

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. 1078964/542

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

Price or value: 1.000 EUR

Date of signature: 25.8.2016



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

between

Czech Television,

A public Company established by the
Czech Television Act No. 483/1991 Coll.,
with its registered office at
Kavci hory
CZ - 140 70 Prague 4
Czech Republic
VAT No.: CZ00027383
represented by [REDACTED], Head of Production

(“CZECH TELEVISION”)

and

Unitel GmbH & Co. KG

Grünwalder Weg 28d
D - 82041 Oberhaching
Germany
VAT No.: DE300936832
represented by Jan Mojto, Managing Director

(“UNITEL”)

1. OBJECT OF AGREEMENT

1.1 The object of this Agreement is to define the Parties' rights and obligations in the production and broadcast of an audio-visual recording of the following concert:

Concert programme:

L. van Beethoven: Violin Concerto in D major, Op. 61,
Max Reger: Variations and Fugue on a Theme by Mozart, Op. 132
Richard Strauss: Till Eulenspiegel's Merry Pranks, Op. 28

Artists:

Conductor: Christian Thielemann
Soloist: Nikolaj Znaider, violin
Orchestra: Sächsische Staatskapelle Dresden

Location: Rudolfinum, Prague

Video Director: [REDACTED]
Sound Engineer: [REDACTED]

Recording Date: 5 September 2016,
[REDACTED]

[REDACTED]

[REDACTED]

Expected duration of concert: 105 minutes incl. interviews + 20 minute pause

- hereinafter referred to as (“Programme”)

1.2 The Parties will closely cooperate with respect to the post-production of the Programme in order to enable UNITEL to receive and produce 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 worldwide in all media for an unlimited period, except for uses of the Programme exclusively reserved by this Agreement for CZECH TELEVISION.

CZECH TELEVISION shall be authorised to use the Programme (final master of the recording for rebroadcasting as approved by the Artists) [REDACTED]

[REDACTED]

(“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) [REDACTED] has acquired or shall acquire authorisation [REDACTED] to the extent necessary for unlimited and non-disrupted worldwide use of the Programme for the duration of its copyright protection,
- b) [REDACTED] has acquired or shall acquire authorisation [REDACTED] required for the recording of the Programme and the execution of the [REDACTED],
- c) [REDACTED] has acquired or shall acquire authorisation [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]

The Parties shall provide each other with sub-licences for the use of the subject of protection, for the use of which they have received authorisation from third parties in accordance with this paragraph, in the extent in which they enjoy authorisation to use the Programme based on the arrangement specified above in this paragraph.

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 [REDACTED]

[REDACTED]

3.2 The Distribution Territory also includes maritime installations and all means of passengers' 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 paragraph 2.

4. DISTRIBUTION TERM

CZECH TELEVISION and UNITEL agree, that the Parties shall be granted the exclusive rights pursuant to paragraph 2 with effect from the signature of this Agreement in perpetuity.

5. PRODUCTION AND MATERIAL

5.1 CZECH TELEVISION shall arrange and pay for the production of the Programme with the exceptions listed in paragraph 2.2.c) and paragraph 5.2. and 5.3. of this Agreement.

5.2

[REDACTED]

5.3 Unitel will pay the fee, travel expenses and accommodation in the Czech Republic of the sound engineer [REDACTED] during the production of the Programme. Dates and times of rehearsals and recordings: [REDACTED], rehearsal from [REDACTED], recording of concert from 20:00 to 22:10, from [REDACTED], or recording of rectifications, dates and times of finishing work: location Kavčí hory, dates to be specified.

[REDACTED]

5.4 CZECH TELEVISION shall deliver to UNITEL a live signal of the recording on 5 September 2016 with the following specifications:

[REDACTED]

with Czech and English titles and credit on the basis of a pre-approved credit list.

5.5 As soon as possible after the recordings, at the latest until [REDACTED], CZECH TELEVISION shall deliver to UNITEL the rough cut of the Programme. Manner of delivery: electronic version MOV. [REDACTED]

[REDACTED] UNITEL will inform CZECH TELEVISION about possible comments and/or suggestions. UNITEL has agreed to contribute to the post-production in order to secure the best quality possible, necessary for international exploitation in all media ("Post Programme Contribution"). [REDACTED]

[REDACTED]

[REDACTED]

5.6 As soon as possible CZECH TELEVISION shall deliver to UNITEL the materials as detailed in **Annex 2** of the final approved version of the Programme 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.

