

Česká televize
Company ID number: 00027383

and

Company:UNITEL GmbH & Co.KG
VAT-No: DE300 936 832

Programme Licence Agreement

number 1080366/2387

Subject matter of the agreement:	Programme licence acquisition
Price or value:	2,025.00 EUR
Date of execution:	<u>30.11.2016</u>

29/11/2016

NJ

TELEVISION LICENSE AGREEMENT

between

Unitel GmbH & Co. KG
Grünwalder WEG 28 d
82041 Oberhaching
Germany
HR Munich A 83 109
VAT Nr. DE300 936 832

- hereinafter called "Licensor"

and

Ceska Televize, Public Company established by the
Czech Television Act. No.483/1991 Coll., with its
registered seat at Kavci hory, Na Hrebenech II 1132/4,
140 70 Praha 4,
Czech Republic
represented by [REDACTED], Head of Program
Acquisition
VAT N° CZ 00027383

- hereinafter called "Licensee"

WHEREBY THE PARTIES AGREE AS FOLLOWS:

I

GRANT OF RIGHTS :

Subject to the Special Conditions of the attached "Schedule" which is by this reference deemed incorporated in its entirety into this Agreement and the General Conditions hereinafter set forth and timely payment of the License Fee set out in the Schedule Licensor grants to Licensee and Licensee accepts the exclusive "television transmission rights" (as defined in II.1) to the "Program" for the License Period, the number of runs, the License Territory, and further stipulations indicated in the Schedule. "Program" as used herein shall mean the total of programs prescribed in the Schedule whether a single motion picture or a series of pictures is concerned.

