

Česká televize

Company ID number: 00027383

and

BANIJAY RIGHTS LIMITED

Company ID number: 06857521

Programmes Licence Agreement

number 113966

Subject matter of the agreement:

Price or value:

Date of execution:

Programmes licence acquisition

[42000,00...] Eur



LICENCE AGREEMENT

Contract #113966

Between

BANIJAY RIGHTS LIMITED

and

CESKA TELEVIZE PUBLIC COMPANY



Section 1

BANIJAY	<p>BANIJAY RIGHTS LIMITED registered in England and Wales (Company No. 06857521) with its registered office at: Shepherds Building Central Charecroft Way London W14 0EE UNITED KINGDOM</p> <p>Contact: [REDACTED] Email: [REDACTED]</p>
LICENSEE	<p>CESKA TELEVIZE Public Company established by the Czech Television Act No 483/1991 Coll., VAT No. CZ00027383 With its principal office at Kavčí Hory Prague 4 - 140 70 CZECH REPUBLIC</p> <p>Contact: [REDACTED] Phone: +420 261137315 Email: [REDACTED]</p> <p>(Executed contracts to be sent to the Licensee at the above address)</p>
TITLE	[REDACTED]
LICENSED CHANNELS	[REDACTED]
	Rights are only licensed to the Licensee for the specified Licensed Channels.
LICENCE FEE	[REDACTED]
	Total License Fee: Forty Two Thousand Euros (€EUR42,000.00)
CURRENCY	Euro (EUR)
PAYMENT SCHEDULE	<p><u>Licence Fee Payments:</u></p> <p>[REDACTED]</p>
TERRITORY	Czech Republic
TERM	[REDACTED] or the date of the last Run if the last Run occurs before the expiry date.
RIGHTS GRANTED	[REDACTED]
	The Rights listed here are defined in Section 2
EXCLUSIVITY	[REDACTED]
HOLDBACKS	No holdbacks granted.
PROMOTIONAL EXCERPTS	The Rights include the right to use excerpts of the Title(s) of up to three (3) minutes in length for the purpose of publicity and promotion of the Title in accordance with this Agreement in any media in the Territory. For the avoidance of doubt, the Licensee is not permitted to receive a fee or revenue or any other consideration for the exploitation of any Promotional Excerpts.
RUNS	[REDACTED]

LANGUAGE	<p>Original Language: English</p> <p>Original language version is licensed dubbed and/or subtitled in Czech language only.</p> <p>Rights are only licensed in the languages and versions specified. If rights in the original language version are granted only as dubbed or subtitled, then the original language version may not be licensed as an original language version undubbed or subtitled.</p> <p>The language version to be used by the Licensee will be created by Licensee.</p>
INVOICES TO LICENSEE	<p>Ceska Televize Kavci Hory 140 70 Praha 4 CZECH REPUBLIC</p> <p>Contact: [REDACTED] Phone: +420 261137315 Email: [REDACTED]</p> <p>It is hereby agreed that should Banijay choose to deliver invoices by means of electronic mail, Banijay shall be obliged to send PDF format invoices using its e-mail address to the e-mail address of the Licensee faktury@ceskatelevize.cz. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.</p> <p>Licensee's VAT number: CZ00027383 Banijay's VAT number: 339 2146 02</p>
DIGITAL RIGHTS MANAGEMENT	<p>The Licensee shall establish and maintain, throughout the Term, a system of digital rights management of the highest industry standard that will prevent the unauthorised exploitation of the Title by the Licensee or any third party. The Licensee shall ensure that all exploitation of the Rights granted to it hereunder is geo-blocked to the Territory.</p>
GOVERNING LAW	<p>The laws in force in England and Wales.</p>

SPECIAL CONDITIONS

1. Sections Prevail

The Sections form part of this Agreement and in the event of any inconsistency between Section 1, Section 2 and the Standard Terms, the document will take the following order of precedence to the extent of the inconsistency: Section 1, Section 2 and the Standard Terms.

2. Changes to the Standard Terms

Clause 4.4 of the Standard Terms is deleted and replaced as follows:

The Licensee will notify Banijay within twenty (20) Business Days of delivery of any defects in the Delivery Materials. If no defects in the Delivery Materials are notified to Banijay within twenty (20) Business Days of the delivery, the Delivery Materials will be deemed to have been accepted by the Licensee. Upon receiving the notice Banijay will promptly replace any defective Delivery Materials. Costs of inspection of Delivery Materials will be met by the Licensee. After delivery is accepted the Licensee will not have any grounds to return the Delivery Materials including but not limited to on the basis of any defects, in relation to the content or any circumstances surrounding the actors/locations or scenes within the Title(s).

Clause 2.5 of the Standard Terms is deleted and replaced as follows:

Banijay may have unlimited access to any foreign language versions and dubs or audio elements of the Titles made by the Licensee pursuant to this Agreement, following the one-off prior payment, by Banijay to the Licensee, of a sum equal [REDACTED] (evidence to be provided to Banijay upon request) incurred by the Licensee in creation of the same. The Licensee shall notify Banijay of the laboratory or facility at which the master materials for all foreign language versions and dubs are held. The Licensee shall ensure such versions are fully cleared worldwide in perpetuity for broadcast use at no charge to Banijay and are free from any claims, liens, charges and encumbrances.

DELIVERY MATERIALS AND SHIPPING DETAILS

No delivery of Materials is required by Banijay to the Licensee.

