

LICENCE AGREEMENT - 157726



THIS LICENCE AGREEMENT (the "Agreement") IS DATED 02 August 2024

BETWEEN:

<p>LICENSOR ("FM"): FREMANTLE MEDIA LIMITED 1 Stephen Street, London, W1T 1AL [REDACTED] Sales Director Cee Telephone: +44(0) 738 665 2364 Email: [REDACTED]</p> <p>Each a 'Party' and together the 'Parties'</p>	<p>LICENSEE: CESKA TELEVIZE Public Company established by the Czech Television Act. No. 483/1991 Coll., Kavčí Hory, Na Hřebenech II 1132/4 Prague 4 Czech Republic 140 70 VAT: No CZ00027383</p> <p>Attention: [REDACTED] Email: [REDACTED]</p>
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IT IS AGREED that in accordance with the provisions of the following Agreed Terms, Special Conditions and Standard Terms and Conditions attached and forming part of this Agreement FM grants to Licensee a limited licence to exhibit the Programme(s) in the Territory via the Licensed Rights in the Language for the duration of the Licence Period as follows:-

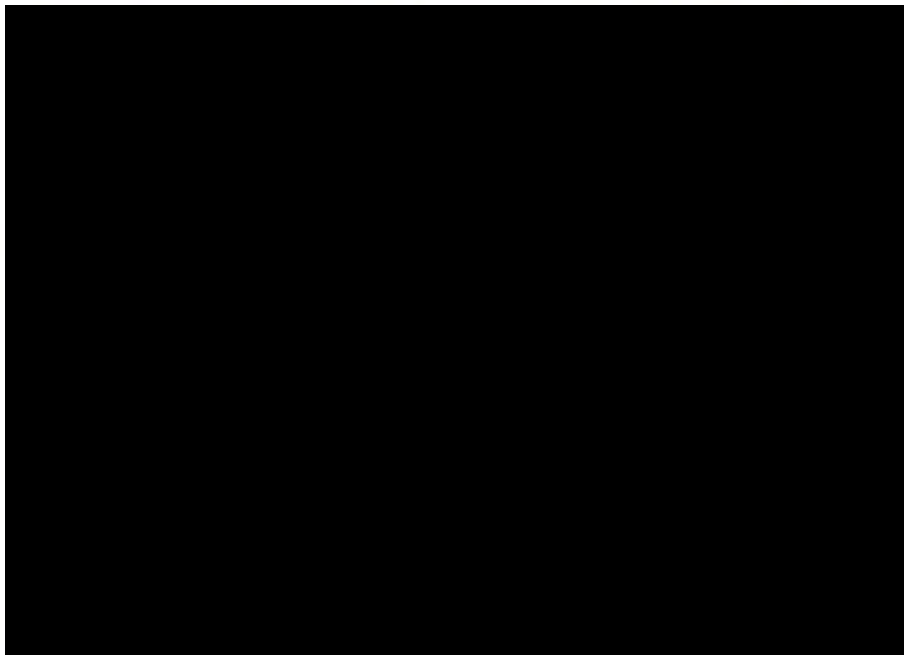
AGREED TERMS

1. **Programmes:**

Please refer to the Appendix 1

2. **Territory:**

3. **Licensed Rights:**

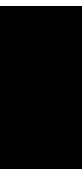


4. **Channel:**

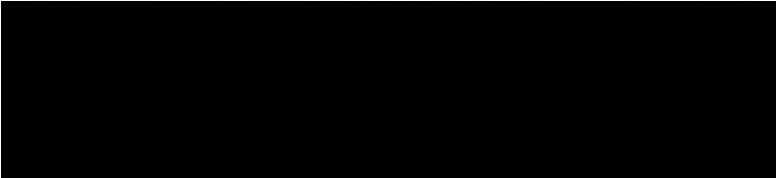

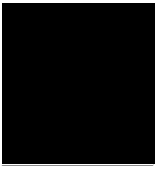
5. **Licensed Service:**

www.ceskatelevize.cz

Licensee shall ensure that (i) the Licensed Service shall be on Licensee's owned and/or controlled, closed network service only; (ii) each episode shall be made available in its entirety; (iii) the content shall be streamed only and not capable of being downloaded; and (iv) it shall utilise geo blocking technology to ensure that only End Users in the Territory can view the Programme(s) or any part thereof.






