



**Czech Television**

VAT No.: CZ00027383

a

**Unitel GmbH & Co. KG**

VAT No.: DE300936832

**C O P R O D U C T I O N   A G R E E M E N T**

No. 1081747/542

Object of Agreement: **rights and obligations in the production and broadcast of  
an audio-visual recording**

Price or value: **78.760 EUR**

Date of signature: 20.2.2017

**AGREEMENT OF COOPERATION**

between

**Czech Television**

Kavčí hory  
CZ - 140 70  
Prague 4  
Czech Republic  
VAT No.: CZ00027383  
represented by Petr Dvořák, director

- hereinafter named "CZECH TELEVISION" -

and

**Unitel GmbH & Co. KG**

Grünwalder Weg 28d  
D - 82041 Oberhaching  
Germany  
VAT No.: DE233404324  
represented by Jan Mojto, Managing Partner

- hereinafter named "UNITEL" -  
- together hereinafter "the Parties" -

**1. SUBJECT OF AGREEMENT**

- 1.1 The subject hereof is definition of the Parties' rights and obligations during realization of production and transmission of an audio-visual recording of the following project concerning all symphonies by Bohuslav Martinů:

Conductor:

Orchestra:

Location:

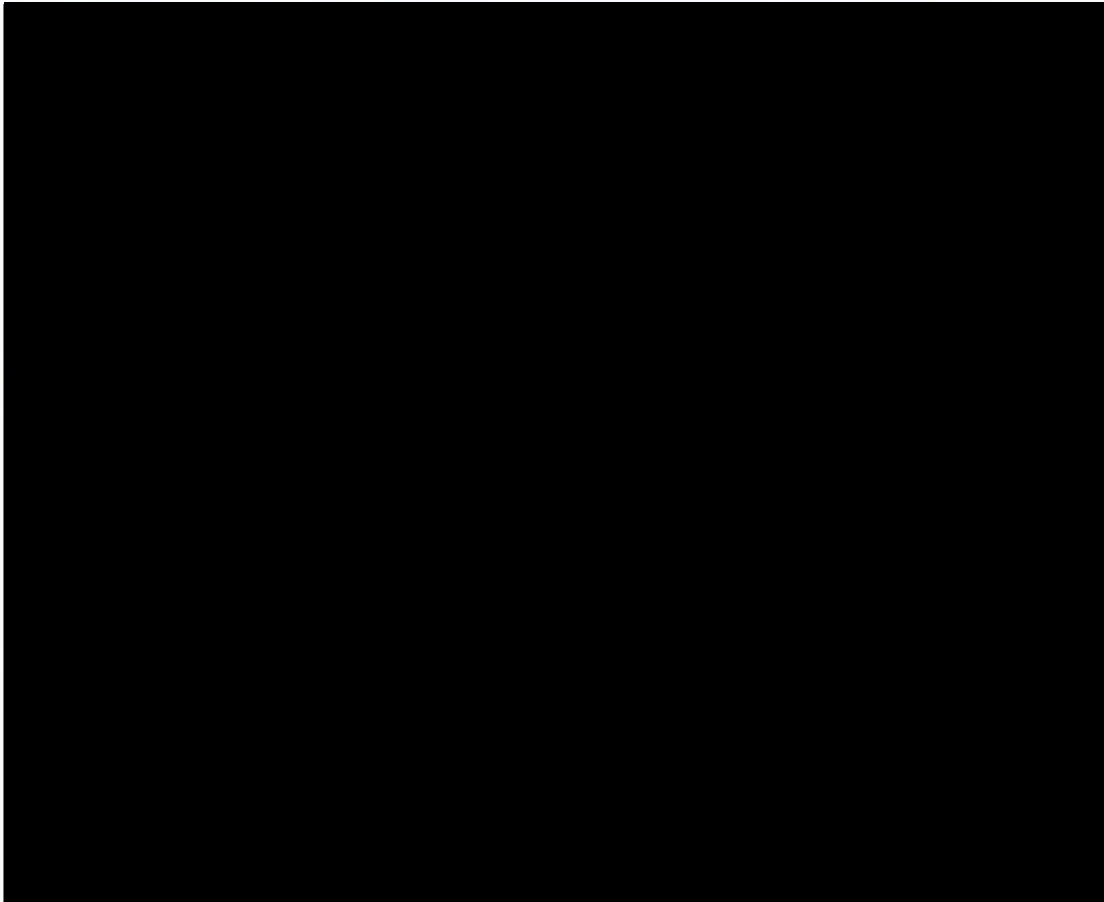
Video Director:

Rudolfinum, Prague

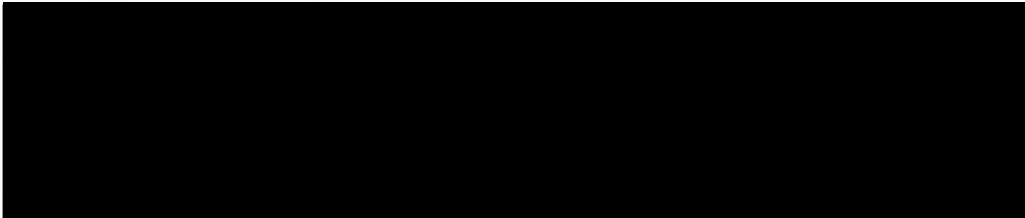
First concert of the project

[REDACTED]

[REDACTED]



In addition:



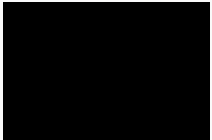
- hereinafter referred to as "Programme".