Section 2

RIGHTS DEFINITIONS

“All Standard Television Rights” means the right to disseminate the Title on a linear basis without payment of a fee or subscription (other than governmental taxes) by the end user or viewer whether provided by means of all or any of terrestrial radiation, cable including fibre optic cable, microwave distribution, satellite, narrowcast television or closed circuit television (including by digital technology) and whether or not by any form of unencrypted, unencoded or unscrambled broadcast television signal and intended for reception on Devices and whether by network television services or independent television stations and **excludes** the right to join and register the Title with and collect money from collecting societies, authors’ rights organisations, performing rights societies and governmental agencies whether established now or in the future and whether established for the purpose of collecting and disbursing income from the re-transmission or broadcast of cinematograph films in any part of the Territory or otherwise.

“Device” shall mean any equipment now or hereafter created including televisions, mobile phones and tablets, enabled to receive broadcasts of the Title for the purposes of private viewing only of that Title.

“Video On Demand Rights – Advertising Supported” (“AVOD”) means the right to disseminate [each episode of] the Title by means of an encrypted signal for reception on a Device on a temporary basis, by use of a decoding device at an unscheduled time selected by the viewer where no specific charge is made to the subscriber of the Service for the right to view [each episode of] the Title and where the viewer is also presented with advertising for any goods or services including but not limited to banner and/or pre-roll advertising.

STANDARD TERMS

THIS AGREEMENT is made on the date specified as the execution date.

PARTIES

- 1 **BANIJAY** as described in Section 1 ("**Banijay**")
- 2 **LICENSEE** as described in Section 1 ("**Licensee**")

INTRODUCTION

- A Banijay owns the Rights in the Territory for the Term.
- B The Licensee wishes to acquire the Rights.
- C The parties have agreed that Banijay will grant the Rights to the Licensee on the terms of this Agreement.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise defined herein all capitalised terms shall have the following meanings:

"**Associate**" means in respect of any party its holding company or its subsidiary companies (as defined in sections 256 and 1159 of the Companies Act 2006) and any subsidiary company of that holding company, as at the date of this Agreement.

"**Business Day**" means a weekday on which banks are open for business in the city in which Banijay is located as specified in this Agreement;

"**Change of Control**" the takeover or merger of the Licensee by another entity or any other transaction which results in another entity possessing the beneficial ownership of more than fifty percent (50%) of the issued share capital of a company or directly or indirectly has the power to direct or cause the direction of the management and policies of the Licensee, whether through the ownership of voting rights, shares, by contract or otherwise;

"**Claim**" means any claim, action, proceeding, judgment, liability, any direct loss or cost which is or may be incurred or suffered by or brought or made or recovered against the Licensee / Banijay (as applicable);

"**Delivery Materials**" means those materials described in Section 1;

"**Intellectual Property**" means copyright and related rights, moral rights, trade-marks and service marks, business names and domain names, goodwill and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Licence Fee**" means the sum specified in Section 1 payable to Banijay by the Licensee;

"**Rights**" means the right to exploit the Title during the Term by the means listed as "Rights Licensed" in Section 1 and defined in Section 2 and in the languages specified in Section 1 in a linear form for continuous viewing from beginning to end;

"**Term**" is described in Clause 3 and Section 1;

"**Territory**" is described in Section 1 and means those countries as they are known and with the boundaries known at the date of this Agreement and their respective territories and possessions from time to time.

"**Title**" means, subject to this Agreement, the cinematograph film described in Section 1 and, where the context allows, each episode, each part, all copies of all or any part, and any foreign language version made by the Licensee (if granted herein) in the exercise of the Rights;

"**Withholding Tax**" means any tax that Licensee is obliged to deduct or withhold from the Licence Fee according to the tax rules and regulations applying in the Territory.

- 1.2 Unless the way a word or phrase is used suggests a different meaning:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) references to persons extend to and include natural persons, companies and other entities, references to any one of these extend to and include each of the others;
- (d) references to natural persons extend to and include their personal representatives, successors and permitted assigns;
- (e) references to companies or other entities extend to and include their successors and permitted assigns;
- (f) expressions used in this Agreement that are defined in the copyright legislation in force as part of the Governing Law and not separately defined in this Agreement, have the meanings attributed to them in that legislation;
- (g) derivatives from a defined or interpreted word have a corresponding meaning or interpretation;
- (h) clause headings are included for convenience of reference only and do not affect the construction of this Agreement;
- (i) the Sections form part of this Agreement and, in the event of any inconsistency between the Sections and the balance of the Agreement (including these Standard terms), the Sections prevail to the extent of the inconsistency;
- (j) any obligation on the Licensee not to do something includes an obligation not to allow the same to be done by any other party;
- (k) "including" and similar words are not words of limitation; and
- (l) any reference to a directive, statute, statutory provision, subordinate legislation, code or guideline ("legislation") shall be construed as including a reference to such legislation as the same may from time to time be amended, modified, extended, superseded, replaced, consolidated or re-enacted whether before or after the date of this Agreement, and to all statutory instruments, orders, regulations, instruments or other subordinate legislation for the time being made pursuant to such legislation.

