



**Česká televize**  
Company ID number: 00027383

and

**Company: SC COMUNICACOES LTDA**  
Company ID number: 10.341.556/0001-03

## **Programme Licence Agreement**

number 1082570/2385

Subject matter of the agreement:  
Price or value:  
Date of execution:

Programme licence acquisition  
USD 10,400 *10,900*  
~~18-05-2017~~

**PROGRAMME LICENCE AGREEMENT**  
(hereinafter "the Agreement")

**CESKA TELEVIZE / Czech Television,**  
Public Company established by the Czech Television Act No 483/1991 Coll., VAT No.  
CZ00027383,  
whose registered address is Kavci hory, Na Hřebenech II 1132/4  
140 70 Praha 4, Czech Republic,  
Represented by [REDACTED] Head of Acquisitions  
hereinafter called "the Licensee" of the one part

and

**SC COMUNICACOES LTDA**  
**Fantasy name: SATO CO., LTD**  
Al. Rio Negro, 585 – suite 152 = Edificio Jaçari – Alphaville  
Barueri – SP – BRAZIL – 06454-000  
TAX ID – 10.341.556/0001-03  
Tel: +55 11 4134-4455

hereinafter called "the Licensor" of the other part

the Licensee and the Licensor hereinafter collectively referred to as "the Parties" or  
individually as "the Party"

hereby execute this Agreement:

**Basic Terms and Conditions**

- 1) „The Series” [REDACTED]
- 2) „License Fee“ [REDACTED], that is USD  
10,400 (to wit: ten thousand four hundred USD) in total to be paid based on an invoice  
issued by the Licensor on signature of the Agreement. The payment shall be due as  
follows:

[REDACTED]  
to the Licensor's account:

**Correspondent Bank:** Standard Chartered Bank – New York – USA  
**Swift (BIC CODE):** SCBLUS33XXX  
**Clearing Code:** ABA 026002561 / CHIPS UID 0256  
**Account Number:** 3544034644001

**Beneficiary Bank:** Banco Santander (Brasil) S.A.  
**Swift (BIC CODE):** BSCHBRSP  
**BANK:** Santander (Brasil) S.A.  
**ADDRESS:** Rua Antonio Agu, 502 - Centro - Osasco - SP – Brasil  
**ACCOUNT NUMBER:** 13000111-3  
**BANK BRANCH:** 4545

The Licensor acknowledges to be the beneficial owner of the license fee. Timely payment is conditioned upon receipt of the valid confirmation of Brazilian residency of the Licensor issued by the appropriate Tax Authority of Brazil 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 local laws and regulations in accordance to which the Licensee shall provide the Licensor with the relevant tax certificate as soon as is received.

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: [faktery@ceskatelevize.cz](mailto:faktery@ceskatelevize.cz). The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.

3) „Territory“

4) „Licensed Rights“

5) „License Term“

6) „Number of Runs“

7) „Authorized Language“ shall mean Czech; dubbed, voiced-over and/or subtitled and original language simulcast

8) **MATERIALS**

The Licensor shall provide the Licensee upon receipt of the payment of [REDACTED] with the following materials upon the execution of the Agreement:

(i) The digital files in Prores HD 422 video (at Licensee's cost);

The Licensor shall, at its own expense, provide the Licensee with the following materials upon the execution of the Agreement:

(ii) English script and music cue sheet of the Production;

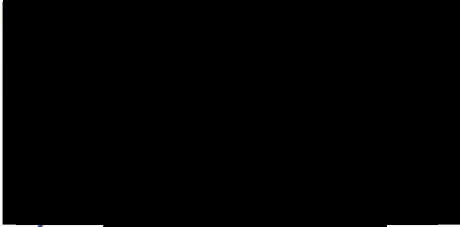
(iv) M&E;

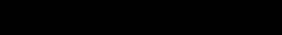
(v) Artworks;

(vi) Clean opening; (collectively referred to as the "Materials").