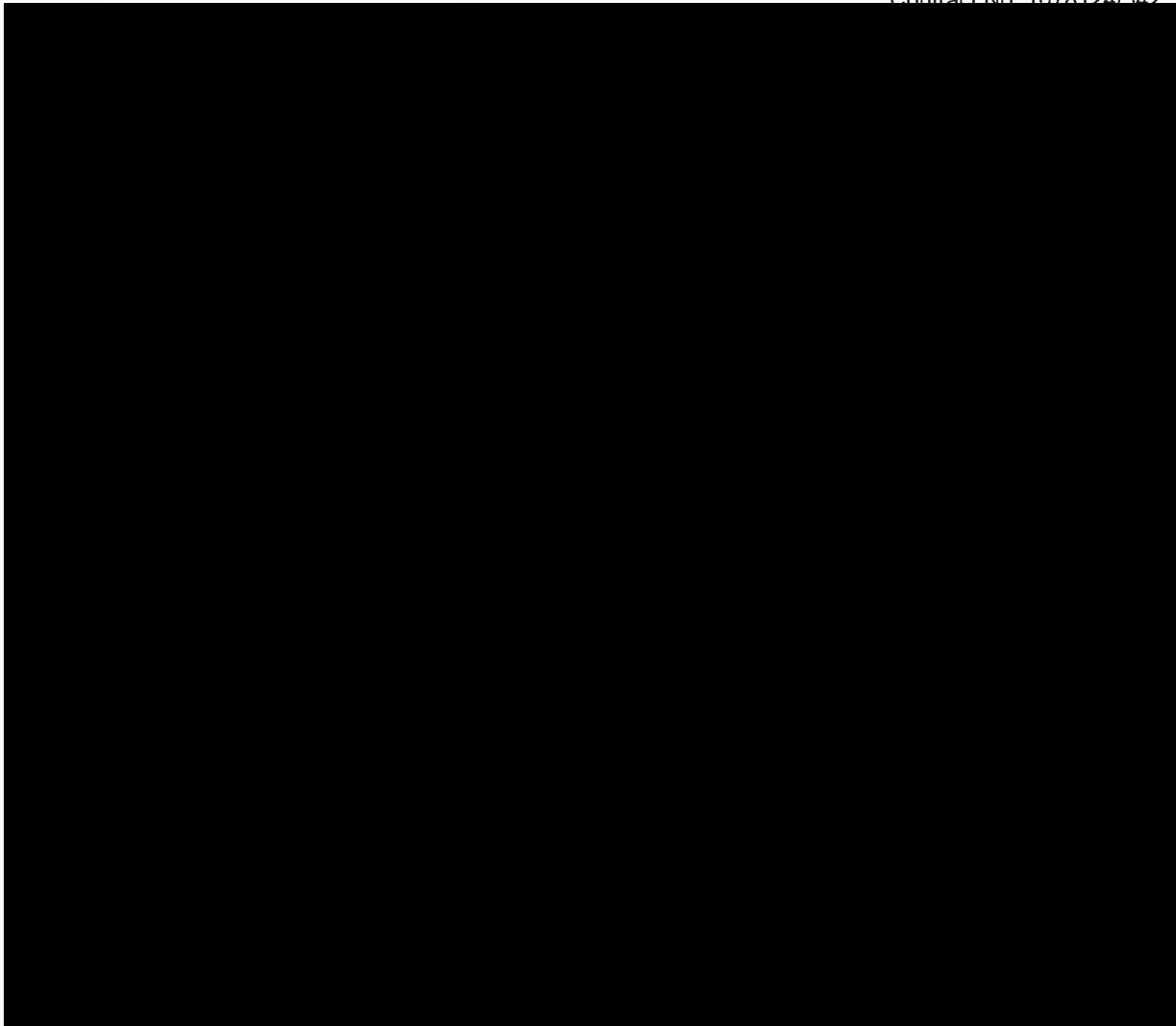
1.2 The Parties will closely cooperate with respect to the post-production of the Programme in order to achieve the production of master material of high class quality.

**2. GRANT OF RIGHTS**

2.1 The Parties have agreed that UNITEL under the terms hereof shall be permitted to distribute and to exploit the Programme [redacted], except for uses of the Programme exclusively reserved by this Agreement for CZECH TELEVISION.