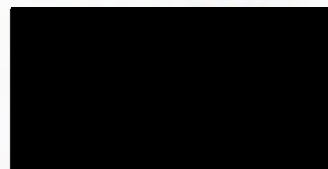
II

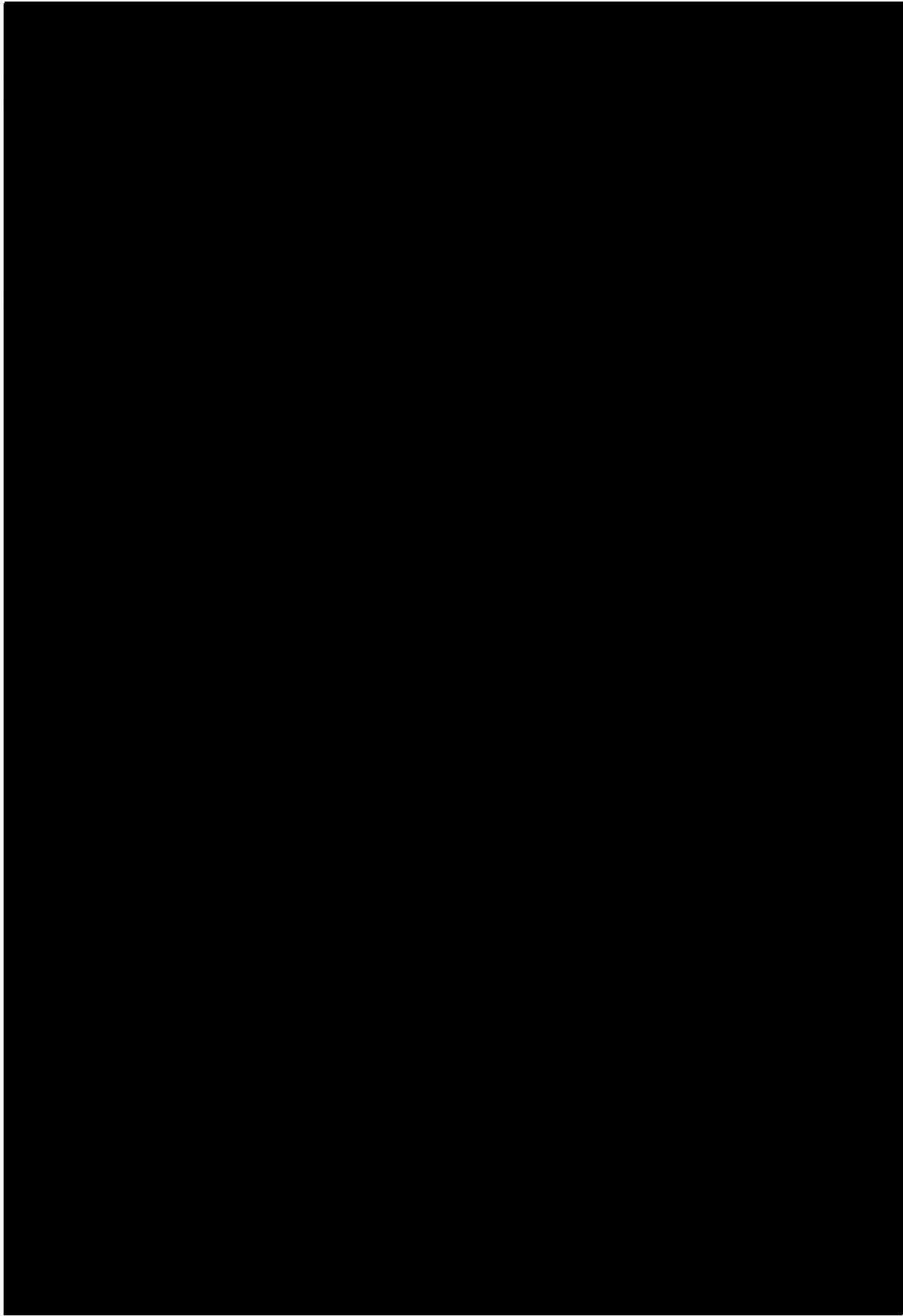
GENERAL CONDITIONS

1. DEFINITION OF RIGHTS GRANTED

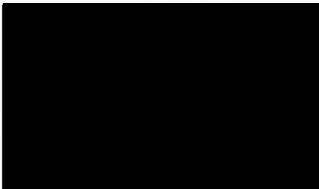
- 1.1 The Free Television transmission rights ("Free-TV rights") shall mean the exclusive right to transmit the Program in such version(s) and by such transmission methods as set forth in the Schedule whereby the following definitions shall be applicable:

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Licensee shall within 7 days after each transmission send to Licensor a statement setting forth the date, the day and hour, and the place of emanation of each telecast of the Program.

1.2 The advertising right,

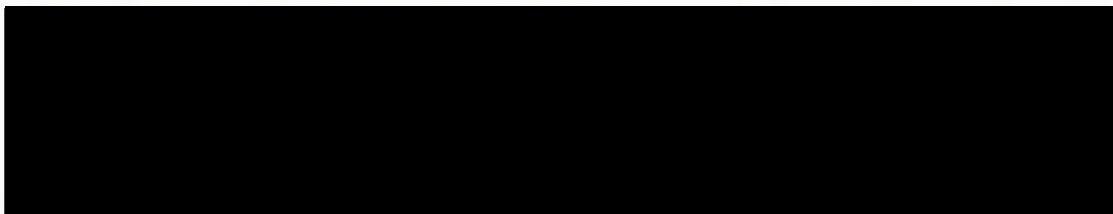
i.e. the right to telecast excerpts from the Program for the purpose of program announcement and its broadcasting, excerpts being limited to the following maximum length:

- 3' excerpts per 90' title or longer,
- 2' excerpts per one com. hour title
- and 1' excerpts per half com. hour title.

This includes the right to promote the Program in printed publications customary in the trade.

Further the Licensee is authorized to include crawling announcement messages during the broadcast of the Program.

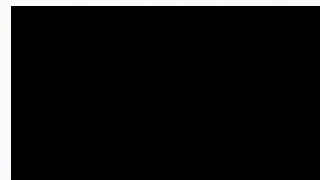
1.3 The rights granted herewith do not include e.g.:



1.4 All these rights and all other rights not expressly granted to Licensee under this contract (including but not limited to all video rights, the theatrical and non-theatrical rights,) are retained by the Licensor.

2. MATERIAL

2.1 As soon as possible following the complete execution of this Agreement, if not otherwise indicated in the Schedule, Licensor shall deliver to Licensee at Licensee's expense the materials of the Program as described in the Schedule.



All costs of delivery of the material such as (but not limited to) transportation costs, handling charges, import duties, insurance fees and custom charges shall be paid by Licensee.

Licensee will be responsible for all defects, losses and damages which might occur to all prints/tapes/masters and other materials on route to and from Licensee and while same are in Licensee's possession, and Licensee will take out customary insurance which covers the said responsibility of Licensee.

