

Česká televize
Company VAT number: CZ00027383

and

Studio 100 Media GmbH – A Studio 100 Group Company
Company VAT number: DE 263 936 783

Programme License Agreement

Number: 00000247/2021

Subject matter of the agreement:

Programme license acquisition

Price or value:

50 480 EUR

Date of execution:

17 -08- 2021





License Agreement

Contract no:

Dated as of July 20th 2021

Licensor:

Studio 100 Media GmbH – A Studio 100 Group Company
(VAT no.: DE 263 936 783)
Neumarkter Str. 18-20
81673 Munich
Germany

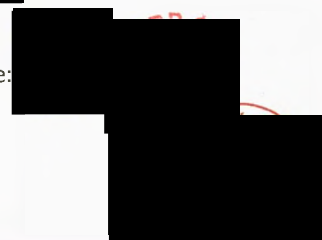
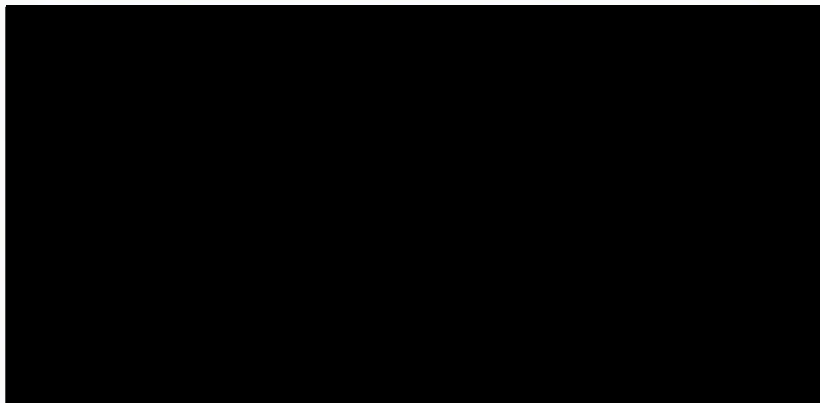
Licensee:

ČESKÁ TELEVIZE
Public Company established by the Czech Television Act. No. 483/1991 Coll.,
with registered office at Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4,
Czech Republic
Represented by: Petr Dvořák, General Director
VAT no: CZ00027383

(each individually a 'Party' and collectively referred to as the 'Parties')

In consideration of Licensee's payment of the License Fee, Licensor hereby grants to the Licensee the right to exhibit the Licensed Right(s) in the Program(s) on the Licensed Platform in the License Territory in the Authorized Language for the duration of the License Period as set out in this Agreement. Licensor and Licensee agree to the following terms and conditions:

1. Program(s):



2. License Territory:

[REDACTED]

3. License Period:

All titles except

[REDACTED]

FROM:

[REDACTED]

TO:

[REDACTED]

[REDACTED]

FROM:

[REDACTED]

TO:

[REDACTED]

or expiring upon completion of the last permitted telecast, whichever occurs earlier.

4. Licensed Rights:

[REDACTED]

c. Included are the rights to:

non-exclusive usage of excerpts of the Program of up to [REDACTED] for program announcement purposes by all means including online services (e.g. internet) but explicitly excluding AVOD;

edit or adapt the Program [REDACTED] if necessary to comply with any legal requirements of local governments or broadcasters (non-content related only, to meet the broadcaster's scheduling requirements), but only in accordance with the legal obligations as provided by Licensor and with due consideration to the moral rights of the authors. For the avoidance of doubt, the Programs shall be transmitted with the opening and end credits as delivered. Licensee shall be allowed to add its own credit(s) to those provided by Licensor. Further the Licensee is authorized to include crawling messages during the broadcast of the Program.

d. General terms for the Licensed Rights:

Licensee guarantees and warrants that any online/internet exploitation of the Licensed Rights is protected from unauthorized recording and copying, use, retransmission or transmission, both inside and outside of the License Territory, by a geo-blocking and digital rights management/copy protection technology as customarily used in the business.