CZECH TELEVISION shall be authorised to use the Programme [redacted] in the following forms of use:





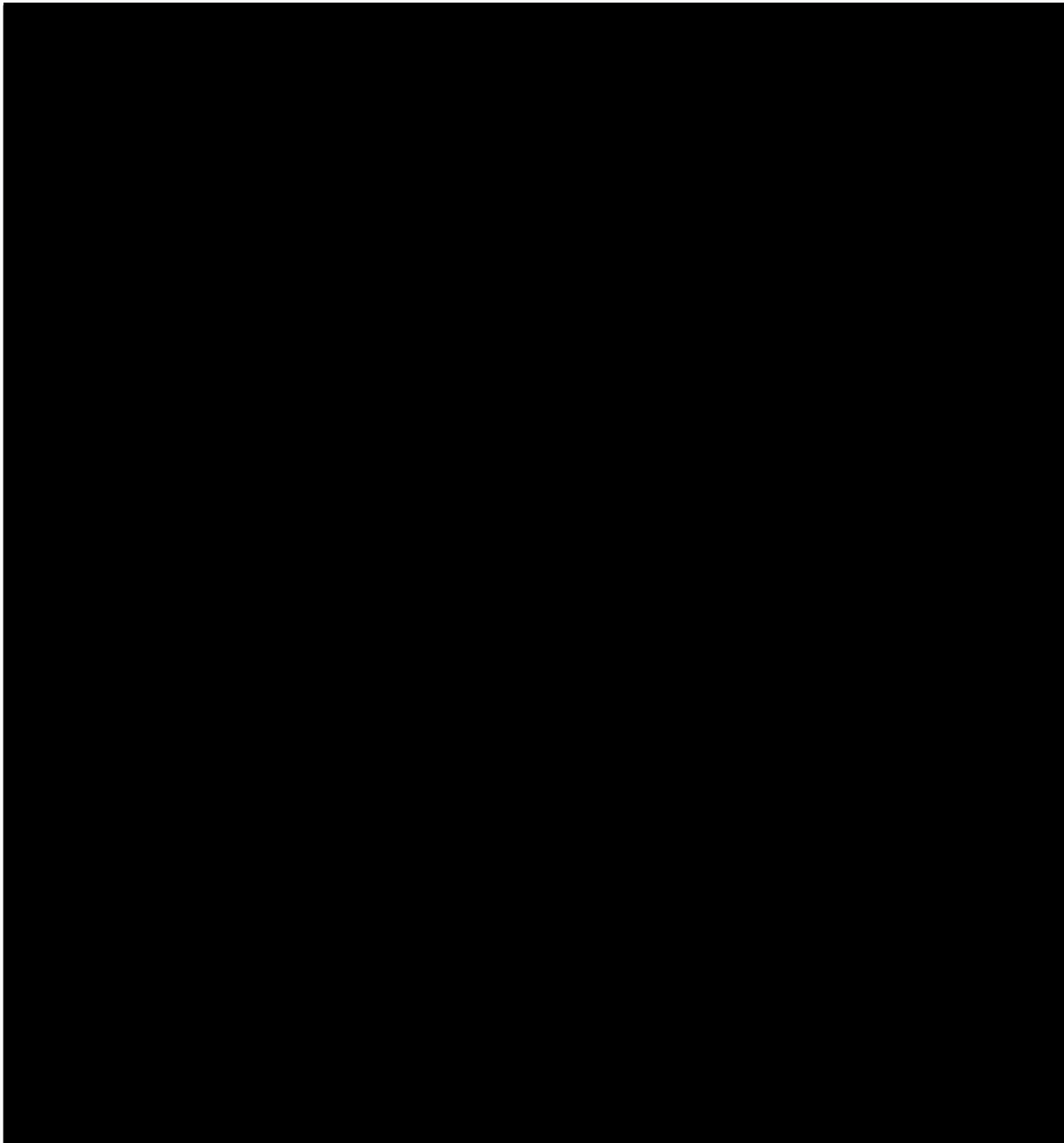
("Czech Television Rights")

UNITEL shall be exclusively entitled to exploit the Programme without limitation as to time and place for all media and processes, including but not limited to the scope of rights in accordance with **Annex 1**, except for Czech Television Rights.

2.2



The Contracting Parties have agreed that:

- a) CZECH TELEVISION has acquired or shall acquire authorisation [redacted] [redacted] to the extent necessary for unlimited and non-disrupted worldwide use of the Programme for the duration of its copyright protection, with the exception of the Fifth Concert for which UNITEL shall be responsible to provide the Video Director including the respective rights and grant such rights to CZECH TELEVISION within the scope of the Czech Television Rights.
- b) [redacted] has acquired or shall acquire [redacted] [redacted] has acquired or shall acquire authorisation [redacted] [redacted] necessary for CZECH TELEVISION's and UNITEL's unlimited and non-disrupted worldwide use of the Programme for the duration of the copyright protection. [redacted]

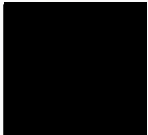


Each of the Parties shall be required when using the Programme to settle use of musical works, if the authors are represented in exercising of their property rights to musical works by the collective administrator OSA, GEMA or another collective administrator of copyrights.

