

DEAL MEMO

No: 14025

Sales contact: Zoe Allen

This Deal Memo is made on 10 August 2016 between:

Beyond Entertainment Limited
78 Merrion Square South
Dublin D2
Ireland

VAT IE6409342K
(hereinafter called the "Licensor")

AND Ceska Televize
Kavci hory
Prague 4 140 70
Czech Republic

VAT CZ00027383
(hereinafter called the "Licensee")

Whereby in consideration of the payments by Licensee of the Licence Fee and the charges herein provided by the Licensee, the Licensor grants to the Licensee a licence to use the Title during the Licence Period and in the Territory and upon the terms and conditions set forth in Schedule "A" to this Agreement and in the following Particulars:

Item: I Title(s)

Title:	[REDACTED]
Owner:	Beyond Properties Pty Ltd
Running Time:	26 x 30min
Episodes:	26
Total Hours:	13
Amount:	[REDACTED]
Title:	[REDACTED]
Owner:	Beyond Properties Pty Ltd
Running Time:	26 x 30min
Episodes:	26
Total Hours:	13
Amount:	[REDACTED]
Title:	[REDACTED]
Owner:	Beyond Properties Pty Ltd
Running Time:	26 x 30min
Episodes:	26
Total Hours:	13
Amount:	[REDACTED]
Title:	[REDACTED]
Owner:	Beyond Properties Pty Ltd
Running Time:	26 x 30min
Episodes:	26
Total Hours:	13
Amount:	[REDACTED]

Licensee Contact

Licensee Invoice Administrator Email: Faktury@czech-tv.cz

Item: 2 Rights

Title: Titles: [REDACTED]

Non-exclusive

Licence Period: [REDACTED]

Media:

Languages: Czech

Territory: Czech Republic

Title: Titles: [REDACTED]

Non-exclusive

Licence Period: [REDACTED]

Media:

Languages: Czech

Territory: Czech Republic

Title: Titles: [REDACTED]

Non-exclusive

Licence Period: [REDACTED]

Media:

Languages: Czech

Territory: Czech Republic

Title: Titles: [REDACTED]

Non-exclusive

Licence Period: [REDACTED]

Media:

Languages: Czech

Territory: Czech Republic

Number of Runs:

[REDACTED]

Return of materials: Not Applicable

Versioning: Not Permitted

Renewal: To be negotiated

Item: 3 Licence Fee

The Licence Fee is 36,400.00 EUR, to be paid in full as follows:

Payment Terms

100% due 30 Days after signature of contract, but no later than 30 August 2016 36,400.00 EUR

Payment shall be by Transfer, directly to an account to be advised

Invoice Address Details: as above

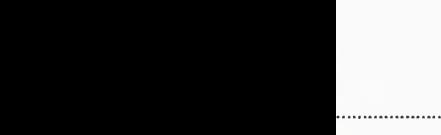
	Withholding Tax Form:	Required
	Certificate of Residency	Required
Item: 4	Program Materials	Not Applicable
Item: 5	Despatch Details	Not Applicable
Item: 6	Shipping Costs	Not Applicable
Item: 7	Special Conditions	<p>i) Authorised Transmitter(s): CT2 and CT:D</p> <p>ii) [REDACTED]</p> <p>iii) Licensor will be granted access to the Czech version upon payment of [REDACTED]. Royalties for the broadcast of the Czech version outside of this agreement shall be paid to those involved with the production of it in accordance with the Czech Author's Law.</p> <p>iv) For clarity Free TV will be defined as Analogue and Digital Free TV (including terrestrial, cable and satellite)</p> <p>v) 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: (a) that came to the other Party's attention independently of the other contracting Party; (b) 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); (c) 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 (d) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality. Should this Agreement be or become 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") (for example, due to the execution of an amendment), 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. 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. In the event of a breach of the confidentiality duty by either Party and/or in the case of the Licensor's failure to refrain from making the Agreement public as stipulated in this provision, the entitled contracting Party shall be authorized to claim a contractual penalty in the amount of 5.000 EUR without prejudice to the right for compensation of damage in full.</p>

Item: 8 Superseding Formal Agreement

It is intended that this Deal Memo shall be superseded by a long form agreement incorporating the Deal Terms hereof together with the Licensor's Standard Terms and Conditions (with any amendments which may be agreed). Unless and until such agreement is signed, this Deal Memo will constitute a binding contract between the parties.

