

**Česká televize**  
**Company ID number: 00027383**

and

**Company: AMPERSAND**  
**Company ID number: FR 30341817336**

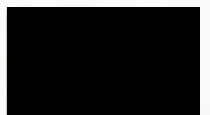
## **Licence Agreement**

Number : /to be completed/

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

Programme licence acquisition  
7.140,- EUR

3/8/2017



# LICENSE AGREEMENT

By this Agreement made the 24/07/2017 between:

**AMPERSAND**

9 rue du Teheran

75009 Paris

FRANCE

VAT Number: FR 30341817336

Represented by Jean Dufour

(hereinafter referred to as "AMPERSAND" which expression shall be deemed to include its successors in title and assigns)

and

**CESKA TELEVIZE / Czech Television,**

Public Company established by the Czech Television Act No 483/1991 Coll.,

VAT No. CZ00027383, whose registered address is

Kavci hory, Na Hrebenech II 1132/4, 140 70 Praha 4, Czech Republic

represented by Mr. [REDACTED] Head of Program Acquisitions

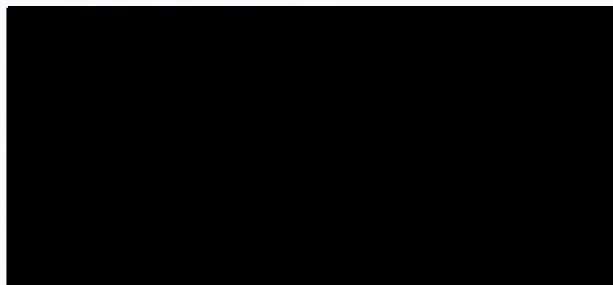
(hereinafter referred to as "the Licensee")

AMPERSAND hereby grants the Licensee the Rights (as hereinafter defined) in the Territory for the Film(s) in the Language in accordance with the following terms and conditions:

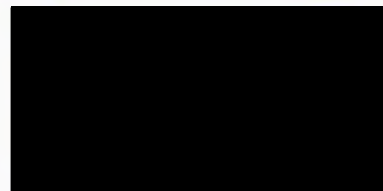
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## LICENSE

**1 - FILM(S):**



(reference in the General Terms and Conditions attached to this Agreement to Film shall include all the Films here listed and where the context so admits each of them individually)



2 - TERRITORY:

3 - RIGHTS:

4 - LANGUAGE:

5 - NUMBER OF RUNS:

6 - LICENSE PERIOD:

7 - LICENSE FEE:

License Fee: [REDACTED]  
Total license fee of 6 300€.

8 - PAYMENT TERMS:

[REDACTED]

Licensee will make all payments to the account of AMPERSAND in Euros to the following address:  
Account Owner : AMPERSAND  
Bank : SOCIETE GENERALE  
BIC : SOGEFRPP  
IBAN: FR76 30003 02214 00020073666 07

It is hereby agreed that should AMPERSAND choose to deliver invoices by means of electronic mail, AMPERSAND shall be obliged to send PDF format invoices using its e-mail address to the e-mail address of the Licensee: [faktury@ceskatelevize.cz](mailto:faktury@ceskatelevize.cz). The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.

The Licensor acknowledges to be the beneficial owner of the license fee.

9 - TRANSMISSION

**MATERIAL:**

HD 16:9 digital files to be supplied at a total cost of € 840 (hard drive included) along the technical specifications already supplied by the Licensee. Stereo original version with stereo M/E tracks (texted version with captions and credits, without subtitles) + neutral backgrounds. Delivery of the material no later than August 31, 2017.

Technical costs to be paid upon the receipt of the corresponding invoice in the same time as the licence fee. Scripts, music cue sheet and publicity material will be delivered by AMPERSAND for free.

Music cue sheets shall include information about each musical composition – its title, name of the author of the music and lyrics, identification of the publisher and exact footage of each musical composition

**10 – SPECIAL CONDITIONS:**

1/ AMPERSAND agrees that if applicable the Licensee may deduct the withholding tax under local laws and regulations in accordance to which the Licensee shall provide AMPERSAND with the relevant tax certificate as soon as is received. In such case AMPERSAND shall be obliged to provide the Licensee with the valid confirmation of French residency issued by the appropriate Tax Authority of France unless such valid confirmation has already been provided to the Licensee during the applicable year. And the Licensee shall be obliged to provide AMPERSAND with a valid Tax Certificate.