**3. DISTRIBUTION TERRITORY**

3.1 CZECH TELEVISION and UNITEL agree that UNITEL shall have   


3.2 The Distribution Territory also includes maritime installations and all means of passenger transportation such as aircrafts, trains and ships.



3.3 CZECH TELEVISION warrants that from the date of signature of the present Agreement until the expiry of the Distribution Term, they will not exercise, grant to or otherwise cause any other party to exercise the distribution and exploitation rights in and to the Programme pursuant to Article 2.

**4. DISTRIBUTION TERM**

CZECH TELEVISION and UNITEL agree that the Parties shall be granted the exclusive rights pursuant to Article 2 [REDACTED]

**5. PRODUCTION AND MATERIAL**

5.1 The Parties have agreed on jointly producing the Programme under the following conditions:

- UNITEL guarantees to help to improve the technical quality of the production in order to achieve first class quality of the production at an international standard
- the recording and post-production will be carried out in close collaboration between CZECH TELEVISION and UNITEL; UNITEL will be informed as soon as possible and well in advance about the production schedule and any major decisions concerning the production (e.g. video director, audio team, camera positions, equipment used)

[REDACTED]

5.2 [REDACTED] the Programme shall be [REDACTED]

[REDACTED]

[REDACTED]

██████████ delivered with English opening and end titles (captions/lower thirds for movements in the original language) and as a clean/textless version (or clean/textless backgrounds at the end of the Programme).

- 5.3 As soon as possible after the recordings of any concert and the finalization of the audio tracks of the respective concert, ██████████, ██████████, CZECH TELEVISION will deliver to UNITEL a rough cut of the respective concert recording in the format H264, via server delivery. ██████████

- 5.4 As soon as possible after the recordings, CZECH TELEVISION shall deliver to UNITEL the materials as detailed in **Annex 2** of ██████████ (according to clause 5.2) of each concert recording in first class picture and sound quality corresponding the technical requirements of German and international TV stations with English opening and closing credits and clean backgrounds at the end of the tape.

After the finalisation of the project CZECH TELEVISION shall deliver ██████████ to UNITEL (according to clause 5.2)

CZECH TELEVISION shall send opening and closing credits to UNITEL for approval well in advance.

HD material will be delivered as DNxHD 185x (AVID).

The materials shall be delivered on a hard disk or uploaded to a server at UNITEL's request, in case of hard disk delivery; UNITEL shall be required to deliver the hard disk to Czech Television in advance or to compensate CZECH TELEVISION for the costs of the hard disk.

- 5.5 If UNITEL objects to the delivered materials in view of technical and/or artistic aspects, CZECH TELEVISION shall make its best effort to rectify the defects specified by UNITEL. In case that UNITEL will not inform CZECH TELEVISION in writing about any comments within **3 weeks** following receipt of the delivered materials the latest, the delivered materials shall be deemed approved. Furthermore, UNITEL shall have the right to rectify the technical defects at its own costs.

## 6. PAYMENTS

- 6.1 In consideration of all the rights conferred by the present Agreement, UNITEL shall pay to CZECH TELEVISION the amount of

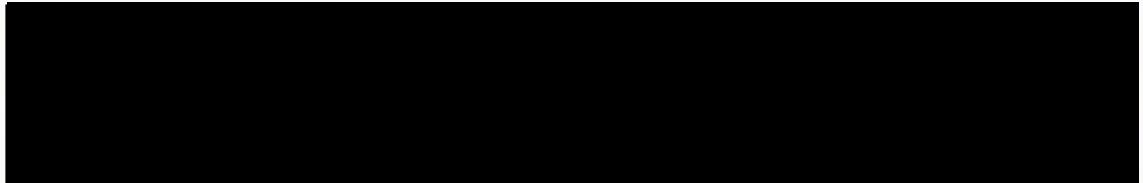
**€ 70,000**

(in words: seventy thousand euros).

The remuneration is specified exclusive of the VAT; the VAT shall be, as prescribed by legal regulations applicable in the Federal Republic of Germany, calculated and paid

as an input VAT by UNITEL, which is fully liable to the federal tax authorities for complying with this obligation.

- 6.2 The payment pursuant to paragraph 6.1 shall be payable, after presentation of a corresponding invoice, as follows:



and presentation of a requisite declaration of tax exemption and its acceptance by the German tax authorities.

- 6.3 Furthermore, in connection with paragraph 2.2, lit. d), UNITEL shall pay to CZECH TELEVISION a share in the rental contribution in the total amount of

**€ 8 760,**

(in words: eight thousand seven hundred and sixty euros).

This payment is specified exclusive of the VAT; the VAT shall be, as prescribed by legal regulations applicable in the Federal Republic of Germany, calculated and paid as an input VAT by UNITEL, which is fully liable to the federal tax authorities for complying with this obligation.

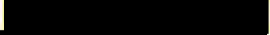
- 6.4 The sum referred to in paragraph 6.3 shall come due as follows: after the recording dates of each concert.

