

**Česká televize**  
Company VAT number: CZ00027383

and

**Autentic GmbH**  
division Autentic Distribution  
Company VAT number: DE262330234

## **Programme License Agreement**

number 00000104/2025

Subject matter of the agreement:	Programme license acquisition
Price or value:	23.950 EUR
Date of execution:	_____

# TELEVISION LICENSE AGREEMENT

As dated 15<sup>th</sup> of April 2025

between

**Autentic GmbH**  
division Autentic Distribution  
Grünwalder Weg 28D  
82041 Oberhaching  
VAT No. DE262330234  
Germany

- hereinafter called "Licensor"

and

**Ceska Televize**  
Public Company established by the Czech Television Act  
No 483/1991 Coll., VAT NO. CZ00027383, whose  
registered address is:  
Kavci hory, Na Hřebenech II 1132/4, 140 70, Praha 4  
Czech Republic,  
Represented by Mrs. Alena Blahošová, Head of  
Programme Acquisitions

- hereinafter called "Licensee"

WHEREBY THE PARTIES AGREE AS FOLLOWS:

## I

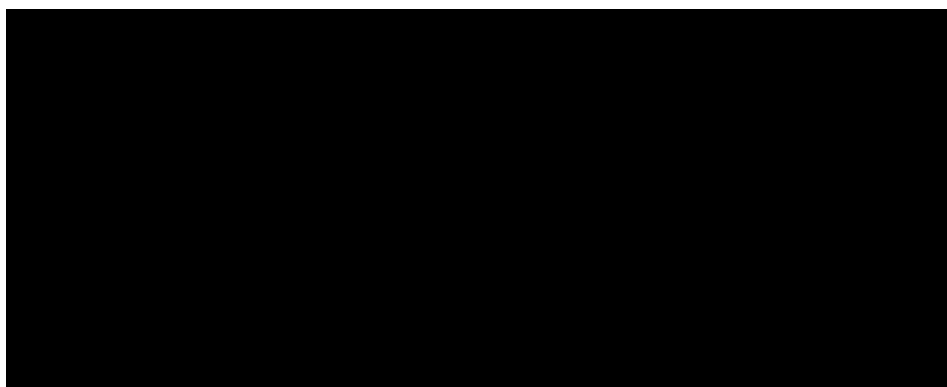
### GRANT OF RIGHTS:

Subject to the terms and conditions of the present Agreement which are divided into the Specific Terms and the General Conditions hereinafter set forth and timely payment of the License Fee, Licensor grants to Licensee and Licensee accepts the following exploitation rights in and to the motion picture(s) as defined below ("Program") in the media (Rights Granted), for the License Territory, the License Period and further stipulations indicated herein below. "Program" as used herein shall mean the total of programs prescribed in the Specific Terms whether a single motion picture or a series of pictures is concerned.

## II

### SPECIFIC TERMS

**Program** (title, length):



[REDACTED]

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**License Territory:**

[REDACTED]

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**License Period:**

[REDACTED]

or expiring upon completion of the last permitted telecast (per title), whichever occurs earlier.

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**Rights Granted:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

With respect to the exploitation of the VOD Rights, Licensee agrees not to exercise, or to authorize or permit the exercise of, or to sell, license, or otherwise dispose of the Internet Rights in the License Territory without sufficient contractual safeguards consistent with the following: (1) the Program would be capable of reception only by persons located within the License Territory; (2) the reception, broadcast or transmission of the Program is technologically secure so as to prevent unauthorized viewing or the onward broadcast, transmission or retransmission of the Program by a recipient to recipient located outside the License Territory (whether by legal means or otherwise), or downloading outside the License Territory; (3) laws in the License Territory provide adequate protection against unauthorized exploitation/use; and (4) the technology being utilized for such exploitation is being customarily utilized by at least 2 (two) major users; and (5) such exploitation is limited to the Authorized Language Version only. Accordingly Licensee shall do its utmost to restrict any access to the Program to users within the License Territory.

It is agreed and understood that any territorial boundary breach or other unauthorized duplication/viewing or exploitation of the Program shall entitle Licensor (in addition to any other rights and remedies Licensor may have at law and equity) to immediately terminate the present Agreement.

