License Term. In case of termination of this Agreement by the Licensee due to the reasons given in this section the Licensor shall refund the already paid License Fee to the Licensee.
- 3) Each party shall be entitled to terminate this Agreement by written notice to the other party if the other party shall have committed any substantial breach of contractual obligations and shall have failed to remedy the same within 30 (thirty) days of receiving a written notice specifying the breach and requiring its remedy.

F. Miscellaneous

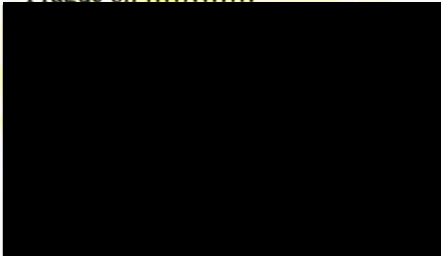
- 1) **Confidentiality:** Parties shall keep confidential and shall not disclose to any third parties any matters relating or incidental to the Agreement or to the business of the other party provided that this clause shall not apply to any disclosures that may be required by any applicable law, government order or regulation or by order or decree of any court of competent jurisdiction.
- 2) **Governing law:** This Agreement shall be interpreted in accordance with the laws of Czech Republic. Contracting parties have agreed that section 558 subsection 2 of the act number 89/2012 Col, the Civil code shall not apply as no business practice have been established between the parties.
- 3) **Jurisdiction** In relation to any legal action or proceedings arising out of or in connection with this Agreement ('Proceedings'), each of the parties irrevocably submits to the exclusive jurisdiction of the Czech courts (the City court at Prague) and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.
- 4) **Entire agreement:** This Agreement constitutes the entire agreement, and supersedes any previous agreements, either oral or written, between the parties relating to the subject matter of this Agreement. The parties agree that no representations or promises have been made by the Licensor except those which are expressly set out in this Agreement.
- 5) **No Waiver:** A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 6) **Survival:** All representations, warranties and indemnities made herein and the confidentiality provisions shall survive the expiry and/or termination of this Agreement and shall remain in full force and effect.
- 7) **Relationship of the Parties:** Nothing contained in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or to constitute one party the agent or employee of the other for any purpose whatsoever.

- 8) **Notices:** All communications between the parties with respect to any of the provisions of this Agreement shall be sent to the addresses set out at the head of this Agreement, or to such other addresses as may be notified by the parties, by hand, by fax or by pre-paid registered or recorded delivery post.

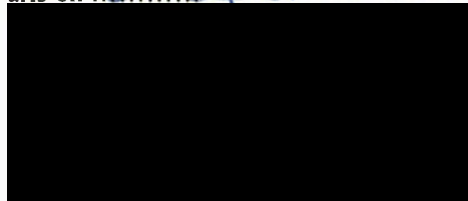
G. Final provisions

- 1) Any amendment or variation hereto must be in writing and signed by the duly authorized representatives of both parties hereto.
- 2) This Agreement comes into force by having been signed by both contracting parties. It has been executed in two counterparts, valid as originals, of which each party will receive one counterpart.

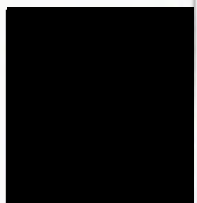
Prague on 20-10-2015



Paris on 25 septembre 2015



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72 RUE LAURISTON - 75116 PARIS
TÉL. : [REDACTED]
www.renechateauvideo.com
RCS PARIS 75 B 46 51



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	