2/ All shipping costs will be at Licensee's expense.

3/ Licensee shall have the right to advertise, publicize and promote the broadcast of the Programme(s) on the Licensed Service by any means or media including Internet and shall be authorized to use for promotion excerpts of the Programme(s) up to 3 minutes duration in order to advertise, publicize or promote broadcasting of the Programme(s) and/or Licensee's channels by any media subject to no further consideration."

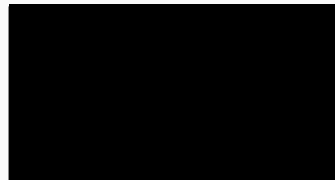
**Confidentiality:** The Parties agree that the content of this Agreement, as well as any information that may have come to either Party's attention during the process of negotiation preceding the execution of this Agreement and/or its fulfillment, is considered to be confidential and neither contracting Party shall be authorized to disclose to any third party such information without the prior written consent of the other Party. This prohibition remains in

effect after the performance of the Agreement is completed or terminated, with the exception of information: (i) that came to the other Party's attention independently of the other contracting Party; (ii) that the Licensee provides to third parties in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion (with the exception of information marked by the Licensor as its trade secret); (iii) that a contracting Party provides or makes public based on a legal regulation or enforceable decision of a court and/or authorized administrative body; and (iv) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality. Since this Agreement is subject to an obligation to make the contents of this Agreement public based on the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the “**Act on Registration of Agreements**”), information in this Agreement highlighted in yellow shall be redacted (blackened out) pursuant to the Act on Registration of Agreements upon mutual agreement. Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the Parties to keep such information confidential. Information not highlighted in yellow shall not be subject to the duty of confidentiality pursuant to this provision. Only the Licensee shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 80 days commencing upon its execution. Provided that the Licensee does not make the Agreement public within this time period, either Party shall be authorized to make the Agreement public pursuant to the Act on Registration of Agreements.



Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of potential publishing of this Agreement in the Czech Registry of Agreements.

This Agreement comes into force on the day of its publication pursuant to Czech legislation. It has been executed in three counterparts, each valid as an original,



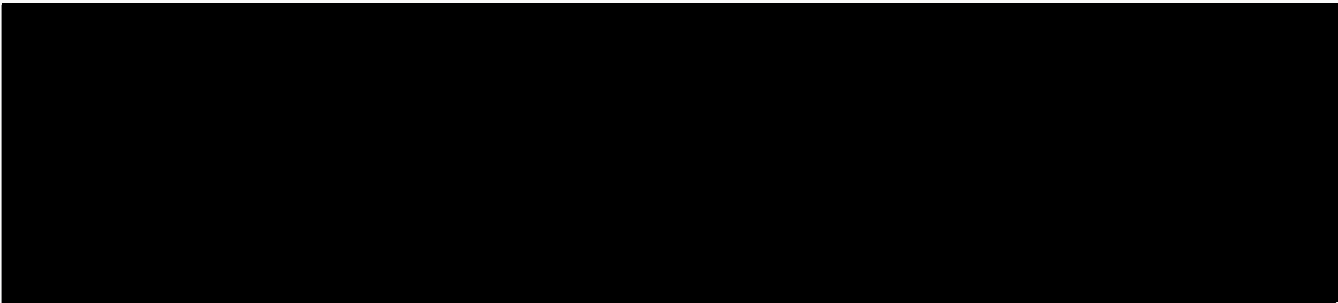
of which the Licensee shall receive two counterparts and the Licensor shall receive one counterpart. The Licensor undertakes to send (i.e. to submit to the courier/mail service) signed Licensee's counterparts without unreasonable delay.

This Agreement shall be subject to the General Terms and Conditions attached hereto and the expressions therein shall have the same meanings as ascribed to them above.

As WITNESS the hands of the duly authorized representatives of each of the parties hereto and year first above written.

For and on behalf of  
AMPERSAND

For and on behalf of  
CESKA TELEVIZE



Name JEAN DUFON

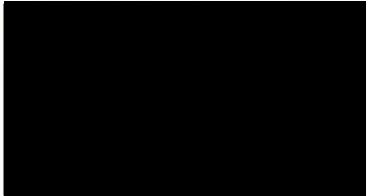
Name

Title VP Distribution

Title Head of Program Acquisitions

Date: 24/07/2017

Date: - 3 -08- 2017



# **GENERAL TERMS AND CONDITIONS**

## **1 - WARRANTY AND INDEMNITY**

AMPERSAND represents and warrants that it has the right to grant this license for the Right and the Territory herein specified and that such use by the Licensee will not violate the rights of others. AMPERSAND agrees to indemnify and hold the Licensee free and harmless from all and any claims, damages, liabilities, costs or expenses incurred by the Licensee by reason of the breach of the foregoing warrants, provided, however, AMPERSAND shall not be liable for the loss of profits or consequential damages and further provided that the Licensee shall not, without the written consent of AMPERSAND, continue to exhibit the Film after the Licensee's receipt of such claim.