2 LICENCE OF RIGHTS

- 2.1 Banijay grants to the Licensee a licence of the Rights throughout the Territory, in the Language, for the Term on the terms of this Agreement. The Licensee agrees to the timely payment of the Licence Fee and the performance of all its obligations set out in this Agreement. All rights not granted to the Licensee in this Agreement are reserved to Banijay in their entirety.
- 2.2 Banijay does not grant exclusivity or holdback protection against reception in the Territory of a broadcast of the Title originating outside the Territory, by way of unintentional overspill, nor is Banijay responsible for any unauthorised copies of the Title or any trailer that may appear in the Territory.
- 2.3 If the Rights include the right to exploit the Title in languages other than English, the Licensee may make foreign language versions and dubs of the Title in those languages as specified in Section 1 at the Licensee's cost. Any foreign language versions and dubs shall be of first class quality, faithful to the original and shall not interfere with or impair the master materials or the credits, trademarks, trade names, symbols and copyright notice on the Title.
- 2.4 Banijay may have unlimited access at no cost to Banijay to any foreign language versions and dubs of the Title made by the Licensee pursuant to this Agreement and Licensee shall notify Banijay of the laboratory or facility at which the master materials for all foreign language versions and dubs are held. The Licensee shall ensure such versions are fully cleared in perpetuity for worldwide use in all media at no charge to Banijay and are free from any claims, liens, charges and encumbrances.
- 2.5 All foreign language versions and dubs of the Title made by the Licensee (if permitted under this Agreement) shall be owned by the owners of the Rights and may be dealt with by the Licensee only according to this Agreement.
- 2.6 This Agreement is not a trademark licence and does not authorise the use of any trademark, tradename, service mark or symbol related to or included in the Title. This Agreement does not authorise the use of any Intellectual Property contained within the Title save for as expressly authorised in this Agreement. Furthermore, this Agreement does not authorise the use of Banijay's name, logo or reputation other than as part of the Title according to the rights expressly granted in this Agreement. For avoidance of doubt in Clause 2.6, the Licensee is permitted to use the name of the Title in the course of exercising its rights under this Agreement but may not use the name in conjunction with any other activity or merchandise.
- 2.7 Banijay may continue to use portions of the Title for corporate and promotional purposes in the Territory. Additionally, Banijay shall be authorised to use clips from any episode of the Title on any mode of distribution. Banijay may monetise these clips at its discretion.
- 2.8 The Licensee will not at any time either during the Term or after its expiry, directly or indirectly use or seek registration of any trademark, trade name, company or business name which incorporates or includes, or is substantially identical to, or deceptively or confusingly similar to any of the Banijay's trademarks or in relation to any Title granted herein.

3 TERM

This Agreement commences on the date set out in Section 1 of this Agreement and, unless terminated earlier according to this Agreement, continues for the period specified in Section 1.

4 DELIVERY MATERIALS

- 4.1 Banijay shall deliver the Delivery Materials to the Licensee or provide access to the Licensee to the Delivery Materials according to Section 1. Banijay is not

obliged to make delivery if the Licensee is in breach of its obligations under this Agreement including any failure to make any payment due prior to delivery of the Title(s).

- 4.2 The Licensee may use and copy the Delivery Materials according to this Agreement in the course of exercising the Rights. The copyright in the Delivery Materials and any copies made according to this Agreement remains the property of the owner of the Rights and/or Banijay. The Licensee shall not create any lien, charge, pledge, mortgage or other encumbrance over any of the Delivery Materials or copies of the Delivery Materials.
- 4.3 The Delivery Materials will be sent to the Licensee with the costs billed to the Licensee's nominated courier account unless the Delivery Materials are delivered electronically.
- 4.4 The Licensee will notify Banijay within fourteen (14) Business Days of delivery of any defects in the Delivery Materials. If no defects in the Delivery Materials are notified to Banijay within fourteen (14) Business Days of the delivery, the Delivery Materials will be deemed to have been accepted by the Licensee. Upon receiving the notice Banijay will promptly replace any defective Delivery Materials. Costs of inspection of Delivery Materials will be met by the Licensee. After delivery is accepted the Licensee will not have any grounds to return the Delivery Materials including but not limited to on the basis of any defects, in relation to the content or any circumstances surrounding the actors/ locations or scenes within the Title(s).
- 4.5 If Banijay is unable to supply Delivery Materials without defects, Banijay may substitute another programme of comparable quality and entertainment value selected by Banijay with the written (email being sufficient) approval of the Licensee. Any substituted programme will be treated as the Title for the purposes of this Agreement.
- 4.6 If the Licensee does not approve any substituted programme:
- (a) this Agreement will terminate, however, if the Agreement relates to other Titles then the Agreement shall be deemed to be amended accordingly to remove the abandoned title(s) and the remaining licensed Titles shall remain as part of the Agreement;
 - (b) any part of the Licence Fee paid to Banijay in respect of the programme which is not substituted will be refunded to the Licensee; and
 - (c) Clause 10.6 will apply.
- 4.7 Licensee shall store all Delivery Materials safely whether in a physical location or if electronically then stored offline in appropriately secure databases and at all times adhering to Clause 5.10 below. In the event of loss, theft or destruction of or damage to the any of the Delivery Materials, the Licensee shall notify Banijay within forty-eight (48) hours after discovery of the loss, theft, destruction or damage.
- 4.8 The Licensee shall pay to Banijay promptly on demand the cost of replacement of any lost, stolen, destroyed or damaged master or trailer.
- 4.9 Masters and other Delivery Materials shall be erased or destroyed upon the termination of this Agreement or expiry of the Term in accordance with Clause 10.6.

5 EXERCISE OF THE RIGHTS

- 5.1 The Licensee may promote, advertise and publicise the Title and its broadcasts in the Territory and shall include references to Banijay in so far as those references form part of any credit provisions as notified or provided to the Licensee. The Licensee shall not use the names and/or likenesses of artists, characters, contestants or personalities appearing in or connected with the Title(s)

(other than as may be required for bona-fide advertising of the Title). If materials for advertising are provided by Banijay only these materials shall be used for advertising. If materials for advertising are not provided by Banijay, or the Licensee wishes to create additional materials, the following shall apply:

- a) Licensee shall be permitted to create promotional materials from the materials supplied by Banijay - promotional or broadcast materials - provided that extracts from the broadcast materials are no more than three (3) minutes duration;
- b) The promotional materials must preserve the editorial integrity of the Title, and must not reveal plot lines (if applicable to the content); and
- c) Replacement of any of the soundtrack of the series, in any promotional material, must have the prior approval of Banijay. Such approval will be subject to the Licensee being fully responsible for clearing the replacement music for its exploitation of the same.

