

License Agreement („Agreement“)

between

Spring Media AB

Doebelnsgatan 24, 11352 Stockholm

SWEDEN

VAT ID: SE556852425901

Represented by Hans Svelander

-hereinafter referred as („Licensor“)

and

CESKA TELEVIZE

Kavci hory, 140 70 Praha 4

VAT ID: CZ 00027383

Czech Republic

Represented by [REDACTED] CT Sport Executive Director

-hereinafter referred as („Licensee“)

Licensor and Licensee, herein after referred to individually as „Party“ or together referred to as „the Parties“, agree on the following licensing agreement.

Whereas

- A. Licensor is a service provider and marketing agency in the field of international professional sports. Licensor holds worldwide rights for the commercial exploitation, including television broadcasting rights, of several international football matches.
- B. Licensee intends to acquire television and related media broadcasting rights to football matches from Licensor for the Territory (as defined below).
- C. Licensor and Licensee intend to cooperate for the purpose of broadcasting the football events in the below mentioned territory.

1. DEFINITIONS

Effective Date

Means the 7th of February 2017

Event(s)**Host Broadcaster**

Means the Licensor or such other person as the Licensor may appoint or agree to provide, inter alia, production and/or technical services in respect of broadcast, including for international distribution, of each Event;

International Feed

Means a live programme feed of HD international broadcast quality of each Event which shall consist of a clean signal with International Sound.

International Gateway

Means the relevant international telecommunications gateway or such other satellite uplink point as notified by Licensor or a satellite routing accessible to Licensor;

License Fee

Means as defined in Clause 5.1;

Permitted Language

Means local languages of the Territory only;

Rights

Means as defined in Clause 3.1, 3.2, and 3.3;

Term

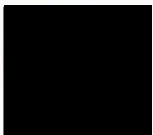
Means the term of this Agreement as defined in Clause 2.1;

Territory

Means the territory as defined in Clause 2.2;

Unintentional Overspill

Means as defined in Clause 4.3.



2. Term and Territory

- I. The Rights are granted to Licensee since the Effective Date and shall terminate on 31st December 2017. Upon expiration of the Term, all Rights shall revert to Licensor and Licensee shall have no further right whatsoever to use or exploit the Rights granted under this Agreement on a commercial or non-commercial basis.
- II. The Territory means the Czech Republic

3. Object of the Agreement and Grant of Rights

- I. Subject to the provisions of this Agreement, Licensor grants to Licensee the exclusive all broadcasting rights on all platforms currently existing and hereafter created with respect to the Event, whether on a free or pay basis and linear or on-demand basis, throughout the Territory in the Permitted Language during the Term, including the right to commercially exploit such rights via broadcasting or transmission by any whatsoever means and technical facilities related to transmission form and transmission standard in any format on a live and delayed basis, with an unlimited number of runs, in whole, in part or highlights including news access. Licensee shall be entitled to sub-license the Rights to other person by providing written notification to the Licensor.
- II. Notwithstanding the above granted Rights, Licensor reserves the following rights for exploitation by itself and/or authorize third parties to exploit the same in the Territory in any language:
 - Exclusive live and delayed betting/gambling internet rights of the Event for exploitation in the Territory for registered members only
 - The right to license non-exclusive news access broadcasting rights for the Event in the respective Territory; and
 - The right to create any forms of videos, photographs and other reproductions of the Event in any format and on any technical storage facility whether already existing or to be created in the future and shall have the right to sell, lease or distribute such reproductions or storage facilities for any commercial or non-commercial purpose in the Territory.

For the avoidance of doubt, any and all rights not explicitly granted to Licensee shall be and remain the ownership of Licensor, to be used and exploited by Licensor in any manner it deems appropriate.