- 2.2 Following receipt by Licensee of the material Licensee shall examine same to determine if it is physically suitable for exploitation according to this Agreement. If within 30 days of receipt thereof Licensee has not given written notice to Licensor of any defects, the material shall be deemed accepted. If Licensee does give such notice, Licensor shall upon mutual agreement with Licensee either i) remedy such default or ii) submit to Licensee a substitute program or iii) delete the Program from this Agreement and reimburse Licensee any payments made with respect to the deleted program. All other rights and remedies Licensee may have under this Agreement, law or equity are hereby excluded.
- 2.3 The delivered material shall at all times remain the property of Licensor and Licensor shall also be entitled to the property rights in any prints/tapes/masters and other material of the Program produced by Licensee. Licensee shall not give third parties access to any material unless necessary for the exploitation according to this Agreement.
- 2.4 Upon expiration of the rights hereby granted Licensee shall at its own cost and at Licensor's choice either (i) deliver to Licensor or to another address given by Licensor all prints/tapes/masters and other material supplied by Licensor and/or produced by Licensee, or (ii) destroy the same and send to Licensor a certificate of such destruction, unless otherwise provided for in this Agreement.

3. COMPENSATION

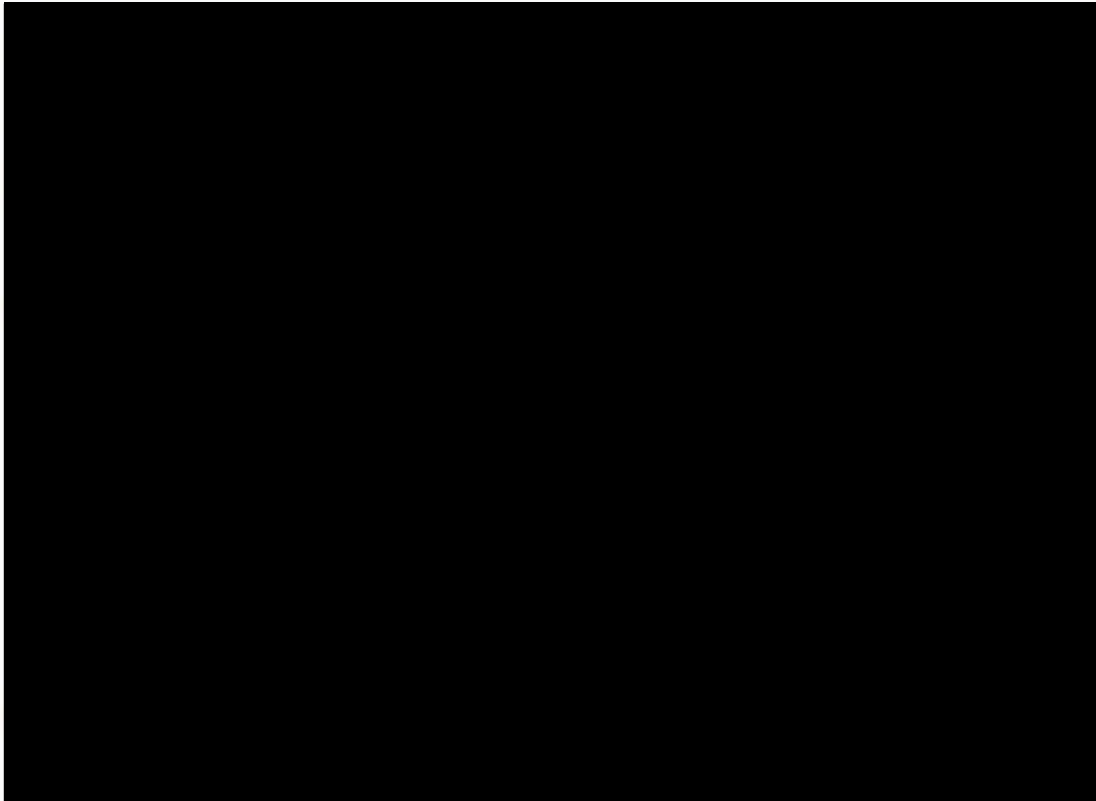
- 3.1 In consideration of the rights granted to Licensee herein Licensee shall pay to Licensor the respective sums stipulated in the Schedule.
- 3.2 There shall be no deductions whatsoever from any payments made to Licensor under this Agreement on account of bank charges, withholding or remittance taxes, conversion taxes or for any other reason, it being the intent hereof that the License Fee payable to Licensor under this Agreement shall be a net amount, free and clear of any tax, levy or charge whatsoever.

4. ADAPTATION AND LANGUAGE VERSION

- 4.1 Licensee shall exploit the Program in its entirety in the form delivered by Licensor and shall not change the title of the Program (with the exception of direct translation), cut, edit, excerpt, add to, delete from, and/or otherwise change the Program (including credits) or its physical shape or format or the masters etc. other than expressly allowed under the present Agreement, and Licensee shall not include any other motion pictures in whole or in part or other material without

Licensor's prior written consent which may not be unreasonably withheld, in case of censorship requirements provided that Licensee submits to Licensor the applicable regulations and laws.