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**Broadcaster:**

Czech TV

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**Number of runs:**

For titles (1.) – (5.), (10.) & (11.) – (13.): 3 runs + 2 reruns per each run within 168h

For titles (6.) - (9.): 4 runs + 2 reruns per each run within 168h

For titles (14.) – (16.): 2 runs + 2 reruns per each run within 168h

For the avoidance of any doubts it is hereby stipulated that the Licensee shall be authorized to transmit the Program simultaneously on more channels owned and operated by Licensee in which case such transmission shall be considered as one run.

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**Authorized Language Version:**

Czech; dubbed, voiced-over and/or subtitled and original language simulcast

Whereas the exclusivity is only granted for the Czech language version.

Upon request, Licensor has access to any dubbed and/or subtitled material of the Licensed Programs at [REDACTED] and at conditions to be negotiated in good faith during and after the Duration of Licence Term.

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**Material:**



[REDACTED] (Total: 1.500€)

☒ in possession of Licensee:

- Sisi's Legacy
- In the Heart of America
- Empress of the Screen – The Sissi Film Trilogy
- Behind the Curtain – The Vermeer Secret
- Botticelli

Material format:

☒ HD digital file delivery via server (via Aspera)  
either in MOV ProRes 422 or MXF XDCAM

☐ UHD digital file delivery via server (via Aspera)  
either in MOV ProRes 422 or MXF XDCAM

☐ Clean (without texted elements and credits)

☒ Master texted with Cleanshots at Tail (or separate Clean version)

Language: English or German with English script (as available)

☒ free of charge, if available:

- script
- dialogue lists
- synopses
- stills/slides, on loan,
- music cue sheets.

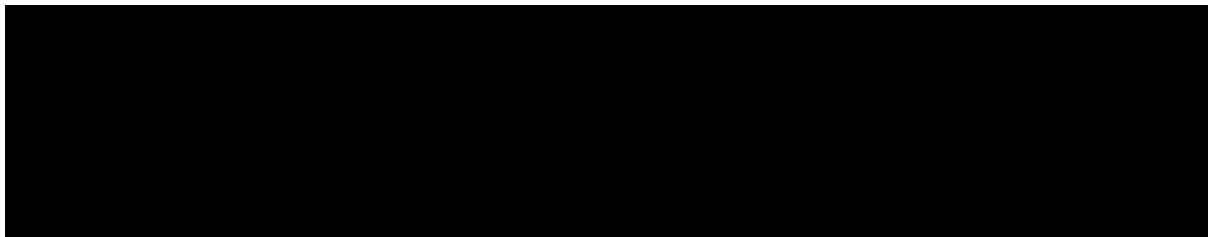
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**License Fee:**

Title	License Fee in €
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<b>TOTAL</b>	<b>22.450,--</b>

(in words: twenty-two thousand four hundred and fifty euro.)

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**Payment terms:**

Licensee address and invoice information:

Company name:	CESKA TELEVIZE
Street, No:	Kavci hory, Na Hřebenech II 1132/4
Postcode, City:	140 70 Praha 4
VAT No	CZ00027383
Tax ID	00027383

Invoicing:

Contact person:	
Invoice recipient:	 <a href="mailto:_____@ceskatelevize.cz">@ceskatelevize.cz</a>
Additional information:	_____
Diverging invoice address:	_____

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

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**Special Conditions:**

The following General Conditions form an integral part of the present Agreement. In the event any provision of the Specific Terms is contrary to the General Conditions the Specific Terms shall prevail.

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

Timely payment is conditioned upon receipt of the valid confirmation of German residency of the Licensor issued by the appropriate Tax Authority of Germany unless such valid confirmation has already been provided to the Licensee during the applicable year.

The Licensor agrees that if applicable the Licensee may deduct the withholding tax under local laws and regulations in accordance to which the Licensee shall provide the Licensor with the relevant tax certificate as soon as is received.

Confidentiality: The Parties agree that information in this Agreement highlighted in yellow is considered to be confidential (e.g. as a business secret) and neither contracting Party shall disclose such information to any third party 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 the Licensee provides to third parties within a regular scope 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; (ii) that a contracting Party provides or makes public based on a legal regulation; and (iii) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal and/or contractual duty of confidentiality. This Agreement shall be made accessible to general public pursuant to Czech law provided that information highlighted in yellow was redacted.