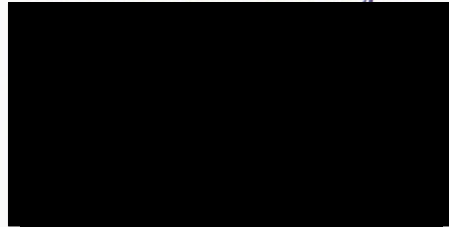
In the event of a conflict between these Basic Terms and Conditions and the Standard Terms and Conditions, the provisions of these Basic Terms and Conditions shall prevail.  
The signatories hereto represent and warrant that they are authorized to sign this Agreement on behalf of the respective named Parties.

**Česká televize**

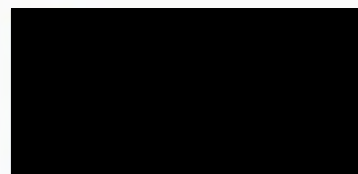


Name:   
Title: Head of Programme Acquisitions  
Place: *PRAGA*  
Date: *11 05 2017*

**SC COMUNICACOES LTDA**




Name: ~~Nelson Akira Sato~~  
Title: CEO  
Place: *Sao Paulo*  
Date: *MARCH 31, 2017*



## STANDARD TERMS AND CONDITIONS

### A. License

- 1) In consideration for the License Fee the Licensor hereby provides the Licensee with  right to broadcast the Series on the Territory during the License Term.
- 2) Except as provided herein, each episode of the Series shall be broadcast in its entirety in a single continuous time period. Subject to the following sentence, Licensee is authorized to make only such minor cuts or deletions as may be necessary to make each episode to conform to applicable laws, government orders and regulations and collective bargaining agreements, to meet reasonable and customary broadcast time segment requirements and to insert reasonable and customary amounts of commercial matter, but in no event shall such insertions, cuts or deletions detract from the artistic or pictorial quality of the Series or interfere with its continuity.
- 3) The Licensee shall have the non-exclusive right at its own expense to use short excerpts of the Series not exceeding 3 minutes in order to advertise, publicize or promote broadcasting of the Series and/or Licensee's broadcasting by any media subject to no further consideration. Further the Licensee is authorized to include crawling messages during the broadcast of the Series.
- 4) The Licensee shall further be entitled to publicize promotion and information materials provided by the Licensor for the purposes of promoting broadcasting of the Series subject to no further consideration.
- 5) The Licensee shall be authorized to include sponsorship messages before or after the Series in conformity with the laws of the Territory.
- 6) The Licensee is specifically permitted to dub the Series into Czech or to provide Czech voice over or subtitling at the discretion of the Licensee. The Czech language tracks shall remain the property of the Licensee, and the copyright of the Czech language tracks shall reside with the Licensee. Licensor will receive Czech Version , free of charge for their use and records upon request, against payment of technical costs and royalties.
- 7) The Licensee may at its discretion use an existing Czech language version, if available and acceptable. The Licensor shall inform the Licensee of any existing Czech language versions of the Series created under other license agreement(s) and shall use its best effort to grant to the Licensee a license to use the Czech language version and an access to materials containing the Czech language version selected by the Licensee. To avoid any doubts, it is hereby stipulated that a free access granted by relevant access letter includes a license to use the appropriate Czech language version and an access to relevant materials unless the access letter expressly states otherwise. If the access is not free, the terms and conditions shall be negotiated in a separate agreement between the Licensee and the holder of rights to such Czech language version.
- 8) The Licensee shall not be obliged to exploit rights granted hereby.