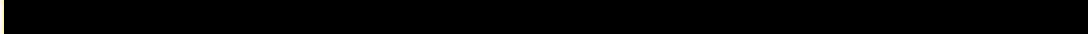
- 6.5 The Parties acknowledge that the payments under the present Agreement are subject to taxation in compliance with the statutory regulations of the Czech Republic and the Federal Republic of Germany. The Parties may therefore be obliged to withhold the taxes, as provided by law, from the payments to be made and to the extent a tax exemption has not been granted. The amount of the said withholding tax is determined by the pertinent fiscal laws.

Since there is a double taxation convention between Czech Republic and the Federal Republic of Germany, the Parties are entitled to file an application for a certificate of tax exemption from the withholding tax in the full amount or in the amount acceptable according to the pertinent double taxation convention at the competent Tax Office. Each Party undertakes to send the other Party the necessary application forms and herewith declares its willingness to support the other Party in filing the said application.

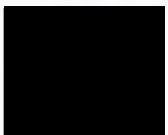
- 6.6 Payments under the present Agreement shall be made plus applicable VAT if such tax is levied by the tax authorities.

## 7. ASSIGNMENTS

- 7.1 UNITEL shall be entitled to sell, transfer, grant, assign, hypothecate or otherwise dispose of the rights acquired under the present Agreement exclusively or non-exclusively to third parties, so long as UNITEL remains primary liable. Any assignment by UNITEL of the granted rights in whole (by way of assumption by the assignee of all rights and obligations and liabilities under the present Agreement) 



- 7.2 CZECH TELEVISION shall be entitled to transfer, grant or assign any or all of the rights granted to CZECH TELEVISION (in particular CZECH TELEVISION's claim for payment





of the license fees) to any third party, provided however, UNITEL has given its prior written consent, not to be unreasonably withheld.

## 8. WARRANTIES/INFRINGEMENT OF RIGHTS

- 8.1 CZECH TELEVISION represents and warrants that it has acquired or shall, always no later than by the date of shooting each individual concert, have acquired, to the extent granted herein to UNITEL, copyrights and intellectual property rights of use to the Programme for undisturbed use in every respect in the Distribution Territory during the Distribution Term and that CZECH TELEVISION is entitled to grant and UNITEL is unrestrictedly entitled to exercise the rights according to the present agreement. UNITEL represents and warrants that it has acquired or shall have acquired, no later than by the date of shooting of the respective concert and to the extent granted herein to CZECH TELEVISION, copyrights and intellectual property rights of use to the Programme for undisturbed use in every respect in the extent of Rights of Czech Television from the director provided by UNITEL and that UNITEL is entitled to grant and CZECH TELEVISION is, without any restrictions, entitled to exercise these rights in accordance with this Agreement. The sole exceptions to the above are the rights administered by copyright collecting societies such as OSA, INTERGRAM, GEMA etc.
- 8.2 If – without prejudice to the guarantee of rights independent of any fault in accordance with the paragraph above – an impairment of the rights in accordance with Article 2, for whom CZECH TELEVISION is responsible, arises from third parties, CZECH TELEVISION shall be obliged to indemnify UNITEL from all legitimate claims of third parties in this connection.  
If – without prejudice to the guarantee of rights independent of any fault in accordance with the paragraph above – an impairment of the rights in accordance with Article 2, for whom UNITEL is responsible, arises from third parties, UNITEL shall be obliged to indemnify CZECH TELEVISION from all legitimate claims of third parties in this connection.
- 8.3 In the event that the rights transferred under the present Agreement and/or the exploitation rights pursuant to Article 2 are challenged by third parties, CZECH TELEVISION agrees to take every appropriate measure – in particular to furnish to UNITEL a complete chain of title – to oppose such violations and to notify UNITEL thereof as soon as such infringements are brought to CZECH TELEVISION's attention. In the event that the rights transferred under the present Agreement and/or the exploitation rights pursuant to Article 2 are challenged by third parties, UNITEL agrees to take every appropriate measure – in particular to furnish to CZECH TELEVISION a complete chain of title – to oppose such violations and to notify CZECH TELEVISION thereof as soon as such infringements are brought to UNITEL's attention.
- 8.4 In the event that the rights granted to UNITEL under the present Agreement, respectively any rights granted by UNITEL to its licensees in accordance with the present Agreement, are challenged by third parties, UNITEL or the licensee shall be entitled to take appropriate action itself to oppose such infringements. CZECH TELEVISION shall be obliged to fully and unrestrictedly support UNITEL or the Licensee in the defence of the rights in question. CZECH TELEVISION shall reimburse UNITEL for any expenses incurred in connection with the defence of the transferred rights, provided, if the claim is ascertain as justified and/or rightful.  
In the event that the rights granted to CZECH TELEVISION under the present Agreement are challenged by third parties, CZECH TELEVISION shall be entitled to take appropriate action itself to oppose such infringements. UNITEL shall be obliged to fully and unrestrictedly support CZECH TELEVISION in the defence of the rights in question. UNITEL shall reimburse CZECH TELEVISION for any expenses incurred in

connection with the defence of the transferred rights, provided that the claim is ascertained as justified and/or rightful.