For the avoidance of doubt, if a Title is contractually restricted to use of specific promotional materials provided by Banijay, Banijay will advise the Licensee accordingly. Should the Licensee need to edit these particular promotional materials for time segment purposes, prior approval of Banijay will be required.

The Licensee shall not use unauthorised images of the cast or any stills from the Titles without the express written approval of Banijay.

5.2 Provided that Licensee complies with all advertising and promotional restrictions or obligations, including without limitation in respect of Unacceptable Advertising Content at Appendix A and credit and/or use of logo obligations, of which Banijay has notified Licensee and provided further that no such advertising or publicising shall constitute an endorsement of any product or service (including by way of advertising or promotional slots in advertising breaks or in pre-roll or post-rolls), Banijay grants to Licensee the non-exclusive right to use the advertising, promotional and publicity materials provided by Banijay according to this Agreement for the purposes of advertising and publicising the Title in the Territory.

5.3 Any copies of any Delivery Materials made by the Licensee (other than short duration promos) shall adhere in all respects to the billing and credits specified by Banijay. Furthermore, the Licensee agrees not to change or alter the series credits (including with regard to sequence, typestyle, relative size, prominence and content) or any logo furnished by Banijay.

5.4 The Licensee will advise Banijay, within two (2) Business Days of a request by Banijay, of the date of each broadcast of the Title and each episode of the Title, the timeslot for each broadcast and any changes to those dates and times.

5.5 Subject to receipt by the Licensee of music cue sheets, the Licensee has or will obtain any necessary licences from appropriate performing and mechanical rights and other licensing and collection agencies and societies for the public performance of, to reproduce, supply and communicate to the public the musical content of the Title and will make all payments due according to those licences. Without derogating the aforementioned, Banijay warrants that the non-dramatic musical performing right in the music contained in the Title are either:

- (i) controlled by the applicable collective licensing and collection organizations that are authorized to collect royalties in the country of origin of the Title with respect to the musical compositions or sound recordings ("**Collecting Societies**"), on behalf of third parties and that such Collecting Societies have

- (as at the date of this Agreement) affiliated collecting societies operating in the Territory; or
- (ii) in the public domain.

5.6 The Licensee shall provide a copy of the unaltered music cue sheets for the Title as supplied by Banijay to the appropriate performing and mechanical rights agencies and societies in the Territory.

- 5.7 The Licensee has no right to:
- (a) join and register the Title with any collection societies, authors' organisations and similar agencies whether established now or in the future and whether established for the purpose of collecting and disbursing income from the secondary broadcast, re-transmission, broadcast, copying or sale of cinematograph films or blank tapes in the Territory or any part of the Territory or otherwise; or
 - (b) collect income, royalties, fees and levies payable by those collection societies, authors' organisations and similar agencies in respect of the Title; or
 - (c) exercise any rights in the Title or authorise any third party to authorise any rights in the Title other than as expressly set out in this Agreement.

These rights are expressly reserved to Banijay.

5.8 If any fees and royalties from collection societies, authors' rights organisations and similar agencies are paid to the Licensee in respect of the Title, the Licensee shall immediately remit one hundred percent (100%) of these amounts to Banijay.

5.9 Except as set out in this Agreement, the Rights are limited to the exploitation of the Title in its entirety and by means of the Licensee's own facilities. The Licensee may not use the Title for any purpose other than the purposes set out in this Agreement.

5.10 As part of the Licensee's Digital Rights Management System, the Licensee will use the latest and most up-to-date industry standard content protection and geoblocking technologies designed to limit unauthorized exploitation of the Title during the Term. Additionally, the Licensee shall maintain security procedures designed to prevent any theft or unauthorised access, copying, exhibition, transmission or removal from the Licensee's facilities by storing the Titles on closed-network, secure, password-protected servers located in a locked area with controlled-access security that requires security badges for entry and that limits access to authorised persons who require access for legitimate business needs.

5.11 Notwithstanding anything to the contrary in this Agreement, including without limitation the grant of rights or the definition of Territory under this Agreement, the Licensee acknowledges and agrees that some or all of the rights granted herein may be subject to certain restrictions and/or prohibitions under (i) U.S. Trading With The Enemy Act, to the authority of the U.S. Office of Foreign Assets Control and/or governed by the U.S. Department of Commerce anti-export or foreign investment rules and regulations; and/or (ii) the European Union; and/or (iii) the United Nations (together the "Anti-Export Laws and Regulations"). Licensee understands and agrees at all times to comply with the Anti-Export Laws and Regulations and any and all such restrictions and/or prohibitions relating thereto, including but not limited to any restrictions and/or prohibitions associated with licensing into specific territories and /or associated with the licensing of intellectual property rights and/or to the export and re-export of products. The terms of this Agreement and the grant of rights hereunder at all times shall be expressly subject to, governed by and construed in accordance with all such applicable rules, legislation, regulations, prohibitions and restrictions.