Similarly, the Licensee agrees to indemnify, defend and hold AMPERSAND, its successors and assigns free and harmless from any and all claims, damages, liabilities, costs or expenses arising out of or in connection with the use by the Licensee of the Film or arising out of, or by reason of, any breach of warranty, under taking, representation or agreement made or entered into by the Licensee.

## **2 - MUSIC**

AMPERSAND warrants that the performing rights in the music contained in the Film are either, (a) controlled by a performing rights society having jurisdiction or, (b) in the public domain or, (c) controlled by AMPERSAND to the extent necessary to permit the Licensee's use hereunder.

AMPERSAND does not represent or warrant that the Licensee may exercise the performing rights to said music without the payment of a performing rights royalty or license fee. It may be necessary for the Licensee to (and if it is necessary the Licensee shall), at its sole cost and expense, secure all performing rights licenses necessary for the use of said music contained in the Film and shall hold AMPERSAND free and harmless from any liability or damage arising from its failure to do so.

## **3 - LICENSEE'S OBLIGATIONS**

3.1 The Licensee may at its discretion undertake minor cuts edits or deletions as may be necessary to make the said Film conform to laws, government orders and regulations and any provisions of any applicable Collective Bargaining Agreements to meet reasonable and customary broadcast censorship and time segment requirements. The Licensee shall not exercise this right unreasonably and unnecessarily and any editing or deletions shall be of a minor nature and not impair continuity.

3.2 The Licensee shall not delete any credits due to artists personnel and corporations concerned in the writing preparation and production of the said Film neither shall the Licensee delete the copyright notice or any part of the main or end titles of the said Film.

3.3 Nothing contained in this Agreement shall be construed to imply an obligation on the part of the Licensee to schedule any of the said Film.

3.4 On AMPERSAND's request, Licensee agrees to inform of the transmission's day and hour of the Film.

## **4 - EXCLUSIVITY**

The Rights will be exclusive to the Licensee during the license Period however all rights not specifically granted herein to the Licensee are reserved to AMPERSAND.

## **5 - TERRITORY**

The Territory means only the countries listed in the License Agreement but only as their continuous political borders exist on the date of this Agreement. The territory excludes the countries' non contiguous embassies, military and governmental installations and oil rigs and marine installations wherever located.

## **6 - EARLY TERMINATION**

Notwithstanding anything contained herein to the contrary, if the Licensee broadcasts the Film the number of times permitted hereunder prior to the expiration date this License shall be deemed terminated with respect to such Film as of the date upon which the last permitted broadcast is made.

## **7 - DELIVERY AND RETURN OF MATERIALS**

7.1 Unless otherwise stated the Delivery Materials shall be dispatched to the address given herein.

7.2 The Licensee agrees to pay upon or prior to delivery the costs of all material specified in clause 9 of the License. The Licensee further agrees to pay all handling, packing, shipping, importation and other expenses, charges, fees incidental to having the materials being shipped, delivered to and introduced into the Territory.

## **8 - ACCEPTANCE OF MATERIAL**

All materials shall be deemed delivered and of acceptable technical quality by the Licensee thirty (30) days after the shipping of such materials as evidenced by the date on the corresponding airwaybill unless the Licensee advises AMPERSAND by facsimile or telex of the contrary.

In case of refusal of Materials by Licensee within the due time, Licensor shall replace the damaged Materials at its cost within 30 days.

## **9 - OWNERSHIP OF MATERIAL PRODUCED**

Ampersand will have an access to the Czech dubbed and/or subtitled version of the programme under the conditions mutually agreed with the Licensee in a separate agreement.

## **10 - PAYMENT**

10.1 In consideration of the Rights granted hereunder the Licensee shall pay to AMPERSAND the License Fee which shall be payable as and when stipulated herein.