- 8.5 UNITEL takes note that no representations and warranties granted herein by CZECH TELEVISION to UNITEL relate to supplementary hire fees/music rent materials used during the concerts, notwithstanding clause 2.2.

## 9. BANKRUPTCY, COMPOSITION AND ANCILLARY PROCEEDINGS

- 9.1 CZECH TELEVISION represents and warrants that, with regard to the exploitation rights pursuant to Article 2, no covenants are in existence which may cause the said exploitation rights to expire or to be transferred to third parties in the event of a bankruptcy petition being filed or composition proceedings instituted with regard to CZECH TELEVISION's estate or if CZECH TELEVISION becomes insolvent or is in default in its payments or in the event of conditions resolutive to the acquisition of its own rights.

UNITEL represents and warrants that, with regard to the exploitation rights pursuant to Article 2, no covenants are in existence which may cause the said exploitation rights to expire or to be transferred to third parties in the event of a bankruptcy petition being filed or composition proceedings instituted with regard to UNITEL's estate or if UNITEL becomes insolvent or is in default in its payments or in the event of conditions resolutive to the acquisition of its own rights.

- 9.2 CZECH TELEVISION further represents and warrants that, to the best of its knowledge, no third party from which CZECH TELEVISION derives its rights has agreed on any conditions resolutive to the acquisition of the said rights, which could result in CZECH TELEVISION losing the rights transferred to them through no fault of its own.

UNITEL further represents and warrants that, to the best of its knowledge, no third party from which UNITEL derives its rights has agreed on any conditions resolutive to the acquisition of the said rights, which could result in UNITEL losing the rights transferred to them through no fault of its own.

- 9.3 In the event of a bankruptcy petition being filed for bankruptcy proceedings being instituted, or of a petition for instituting legal composition proceedings being filed or composition proceedings being instituted with regard to CZECH TELEVISION's estate, the rights transferred to UNITEL, respectively any rights granted by UNITEL to its licensees in accordance with the present Agreement, shall not be affected in any way. Should CZECH TELEVISION, the (insolvency) administrator or liquidator of CZECH TELEVISION's estate be entitled to terminate the present Agreement due to cogent bankruptcy law, the (license) agreements concluded by UNITEL with its licensees shall remain unaffected.

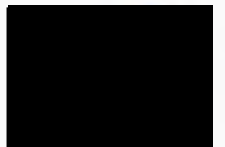
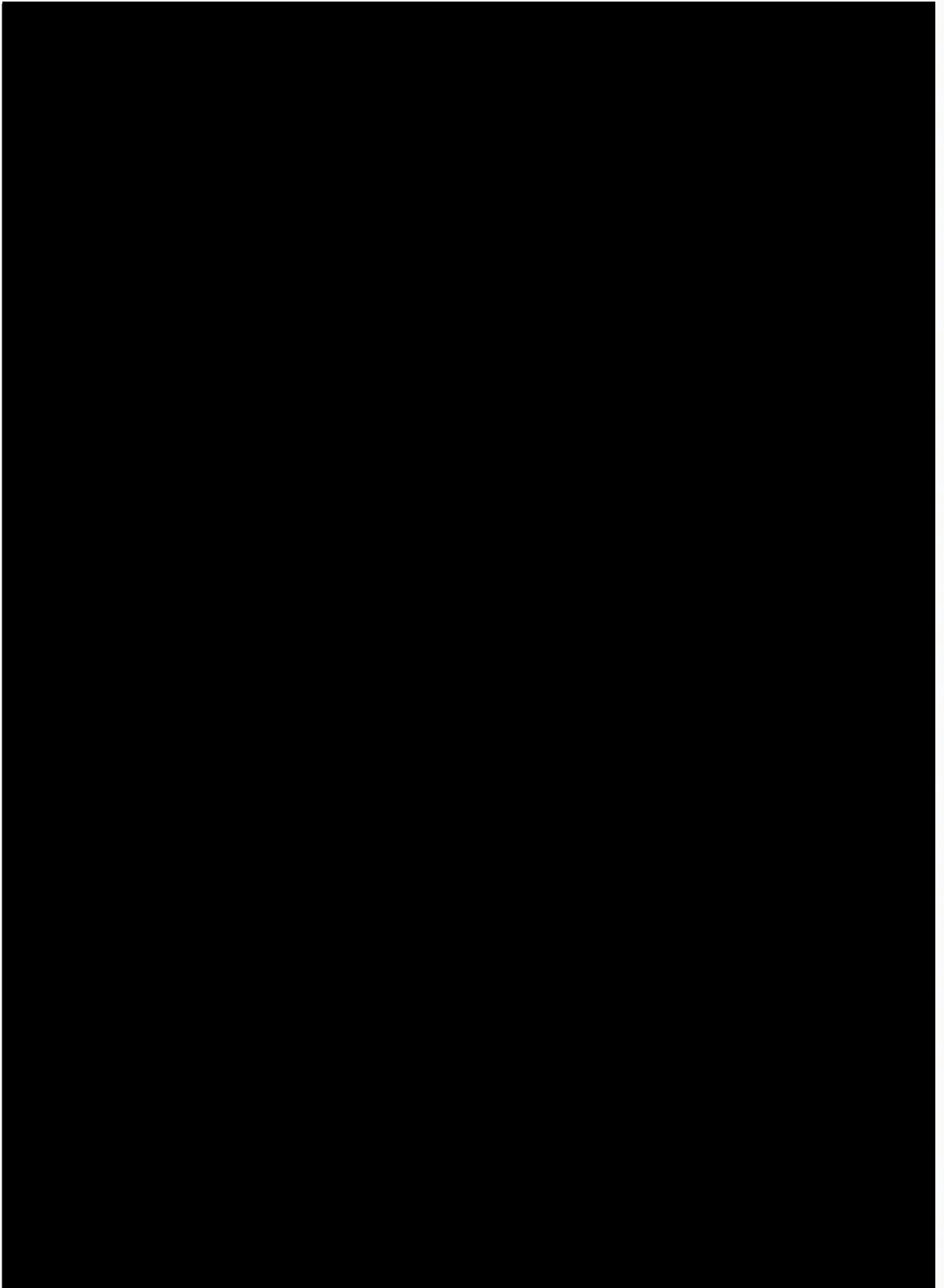
In the event of a bankruptcy petition being filed for bankruptcy proceedings being instituted, or of a petition for instituting legal composition proceedings being filed or composition proceedings being instituted with regard to UNITEL's estate, the rights transferred to CZECH TELEVISION shall not be affected in any way.