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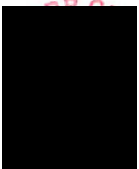
6. **Number of Exhibitions:** Programmes 1-6 & 12-27: Two (2) Exhibitions.
- For the purposes of this Agreement, an "Exhibition" will mean one (1) initial transmission, following by two (2) quick repeat transmissions of each transmission within one hundred and sixty-eight (168) hours of such initial transmission only.
- Programmes 7-11: Unlimited
7. **Language:** Czech and original language simulcast (subtitled and/or dubbed), which for the avoidance of doubt shall not constitute an exclusive right to broadcast the Programmes in the original language.
- Original language version to be supplied by FM. Czech (subtitled and/or dubbed) version(s) to be created by Licensee (in accordance with the applicable Language for each Programme) at Licensee's cost (the "Authorized Language Version").
8. **Total Licence Fees:** EUR €91,750.00
- FM confirms it is the beneficial owner of the Licence Fee.
9. **Payment Schedule:** EUR €91,750.00 payable as follows:
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- All invoices will be issued in PDF format to the attention of .
- Timely payment is conditional upon, receipt of invoice and receipt of the valid confirmation of UK residency of FM issued by the appropriate Tax Authority of UK unless such valid confirmation has already been provided to the Licensee during the applicable year.
10. **Material:** FM shall deliver to Licensee the Programme in accordance with the standard material specifications set out in Schedule 1 at a cost of EUR €120 per commercial hour.
- The Parties agree and acknowledge that in the event the Licensee relicenses a Programme licensed to it by FM hereunder, FM shall not charge a further delivery fee pursuant to this Agreed Term 10 SAVE FOR in the event that the Licensee requires a re-delivery of Material.
11. **Material Cost:** FM shall issue a separate invoice for the cost of delivering the Materials to Licensee and Licensee agrees to pay such costs upon receipt of an invoice in accordance with the following schedule:
- Programmes 1-11 and 22-27: Material costs EUR €7,140.00 due on Licence Period start date for each programme.
- Materials in respect of programmes 12-21 have already been delivered by FM, the receipt and sufficiency of which is hereby acknowledged by Licensee.
12. **Publicity Materials:** To access and download Publicity Materials (including music cue sheets) please go to www.fmscreenings.com
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SPECIAL CONDITIONS:

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- 1.1. Licensee shall use the advertising and promotional material for the Programme where such material is supplied by FM to Licensee ("**FM Promotional Material**"). In the event Licensee wishes to alter the FM Promotional Materials in any way and/or create its own on air promotional trailer (at its sole cost) ("**Licensee Promotional Material**"), Licensee agrees: (i) to submit such altered or created material to FM for prior written approval (not to be unreasonably withheld or delayed); (ii) to be fully responsible for any clearances and/or residual payments and/or performance royalties in respect of the Licensee Promotional Material; (iii) that the copyright in such Licensee Promotional Material will be vested in FM; and (iv) to send a copy of the Licensee Promotional Material to FM.
 - 1.2. Licensee acknowledges and agrees that any marketing taglines that the Licensee creates for the in context promotion of the programme requires approval by FM.

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- 2.1. Licensee shall use the advertising and promotional material for the Programme where such material is supplied by FM to Licensee ("**FM Promotional Material**"). In the event Licensee wishes to alter the FM Promotional Materials in any way and/or create its own on air promotional trailer (at its sole cost) ("**Licensee Promotional Material**"), Licensee agrees: (i) to submit such altered or created material to FM for prior written approval (not to be unreasonably withheld or delayed); (ii) to be fully responsible for any clearances and/or residual payments and/or performance royalties in respect of the Licensee Promotional Material; (iii) that the copyright in such Licensee Promotional Material will be vested in FM; and (iv) to send a copy of the Licensee Promotional Material to FM.
 - 2.2. Licensee acknowledges that the Programme entitled  contains footage that has been included in the Programme by way of a fair use copyright exception (pursuant to US law) and as such FMs warranty under Clause 3(b) of the Standard Terms & Conditions does not apply to such material. FM will add the Licensee to the Programmes production errors and omissions insurance policy as a named additional insured. For this purpose, Licensee will notify FM of the full legal name (together with any required language in terms of parent, subsidiary or related companies for the Licensee).