Notwithstanding the foregoing, it is explicitly understood and agreed by the Parties that the broadcast of the Program(s) outside the License Territory due to Unintentional Overspill shall not be considered as Licensee's breach of this Agreement.

For the purpose this Agreement "Unintentional Overspill" shall mean the possibility of the signal to be received outside of the License Territory due to the inherent incapability of satellites to beam down signals confined to terrestrial boundaries and/or due to the capability of terrestrial signal(s) originating from the License Territory to be received in other territories close to the License Territory's boundaries.

[REDACTED]

[REDACTED]

The Licensed Rights do not include the rights administered by collecting societies. Licensee accepts responsibility for payment to the appropriate collecting society of all music performance fees and fees for authors' and neighboring rights, including those for scenario and direction, in respect of the broadcast of the Program(s) as granted hereunder, to the extent applicable in the License Territory. Licensor will furnish the Licensee with a list of titles, authors, composers and publishers of all music used in the Program(s) (e.g. music cue sheets). Licensee shall, under its own responsibility and for its own account, file the necessary applications for registration to the respective collecting societies.

All Licensed Rights to the Program(s) are granted subject to the condition precedent of Licensee's full payment of the License Fee and Licensor's receipt of due payments.

All rights not explicitly granted to Licensee as part of the Licensed Rights and/or [REDACTED] shall be reserved by Licensor.

For the avoidance of doubt and notwithstanding anything to the contrary in this License Agreement, it is explicitly understood and agreed between the Parties that (i) the Licensed Rights and any Holdback granted by Licensor pursuant to this License Agreement are limited to the Authorized Language Version, (ii) Licensor (and its authorized partners and licensees) shall at any time be entitled to exploit and/or use excerpts/clips of the Program(s) not exceeding a total length of five (5) minutes per for promotional purposes in any media (including but not limited to internet/online, social media and/or FVOD/AVOD, (iii) Licensor (and its authorized partners and licensees) shall at any time be entitled to exploit create so-called compilations (meaning the creation of videos by putting together any amount of clips/excerpts from episodes) and exploit them in any media including but not limited to its YouTube channels and (iv) television broadcaster(s) shall at any time be entitled to exploit the FVOD and/or Catch-up Rights as granted to them.

e. Definition of Rights:

[REDACTED]

5. Number of Runs:

[REDACTED]

Each Run [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

[REDACTED]

considered as one run.

6. **Licensed Platform:** Broadcaster: Ceska Televize
Platform for Catch-Up Rights: www.ceskatelevize.cz
7. **Authorized Language Version:** Czech dubbed version and original language simulcast only.
8. **Dubbed Version:**
- a. The Czech dubbed / subtitled version has already been produced by Licensee for all titles except [REDACTED]

The Czech dubbed / subtitled language version ("**Dubbed Version**") is to be produced by Licensee at its cost in close consultation with and subject to approval of Licensor. Licensee agrees to clear all rights to the Dubbed Version for all media including but not limited to television, internet, mobile exploitation, all on-demand rights, home video, closed circuit, etc., worldwide and in perpetuity.

- b. Licensee shall ensure that the Dubbed Version is of such high standard and quality to protect and enhance the Program(s) and the goodwill thereof.
- c. In no event shall any other/new music be connected with or produced for the Program(s) except as otherwise approved by Licensor in advance in writing. For avoidance of doubt, title songs and other songs – if dubbed into Czech must be approved by Licensor in advance.
- d. Licensor (or any third party authorized by Licensor) shall have the right to access the Dubbed Version and acquire the exclusive worldwide exploitation rights at any time during or after the License Period against [REDACTED]

It is agreed that upon payment of the one-time access fee, all exclusive exploitation rights to such acquired Dubbed Version in all media, including but not limited to television, internet, mobile exploitation, all on-demand rights, home video, closed circuit, etc., worldwide and in perpetuity shall automatically be granted to Licensor with no further costs arising such as residual rights due to voice talents and/or dubbing studio and no additional payments towards Licensee or towards any third party shall become due for any exploitation of the Dubbed Version by Licensor or any third party authorized by Licensor.