- 9.4 In the event of any insolvency proceedings being instituted with regard to UNITEL's estate or if UNITEL goes into liquidation, CZECH TELEVISION shall have all rights and remedies under the applicable law.

In the event UNITEL becomes bankrupt, or insolvent, or makes an assignment for the benefit of its creditors, or winds up its affairs or ceases to carry on business (any such occurrence is a "Default"), and shall have failed to rectify such Default within 30 business days of receipt of written notice from other party setting out the terms of such Default, CZECH TELEVISION may immediately terminate this Agreement by giving written notice to the defaulting party.

If CZECH TELEVISION terminates this agreement in accordance with the provisions hereof, the parties shall be released and discharged from any further liability or obligation whatsoever. Unless otherwise specified, termination shall be effective as of the date on which written notice of termination is given.

**10. EXCLUSIVITY**



11. PHOTOS, CREDIT, DVD, MISCELLANEOUS

11.1 If not expressly otherwise agreed between the Parties, the Parties shall be credited in the credits of the Programme as follows:

*Opening credits:*

**ČESKÁ TELEVIZE  
UNITEL**

*Closing credits:*

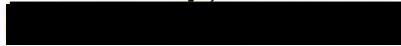
*(Czech version only:)* Ve spolupráci s



Vyrobily / A production of

**ČESKÁ TELEVIZE  
UNITEL**

*(English version only:)* in collaboration with

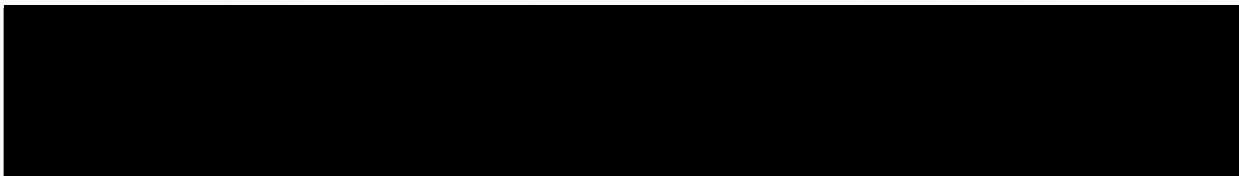


©

**ČESKÁ TELEVIZE  
UNITEL**

***[year of production]***

and, if a DVD will be produced, as is customary in the trade on the cover of the DVD.

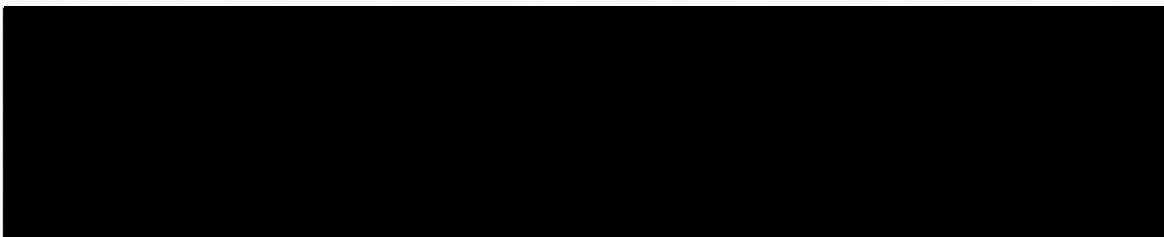


11.2 UNITELE shall send to CZECH TELEVISION for approval all Artwork (Inlay Card, Label) of a possible commercial DVD prepared by or for UNITELE. For the avoidance of doubt,



. In case that CZECH TELEVISION will not inform UNITELE in writing about any comments regarding the Artwork within [redacted] following receipt of such Artwork at the latest, the respective Artwork shall be deemed approved.