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- 3.1. Licensee acknowledges and agrees that the Primary Broadcaster has worldwide premiere rights for each episode of the Programme ("**Premiere**"). Subject always to the Premiere, Licensee is permitted to exhibit the Programme via any media in the Territory until after the Premiere of all episodes (including day and date with the Premiere). For the purposes of clarification, in the event that the broadcaster is delayed from its scheduled exhibition date, then the exhibition of such episode by the Licensee in the Territory shall be delayed so that the primary broadcaster retains its Premiere status. Such dates are to be advised by FM.
 - 3.2. Licensee shall use the advertising and promotional material for the Programme where such material is supplied by FM to Licensee ("**FM Promotional Material**"). In the event Licensee wishes to alter the **FM Promotional Materials** in any way and/or create its own on air promotional trailer (at its sole cost) ("**Licensee Promotional Material**"), Licensee agrees: (i) to submit such altered or created material to FM for prior written approval (not to be unreasonably withheld or delayed); (ii) to be fully responsible for any clearances and/or residual payments and/or performance royalties in respect of the Licensee Promotional Material; (iii) that the copyright in such Licensee Promotional Material will be vested in FM; and (iv) to send a copy of the Licensee Promotional Material to FM.
 - 3.3. Licensee acknowledges that the Programme entitled  contains footage that has been included in the Programme by way of a fair dealing copyright exception (pursuant to UK law) and as such FMs warranty under Clause 3(b) of the Standard Terms & Conditions does not apply to such material. FM will add the Licensee to the Programmes production errors and omissions insurance policy as a named additional insured. For this purpose, Licensee will notify FM of the full legal name (together with any required language in terms of parent, subsidiary or related companies for the Licensee).
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- 4.1. No advertising and promotional material shall be produced or used for the Programme by Licensee without the prior written approval of FM, other than the approved advertising and promotional material (including a sizzle reel of at least ninety (90) seconds and no more than three (3) minutes in length ("Sizzle Reel")) supplied by FM to Licensee ("Approved Materials"). Licensee agrees to use the Approved Materials as provided and shall not alter the Approved Materials in any way without the prior written approval of the FM.
- 4.2. In the event that the Licensee wishes to create its own promotional material, Licensee agrees to request from FM a list of promotional restrictions ("Promotional Restrictions"). Upon receipt Licensee expressly undertakes and agrees to adhere to such Promotional Restrictions at all times and submit all promotional material created to FM for prior written approval in accordance with the provisions set out herein.
- 4.3. Notwithstanding the above, in relation to the Sizzle Reel only, Licensee may edit the Sizzle Reel without the requirement of FM's prior written approval provided that (i) such editing is only a removal of sections of the Sizzle Reel solely to get the Sizzle Reel down for timing requirements versus the Sizzle Reel being rearranged and/or added to, (ii) the message and theme of the Sizzle Reel itself has not been materially altered, nor the portrayal of certain individuals having promotional approval rights as set out in the Promotional Restrictions, and (iii) Licensee shall always comply with the Promotional Restrictions.
- 4.4. Licensee shall indemnify FM against any third party claims that may arise from Licensee's creation or editing of any advertising or promotional material not in accordance with Special Conditions 4.1-4.3.

5.

- 5.1. Licensee shall use the advertising and promotional material for the Programme where such material is supplied by FM to Licensee ("FM Promotional Material"). In the event Licensee wishes to alter the FM Promotional Materials in any way and/or create its own on air promotional trailer (at its sole cost) ("Licensee Promotional Material"), Licensee agrees: (i) to submit such altered or created material to FM for prior written approval (not to be unreasonably withheld or delayed); (ii) to be fully responsible for any clearances and/or residual payments and/or performance royalties in respect of the Licensee Promotional Material; (iii) that the copyright in such Licensee Promotional Material will be vested in FM; and (iv) to send a copy of the Licensee Promotional Material to FM.