Upon grant and transfer of the rights to the Dubbed Version to Licensor in accordance with the above, Licensee guarantees that the transfer of rights has been cleared by any and all third parties responsible for and involved with the dubbing and that collective rights of voices and authors (scripts and lyrics) have been bought out completely for unrestricted use and exploitation.

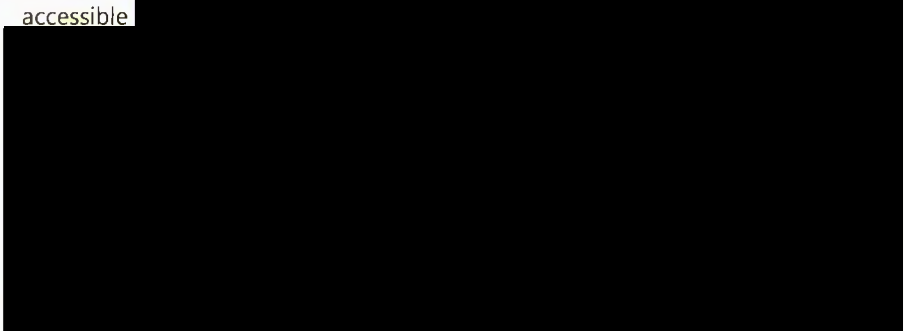
For the avoidance of doubt, Licensee shall continue to be entitled to exploit the Dubbed Version in accordance with this Agreement anytime in the future in case the Licensee acquires relevant broadcasting rights.

The duplication fees of the materials with respect to intended use of the Dubbed Version by Licensor shall be borne by Licensor.

Upon Licensor's request, Licensee shall provide Licensor with complete [REDACTED]

documentation ("chain of rights"; e.g. copies of all agreements concluded, all other relevant documentation, proof of payment towards voice talents, dubbing studio etc.) to prove Licensee's acquisition of all rights to the Dubbed Version and execute any instrument reasonably requested by Licensor to proof and document the acquisition of the rights to the Dubbed Version.

Notwithstanding the foregoing Licensee agrees to keep the Dubbed Version accessible



9. Materials and Acceptance:

No delivery necessary for all titles (=relicense, material already in possession of Licensee) except for

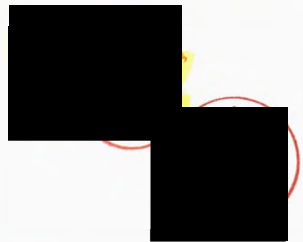
- a. Digital broadcast files with separate M/E tracks, English version, Format: Apple ProRes HQ 422 to be delivered via FTP server or Aspera
- b. Additional/promotional materials (free of charge, if and as available to Licensor):
 - synopsis in English,
 - episode pictures,
 - music cue sheet,
 - scripts in English.
- c. The delivery costs to Licensee (transportation costs, insurance) shall be borne by Licensor; Licensee shall be responsible for any custom clearance and pay for any import duties, taxes or similar charges with respect to the delivery of Materials hereunder. The delivery costs back to Licensor shall be borne by Licensee.
- d. If Licensee fails to notify Licensor in writing of any (technical) defect in the Materials within 30 days after delivery, the Materials shall be deemed accepted.
- e. In case any of the Programs is rejected because the content doesn't meet the requirements of local regulations and/or governments ("*Censorship*"; such rejection to be made within 30 days after delivery), Licensee shall have the right to select an equivalent program available from Licensor's library.
- f. For the avoidance of doubt, without derogating from the foregoing, any use of the Materials shall be deemed acceptance by Licensee of such Materials (with respect to technical quality and content).