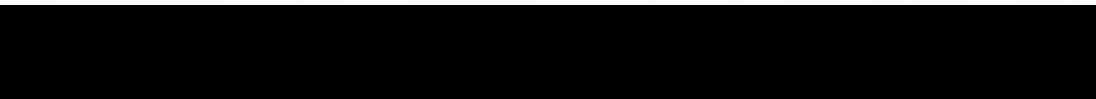
- 4.2 Different from sec. 4.1 Licensee shall have the right to insert or authorize the insertion of commercial announcement material during breaks in the broadcast of the Program.
- 4.3 Unless otherwise set forth in the Schedule, the television transmission rights granted to Licensee herein are limited to the dubbed/subtitled/voice-over version(s) (as specified in the Schedule) of the Program ("foreign language version") to be produced by Licensee at its own costs and expense, whereby it is agreed as follows:

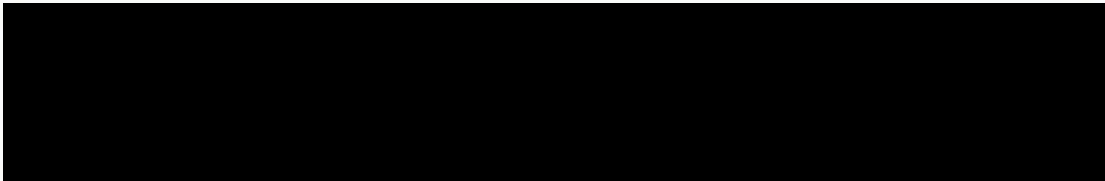


5. WARRANTIES – COLLECTING SOCIETIES / GRAND DROITS

5.1 Licensor represents and warrants to Licensee that:

- a) it has the full right, power and authority to enter into and to perform this Agreement and has not entered into any agreement of any kind which may interfere with the performance of this Agreement;
- b) it owns and controls the sole and exclusive right to exploit the Program within the License Territory for the full License Period of this Agreement and has the right to grant the license hereunder;





5.2 Licensee represents and warrants to Licensor that:

- a) it will only exploit the television transmission rights to the Program as defined in this Agreement.
- b) it will immediately upon knowledge or suspicion of any unauthorized exploitation of the Program in the Territory (piracy) inform Licensor thereof, and it will, in consultation with Licensor and/or at Licensor's request, take such measures and institute such legal action as may be necessary to prevent and/or pursue such piracy.

5.3 Should it turn out that rights and/or (faultless) materials under this Agreement are not available in whole or in part and in the event that Licensee thereby be impeded in the exploitation intended in this Agreement, Licensor shall with regard to the title concerned at its absolute discretion either provide Licensee with an equivalent replacement (e.g. substitute program, if available; extension of the license period, if possible, by a period of time equal in length to that during which Licensee was impeded etc.), or appropriately reduce the License Fee, or terminate this Agreement with the consequence that those rights not yet exercised as well as the material delivered and produced by Licensee be returned and the License Fee which was already rendered be reimbursed in full respectively in the adequate amount in consideration of the rights already exercised. All other rights and remedies Licensee may have under this Agreement, law or equity are excluded.

6. BREACH OF THE AGREEMENT

6.1 In the event of Licensee's failure to make punctual payment according to this Agreement and, if such failure has not been rectified within 15 days after the date which the Licensor provided Licensee with written notice of such as required herein, all outstanding monies owed by Licensee shall become immediately due and payable to Licensor. As a penalty mutually agreed upon, all overdue monies shall bear interest calculated at the rate of five percent (5 %) per annum over and above the German discount rate applicable on the date such monies are due.

6.2 In addition to sec. 6.1 and to any other rights and remedies at law and equity Licensor may, by giving written notice to Licensee terminate this Agreement and the license granted hereunder, if:

- a) Licensee has failed to make payments punctually as required under this Agreement or has committed another breach of its obligations under this Agreement, unless such breach has been cured within 15 days upon Licensor's respective written notice, or
- b) Licensee goes into voluntary or involuntary liquidation, or is declared insolvent either in bankruptcy or other legal proceedings (whereby it is under-

stood that Licensor may terminate upon opening of any such proceeding), or an agreement with creditors has been negotiated or reached by Licensee due to its failure or inability to pay its debts as they fall due, or a receiver is appointed over the whole or part of Licensee's business, or Licensee actually discontinues its business. Upon occurrence of anyone of these events this Agreement shall automatically terminate without Licensor's declaration if and as far as legally possible.