- 6.1. Licensee acknowledges and agrees that the primary broadcaster has worldwide premiere rights of each episode of the Programme ("Premiere"). Subject always to the Premiere, Licensee may exhibit each episode of the Programme in the Territory on the same day and date as the primary broadcaster. For the purposes of clarification, in the event that the primary broadcaster is delayed from its scheduled exhibition date, then the exhibition of such episode by the Licensee in the Territory shall be delayed so that the primary broadcaster retains its Premiere status. Such dates are to be advised by FM.
- 6.2. Licensee acknowledges that the Programme entitled [REDACTED] contains footage that has been included in the Programme by way of a fair dealing copyright exception (pursuant to UK law) and as such FMs warranty under Clause 3(b) of the Standard Terms & Conditions does not apply to such material. FM will add the Licensee to the Programmes production errors and omissions insurance policy as a named additional insured. For this purpose, Licensee will notify FM of the full legal name (together with any required language in terms of parent, subsidiary or related companies for the Licensee).
- 6.3. Licensee shall use the advertising and promotional material for the Programme where such material is supplied by FM to Licensee ("FM Promotional Material"). In the event Licensee wishes to alter the FM Promotional Materials in any way and/or create its own on air promotional trailer (at its sole cost) ("Licensee Promotional Material"), Licensee agrees: (i) to submit such altered or created material to FM for prior written approval (not to be unreasonably withheld or delayed); (ii) to be fully responsible for any clearances and/or residual payments and/or performance royalties in respect of the Licensee Promotional Material; (iii) that the copyright in such Licensee Promotional Material will be vested in FM; and (iv) to send a copy of the Licensee Promotional Material to FM.



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- 6.4. With respect to any promotion of the Programme using the name, approved images and approved biographical information of Kim Kardashian (the Contributor):
- (i) Licensee will only use the approved images of the Contributor provided to Licensee by FM (Approved Images);
 - (ii) the Contributors will not be portrayed in a demonstrably unflattering way and the Approved Images will be used solely for the purpose of in context promotion only in the Programme.

- [REDACTED]
- 7.1. Licensee acknowledges and agrees that the primary broadcaster has worldwide premiere rights of each episode of the Programme ("Premiere"). Subject always to the Premiere, Licensee may exhibit the Programme in the Territory on the same day and date as the primary broadcaster. For the purposes of clarification, in the event that the primary broadcaster is delayed from its scheduled exhibition date, then the exhibition of such episode by the Licensee in the Territory shall be delayed so that the primary broadcaster retains its Premiere status. Such dates are to be advised by FM.
- 7.2. Licensee shall use the advertising and promotional material for the Programme where such material is supplied by FM to Licensee ("FM Promotional Material"). In the event Licensee wishes to alter the FM Promotional Materials in any way and/or create its own on air promotional trailer (at its sole cost) ("Licensee Promotional Material"), Licensee agrees: (i) to submit such altered or created material to FM for prior written approval (not to be unreasonably withheld or delayed); (ii) to be fully responsible for any clearances and/or residual payments and/or performance royalties in respect of the Licensee Promotional Material; (iii) that the copyright in such Licensee Promotional Material will be vested in FM; and (iv) to send a copy of the Licensee Promotional Material to FM.