10. Material Delivery Date:

Upon request for

11. License Fee:

Licensee shall pay a flat License Fee for the Licensed Rights as follows:



[REDACTED]

Total: € 50.480 net (in words: Euros Fifty Thousand Four Hundred and Eighty)

Legal costs:

In case Licensee needs notarization and/or legalization of certain documents with respect to this License Agreement all costs involved for such notarization and/or legalization shall be borne by Licensee subject to receipt of a corresponding invoice, payable prior to delivery of such documents.

12. Payable:

[REDACTED]

All payments shall be made without any deductions, except for withholding tax, if it accrues. If any payment under the present agreement is subject to withholding tax, Licensee shall immediately provide Licensor with the necessary tax application forms for the exemption from withholding tax and will assist Licensor in obtaining the necessary exemption. If Licensee is paying withholding tax to the tax authorities, Licensee shall furnish Licensor with a certificate of tax payment to the respective tax authority.

The Licensor acknowledges to be the beneficial owner of the License Fee.

Timely payment is conditioned upon receipt of the valid confirmation of Licensor's residency issued by the appropriate Tax Authority unless such valid confirmation has already been provided to the Licensee during the applicable year.

13. Address for invoices:

Licensor's invoices shall be addressed to Licensee and sent to the following email address:

faktery@ceskatelevize.cz

Licensee confirms and agrees that invoices sent by email in Tagged Image Format File ("TIFF") or Portable Document Format ("PDF") shall be sufficient and no delivery of printed invoices (by mail or courier) is necessary.

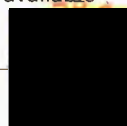
No later than signature of this Agreement, Licensee shall fill-in Licensor's **Customer Registration Form**, accessible under

<https://s100m.de/forms/customer-registration/>

which is a condition prior to Licensor's issuance of the invoice.

14. Withdrawal:

- a. If, because of any proceedings or threat of proceedings by any third party or breach of any applicable law, regulation or standard, Licensor deems it necessary or advisable to withdraw a Program(s) in total or in part from license, Licensor shall notify Licensee and the license shall be revoked with respect to such Program(s). In case such withdrawal concerns more than 50% of the total episodes of such affected Program, the license shall be revoked for the Program in total. Licensee shall then immediately withdraw the relevant Program(s) or the respective parts thereof, if applicable, from any scheduled broadcast, and any material of such Program(s) shall be promptly returned to Licensor.
- b. With respect to any New Production (as defined in Section 1 above) Licensor reserves the right to withdraw such New Production from this License Agreement at any time prior to delivery of the materials if any of the rights and/or territories granted to Licensee to such New Production won't be available



to Licensor [including, but not limited to reasons of (co-)production arrangements not foreseen at the time of signature, any delay or cancellation of production etc.].

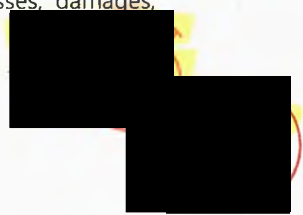
- c. In any case of a withdrawal Licensor shall elect as soon as possible to either supply a substitute program(s) of comparable quality or refund or waive (as applicable) the License Fee or a proportionate part thereof. Notwithstanding the aforesaid any further claim by Licensee against Licensor shall be excluded.

15. Ownership:

- a. Except as expressly specified in this License Agreement, nothing in this License Agreement shall grant Licensee any intellectual property rights, including but not limited to copyright, trade or service marks or goodwill, in or associated with the Program or any materials, and Licensee acknowledges that it shall not acquire any such rights and that all such rights are, and shall remain, as between the Licensor and the Licensee, the exclusive property of Licensor.
- b. Except as specifically authorized hereunder or otherwise in writing, Licensee shall not use the name, trademark, trade name, or logo of Licensor or its affiliated companies or the producers or copyright owners of the Program(s) (if different) (collectively, "Licensor's Trademarks") without Licensor's prior written consent. Licensee acknowledges that Licensor owns the Licensor's Trademarks and agrees that Licensee will do nothing inconsistent with such ownership and that all uses of same shall inure to the benefit of and be on behalf of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the Licensor's Trademarks other than the right to use the Licensor's Trademarks in accordance with this License Agreement.
- c. Licensor retains the sole and exclusive right in relation to the Program(s) and any Dubbed Version to: (i) administer all rights collectively managed by all rights societies including but not limited to the retransmission right, private copy levy right, public performance levy right, public performance video levy right, rental and lending right and any equivalent, replacement or additional rights, and (ii) collect any and all revenues from the rights listed in the preceding subparagraph (i), including but not limited to the right to collect income relating to the broadcast, retransmission, copying and communication to the public of performances and exhibitions (or other forms of exploitation) which are collectively administered by rights societies.