11.3



11.4 The Contracting Parties shall ensure that the logos of both Contracting Parties as delivered by the respective Party are included in all printed promotional materials, DVD covers, etc. The logos of the Contracting Parties must comply with graphic manuals delivered by the respective Party regulating the use of the logos and are subject to prior approval by contact persons specified below. The artworks shall be deemed



approved if the other Contracting Party does not give any comment in writing on the request for approval of the relevant printed materials within five (5) working days following the receipt of such a request. Both Contracting Parties shall be introduced and designated as co-producers during all communication activities intended to promote the Programme, in particular at promotional events and press conferences relating to the Programme or when communicating via electronic social networks.

Names of the contact persons:

For UNITEL:

[REDACTED]

with a copy to

- [REDACTED]

and to

[REDACTED]

For CZECH TELEVISION:

- [REDACTED]

with a copy to

[REDACTED]

and to

[REDACTED]

#### 11.5 Notices

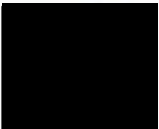
Any notice or other communication or acts pursuant to or in connection with this Agreement must be made in English and in writing (hereinafter a "**Notice**") and given by one Party to the other.

The Notice shall be regarded to be validly delivered:

- on the date of delivery, if delivered in person, even if the Party that it is delivered to (addressee) refuses to overtake such Notice, or
- on the fifth day from posting (unless the actual delivery is earlier) if delivered by registered mail sent by post to an address which is identical to the address of the registered office/residence set out in the heading hereof for CZECH TELEVISION and UNITEL or, as the case may be, to an address notified by one of the parties to the other for this purpose in writing.

#### 11.6 Confidentiality

The Contracting Parties agree that the content of this Agreement, as well as any information that may have come to either Contracting 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 Contracting Party shall be authorized to disclose to any third party such information without the prior written consent of the other Contracting Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated, with the exception of information: (i) that came to the other Contracting Party's attention independently of the other contracting Contracting Party; (ii) that CZECH TELEVISION provides to third parties 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



(with the exception of information marked by Lecturer as its trade secret); (iii) that a contracting Contracting Party provides or makes public based on a legal regulation or enforceable decision of a court and/or authorized administrative body; and (iv) that a contracting Contracting Party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality. This Agreement falls under the 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 highlighted in yellow shall be redacted (blackened out) pursuant to the Act on Registration of Agreements upon mutual agreement. Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the Contracting Parties to keep such information confidential. After publication of the Agreement pursuant to the Act on Registration of Agreements, information not highlighted in yellow shall not be subject to the duty of confidentiality pursuant to this provision. Only CZECH TELEVISION 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 CZECH TELEVISION does not make the Agreement public within this time period, either Contracting Party shall be authorized to make the Agreement public pursuant to the Act on Registration of Agreements.

## 12. FINAL CLAUSES

- 12.1 If any of the provisions hereof proves to be null and void, ineffective or unenforceable or a provision obligatory according to the law is missing, the remaining provisions hereof shall remain unprejudiced by the aforementioned fact. The Parties shall agree on replacement of the invalid, ineffective or unenforceable provision by some other provision that best fulfils the same business purposes as the invalid, ineffective or unenforceable provision.
- 12.2 Any amendments to or modifications of the present Agreement shall be made in writing so as to be legally effective. The same shall apply to the conditioning out of the present paragraph concerning the required written form.
- 12.3 This Agreement and any rights and obligations arising out of this Agreement shall be governed by, construed under and interpreted according to the Law of the Czech Republic. All disputes or claims arising from this Agreement raised in connection with this Agreement or relating to this Agreement and/or its validity, breach and/or termination, which are not resolved by the parties in an amicable way, shall be finally resolved by the court in the Czech Republic having the relevant jurisdiction.

This Agreement replaces and supersedes all the previous discussions, negotiation, agreements or contracts between the parties relating to the same subject, whether written or oral, express or implied.

This Agreement shall also be binding on the legal successors of the parties. Assignment of the rights hereunder shall not be possible without prior written consent of the other party.

This Agreement has been drawn up in two counterparts in the English language. The Parties shall receive one counterpart each.

**The parties declare that they have read and understand the terms and conditions contained herein. In witness of their true will to accept the obligations established hereby, they attach their signatures to this Agreement as of the date first set forth above.**

Attachments:

Annex 1 - Unitel Scope of Rights {in accordance with Sec. 3, Sub-section 2, Article b) Act on Registration of Agreements is this attachment not made public even not in redacted (blackened out) form and is considered highlighted in yellow pursuant to paragraph 11.6}

Annex 2 - Unitel Technical Requirements of Recording and Delivery {in accordance with Sec. 3, Sub-section 2, Article b) Act on Registration of Agreements is this attachment not made public even not in redacted (blackened out) form and is considered highlighted in yellow pursuant to paragraph 11.6}

Prague, 14.2.2017

Oberhaching, 20.2.2017

Czech Television

UNITEL GmbH & Co. KG