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### III

## GENERAL CONDITIONS

### 1. DEFINITION OF RIGHTS GRANTED

#### 1.1 The Pay Television transmission Rights ("Pay-TV ")

shall mean the right to transmit the Program in the Authorized Language Version and by encrypted signals by means of over-the-air VHF or UHF transmissions (terrestrial), any satellite or cable or internet system (such as IP-TV and distribution via mobile networks including 3G, 4G or 5G or any other technology for mobile networks, provided that any transmission via the Internet shall be simultaneous, unaltered and concurrently with the transmission (terrestrial, cable and/or satellite) of the relevant TV channel) intended for and capable of decryption only by subscribers of the Pay TV service by means of any supplemental technical devices distributed to the subscribers under Licensee's or its sub-licensee's control in the License Territory and for the viewing of which an extra fee is charged to the subscribers. Not included is the right to retransmit or authorize others to retransmit the signals carrying the Program unencrypted by terrestrial or cable systems. It is explicitly excluded and any failure to comply shall be deemed a material breach of this Agreement to make available or permit to make available any devices capable of decryption of signals carrying the Program outside the License Territory.

#### 1.2 The Pay-Per-View Television Transmission Rights ("PPV")

shall mean the right to transmit encrypted signals carrying the Program in the Authorized Language Version by means of over-the-air VHF or UHF transmissions (terrestrial), any satellite, cable or internet system (such as IP-TV and distribution via mobile networks including 3G, 4G or 5G or any other technology for mobile networks system) capable of decryption only by subscribers of the Pay TV service by means of any supplemental technical devices distributed to the subscribers under Licensee's or its sub-licensee's control in the License Territory and for the viewing of which a separate "per exhibition" fee is charged for the right to view solely the exhibition of the Program, the scheduled exhibition of which shall be at a specific time or within multiple start times pre-established by the Pay TV Service and which transmission is intended for viewing by the subscribers on home-type television receivers.

#### 1.3 The Free Television transmission Rights ("Free-TV")

shall mean the right to transmit the Program in the Authorized Language Version over Free-TV stations by means of over-the-air VHF or UHF transmissions (terrestrial), any satellite or cable or internet system (such as IP-TV and distribution via mobile networks including 3G, 4G or 5G or any other technology for mobile networks, provided that any transmission via the Internet shall be simultaneous, unaltered and concurrently with the transmission (terrestrial, cable and/or satellite) of the relevant TV channel) intended for and capable of reception by the public on a television receiver only in the License Territory and for the viewing of which no extra fee is charged other than (a) fees charged by a government or governmental agency to persons who own television sets or (b) any physical equipment fees (such as cable system "hook-up" fees, antenna fees, decoder fees) or (c) a periodic access, carriage or equipment fee paid by the ultimate consumer, and which fee shall not be any premium subscription fee or any other programme or channel fee or other charge of any kind payable with respect to any kind of pay television.

#### 1.4 The Video on Demand Rights ("VOD")

shall mean the right to make the Program available to the public time shifted (non-



linear) where the start of the Program is designated by the viewer, with or without intermediate storage, by digital or analogue means of wire, cable (broadband, DSL/VDSL, cable retransmission, etc.), terrestrially or satellite, the internet or any other data network (TCP/ IP protocol etc.), or mobile technology services over DVB-H, UMTS, GSM, GPRS, HSCSD, WAP, EDGE, CDMA, HSDPA and any similar, related or derivative technology via the following distribution methods:

a) Free Video on Demand (FVOD):  
streaming the Program without the option to copy, store or download the Program, without a charge to the viewer other than regular telecommunication charges.

b) Free VOD Catch-Up:  
streaming without the option to copy, store or download the Program for a temporal limited period after each Free TV transmission of the Program.

c) Pay VOD Service Catch-Up:  
streaming without the option to copy, store or download the Program for a temporal limited period after each Pay TV transmission of the Program, limited to subscribers of the Pay TV broadcaster and/or Pay TV Channel.

d) Ad-Supported Video on Demand (AVOD):  
streaming the Program without the option to copy, store or download the Program, without a charge to the viewer other than regular telecommunication charges, but including advertising of any kind (e.g. pre-roles, post-roles, in-program advertising).

e) Subscription Video on Demand / Pay per Channel (SVOD):  
streaming the Program without the option to copy, store or download the Program, upon a periodic subscription charge to the viewer for the access to the Program.

f) Transactional Video on Demand (TVOD):  
streaming the Program without the option to copy, store or download the Program, upon a per exhibition basis charged to the viewer for the access to the Program.

g) Electronic Sell-Through (EST) / Download to Own (DTO):  
Download a copy of the Program for on-demand viewing over an unlimited time period, upon payment of a one-time fee by the viewer.

h) Download to Rent (DTR):  
Access the Program for on-demand viewing over a limited time period, upon payment of a rental fee by the viewer.