16. Representation and Warranty:

- a. Licensor hereby warrants that it has the right and power to enter into and perform this License Agreement and has taken all steps necessary and appropriate to authorize the execution and performance hereof. Licensor warrants that it owns or controls all rights necessary to grant Licensee the Licensed Rights for the License Territory during the License Period.
- b. Licensor hereby indemnifies Licensee and undertakes to defend Licensee against and hold Licensee harmless from all claims, suits, liabilities, losses, damages, penalties, costs and expenses (including reasonable attorneys' fees) which may be suffered by or obtained against Licensee arising solely out of a breach by Licensor of Licensor's obligations hereunder.
- c. Licensee hereby warrants that it has the right and power to enter into and perform this License Agreement and has taken all steps necessary and appropriate to authorize the execution and performance hereof.
- d. Licensee hereby indemnifies Licensor and undertakes to defend Licensor against and hold Licensor harmless from all claims, suits, liabilities, losses, damages,



penalties, costs and expenses (including reasonable attorneys' fees) which may be suffered by or obtained against Licensor arising out of any use by Licensee of the Program(s) which is not in accordance with this License Agreement.

- e. In no event shall either party be liable to the other party for any special, consequential, incidental or indirect damages of any kind (including, without limitation, loss of profit) whether or not such party was advised of the possibility of such loss, however caused, whether for breach or repudiation of contract, breach of warranty or negligence. Any liability of Licensor for any and all causes of action with respect to this License Agreement and the rights granted herein, not caused by gross negligence or fraud of such party, shall be limited to the amount of the License Fee paid by Licensee to Licensor hereunder.

17. Termination and Reversion of Rights:

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.

Upon the termination of this License Agreement - irrespective of the reason for such termination -, all of Licensee's rights under this License Agreement shall cease to apply and will revert automatically to Licensor.

18. Contractual Exclusion of Set-off:

Licensee shall not be entitled to any rights of set-off or retention against the claim of Licensor for the due and payable License Fee, Minimum Guarantee and/or Royalties, unless the counter-claim of Licensee is undisputed by Licensor or has been recognized by Licensor or a court of competent jurisdiction as final and absolute.

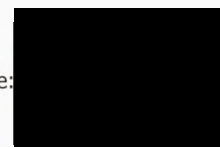
19. Credits:

Licensee shall strictly adhere to the instructions submitted by Licensor with respect to the use of copyright notices, other credits, names, logos and other information regarding the broadcasting, presentation and promotion of the Program(s) on the Licensed Platform.

20. Confidentiality:

The Parties agree that information in this Agreement highlighted in yellow is considered to be confidential (e.g. as a business secret) and neither contracting Party shall disclose such information to any third party 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 the Licensee provides to third parties within a regular scope 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; (ii) that a contracting Party provides or makes public based on a legal regulation; (iii) that Licensor makes available to third party in compliance with reporting and accounting obligations (e.g. towards producers, licensors etc.) and (iv) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal and/or contractual duty of confidentiality. This Agreement shall be made accessible to general public pursuant to Czech law provided that information highlighted in yellow was redacted.

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.



21. Anti-bribery, anti-money laundering, anti-terrorism financing and unlawful activities:

Licensee shall not engage in any illegal or unlawful activities. The Licensee confirms that he is aware of the relevant anti-money laundering legislations and that he is not engaged in any activities that generate income through illegal actions, nor performs any transactions to entities or persons registered in countries that are qualified by the OECD as not cooperative (countries without taxes or very low tax rate). The Licensee shall not engage in any form of corruption, extortion, embezzlement or bribery. Licensor shall in no event support in evading taxes and shall not execute payments to entities registered in countries considered by the tax authorities as tax havens.