- 6.3 In the case of any such termination according to sec. 6.2 all rights granted to Licensee under this Agreement shall automatically revert to Licensor, and all monies paid to Licensor by Licensee shall remain Licensor's property. Licensee shall be liable for all damages Licensor may suffer for reason of the termination of this Agreement.

Any material in Licensee's possession shall be delivered to Licensor not later than one (1) week after the termination as herein provided.

- 6.4. Licensee shall be entitled to terminate this Agreement by written notice to Licensor if Licensor fails to provide Licensee with materials or substitute materials including all requirements pursuant to this Agreement within deadlines given in this Agreement. In case of termination of this Agreement by Licensee due to the reasons given in this section Licensor shall refund the already paid License Fee to Licensee.
- 6.5. 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.

7. MISCELLANEOUS

- 7.1 Licensee may not assign and/or sublicense this Agreement or any of the rights contained herein in whole or in part to any third person without the prior written consent of Licensor.
- 7.2 Licensor and Licensee shall not publicly divulge or announce nor in any manner disclose to any third party this Agreement and/or any terms thereof without the prior consent of the other party.
- 7.3 If any part of this Agreement is or becomes invalid the unaffected portions of the Agreement remain valid. The invalid provision(s) is to be replaced by such a provision which is suitable to obtain the intended economic purpose of this Agreement safeguarding the positions of interest of the contracting parties.
- 7.4 This Agreement may not be changed modified, or amended excerpt by a written agreement signed by both parties to obtain legal force.

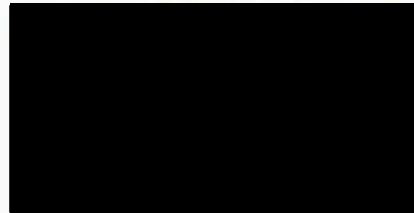
7.5 This Agreement shall be construed and interpreted in accordance with the laws of the Federal Republic of Germany and the appropriate courts of Munich shall have jurisdiction. Notwithstanding the foregoing, Licensor is also free to bring legal action against the Licensee at Licensee's main place of business in which event the Agreement shall be deemed to be construed under the laws of such country.

Oberhaching, 29.11.2016

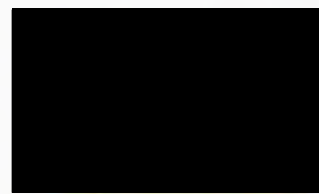


Unitel GmbH & Co. KG

Praha, 30 -11- 2016



Ceska Televize



SCHEDULE

attached to the Television License Agreement between Unitel GmbH & Co. KG and Ceska Televize dated 29/11/2016

Program:
(title,)

[REDACTED]

License Territory:

[REDACTED]

License Period:

[REDACTED]

or expiring upon completion of the last permitted telecast (per title), whichever occurs earlier.

Rights granted:

[REDACTED]

Broadcaster:

Ceska Televize

Number of runs:


[REDACTED]

Language version:

[REDACTED]

[REDACTED]

Material:

- 
- in possession of Licensee:
- free of charge
 - music cue sheets.
 - if available:
 - dialogue lists in Original version ,
 - synopses in Original version
 - stills/slides, on loan,

License Fee:

€ 2.000.- gross including 5% withholding tax
Payable 100% on signature and delivery against invoice and Certificate of Residence

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.


Further Stipulations:

Based on the double taxation convention between Czech Republic and Federal Republic of Germany, Licensee shall deduct 5% withholding tax from Licensee's gross fee and will transfer to the Czech tax authorities on behalf of Licensor. Licensee will provide the respective tax certificates to Licensor indicating the Licensee's payment to Czech Republic's tax authorities. Licensor acknowledges to be the beneficial owner of the License Fee

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.

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. 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 party's attention independently of the other contracting party; (ii) that the Licensee 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 the Licensor as its trade secret); (iii) that a 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 party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality. 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. Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the parties to keep such information confidential. 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.



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 the Licensor shall receive one counterpart. The Licensor undertakes to send (i.e. to submit to the courier/mail service) signed Licensee’s counterparts at the latest on the second business day after its signature.

Special Conditions:

The General Conditions attached hereto form an integral part of the present Agreement. In the event any provision of the Schedule is contrary to the General Conditions the Schedule shall prevail.

Oberhaching, 29.11.2016



Unitel GmbH & Co. KG

Prague, 30-11-2016



Ceska Televize

29.11.2016