- 5.12 The Licensee is not authorised to enter any of the Titles or characters / scenes of the Title (as applicable) in any festivals, screenings, competitions, or for awards consideration without the Banijay's prior written consent.
- 5.13. The Licensee has no right to content claim and/or monetise these content claiming rights on any platform or media outside of the express rights granted herein (for example it shall have no rights to content claim any Titles granted herein on YouTube (or any similar platform existing now or whether invented in the future). The Licensee shall notify Banijay of any infringement on such sites it becomes aware of and Banijay shall deal with this in its sole discretion and in a manner it deems appropriate.
- 6 SUBSTITUTE TITLE**
- 6.1 If at the date of this Agreement the Title is not completed and production is subsequently abandoned or postponed, Banijay will promptly notify the Licensee and Banijay may substitute another programme of comparable quality on the same terms as Clauses 4.5 and 4.6.
- 6.2 If production is postponed, and the Licensee does not approve a substituted programme, the Licensee may terminate the Agreement as per Clause 4.6 or elect not to terminate this Agreement and, in that case, the estimated delivery date for the Title will be extended for the period of the postponement and any consequential delays.
- 6.3 If at the date of this Agreement the Title is not completed and production is curtailed so that the Title does not comprise the same number of episodes, Banijay will promptly notify the Licensee. Banijay may then substitute another programme of comparable quality on the same terms as Clauses 4.5 and 4.6 or the Licensee may elect to treat the curtailed Title as the Title for the purposes of this Agreement.
- 6.4 If the curtailed Title is treated as the Title for the purposes of this Agreement, the Licence Fee will be proportionately reduced.
- 6.5 Banijay shall have the right to withdraw a particular Title in the event that Banijay reasonably determines there is a bona fide rights or other legal issue. The Licensee shall immediately block, or cause to be blocked, the exploitation of the applicable Title(s) on the Licensed Channel. In the event of any such withdrawal, Banijay shall promptly provide Licensee with a substitute title that is of comparable quality. If the Licensee does not agree with the inclusion of the substitute title, then clause 4.6 shall apply.
- 7 LICENCE FEE AND PAYMENTS**
- 7.1 The Licensee shall pay the Licence Fee to Banijay in consideration for the licence granted in Clause 2. Payment shall be made in accordance with the Payment Schedule and by electronic transfer to the account specified by Banijay by invoice and in the Currency specified in Section 1.
- 7.2 The Licence Fee shall be paid according to Section 1 and is payable whether or not all licensed Rights are used. The Licensee shall also pay to Banijay the amount of value added tax ("VAT") that is lawfully imposed upon the Licence Fee or other amount payable by the Licensee under this Agreement (it being acknowledged that where VAT is chargeable, Banijay may charge VAT in GBP (Pound Sterling) at its discretion), subject to receipt from Banijay of a valid VAT invoice.
- 7.3 The Licensee shall meet all bank charges incurred in remitting and sending the Licence Fee.
- 7.4 No deductions (other than Withholding Tax) or other set offs (irrespective of the provisions of any other contract between the parties) may be made from the Licence Fee.
- 7.5 If any Withholding Tax is required to be deducted from the Licence Fee or any other money payable to Banijay according to this Agreement, the Licensee may only deduct those sums actually paid to the government or other fiscal authorities in the Territory. Any Withholding Tax shall be paid in the name of Banijay. The Licensee shall use its best endeavours to minimise (by lawful means only) the amount of any deductions.
- 7.6 If any Withholding Tax is deducted from the Licence Fee, the Licensee shall ensure that Banijay is, within thirty (30) days, provided with the applicable certificate of deduction and shall assist Banijay to utilise the tax credit for any Withholding Tax deducted from the Licence Fee.
- 7.7 The Licensee is responsible for payment of all taxes and other charges in the Territory relating to the exercise of the Rights.
- 7.8 Failure to pay any instalment of the Licence Fee or any cost of Delivery Materials constitutes a breach of this Agreement and shall entitle Banijay to give notice to the Licensee in writing and to terminate this Agreement pursuant to Clause 10 without refund of any part of the Licence Fee paid before the date of termination.
- 7.9 The Licensee shall pay interest on any sum due under this Agreement, calculated as follows:
- 7.9.1 At a rate of five percent (5%) a year above the Bank of England's base rate from time to time, but at five percent (5%) a year for any period when that base rate is zero or below zero percent (0%). Notwithstanding this rate Banijay reserves the right to charge interest as per the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.9.2 Interest shall be charged from when the overdue sum became due, until it is paid
- 8 PROTECTION OF RIGHTS; EDITING**
- 8.1 The Licensee shall notify Banijay forthwith if the Licensee becomes aware of any matter which may or could require enforcement in any jurisdiction in relation to the Rights.
- 8.2 The Licensee shall not commence, conduct or settle any Claim relating to the Rights without the prior written approval of Banijay. Banijay may make, conduct or settle any Claim to protect the Rights. The Licensee will cooperate with Banijay in relation to any Claim made to protect the Rights within the Territory.
- 8.3 The Licensee shall take reasonable steps to protect the Rights including the use of new technology as it becomes available during the Term.
- 8.4 Banijay makes no warranty against piracy of the Rights. The Licensee may not terminate this Agreement or fail to pay any sum due to Banijay as a result of piracy of the Rights.
- 8.5 The Licensee will not take any action or fail to take any action that could prejudice or harm in any manner Banijay's rights in the Title.
- 8.6 The Licensee shall obtain at its expense all censorship, ratings and approvals in the Territory for the Title and comply with those ratings and approvals.
- 8.7 The Licensee may at its expense undertake minor edits of the Title in any manner necessary to comply with time segment or censorship requirements. However, the Licensee may not delete or alter any credit, logo, copyright notice or warning appearing on the Title or edit the Title in any way that results in the context of the Title being changed, is likely to impair the meaning, quality or integrity of the Title or which is defamatory or infringing of the copyright or likely to bring Banijay or the producer(s)

of the Title into disrepute. The Licensee may not replace all or any part of the soundtrack of the Title. The Licensee shall not be entitled to edit the Title for any other reasons.