10.2 Time is of the essence in the performance by the Licensee of its obligations for payment hereunder. Any payment made more than thirty (30) days after the due date therefor shall bear interest at the rate of four percent (4%) over the prime interest rate charged from time to time by the Banque de France, computed from the original due date until paid; provided however, that if the rate is in excess of the maximum permitted by law in the jurisdiction in which such debt accrues, then the rate shall be the maximum permitted by law. Acceptance of any payment by AMPERSAND after its due date shall not constitute a waiver by AMPERSAND of its rights hereunder. AMPERSAND may also at its option declare the Licensee to be in breach of this Agreement for non-payment of the License Fee at any time after thirty (30) days following the due date.

10.3 There will be no deductions from any payments due to AMPERSAND because of any bank charges, withholding taxes, conversion costs, sales use or VAT taxes, quotas or any other taxes, levies or charges without AMPERSAND's prior written consent. If AMPERSAND does so consent, then the Licensee will provide AMPERSAND with all necessary documentation indicating Licensee's payment of the agreed amount on AMPERSAND's behalf before deducting the Licensee's payment from any sums due to AMPERSAND.

## **11 - LICENSEE WARRANTIES**

The Licensee warrants that it will comply with all of its representations, obligations, covenants and Agreements and perform all of its obligations and responsibilities herein contained and agrees at all times to indemnify and hold harmless AMPERSAND from and against all claims, damages, liabilities, judgements, losses, costs and expenses, including reasonable attorney's fees, suffered or incurred by AMPERSAND arising out of the acts or



omissions of the Licensee, its employees and representatives or any actual or alleged breach by the Licensee, its employees and representatives of any of the Licensee's representations, agreements, obligations, covenants or any other warranties herein contained.

## **12 - INSURANCE**

Licensee agrees to maintain throughout the License Period adequate insurance covering the loss or damage of the Film and all other materials delivered to the Licensee or the Licensee's authorized agent.

## **13 - TERMINATION**

This Agreement may be terminated forthwith upon written notice by either party without prejudice to its other rights and remedies hereunder upon the Licensee hereto committing any act of bankruptcy or entering into any arrangement or compromise with its creditors or taking advantage of any laws relating to bankruptcy or insolvency.

## **14 - ASSIGNMENT**

AMPERSAND may freely assign this Agreement or any portion thereof to its successor(s) or to any of its associated, affiliated and subsidiary companies and the Licensee agrees that performances of any AMPERSAND's obligations under this Agreement performed by a third party shall be accepted by the Licensee as performance by AMPERSAND hereunder.

The Licensee agrees that in the event of receipt of written notice of assignment by AMPERSAND, monies due to AMPERSAND shall be paid to any third party assignee in accordance with AMPERSAND's instructions without offset, deduction, counterclaim or other credits which the Licensee may have against AMPERSAND.

This Agreement may not be assigned by the Licensee either voluntarily or by operation of law without the prior written consent of AMPERSAND. Any such assignment if consented to by AMPERSAND shall not relieve the Licensee of its obligations hereunder.

## **15 - NOTICES**

Any notices to be given or served hereunder shall be in writing and shall be delivered or sent by first class post (air mail if to an overseas address) by facsimile (confirmed by a copy sent by post) to the party to be served at the address set out above (or such other address as either party may notify in writing to the other party) and shall be deemed to have been served on the second business day after posting (five days in the case of posting overseas) and immediately in the case of facsimile.

## **16 - CONFIDENTIALITY**

Neither party nor any of its employees shall divulge to any third party any of the terms of this Agreement without the express permission of the other, save as may be necessary in order to comply with any legal or regulatory requirements.

## **17 - GENERAL**

17.1 This Agreement shall be governed by and construed in accordance with the laws of France and the parties submit to the jurisdiction of the French courts;

17.2 This Agreement is made between principals and nothing herein contained shall be deemed to constitute a partnership or joint venture between the parties hereto;

17.3 A waiver by either party of any breach or default by the other party will not be construed as a continuing waiver of the same or any other breach or default under this Agreement and no waiver shall be effective unless made in writing;

17.4 This Agreement shall be deemed to contain such additional terms and conditions as are customary in agreements of this kind in the television and motion picture industry. This Agreement may not be changed modified amended or supplemented except with the written consent of both parties;

17.5 The License, the General Terms and Conditions and the Exhibits when applicable hereto are incorporated as part of this Agreement and reference to "this Agreement" shall be deemed to include the License the General Terms and Conditions and the Exhibits when applicable.