4. International Feed/Access

- I. The Licensor shall procure to Licensee that the International Feed shall be available from the International Gateway. Licensor will exercise diligent efforts to assist the Licensee in picking up the International Feed. For the avoidance of doubt, Licensee shall be solely responsible for all arrangements (include costs thereof) with respect to the delivery of the International Feed from the International Gateway to its own broadcasting facilities.
- II. Licensee or its sub-licensee shall broadcast fully and without alteration the International Feed provided by Licensor. Licensee shall in no way alter the International Feed, except by editing to appropriate length or adding the respective broadcaster logo to the broadcast picture, and adding commentary in Permitted Language. So-called virtual advertising is not permitted by Licensee as such right shall remain exclusively with Licensor to be exploited at its sole discretion. Where editing is to be carried out, Licensee undertakes not to edit any contractual broadcast pictures, in any way likely to bring Licensor into dispute or which is defamatory for any persons or organisations.
- III. Licensee shall ensure that the programming of each Event is intended for reception within the Territory and therefore unmodified and do not carry any subtitles in a foreign language and that the availability of such program outside of the Territory shall not be deliberately marketed in any media anywhere. Therefore, Licensee shall put in place all necessary technical measures (encrypted signal, black out etc.) to limit access to the Territory and set up technical measures and digital rights management system (DRM) in order to prohibit, the copying, storage, conservation and transfer of any images of the Event. However, the reception of the broadcast of Licensee, intended for the Territory, outside the Territory, due to technical constraints inherent to terrestrial transmission shall not be deemed as breach of this Agreement („Unintentional Overspill“). Further, Licensee shall ensure that all transmissions via internet or other networks and/or communication systems are prevented from reception outside its Territory by appropriate technical means (e.g. geo-blocking).

Licensee acknowledges and accepts that Licensor has licensed to third parties the exclusive right to broadcast each Event in other territories and that there can be unintentional overspill (by whatsoever means) into Licensee's Territory which shall not be deemed a breach of this Agreement by Licensor.

5. License Fee and Technical Costs

- I. In consideration of the Rights granted under this Agreement, Licensee shall pay to Licensor a License Fee in the total net amount of EUR 5.000,-, net against the respective invoice provided by Licensor.

II. The invoice for the Event shall be paid as follows:.

- Upon signature of this agreement but no later than 28th of February 2017

III. The technical costs for the matches shall be included in the license fee.

IV. Payments due under this Agreement are exclusive of Value Added Tax and shall be in Euros paid free and clear without deductions based on any currency control restrictions, import duties or any sales, use, value added or other taxes or withholdings, i.e. all such taxes or withholdings shall be solely borne by Licensee.

All amounts payable by Licensee are expressed as net amounts. If any taxes (including any value added or withholding taxes), levies, expenses or other charges are payable in relation thereto then such amounts shall be increased (gross-up) by such amounts as will lead to the agreed net amounts being received by Licensor.

V. Failure to make any of the payments pursuant to Clause 5.1 shall entitle the Licensor, after providing the Licensee with 15 days written notice (email notice shall be sufficient) and expiry thereof, to suspend the Agreement immediately and to immediately license the Rights fully and/or in part to any third party for broadcast in the Territory. This notwithstanding, Licensor reserves the right to claim damages from Licensee.

VI. Licensor acknowledges that is the beneficial owner of the License fee. Timely payment is conditioned upon receipt of the valid confirmation of the Swedish residency of the Licensor issued by the appropriate Tax Authority of the Kingdom of Sweden unless such valid confirmation has already been provided to the Licensee during the applicable year. The Licensor agrees that if applicable the Licensee may deduct the withholding tax under the local laws and regulations in accordance to which the Licensor shall provide the Licensee with the relevant tax certificate as soon as is received.

6. Undertakings and Warranties

I. The Licensor undertakes and warrants to the Licensee as follows:

- Subject to the provisions of this Agreement, it owns and/or controls or is entitled to grant the rights and licenses granted herein and has all necessary authority, rights, licenses, permissions, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement;

II. The Licensee undertakes and warrants to the Licensor as follows:

It has all necessary authority, rights, licenses, permissions, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

- III. It is not aware, as at the date of this Agreement, of anything that may, or will, adversely affect its ability to fulfill its obligations under this agreement.

7. Force Majeure

- I. For the purpose of this Agreement, an Event of Force Majeure shall mean any event preventing Licensor from performing any or all of its obligations under this Agreement which arises from, or is attributable to, acts, event, omissions or accidents which are beyond the reasonable control of the Licensor so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions for reasons outside the control of either party) of any relevant government or court, or any relevant or recognised governing body or authority for the sport of football.

If and to the extent an Event of Force Majeure occurs, Licensor shall respectively be released from its obligations under this Agreement for the respective Event, in particular Licensor shall be entitled to refuse delivery of the International Feed to Licensee completely or in part and in such case the License Fee shall be reduced and refunded on a pro rata basis unless the Event is being replayed in the schedule as agreed by Licensee.