- 8.8 If the Licensee is unable to obtain censorship approval for the Title, either with or without deletions, Banijay may substitute another programme on the same terms as Clause 4.5 and Clause 4.6 will apply if the parties cannot agree on any substitute programme.
- 8.9 The Licensee may not alter or change the title of the Title without Banijay's prior written approval. If Banijay does approve any alteration in or change to the title of the Title, the Licensee will notify all music performing rights societies and agencies in the Territory of the altered or changed title. Banijay's approval of any alteration or change to the title is subject to a satisfactory title clearance to be obtained at the cost of the Licensee.
- 8.10 No credit, title, trademark, trade name, symbol or copyright notice on the Title, any Delivery Materials, any trailer or other materials may be deleted or altered.
- 8.11 Banijay makes no warranty, assurance or representation concerning censorship and will suffer no liability and have no responsibility if censorship approval or licensing of the Title is not obtained.
- 8.12 The Licensee will not be in breach of this Agreement due to an unintentional overspill of the transmission of the Title in any territory outside the Territory. Banijay shall not be in breach of the Agreement due to an unintentional overspill into the Territory by a licensee of Banijay of the Title.

9 WARRANTIES AND INDEMNITIES

- 9.1 Banijay warrants to the Licensee as at the date of this Agreement and during the Term as follows:
- (a) it has the power to enter this Agreement and perform its obligations pursuant to this Agreement and to grant the Rights to the Licensee;
 - (b) except as required by this Agreement, no payments to any third party will be required to be made by the Licensee to enable it to exercise the Rights according to this Agreement other than in respect of the public performance of the musical works and lyrics reproduced in the Title;
 - (c) it shall comply with all applicable laws, statutes, regulations and codes in force; and
 - (d) it shall comply with all laws relating to anti-bribery and anti-corruption legislation in connection with its obligations hereunder including but not limited to the Bribery Act 2010 and the Foreign Corrupt Practices Act (USA).
- 9.2 The Licensee warrants to Banijay as at the date of this Agreement and during the Term as follows:
- (a) it has the power to enter this Agreement and perform its obligations according to this Agreement;
 - (b) the consent of no other person is required to enable it to enter and perform this Agreement;
 - (c) neither it, nor its key personnel, will do or omit to do anything or cause anything to be done which might damage the reputation of the Title and/or bring Banijay into disrepute by association with the Licensee or its key personnel;
 - (d) it shall comply fully with all applicable laws, legislation, statutes, regulations and codes in force, including, but not limited to, laws and regulations prohibiting discrimination against any person on the basis of race, colour, religion, national origin, age, gender, sexual orientation, or for any disability;
 - (e) it shall comply with all laws, in connection with its obligations hereunder, relating to (i) anti-bribery and anti-corruption legislation, including but not limited to the Bribery Act 2010 and the Foreign Corrupt

Practices Act (USA); (ii) anti-slavery and human trafficking legislation, including but not limited to the Modern Slavery Act 2015; and (iii) data protection legislation, including but not limited to the General Data Protection Regulations 2018;

- (f) neither it, nor its key personnel, nor any parent, subsidiary, affiliate, or associated company of the Licensee, is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List, Denied Parties List, Unverified List, or Entity List (collectively, "**Restricted Party Lists**"), and the Licensee is not owned or controlled by any person on a Restricted Party List, and will not provide the Title(s), directly or indirectly, to any company or individual on the Restricted Party List.

The Licensee expressly agrees that any and all representations and/or warranties of the Licensee contained herein are material for any and all of the purposes hereof.

- 9.3 The Licensee agrees to indemnify and hold Banijay harmless against any and all Claims, actions, liabilities, reasonable and necessary costs, charges and expenses, judgments, fines, penalties, amounts paid in settlement and reasonable lawyers' fees and disbursements (excluding consequential losses) arising directly out of a breach by the Licensee of any representation, undertaking or warranty included in this Agreement. This indemnity shall apply whether or not the Licensee has been negligent or at fault.

- 9.4 Banijay agrees to indemnify and hold the Licensee harmless against any and all Claims, actions, liabilities, reasonable and necessary costs, charges and expenses, judgments, fines, penalties, amounts paid in settlement and reasonable lawyers' fees and disbursements (excluding consequential losses) arising directly out of a breach by Banijay of any representation, undertaking or warranty included in this Agreement provided that Banijay's maximum liability under this Agreement shall not exceed the Licence Fee.

Banijay will not be under any obligation to indemnify and hold the Licensee harmless in the event that:

- (a) the Licensee is in breach of its own representations, undertakings or warranties set out in this Agreement for which it is seeking indemnity;
- (b) the Licensee's losses are a result of any negligence, wrongful act or omission of the Licensee, its employees, agents or associates;
- (c) the Licensee is aware of facts or circumstances that give rise to a claim under the indemnity at the time of entering into this Agreement; or
- (d) the Licensee fails to promptly notify Banijay of any proceedings, litigation claims, complaints or other actions made or threatened.

- 9.5 Agreements, warranties and undertakings contained in this Agreement:

- (a) do not merge on the performance, termination or expiry of this Agreement; and
- (b) are not modified, discharged or prejudiced by reason of any investigation made, or information acquired, by a party.

- 9.6 Banijay is not liable for any breach of any warranty or condition in this Agreement unless prompt written notice of a claim for breach is given by the Licensee to Banijay setting out fully the details of any claim.

