

PROGRAMME LICENSING AGREEMENT

AGREEMENT NUMBER: 171929-4131-00

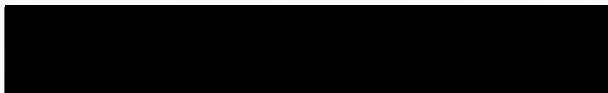
Date: 15 March, 2017

The Parties: **DSI by Inverleigh Pty Ltd**, a subsidiary of Inverleigh Media Holdings Pty Ltd, whose principal place of business is 71 Thistlethwaite Street, South Melbourne, VIC 3205, AUSTRALIA, Australian Company Number 151 762 793. (hereinafter referred to as 'Licensor');
and
CESKA TELEVIZE (Czech Television) whose principal place of business is Kavci Hory, Praha 4, 140 70, CZECH REPUBLIC, (hereinafter referred to as 'Licensee').

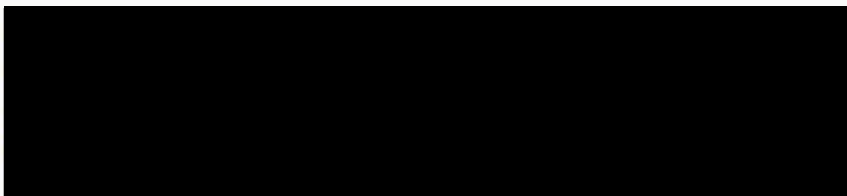
Overview: The Licensor hereby provides to the Licensee a License, or series of Licenses, granting broadcast rights for Programs in accordance with the terms contained within this Agreement.

The Licensor and Licensee acknowledge that in the signing of this agreement, both parties clearly understand their rights and obligations set out in the Agreement.

Licenses included in this Agreement: This Agreement incorporates Licenses for the following Programmes:



Licensor Main Contact:



Licensee Main Contact:



PROGRAM LICENSE: 171929-4131-TIMM

The Licensor hereby grants to the Licensee, the right to telecast programs as specified within this License and in accordance with the terms contained within the governing Licensing Agreement, 171929-4131-00.

Program Name:

Episodes Licensed: 52 episodes comprising episodes 1 to 52 inclusive

Duration of Episodes: Half-hour including commercial breaks

Broadcast Term: 1 April, 2017 through 1 April, 2019 – a total broadcast period of 24 months.

Rights Licensed: Licensee is granted broadcast rights including transmission and simulcast of the Programme within the Territory in the specified language(s) on Free to Air Television Platforms including cable, satellite and MMDS.

Any and all rights not herein granted are reserved by Licensor.

Exclusivity: All rights are granted on a non-exclusive basis.

Number of Telecasts: Licensee may schedule unlimited telecasts of each episode

Territory: Czech Republic

Languages: Czech

Delivery: The program will be delivered via Hard Disk Drive (HDD)

License Fee: In consideration for the rights granted herein, Licensee agrees to pay Licensor EUR 14,450 gross, for all episodes Licensed (equivalent to EUR 277.88 gross per episode).

Technical Charges: All delivery and technical charges are included within the license fee.

Payment of Fees: The total fees and charges of EUR 14,450 minus 10% withholding tax deduction i.e. EUR 13,005 net, will be paid on invoice, in one installment being;

EUR 13,005 net, due on signing of this Agreement and not later than 7 April, 2017



PROGRAM LICENSE: 171929-4131-OTDA

The Licensor hereby grants to the Licensee, the right to telecast programs as specified within this License and in accordance with the terms contained within the governing Licensing Agreement, 171929-4131-00.

Program Name: 

Episodes Licensed: 1 package episodes comprising episodes 1 to 366 inclusive

Duration of Episodes: 1 minute

Broadcast Term: 1 April, 2017 through 1 April, 2019 – a total broadcast period of 24 months.

Rights Licensed: Licensee is granted broadcast rights including transmission and simulcast of the Programme within the Territory in the specified language(s) on Free to Air Television Platforms including cable, satellite and MMDS.

Any and all rights not herein granted are reserved by Licensor.

Exclusivity: All rights are granted on a non-exclusive basis.

Number of Telecasts: Licensee may schedule unlimited telecasts of each episode

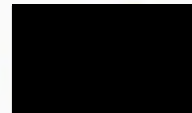
Territory: Czech Republic

Languages: Czech

Delivery: The program will be delivered via Hard Disk Drive (HDD)

License Fee: N/A

Payment of Fees: Part of the package including the program: 



PAYMENTS

Payment Terms: The Parties hereby acknowledge that no Programs will be delivered until payment has been transferred by Licensee and received into Licensor's account.

Licensee agrees to make all payments listed in this License Agreement will be made by Licensee and received by Licensor prior to despatch of any programmes.

Payments will be made in full and in accordance with the terms outlined within each invoice and prior to the agreed dates of payments.