CZECH TELEVISION shall send to UNITEL timely in advance opening and closing credits for approval. Unless UNITEL makes no statement within [REDACTED] after the day when it is delivered the proposed opening and closing credits, it shall be deemed that UNITEL approved them.

HD material will be delivered as Apple ProRes HQ 422 or DNxHD 185x.

5.7 In case that UNITEL objects to the delivered materials in view of technical and/ or artistic aspects, CZECH TELEVISION shall make best efforts to cure the defects specified by UNITEL. Furthermore, UNITEL shall have the right to cure such 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

€1,000
(one thousand euros)

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

€1,000
(one thousand euros)

6.3 The payments pursuant to paragraph 6.1 and 6.2 shall be payable, after presentation of a corresponding invoice, upon delivery and acceptance of the material pursuant to paragraph 5.3, however not prior to signature of the present Agreement and presentation of a requisite declaration of tax exemption and its acceptance by the German tax authorities.

6.4 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. Both Parties undertake to send the other Party the necessary application forms and herewith declares its willingness to support the other Party in filing the said application.

6.5 Payments under the present Agreement shall include 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) [REDACTED]

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 to the extent granted herein to UNITEL copyrights and intellectual property rights of use, from a [REDACTED]

director and a cameraman participating in the Programme for an 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 to the extent granted herein to CZECH TELEVISION all copyrights, intellectual property rights of use, including music clearances, performance protection, personal and other rights from all persons participating in the Programme or engaged by UNITEL for the Programme, including their permanent employees except for director and cameraman, for an undisturbed use in every respect in the Czech Republic during the Distribution Term and that UNITEL is entitled to grant and CZECH TELEVISION is unrestrictedly entitled to exercise the rights acquired according to the present 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 paragraph 2, for whom CZECH TELEVISION is responsible, arises from third parties, CZECH TELEVISION shall be obliged to indemnify UNITEL from all 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 paragraph 2, for whom UNITEL is responsible, arises from third parties, UNITEL shall be obliged to indemnify CZECH TELEVISION from all 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 paragraph 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 paragraph 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 reasonable expenses incurred in connection with the defence of the transferred rights, provided, if the claim is ascertain as justified and/or rightful.

9. BANKRUPTCY, COMPOSITION AND ANCILLARY PROCEEDINGS

9.1 CZECH TELEVISION represents and warrants that, with regard to the exploitation rights pursuant to paragraph 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 paragraph 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. Should UNITEL, the (insolvency-) administrator or liquidator of UNITEL's estate be entitled to terminate the present Agreement due to cogent bankruptcy law, the (license-) agreements concluded by CZECH TELEVISION with its licensees shall remain unaffected.

9.4 In the event any insolvency proceedings being instituted with regard to UNITEL's estate or 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 a "Default"), and shall have failed to cure such Default within 30 business days of receipt of written notice from other party setting out the terms of such Default, the 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**

(intentionally deleted)

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 / CZECH TELEVISION
UNITEL**

uvádějí / present

Closing credits:

(Czech version only:) Ve spolupráci s Akademií klasické hudby o.p.s.
Vybily / A production of

**ČESKÁ TELEVIZE / CZECH TELEVISION
UNITEL**

©
**ČESKÁ TELEVIZE
UNITEL
2016**

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

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

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

11.3 In case that a DVD will be produced, CZECH TELEVISION shall be entitled to [REDACTED] [REDACTED] of the first DVD edition of the Programme for internal, non-commercial use only.

11.4 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:

- (a) on the date of delivery, if delivered in person, even if a party that is delivered to (addressee) refuses to overtake such Notice, or
- (b) 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 with the address of registered office/residence set out in the heading hereof for CZECH TELEVISION and the UNITEL or, as the case may be, to an address notified by one of the parties to the other for this purpose in writing.

11.5 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 the 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. As 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 about the contracting Contracting Parties 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 Contracting 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 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 the 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 laws 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 three counterparts in the English languages. UNITEL shall receive one counterpart, CZECH TELEVISION shall receive two counterparts.

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.

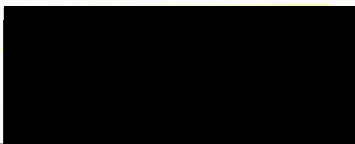
Attachments:

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 11.5}

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 11.5}

Prague, 25.8.2016.....

Oberhaching, 24.08.2016



Czech Television



UNITEL GmbH & Co. KG