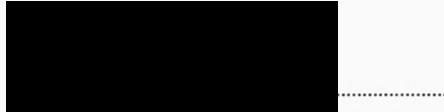
In witness whereof the parties have executed this agreement as of the day and year above written.

Licensor



Authorised Signatory
Beyond Entertainment Limited
VAT IE6409342K
Date: 18/08/16

Licensee



Authorised Signatory
Ceska Televize
VAT CZ00027383
Date: 19/08/2016

LICENCE AGREEMENT

No: 14025

This Licence Agreement is made on 11 August 2016 between:

Beyond Entertainment Limited
78 Merrion Square South
Dublin D2
Ireland
VAT IE6409342K
(hereinafter called the "Licensor")

AND Ceska Televize
Kavci hory
Prague 4 140 70
Czech Republic
VAT CZ00027383
(hereinafter called the "Licensee")

Whereby in consideration of the payments by Licensee of the Licence Fee and the charges herein provided by the Licensee, the Licensor grants to the Licensee a licence to use the Title during the Licence Period and in the Territory and upon the terms and conditions set forth in Schedule "A" to this Agreement and in the following Particulars:

Item: 1 Title(s)

Title:	
Owner:	Beyond Properties Pty Ltd
Running Time:	26 x 30min
Episodes:	26
Total Hours:	13
Amount :	
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Title:	
Owner:	Beyond Properties Pty Ltd
Running Time:	26 x 30min
Episodes:	26
Total Hours:	13
Amount :	

Licensee Contact

Email: faktury@czech-tv.cz

Licensee Invoice

Item: 2 Rights

INITIAL: 
LICENSOR

INITIAL: 
LICENSEE

Title: Titles: [REDACTED]

Non-exclusive

Licence Period: [REDACTED]

Media:

Languages: Czech

Territory: Czech Republic

Title: Titles: [REDACTED]

Non-exclusive

Licence Period: [REDACTED]

Media:

Languages: Czech

Territory: Czech Republic

Title: Titles: [REDACTED]

Non-exclusive

Licence Period: [REDACTED]

Media:

Languages: Czech

Territory: Czech Republic

Title: Titles: [REDACTED]

Non-exclusive

Licence Period: [REDACTED]

Media:

Languages: Czech

Territory: Czech Republic

Number of Runs:

Return of materials:

Not Applicable

Versioning:

Not Permitted

Renewal:

To be negotiated

Item: 3 Licence Fee

Licence Fee: 36,400.00 EUR

Instalments:

I 100% due 30 Days after signature of contract, but no later than
30 August 2016

36,400.00 EUR

Invoice Address Details: as above

Withholding Tax Form: Required

Certificate of Residency: Required

Item: 4 Program Materials

INITIAL: [REDACTED]
LICENSOR

INITIAL: [REDACTED]
LICENSEE

Materials not required

Item: 5	Despatch Details	Not Applicable
Item: 6	Shipping Costs	Not Applicable
Item: 7	Special Conditions	<p>i) Authorised Transmitter(s): CT2 and CT:D</p> <p>ii) [REDACTED]</p> <p>iii) Licensor will be granted access to the Czech version upon payment of [REDACTED]. Royalties for the broadcast of the Czech version outside of this agreement shall be paid to those involved with the production of it in accordance with the Czech Author's Law.</p> <p>iv) For clarity Free TV will be defined as Analogue and Digital Free TV (including terrestrial, cable and satellite)</p> <p>v) 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: (a) that came to the other Party's attention independently of the other contracting Party; (b) 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); (c) 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 (d) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality. Should this Agreement be or become 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") (for example, due to the execution of an amendment), 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. 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.</p>

INITIAL: [REDACTED]
LICENSOR

INITIAL: [REDACTED]
LICENSEE

In the event of a breach of the confidentiality duty by either Party and/or in the case of the Licensor's failure to refrain from making the Agreement public as stipulated in this provision, the entitled contracting Party shall be authorized to claim a contractual penalty in the amount of 5.000 EUR without prejudice to the right for compensation of damage in full.

In witness whereof the parties have executed this agreement as of the day and year above written.

Licensor

[REDACTED]
.....
Authorised Signatory
Beyond Entertainment Limited
VAT IE6409342K

Date: 29/08/16

Licensee

[REDACTED]
.....
Authorised Signatory
Ceska Televize
VAT CZ00027383

Date: 19/08/2016

INITIAL: [REDACTED]
LICENSOR

INITIAL: [REDACTED]
LICENSEE