

Confidential

First Amendment to the Free Television License Agreement

Deal Reference: O-CZ-006153-F

This amendment agreement (“**Amendment 1**”) is dated January 8, 2024 and made between:

- (1) **THE WALT DISNEY COMPANY LIMITED** of 3 Queen Caroline Street, Hammersmith, London, W6 9PE, England (“**WDC**” or “**Licensor**”);

and

- (2) **ČESKÁ TELEVIZE** of 140 70 Praha 4 (Czech Republic), Kavci hory (“**Licensee**”).

Background

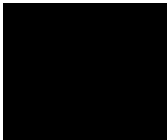
The Licensor and Licensee entered into the Free Television License Agreement dated 09 February 2023, pursuant to which Licensor granted Licensee a limited license to broadcast the Pictures, summarised as the “**Academy Awards 2023 and 2024**” on the Licensed Service (“**Agreement**”).

Amendments to the Agreement

- 1. In consideration for the mutual rights and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement in accordance with the following:
 - 1.1. The parties agree and acknowledge that the terms of this Amendment 1 shall take effect from 10 February 2024 (the “**Effective Date**”).
 - 1.2. **License Period:** The License Period of the Pictures entitled [REDACTED] previously TBC, are hereby confirmed and shall commence on 10 March 2024 and expire on 03 April 2024.
 - 1.3. **Payment Terms:** [REDACTED]
 - 1.4. **Exhibit A:** Pursuant to the revisions in paragraphs 1.2 above, Exhibit A of the Agreement is hereby deleted in its entirety and replaced with a new Exhibit A attached hereto at Annex 1 and incorporated herein by this reference.

Representations and warranties

- 2. The Licensee makes the representations and warranties set out in paragraph 13 (Warranties, Representations and Undertakings by Licensee) of the Standard Terms and Conditions of the Agreement on the Effective Date, in each case by reference to the facts and circumstances then existing.



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Miscellaneous

3. **Confidentiality:** In accordance with paragraph 22.1.1 of the Standard Terms and Conditions of the Agreement, the parties acknowledge that certain terms and conditions of this Agreement shall be disclosed pursuant to the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the “Act on Registration of Agreements”) as mandated by and in a manner specifically prescribed for in the Act on Registration of Agreements. In order for Licensee to comply with the Act on Registration of Agreements, WDC shall provide Licensee with a Redacted Version of Amendment 1 sent via email as soon as reasonably practicable once Amendment 1 is signed by both parties in order for such Redacted Version to be disclosed. The “**Redacted Version**” shall be a copy of this Amendment 1 with the following provisions redacted (i.e. blacked-out):
 - 3.1. The Pictures listed in paragraph 1.2 (License Period) of this Amendment 1;
 - 3.2. Paragraph 1.3 (Payment Terms) of this Amendment 1; and
 - 3.3. Exhibit A in its entirety.
4. Save as expressly provided herein:
 - 4.1. the rules of interpretation of the Agreement shall apply to this Amendment 1;
 - 4.2. all defined terms used in this Amendment 1 shall have the same meaning as given to such defined terms in the Agreement unless otherwise defined herein; and
 - 4.3. paragraph and schedule references are to paragraphs and schedules in the Agreement, unless otherwise stated.
5. Annex 1 to this Amendment 1 forms part of this Amendment 1 and any reference to this Amendment 1 includes Annex 1.
6. Save for those terms and conditions expressly modified herein, all other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. In case of any discrepancy between the contents of this Amendment 1 and the provisions of the Agreement, the contents of this Amendment 1 shall prevail.
7. The provisions of paragraphs 22 (Confidentiality), 23.1 (Notices), 23.5 (Third Party Rights), 23.8 (Conflicting Law or Regulation), 23.9 (Variation) and 25.12 (No Waiver) of the Standard Terms and Conditions of the Agreement shall apply to this Amendment 1 as if set out in full and so that references in those provisions to "this agreement" shall be construed as references to this Amendment 1 and references to "party" or "parties" shall be construed as references to parties to this Amendment 1.
8. The parties may sign this Amendment 1 electronically. The parties agree that the person using electronic signature is authorised to bind that party to all terms and conditions of this Amendment 1 and that their electronic signature is the legal equivalent of their physical written signature. The parties also agree that no certification authority or other third party verification is necessary to validate their electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of their electronic signature or any resulting contract between them. The parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Amendment 1, each waives the right to raise any defence



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based on its execution by electronic means or the delivery of such executed counterparts by electronic delivery, as applicable.

9. This Amendment 1 may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute one agreement.

Governing Law and Jurisdiction

10. Governing Law and Jurisdiction.

10.1. This Amendment 1 and all matters arising from or connected with it is governed by and construed in accordance with the laws of England and Wales.

10.2. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising from or connected with this Amendment 1 (a "**Dispute**") including a dispute regarding the existence, validity or termination of this Amendment 1 or the consequences of its nullity.