22. Data Protection:

Licensee undertakes to comply with the relevant data protection regulations regarding execution of this contract. This obligation shall also be imposed on all persons who are involved at Licensee with the administration and fulfilment of this License Agreement.

Licensor is entitled to process personal data obtained within the contractual relationship based on Art. 6 para. 1 sentence 1 lit. b), c) and f) GDPR (General Data Protection Regulation of the European Union), for the purposes of contract implementation and the fulfilment of legal obligations. The data will be processed for as long as it is necessary for the stated purposes, if necessary even beyond the expiry of statutory retention and protection periods, unless there is no longer a legitimate interest at Licensor. The data will only be transferred to third parties within the scope of the contractual provisions and insofar as this is necessary for the aforementioned purposes. Licensee and third parties concerned may, if the legal requirements pursuant to Art. 15 GDPR are met, request information about their personal data processed by Licensor and assert their rights pursuant to Art. 16-18 as well as 20, 21 and 77 GDPR in writing to the data protection officer of Licensor [REDACTED] mail: Studio 100 Media GmbH, Data protection officer, Neumarkter Str. 18-20, 81673 Munich, Germany). Responsible in terms of the data protection regulation are Licensor's managing directors [REDACTED] (Postal address: Studio 100 Media GmbH, Neumarkter Str. 18-20, 81673 Munich, Germany).

23. Further stipulation(s):

a. Upon request of Licensor, Licensee shall provide detailed transmission reports including all information available at Licensee's side (e.g. TV ratings, market share numbers, feedback from Licensee's website etc.).

24. General Conditions:

- a. This License Agreement shall be binding upon the Parties subject only to the approval of the relevant boards of Licensor which shall be deemed granted upon signature of this License Agreement by Licensor.
- b. Licensee is obliged to coordinate any press release in advance with Licensor. Licensor has to be named in any case.
- c. Licensor shall have the right to assign, substitute or deal with any of its rights and obligations hereunder for financing purposes and shall retain the right to freely assign any rights, obligations and benefits under this License Agreement to any affiliated company, to the extent that such assignment will not be prejudicial to Licensee's legitimate interests.
- d. The Parties' rights and obligations shall be binding upon and inure to the benefit of the Parties and their respective successors.
- e. Alterations of or amendments to this License Agreement shall be legally binding only if in writing. A waiver of the written form shall only be effective if in writing.
- f. If any provision of this License Agreement is or becomes illegal, invalid, or unenforceable under applicable law, such provision shall be fully severable and shall not affect the legality, validity, or enforceability of any other provision.

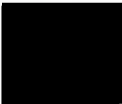
[REDACTED]

hereof. In such a case, the provisions which have to be replaced shall be deemed replaced by those that are legally valid and enforceable and come as close to the economic purpose of the ineffective provision that was intended in the first place.

- g. This License Agreement may be executed by facsimile and/or transmitted electronically in either a Tagged Image Format File ("TIFF") or Portable Document Format ("PDF"), each of which when so executed and delivered shall be deemed an original and all of which, taken together shall constitute one and the same instrument shall be equally effective as delivery of a manually executed counterpart of this License Agreement.
- h. This License Agreement shall be governed by the substantive law of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods. In the event of any dispute arising out of or relating to this License agreement Licensor shall have the right to appoint place of legal venue, which shall be either Munich/Germany or Licensee's principal office.

Counterparts. This Agreement comes into force on the day of its publication pursuant to Czech legislation. 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 without unreasonable delay.

Signature page to follow.



Signature page:

ACKNOWLEDGED AND AGREED:

For LICENSOR:

Date: 17-08-2021

For LICENSEE:

Date: 05-08-2021

Petr Dvořák, General Director