Licensee hereby agrees that the Licensee is obliged to pay 10% withholding tax to the local tax office. Licensor further agrees that such amount of withholding tax will be deducted from the total gross amount of Licence Fee set out above and invoiced to the Licensee. Licensee hereby agrees to pay any other related taxes and levies, including but not limited to withholding and value added taxes, arising from any payment due to the Licensor under this Agreement. Such taxes and levies will be paid over and above, and will not be deducted from the total fees and charges outlined in this agreement.

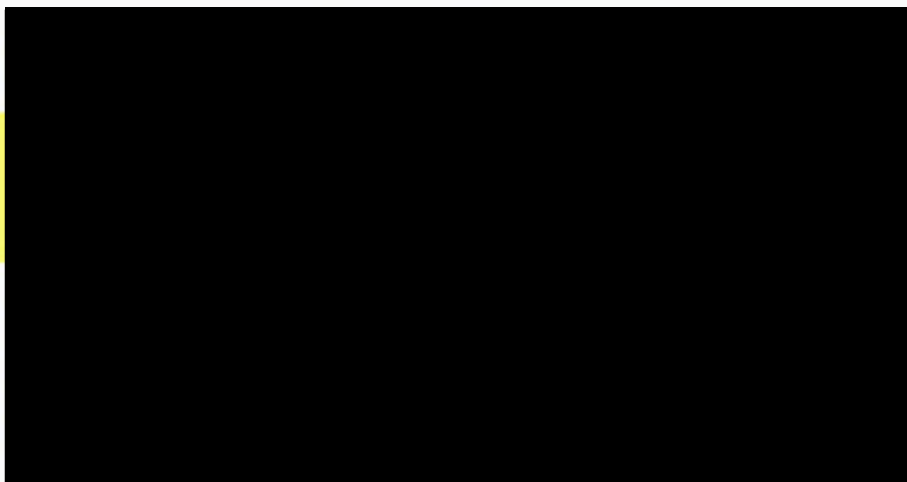
Licensor acknowledges that is the beneficial owner of the License Fee. Timely payment is conditioned upon receipt of the valid confirmation of the Australian residency of the Licensor issued by the appropriate Tax Authority of the Australia unless such valid confirmation has already been provided to the Licensee during the applicable year.

Fee Summary: License 171929-4131 [redacted] Total Fees and Charges EUR 14,450 gross (EUR13,005 net)
License 171929-4131 [redacted] - N/A

Total License Fees and Technical Charges for this Agreement: EUR 14,450 gross (EUR13,005 net)

Payment Schedule: Invoice 171929-4131-01 in the amount EUR 14,450 gross (EUR13,005 net), due on signing of this agreement

Licensor Bank Details:

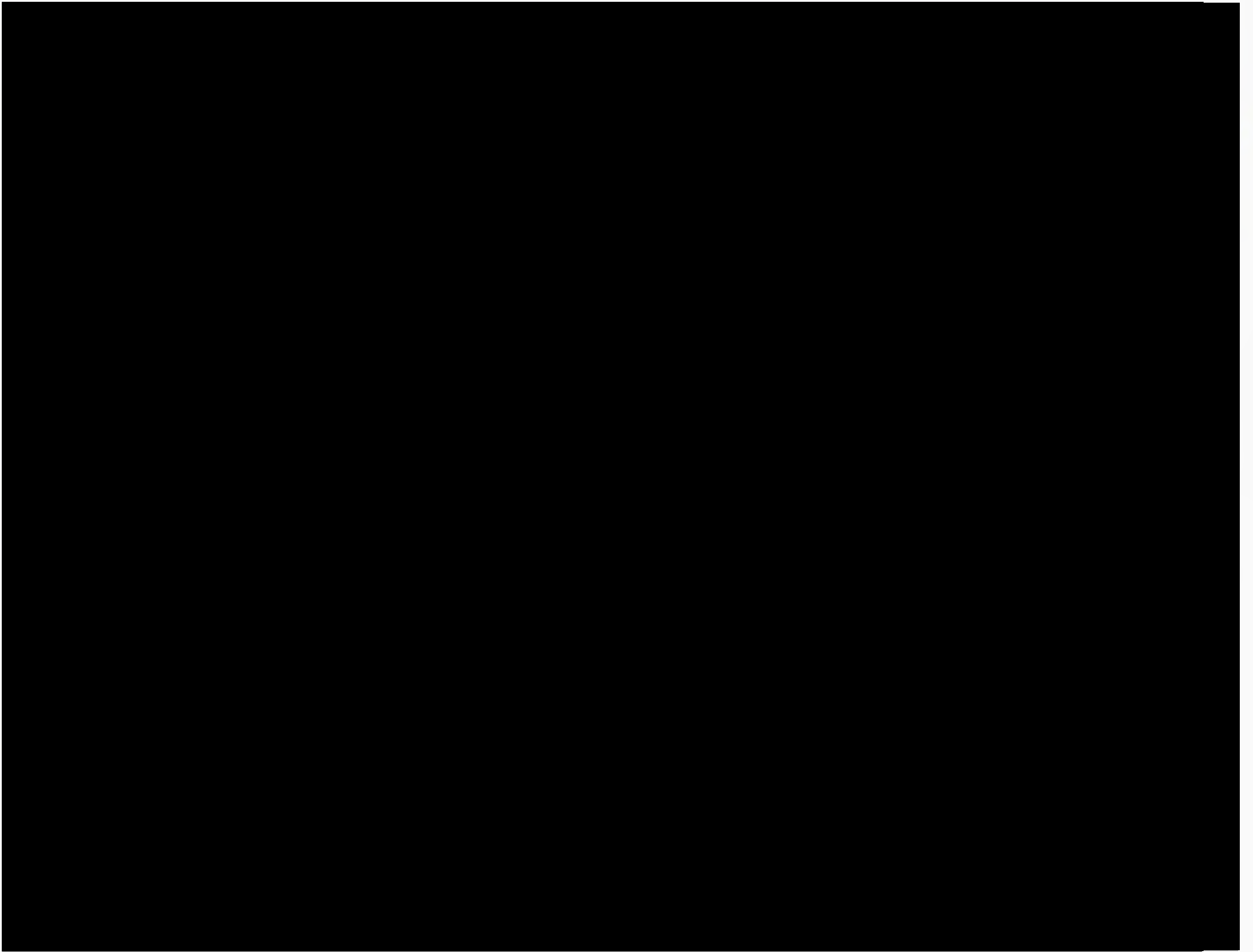


Contacts - Accounts:

Initialled: [redacted] Licensee



DELIVERY AND MATERIALS:

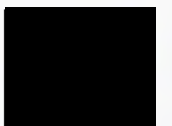


inverleigh

Initialed:



Licensee



OTHER CONDITIONS AND PROVISIONS:

The Terms and Conditions included after the signature section to be read as being included as part of this Agreement 171929-4131-00 and are legally binding.

In relation to Czech public law - Act on Registration of Contracts (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 Agreement.

Signed, understood, agreed and accepted by;

[Redacted signature area]

on behalf of Licensor;
DSI by Inverleigh Pty Ltd

Name: [Redacted]

Title: Director

Date: 28 March 2017

[Redacted signature area]

on behalf of Licensee;
CESKA TELEVIZE (CZECH TELEVISION)

Name: [Redacted]

Title: Executive Director of CT Sport

Date: 28.3.2017

[Redacted initials]

[Redacted]

STANDARD TERMS AND CONDITIONS**GENERAL**

This Agreement may only be varied by written agreement signed by both parties.

Except to the members of its group of companies, a party may not assign its rights or obligations under this Agreement without the prior written consent of the other party.

If a party overlooks a breach of this Agreement by the other party, it is not taken to have agreed to any future breach.

This Agreement contains the parties entire understanding concerning the subject matter.

The law of Victoria, Australia governs this Agreement, the provisions contained within it and any and all disputes that may arise from this Agreement.

CONFIDENTIALTY

Save provision relating to Czech Register of Contracts (above) each party must keep the other party's confidential information confidential and not disclose it to another person. Confidential information includes, but is not limited to, the terms and conditions of this entire Agreement.

PERMITTED USE

The Agreement sets out the permitted use of the program(s) supplied. Any use outside that which is provided for is strictly prohibited. Unless otherwise agreed in writing, programs are to remain as complete packages, meaning they are to be broadcast as delivered and in full. For avoidance of doubt, the licensee may alter the program specifications to comply with their specific broadcast requirements, on the basis that the alterations do not substantially change the nature of the original program supplied.

The licensee is permitted to use any part of the program or a sequence of the program for the purpose of promoting the forthcoming broadcast of the program.

LICENSING FEES AND OTHER PAYMENTS

Payment will be made to the licensor in accordance with the terms set out in the "Payment Schedule". Fees are payable in Euros (EUR) unless otherwise specified.

All taxes, customs and other such charges imposed upon the licensee by law or required by any government body in connection with the licensing under this Agreement are payable by the licensee. This includes but is not limited to withholding and value added taxes. If a value added tax is payable as a consequence of supply under this Agreement, the licensee receiving the supply must, subject to receipt of a valid tax invoice, pay the relevant amount to the licensor.

DELIVERY RESPONSIBILITY

The licensee is responsible for any loss, theft or damage to master copies or portions of master copies occurring from the time of receipt/delivery by the licensee from the licensor. The licensor is responsible for any losses arising from loss or damage as described in this paragraph at any time before the master copies have been received/delivered to the licensee from the licensor.

INDEMNITY

Each party will indemnify and hold the other party harmless from and against any actions, proceedings, claims, damages and liabilities, cost and expenses of any of its undertakings, warranties or obligations under this Agreement.

TERMINATION

The licensor reserves the right to terminate this Agreement upon notice to the licensee where the licensee fails to or refuses to perform any of its obligations in accordance with this Agreement, including non-compliance with the "Payment Schedule". Such termination shall not otherwise affect in any way whatsoever the license fees payable for the program(s).

If the licensor fails or refuses to perform any of its obligations under this Agreement, the licensee may at its option terminate this Agreement with the giving of 30 days notice to the licensor. If the licensee exercises their rights under this clause, the licensor must repay the licensee all amounts of the license fee relating to episodes or segments that have not been delivered.