For the avoidance of doubt, the Licensee shall not be relieved of its obligation to continue to pay the License Fee in case an Event of Force Majeure is affecting the Licensee; subject always to the second paragraph of Clause 7.1.

- II. If Licensor is delayed in, or prevented from, performing any of its obligations under this Agreement by any Event of Force Majeure with respect to an Event, Licensee shall have the right to terminate this Agreement for cause and Licensor shall refund the License Fee and technical cost under Clause 5.3 in full and neither party shall have any other liability to the other except that rights and liabilities which accrued prior to such Event of Force Majeure shall continue to subsist.

- III. If Licensor claims to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an Event of Force Majeure shall use all reasonable endeavours to bring the Event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the Event of Force Majeure.

8. Indemnification/Liability

- I. Both Parties agrees that neither Party shall be entitled to recover from the other Party any liabilities exceeding the License Fee that the former may incur which results from a breach by the latter of its obligations under this Agreement. The latter shall indemnify, defend and hold the former harmless, on demand, from and against any and all actions, causes of action, claims, damages, liabilities losses, costs, legal fees, fines and/or penalties in each case: (i) of whatsoever nature or kind (ii) whether or not the same arises during or after the Term; and (iii) which arise out of or are in connection with any claims against, suffered by and/or incurred by the former as a result of any breach by the latter of any term of this License Agreement.
- II. In any case, neither Party shall be liable in any circumstances whatsoever to other Party for any indirect or consequential loss (hereunder but not limited to, loss of publicity, loss of reputation, loss of opportunity, loss of profits and claims from third parties. Suffered or incurred by the latter arising out of or in connection with this Agreement.

9. General

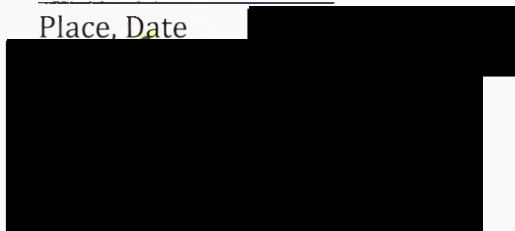
- I. Nothing in this Agreement shall create a partnership or an employer and employee relationship or a joint venture between the parties.
- II. This Agreement is subject to all applicable rules, regulations, decisions, directions, codes of practice measures and guidelines from time to time of FIFA and/or UEFA relating to the organisation, broadcasting, staging and playing of international football matches and all other applicable local laws and regulations which are notified to Licensee in writing in a timely manner.
- III. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any subsequent exercise in law, equity or otherwise.
- IV. This Agreement shall operate to the entire exclusion of any heads of agreement, memoranda, deal memo or other agreement or understanding of any kind between the Parties preceding the date of this Agreement.
- V. Both Parties acknowledge and agree that any information given from one Party to the other should be reasonably known as confidential, are to be strictly confidential, and shall not be disclosed to any third party without

the other party's written consent, except to the legal, accounting, or other business representatives of each Party who requires access to such information, or as may otherwise be required by law. In relation to Czech public law - Act on Registration of Agreements (Act No. 340/2015 Coll.) the parties agree this Agreement shall be published in the Register of Contracts open for free remote Internet access by general public. The parties have marked (by yellow colour) textual parts of this Agreement that shall be unreadable for the purpose of publication in the Register of Contracts since such parts include trade secrets (particularly but not only) and each party takes appropriate measures to keep such parts confidential. The parties agree that the rest of this Agreement (text that has not been marked) shall not be deemed as confidential according to this Article.

- VI. Should any term of this Agreement be considered void or voidable under any applicable law, then such terms shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole commercial object is thereby frustrated.
- VII. This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each Party.
- VIII. The terms of this Agreement shall be governed and construed in accordance with the laws of Sweden and any disputes concerning the existence and validity thereof, shall be submitted to the exclusive jurisdiction of the Courts of Stockholm.

29.3.2017

Place, Date



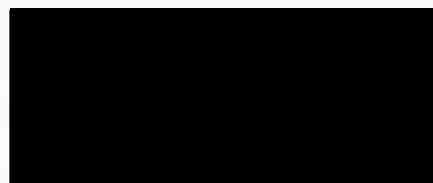
For Silver Spring Media AB



SILVER SPRING MEDIA AB

10.3.2017

Place, Date



For **CESKA TELEVIZE**