10 DEFAULT AND TERMINATION

- 10.1 If either party:

<p>(a) breaches this Agreement and that breach remains unrectified for fourteen (14) Business Days after written notice to rectify the breach;</p> <p>(b) makes any assignment for the benefit of or makes any composition with creditors including a compromise or arrangement as provided by the Governing Law;</p> <p>(c) has an administrator, a liquidator or provisional liquidator or a receiver or a receiver and manager appointed to it;</p> <p>(d) has an application (other than a frivolous or vexatious application) or an order made for its winding up or dissolution or a resolution passed for its winding up or dissolution other than for the purposes of a reconstruction or amalgamation on terms approved by the other party;</p> <p>(e) ceases or threatens to cease to carry on its business or stops payment of its debts generally;</p> <p>(f) is unable to pay its debts as and when they fall due, or is deemed unable to pay its debts under any applicable legislation (other than because of a failure to pay a debt or Claim that is the subject of a good faith dispute); or</p> <p>(g) enters into voluntary administration.</p>	<p>10.7</p> <p>10.8</p> <p>10.9</p> <p>10.10</p> <p>10.11</p>	<p>Failure of a party to enforce at any time any term of this Agreement or the granting of any time or other indulgence does not constitute a waiver of that term or of the right of that party to enforce that or any other term.</p> <p>Banijay is not liable for any failure, misfeasance, malfeasance or nonfeasance of any third party or for any causes not within its reasonable control or for any action, omission or delay not directly due to the negligence or default of Banijay or its authorised employees. In any of those events Banijay is discharged from liability and Licensee waives any and all Claims arising from those events.</p> <p>Notwithstanding anything in this Agreement to the contrary, Banijay is not liable for lost profits, loss of goodwill, loss of business opportunity, loss of anticipated savings or consequential damages of any kind to any party including any third parties, whether or not it is advised of the possibility of those damages and whether or not any or all of those damages are attributable to Banijay's acts or omissions.</p> <p>Nothing in this Agreement is intended to exclude or limit either party's liability (a) for death or personal injury caused by its negligence or wilful misconduct; or (b) for any other matter to the extent it would be unlawful to exclude or limit liability.</p> <p>This Agreement will terminate if the Licensed Channel ceases to broadcast for a continuous period of thirty (30) days or more. For the avoidance of doubt, such termination will be without prejudice to Banijay's right to receive the Licence Fee for the Title in full.</p>
<p>The non-defaulting party may terminate this Agreement forthwith on written notice to the defaulting party.</p>		
<p>10.2</p>	<p>10.2</p>	<p>Banijay may terminate the Agreement on a Change of Control of the Licensee where the Licensee has not provided to Banijay prior notification and received approval from Banijay, it being acknowledged that such approval may only be given where that Change of Control is not to an entity subject to, or within a country the subject of, any international trade sanctions or persons the subject of any financial or other regulatory compliance concerns or to a competitor of Banijay.</p>
<p>10.3</p>	<p>10.3</p>	<p>On receipt of a termination notice, or expiration of the Term:</p> <p>(a) this Agreement terminates;</p> <p>(b) the Licensee immediately ceases to have the Rights granted to it in this Agreement; and</p> <p>(c) If Banijay has terminated this Agreement then without prejudice to any other rights Banijay may have against the Licensee hereunder, Banijay shall have no obligation to refund any amounts paid to it by Licensee and may retain those amounts by way of partial liquidated damages due to the difficulty or impracticability of measuring damage to Banijay in those circumstances and the Licensee shall immediately pay Banijay the balance, if any, of the Licence Fee.</p>
<p>10.4</p>	<p>10.4</p>	<p>Notwithstanding any termination according to Clause 10.1 or on expiration of the Term, the terms of Clauses 9, 10.5, 10.6, 10.7, 10.8, 10.9 and 12 continue to bind the parties and all provisions of this Agreement which can reasonably be inferred as continuing shall continue in full force and effect.</p>
<p>10.5</p>	<p>10.5</p>	<p>The right to terminate this Agreement provided in this Agreement does not derogate from the respective rights of the parties to seek any other remedies in respect of any breach of this Agreement.</p>
<p>10.6</p>	<p>10.6</p>	<p>On termination of this Agreement or on expiration of the Term, the Licensee shall at its cost, erase or destroy all masters and copies of the masters of the Title and all other materials delivered to it by Banijay that are in the Licensee's possession, custody or control, unless Banijay directs otherwise in writing. Upon request, the Licensee will promptly provide Banijay with a written declaration or other evidence confirming to Banijay's reasonable satisfaction that the Licensee has complied with the requirements of this Clause.</p>
<p>11 RELATIONSHIP OF PARTIES</p> <p>This Agreement shall not constitute a partnership, joint venture or association of any kind between the parties or render a party liable for the debts, obligations or liabilities of the other party. A party does not have authority to incur debts or other obligations or liabilities for or on behalf of any other party.</p>		
<p>12 CONFIDENTIALITY</p> <p>12.1 Subject to Clause 12.2 each party shall:</p> <p>(a) maintain in confidence, before and after the duration of this Agreement, the terms of this Agreement and all confidential business information relating to the Title and the business the other party, however that information is obtained; and</p> <p>(b) take all reasonable precautions to ensure that their respective directors, officers, employees, agents, contractors, sub-contractors, sub-licensees, solicitors and other advisers maintain the same confidentiality.</p>		
<p>12.2 Clause 12.1 does not restrain disclosure:</p> <p>(a) in any manner required by law (including any governmental authorities) or any Stock Exchange or for the purposes of prosecuting or defending any Claim;</p> <p>(b) in confidence to a party's professional advisers for the purpose of obtaining advice or in relation to their work with respect to that party; or</p> <p>(c) of any information that is in or enters the public domain other than through breach of this Agreement.</p>		
<p>13 NOTICES</p> <p>Any notice or notification, report, approval consent or other communication required under this Agreement:</p> <p>(a) shall be in writing;</p> <p>(b) may be hand delivered, sent by post, or sent by email to the address of that party specified in this Agreement (or at another address advised by that party in writing) or to the email address of the person representing the negotiations for that party;</p>		

and is sufficiently served or given:

- (c) in case of hand delivery, on the date of delivery;
- (d) in case of registered post, three (3) Business Days after being posted, and in the case of standard post seven (7) Business Days after being posted; and
- (e) in the case of email transmission, the date and time the email is sent to the other party.