## **B. Materials and delivery**

- 1) Materials to be delivered –as specified in Basic Terms and Conditions. Further the Licensor will timely supply the Licensee with scripts in English / Portuguese language, publicity materials and music cue sheets for the Series free of charge. Music cue sheets shall include information about each musical composition – its title, name of the author of the music and lyrics, identification of the publisher and exact footage of each musical composition.
- 2) The Licensee undertakes to carry out a technical check within 30 days after the delivery. Materials supplied by the Licensor shall be in first class condition and shall correspond to the technical standard required by the Licensee. In case the Materials are not physically suitable for broadcast and the Licensee has notified the Licensor within 30 day period and has provided a technical report specifying in detail the technical defect which renders the Materials technically unusable for broadcast then the Licensor shall cause the defect to be corrected and shall provide the Licensee with such replacement materials within 14 days since the delivery of the notification of the unsuitability. Failing such replacement, contracting parties may mutually agree on a substitute program to be furnished to the Licensee. Otherwise the total License Fee payable shall be reduced by an amount corresponding to the license fee due in respect of episodes so rejected; Licensee's right to terminate this Agreement pursuant to Section E shall not be affected. The cost of replacement materials, freight included will be paid by Licensor.

## **C. Warranties of the Licensor**

- 1) The Licensor hereby declares and warrants that it has the right to license the Series on the terms provided in this Agreement and that it has not entered into and shall not enter into any arrangement or understanding or do any act which might in any way restrict or impair the free and unrestricted exercise of them by the Licensee or which conflicts with Licensor's obligations under this Agreement.
- 2) The Licensor hereby declares and warrants that all rights in the music or musical composition contained in the Series hereby licensed are either in the public domain in the Territory, or controlled by the Licensor sufficient to allow the Licensee to exploit them without additional payment, or available by license from a music performing rights society in the Territory, in which case the Licensee will be responsible for obtaining a license at its own expense provided that Licensor has delivered to Licensee full and complete music cue sheet containing all relevant information as requested by such music performing rights society.
- 3) The Licensor further declares and warrants that neither the Series nor the exercise of any licensed right does or will during the applicable license period defame, or hold in a false light, or infringe any privacy or publicity or other personal right of any person, or infringe any copyright, trademark, trade secret, right of ideas, or similar property right of any person.
- 4) The Licensor hereby agrees to indemnify and keep the Licensee and its respective officers, directors, employees, agents and representatives indemnified from and against all claims, damages, demands, liabilities, injuries, judgments, losses, costs and expenses, including reasonable legal fees, suffered or incurred by the Licensee pursuant to a claim by a third party arising out of Licensor's breach of the warranty set out in this Section C.

#### **D. Restrictions and obligations of the Licensee**

- 1) The Licensee shall not distribute or exhibit the Series or any part thereof after the expiration of its License Term.
- 2) The Licensee shall as far as reasonably possible protect the Series from all forms of unauthorized copying and piracy.
- 3) For the avoidance of doubt, nothing in this Agreement shall limit the Licensee in any way in the exercise of its right to its broadcast pursuant to relevant provisions of the act number 121/2000 Coll., the Copyright Act.

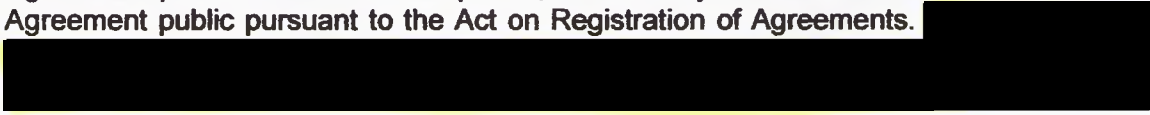
#### **E. Termination**

- 1) The Licensor shall be entitled to terminate this Agreement by written notice to the Licensee if the Licensee has failed to make payments as required under this agreement and shall have failed to remedy the same within 30 (thirty) days of receiving a written notice specifying the breach and requiring its remedy.
- 2) The Licensee shall be entitled to terminate this Agreement by written notice to the Licensor if the Licensor fails to provide the Licensee with Materials or substitute materials within deadlines given in section B and/or complete music cue sheets including all requirements pursuant to this Agreement on or before the commencement of the License Term. In case of termination of this Agreement by the Licensee due to the reasons given in this section the Licensor shall refund the already paid License Fee to the Licensee.
- 3) 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.

#### **F. Miscellaneous**

- 1) 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.
- 2) 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.
- 3) **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. After publication of the Agreement pursuant to the Act on Registration of Agreements, 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.