- [REDACTED]
- 8.1. Licensee acknowledges and agrees that the primary broadcaster has worldwide premiere rights for each episode of the Programme ("Premiere"). Subject always to the Premiere, Licensee will not exhibit the Programme via any media in the Territory until after the Premiere (including day and date with the Premiere), subject to Commissioning Broadcaster approval, such approval is not to be unreasonably withheld or delayed. For the purposes of clarification, in the event that the primary broadcaster is delayed from its scheduled exhibition date, then the exhibition of such episode by the Licensee in the Territory shall be delayed so that the premiere broadcaster retains its Premiere status. Such dates are to be advised by FM.
- 8.2. Licensee may use the advertising and promotional material for the Programme supplied by FM to Licensee ("Approved Material"). In the event Licensee wishes to either alter the Approved Materials in any way and/or create its own on air promotional trail (at its sole cost), Licensee must submit such altered or created material to FM for prior written approval not to be unreasonably withheld or delayed. Licensee will be fully responsible for any clearances; (ii) such Licensee Promotional Material must not compromise the creative integrity of the Programme; (iii) the copyright in such Licensee Promotional Material will be vested in FM; and (iv) Licensee agrees to send a copy of the Licensee Promotional Material to FM.
- 8.3. In the event that the Licensee wishes to create its own promotional material, Licensee agrees to request from FM a list of promotional restrictions ("Promotional Restrictions"). Upon receipt Licensee expressly undertakes and agrees to adhere to such Promotional Restrictions at all times and submit all promotional material created to FM for prior written approval in accordance with the provisions set out herein.
- 8.4. Licensee shall use best endeavours to dub [REDACTED] voices using a trans voice actor. In the event they are unable they may use a female (contralto) voice actor. For the avoidance of doubt the Licensee cannot use a male voice actor to dub [REDACTED]
- 8.5. Licensee acknowledges that the Programme entitled [REDACTED] contains footage that has been included in the Programme by way of a fair dealing copyright exception (pursuant to UK law) and as such FM's warranty under Clause 3(b) of the Standard Terms & Conditions does not apply to such material. FM will add the Licensee to the Programmes production errors and omissions insurance policy as a named additional insured. For this purpose, Licensee will notify FM of the full legal name (together with any required language in terms of parent, subsidiary or related companies for the Licensee).
- [REDACTED]

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- [REDACTED]
- 9.1. Licensee shall use the advertising and promotional material for the Programme where such material is supplied by FM to Licensee ("FM Promotional Material"). In the event Licensee wishes to alter the FM Promotional Materials in any way and/or create its own on air promotional trailer (at its sole cost) ("Licensee Promotional Material"), Licensee agrees: (i) to submit such altered or created material to FM for prior written approval (not to be unreasonably withheld or delayed); (ii) to be fully responsible for any clearances and/or residual payments and/or performance royalties in respect of the Licensee Promotional Material; (iii) that the copyright in such Licensee Promotional Material will be vested in FM; and (iv) to send a copy of the Licensee Promotional Material to FM.
- 9.2. In the event that the Licensee wishes to create its own promotional material, Licensee agrees to request from FM a list of promotional restrictions ("Promotional Restrictions"). Upon receipt Licensee expressly undertakes and agrees to adhere to such Promotional Restrictions at all times and submit all promotional material created to FM for prior written approval in accordance with the provisions set out herein.

10. 20.

AMENDMENTS TO THE STANDARD TERMS AND CONDITIONS:

The Standard Terms and Conditions attached and forming part of this Agreement shall be amended as follows:

Clause 1.1.4 will be deleted in its entirety and replaced with the following:

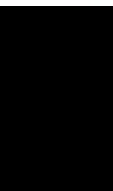
"1.1.4 "Catch Up Transmission" the right to make the Programme available on all forms of on-demand service however delivered where End Users who are entitled to receive the channel broadcasting the Programme(s) are also entitled (at no additional cost) to receive and watch each respective episode of the Programme(s) by means of catch-up within 14 (fourteen) days of the initial transmission of each episode of the Programme(s) on the relevant channel and provided (i) such services are geographically restricted to the relevant Territory and (ii) the availability of the catch-up service is specifically linked to the exclusivity of the Licensed Rights granted in the Agreed Terms only and (iii) the catch-up service will NOT permit any form of storage (other than Progressive Download) unless expressly stated otherwise in the Agreed Terms."

Clause 9 will be deleted in its entirety and replaced with the following:

"9. **Authorised Language Version:** Licensee may dub, sub-title or voice-over the Programme(s) hereby licensed (" **Authorised Language Version**") only in the Language and to the extent specified in the Agreed Terms or Special Conditions and subject to the following conditions: (a) Licensee will notify FM in writing in the event that it creates an Authorised Language Version of the Programme(s) in the Language; and (b) Licensee will ensure at its own expense that any and all Authorised Language Versions of the Programme(s) created by Licensee will exclusively vest in and belong to FM and subject to the Licensed Rights, FM will have the exclusive right to exploit, distribute and otherwise use the Authorised Language Version in any and all media throughout the world in perpetuity at no cost to FM. For this purpose Licensee will upon creation of such Authorised Language Version provide FM with access to such Authorised Language Version if requested by FM, upon payment by FM [REDACTED]