14 COSTS

Each party shall meet its own costs in respect to the negotiation and signing of this Agreement.

15 ENTIRE AGREEMENT

15.1 This Agreement contains the whole agreement of the parties concerning the subject matter of this Agreement and supersedes any other agreements (including, oral if any), warranties, undertakings, terms and representations (other than those implied by law and incapable of negation) concerning the subject matter of this Agreement.

15.2 The parties may amend this Agreement only by a written amendment agreement executed by the parties.

15.3 This Agreement may be executed in any number of counterparts all of which taken together constitute one and the same agreement. Executed copies of this Agreement in Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect.

The parties agree that electronic signature of an authorised representative of the party to this Agreement shall be as valid and enforceable as an original handwritten signature of such party. Any party may deliver an executed copy of this Agreement via electronic transmission, and such executed copy shall be effective to bind such party to this Agreement. Each party agrees not to contest the admissibility of the electronically signed copy of this Agreement, by an authorised representative of a party, in any proceeding arising out of the terms and conditions of this Agreement.

15.4 If any provision of the Agreement is held to be, or becomes, void or otherwise unenforceable for any reason under any applicable law the same shall be omitted from the Agreement and shall be replaced with a provision that is enforceable and that is as close as possible to the unenforceable provision, and the validity, legality and/or enforceability of the remaining provisions shall in no way be affected or impaired.

15.5 Waivers, to be binding, must be made in writing and communicated to the other party in accordance with Clause 13. No waiver whether express or implied by either party of any breach by the other of any of the provisions of the Agreement shall operate as a waiver of any preceding or succeeding breach of the same or any other provision of the Agreement. The rights and remedies of either party in respect of the Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time

granted by such party to the other party, nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies.

15.6 Each party shall, at its own expense, do everything necessary to give effect to this Agreement and the transactions contemplated by it and cause third parties to do the same.

15.7 The Licensee acknowledges that its breach or threatened breach of its obligations under this Agreement would result in irreparable harm to Banijay that cannot be adequately relieved by money damages alone. The Licensee acknowledges that after any breach of its obligations, Banijay may request any applicable equitable remedies from a court, including injunctive relief or specific performance.

15.8 The parties do not intend to confer any benefit on any third party and do not intend that any third party should have any right to enforce this Agreement. Without limiting the above, a person who is not a party to this Agreement has no rights under The Contracts (Rights of Third Parties) Act 1999 (UK) or otherwise to enforce any rights or remedies available to a third party that may exist or are available under that Act or otherwise.

16 FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (such as war, riots, act of God, act of mass terrorism or any analogous event). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. A party whose performance of this Agreement is prevented, hindered or delayed due to an event of force majeure shall immediately give notice to the other party specifying the corresponding force majeure event. If the period of delay or non-performance continues for eight (8) weeks, the party not affected may terminate this Agreement by giving seven (7) days' written notice to the affected party to terminate the Agreement. provided that such termination shall not relieve the Licensee of its obligations to pay Banijay the Licence Fee and any other amounts due under to this Agreement.

17 FURTHER ASSURANCE

Licensee shall execute or cause to be executed all such other documents and do or cause to be done all such further acts and things consistent with the terms of this Agreement as Banijay may from time to time require for the purpose of giving Banijay the full benefit of the provisions of this Agreement.

18 ASSIGNMENT

The Licensee shall not assign or otherwise deal with all or any part of its interest acquired in this Agreement without the prior written consent of Banijay except to an Associate of the Licensee.

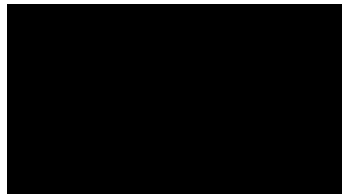
19 GOVERNING LAW

This Agreement is governed by the Governing Law specified in Section 1 and the parties agree to submit to the exclusive jurisdiction of the courts of that territory.

EXECUTED by the parties on

SIGNED for and on behalf of **BANIJAY**:

.....
Authorised Signatory



READ, UNDERSTOOD AND ACCEPTED for and on behalf of **LICENSEE**:

.....
Jan Souček, General Director



APPENDIX A

Unacceptable Advertising Content

The following advertisers and advertisements are unacceptable content unless and only to the extent cleared on a case-by-case basis in advance in writing by Banijay:

1. Advertisements that violate, or are likely to violate, laws and regulations.
2. Advertisements that are:
 - Defamatory, libelous or derogatory towards others;
 - Infringe on copyrights, trademarks, and other intellectual property rights;
 - Invade privacy or that do not give sufficient consideration to the acquisition, management, use, etc., of personal information;
 - Discriminating against others (on grounds race, gender etc.) or violating human rights;
 - Intentionally spreading fake information;
 - Causing or promoting sexual harassment;
 - Fraudulent, immoral or dishonest;
 - Promote or encourage criminal or illegal activities; and
 - Suggest a licensing relationship between the advertised product or service and the Banijay content that the advertisement is inserted in.
3. Advertisements for:
 - Sex related products/services, including sexual procurement and any form of pornography;
 - Illegal drugs and medical substances, including related equipment;
 - Fake brand-name products;
 - Weapons and firearms;
 - Cigarettes and other tobacco products;
 - Companies and organizations that promote either of the above-mentioned services, products and activities.
 - Political advertisements supporting political parties and implying that Banijay content / brands are associated / in support of such political parties; and
 - Religious intolerance or racial hatred.