- 4) **Governing law:** This Agreement shall be interpreted in accordance with the laws of the Czech Republic.
- 5) **Jurisdiction:** In relation to any legal action or proceeding arising out of or in connection with this Agreement (the ‘**Proceedings**’), each of the Parties irrevocably submits to the exclusive jurisdiction of the Czech courts and waives any objection to such Proceedings being held before such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum.
- 6) **Entire agreement:** This Agreement constitutes the entire agreement of the Parties. The Parties agree that no representations or promises have been made by the Licensor except those which are expressly set out in this Agreement.
- 7) **No Waiver:** A failure to exercise or delay in exercise of a right or remedy provided by this Agreement or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law shall prevent the further exercise of any right or remedy or the exercise of another right or remedy.
- 8) **Severability:** Should any of the provisions of this Agreement be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which this Agreement is intended to be effective, then, to the extent and within the jurisdiction in which such provision is illegal, invalid or unenforceable, it shall be severed and deleted herefrom and the remaining provisions herein shall survive, remain in full force and effect and continue to be binding and shall not be affected, except insofar as may be necessary to adhere to the sense of this Agreement and shall be interpreted so as to



give effect to the intention of the Parties to the greatest possible extent. For the avoidance of doubt, the Parties expressly exclude the application of section 576 of Act number 89/2012 of the Czech Collection of Laws (the "Civil Code").

9) The Parties agree as follows:

- a. This Agreement may not be altered or modified except by means of a written document signed by both Parties.
- b. No customs or maintained business practice of either Party shall be decisive in opposition to the provisions of this Agreement and/or legal provisions. Section 558, subsection 2, of the Civil Code shall not apply.
- c. The Parties accept the risk of the change of circumstances provided each Party shall bear such risk at its own liability; Section 1766 of the Civil Code shall not apply.
- d. The expiration of any additional remedy period granted in the event of a breach of an obligation by either Party shall not cause an automatic withdrawal from this Agreement.
- e. Acceptance of a proposal with amendment or modification by the other contracting Party is excluded once the proposal of this Agreement or its amendment has been signed by one contracting Party and has been submitted to the other Party for its signature.
- f. Should an expression used in this Agreement allow for a different interpretation, it shall not be interpreted to the disadvantage of the Party that used such expression in the first instance.

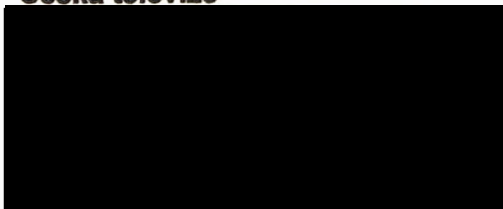
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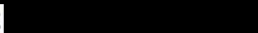
10) **Survival:** All of the representations, warranties and indemnities made and the confidentiality provisions stipulated herein shall survive the expiry and/or termination of this Agreement and shall remain in full force and effect *ad infinitum*.

11) **Relationship of the Parties:** Nothing contained in this Agreement shall be deemed to constitute a partnership or joint-venture between the Parties or that one Party is the agent or employee of the other for any purpose whatsoever.

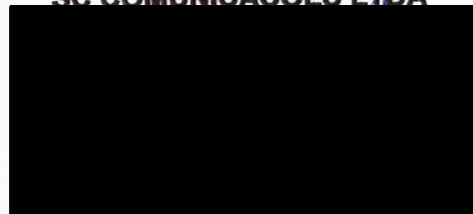
12) **Notices:** All communications between the Parties with respect to any of the provisions of this Agreement shall be sent to the addresses set out at the head of this Agreement, or to such other addresses as may be notified by the Parties, by hand delivery or pre-paid registered post or recorded delivery courier.

Česká televize



Name:   
Title: Head of Programme Acquisitions  
Place: PLHA  
Date: 18-05-2017

SC COMUNICACOES LTDA



Name: Nelson Akira Sato  
Title: CEO  
Place: São Paulo  
Date: March 31, 2017