Clause 17.5 will be deleted in its entirety and replaced with the following:

"17.5 Neither Party will disclose to any third party any terms of or the existence of this Agreement without the prior written consent of the other except: (a) to their respective employees, in their capacity as such, on a confidential basis; or (b) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, or the requirements of any authorised governmental or official regulatory authority, in which case the Party required to make disclosure will seek confidential treatment of such information; or (c) as part of its normal reporting or review procedure to its parent company, auditors or solicitors, so long as they agree to be bound by the provisions of this clause; and (d) FM will be entitled to disclose any information contained in this Agreement or relating thereto, to any person or entity with a direct interest in the Programme(s) including, without limitation any underlying rights holder or person or entity to whom FM is required to account in respect of the exploitation of the Programme(s). The Parties agree that information in this Agreement highlighted yellow has been redacted, given the Agreement has been made accessible to the general public pursuant to Czech law."



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READ AND AGREED TO BY AN AUTHORISED REPRESENTATIVE:

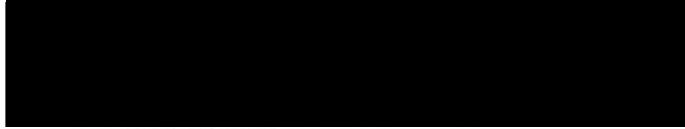
DocuSigned by:



FREMANTLEMEDIA LIMITED

Signed By:

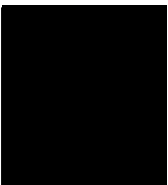
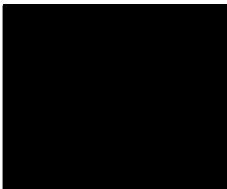
Date: September 3, 2024



CESKA TELEVIZE

Signed By: Jan Souček – General Director

Date: 23.8.2024



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SCHEDULE 1

FREMANTLE MEDIA LIMITED

STANDARD MATERIAL SPECIFICATIONS

High Definition productions:

XDCAM 422 MXF wrapped OP1a file 1920x1080 @25fps or 29.97fps

The file will include a slate at the start and textless elements at the end of the file.

The file will include the following audio tracks;

Channel 01	Full Mix: Left Full Mix
Channel 02	Full Mix: Right Full Mix
Channel 03	Mix Minus Narration: Left - Undipped for Narration *
Channel 04	Mix Minus Narration: Right - Undipped for Narration *
Channel 05	Stereo Music: Left - Undipped stem at equivalent programme volume level
Channel 06	Stereo Music: Right - Undipped stem at equivalent programme volume level
Channel 07	Stereo Effects: Left - Undipped stem at equivalent programme volume level
Channel 08	Stereo Effects: Right - Undipped stem at equivalent programme volume level

Standard Definition productions:

An .MXF wrapped IMX50 file @25fps or 29.97fps

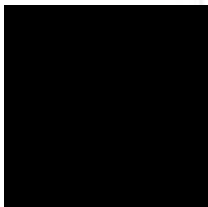
The file will include a slate at the start and textless elements at the end of the file.

The file will include the following audio tracks;

Channel 01	Full Mix: Left Full Mix
Channel 02	Full Mix: Right Full Mix
Channel 03	Mix Minus Narration: Left - Undipped for Narration *
Channel 04	Mix Minus Narration: Right - Undipped for Narration *

* Scripted Comedy and Drama titles will be available with alternative MUSIC AND EFFECTS tracks.

Other formats are available to Licensee upon request and subject to a cost to be confirmed.



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APPENDIX 1

<u>Programme(s)</u>	<u>No of Episodes</u>	<u>Licence Period</u>	<u>Licence Fee per Commercial Hour</u>	<u>Licence Fee</u>
				

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APPENDIX 1

<u>Programme(s)</u>	<u>No of Episodes</u>	<u>Licence Period</u>	<u>Licence Fee per Commercial Hour</u>	<u>Licence Fee</u>
				Total: EUR €91,750.00