10.3. The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

10.4. The parties agree that the documents which start any proceedings relating to a Dispute ("**Proceedings**") and any other documents required to be served in relation to those Proceedings may be served in accordance with paragraph 23.1 (Notices) of the Standard Terms and Conditions of the Agreement. These documents may, however, be served in any other manner allowed by law.

IN WITNESS WHEREOF the parties hereto have executed this Amendment 1 on the day and year first written above.

THE WALT DISNEY COMPANY LIMITED

By: _____

Name: _____

Title: Assistant Regional Counsel

Date: January 8, 2024

ČESKÁ TELEVIZE
By: _____
Name: _____

Title: Head of Programme Acquisitions

Date: 02 -01- 2024

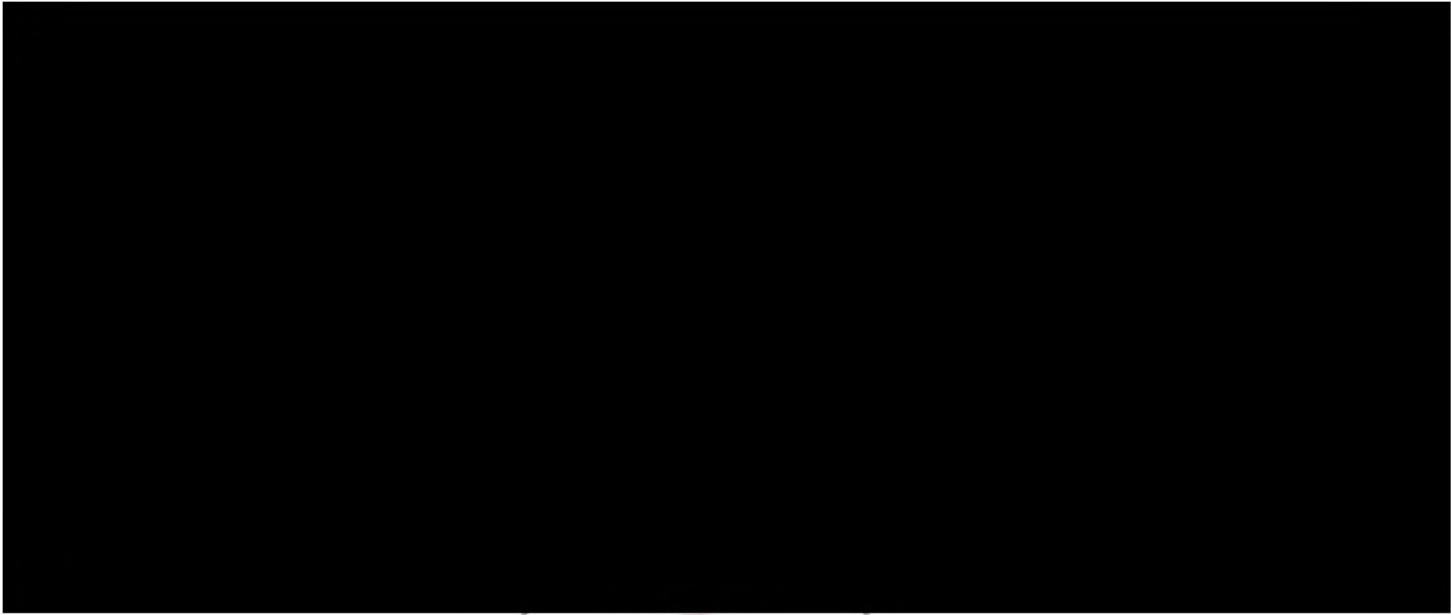


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Annex 1

EXHIBIT A



End of Exhibit A



Certificate Of Completion

Envelope Id: 6C615DA11FF8448DA1349E730640BF93

Status: Completed

Subject: Complete with DocuSign: Ceska Televize AA 2023-24 Amd1 PE

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

500 S Buena Vista St

AutoNav: Enabled

Burbank, CA 91521

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 193.9.4.9

Record Tracking

Status: Original

Holder: [Redacted]

Location: DocuSign

1/8/2024 7:45:14 AM

Signer Events

Signature

Timestamp

[Redacted]

Completed

Sent: 1/8/2024 7:46:53 AM

Disney Corporate Legal

Security Level: Email, Account Authentication (None), Login with SSO

Using IP Address: 82.32.65.158

Viewed: 1/8/2024 8:27:49 AM

Signed: 1/8/2024 8:27:59 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

[Redacted]

[Redacted]

Sent: 1/8/2024 8:28:00 AM

Assistant Regional Counsel

Disney Corporate Legal

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 193.9.4.11

Viewed: 1/8/2024 9:41:25 AM

Signed: 1/8/2024 9:41:30 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

[Redacted]

COPIED

Sent: 1/8/2024 9:41:31 AM

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

[Redacted]

COPIED

Sent: 1/8/2024 9:41:31 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/8/2024 9:41:25 AM
Signing Complete	Security Checked	1/8/2024 9:41:30 AM
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Payment Events	Status	Timestamps
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