## 1.5 The Homevideo Rights

shall mean the right to reproduce and/or distribute (homevideo sell-thru, rental home etc.) the Program on audio/visual/audio-visual devices of any and all types of videograms" strictly for the non-public and non-commercial viewing of the Program in private homes. The Homevideo Right shall include any and all audio-visual systems and all analog and digital storage media irrespective of the technical form of the individual system, for linear or interactive use such as for example narrow-gauge film, narrow-gauge cassettes, video cassettes, video tapes, video discs, diskettes, chips, DVD, Blu Ray, HD-DVD, Video-CD, CD-ROM, CD-ROM-XA, CD-I, CD-I-Music, Foto-CD, CD-DA, EBG (Electronic Book Graphic), EBXA, CD-Recordable, MO-CD, MOD, CD-SD, HD-CD (High Density-CD), etc.

## 1.6 The Theatrical Rights

shall mean the commercial exploitation of the Program for direct exhibition before an audience at facilities primarily engaged in the business of exhibiting films where an admission fee is charged, such as cinemas, commercial theatres etc. by means all technical equipment irrespective of the technical form of the presentation

system and the visual/audio/audio-visual media used in film theatres or other locations suitable for this purpose (including but not limited to 70, 35, 16, 8 mm, digital projection etc.).

#### 1.7 The Non-Theatrical Rights

shall mean the commercial or non-commercial exploitation of the Program for direct exhibition before an audience by and at the facilities of either institutions or organizations not primarily engaged in the business of exhibiting films, such as schools, universities and other educational organizations, churches, restaurants, bars, clubs, trains, libraries, Red Cross facilities, oil rigs and oil fields, drive in cinemas, restaurants, discotheques, clubs, retirement homes, ships, trains, aircrafts, hospitals, etc., and at the facilities of governmental bodies such as embassies, military bases, military vessels and other governmental bodies flying the flag of the License Territory by means of all technical equipment irrespective of the technical form of the presentation system and the visual/audio/audio-visual media used in film theatres or other locations suitable for this purpose.

#### 1.8 The Clip Rights

shall mean the right to use excerpts of the Program with a limited length as defined in the Specific Terms within other productions.

#### 1.9 The Advertising Rights,

shall mean the right to use excerpts from the Program solely for the purpose of program announcement, excerpts being limited to the following maximum length:

- 3' excerpts per 90' title or longer,
- 2' excerpts per one com. hour title
- and 1' excerpts per half com. hour title.

This includes the right to promote the Program in printed publications customary in the trade.

#### 1.10 Licensee shall upon request after each transmission (Free TV and Pay TV) send to Licensor a statement setting forth the date, the day and hour, and the place of emanation of each telecast of the Program.

#### 1.11 All other rights not expressly granted to Licensee under this Agreement are retained by the Licensor.

### 2. MATERIAL

#### 2.1 As soon as possible following the complete execution of this Agreement, if not otherwise indicated in the Specific Terms, Licensor shall deliver to Licensee at Licensee's expense the materials of the Program as described in the Specific Terms.

All costs of delivery and return of the material such as (but not limited to) transportation costs, handling charges, import duties, insurance fees and custom charges shall be paid by Licensee.

Licensee will be responsible for all defects, losses and damages which might occur to all prints/tapes/masters and other materials on route to and from Licensee and while same are in Licensee's possession, and Licensee will take out customary insurance which covers the said responsibility of Licensee.

#### 2.2 Following receipt by Licensee of the material Licensee shall examine same to determine if it is physically suitable for exploitation according to this Agreement. If

within 30 days of receipt thereof Licensee has not given written notice to Licensor of any defects, the material shall be deemed accepted. If Licensee does give such notice, Licensor shall at its sole discretion either i) remedy such default or ii) submit to Licensee a substitute program which is acceptable to Licensee or iii) delete the Program from this Agreement and reimburse Licensee any payments made with respect to the deleted program. All other rights and remedies Licensee may have under this Agreement, law or equity are hereby excluded.

- 2.3 The delivered material shall at all times remain the property of Licensor and Licensor shall also be entitled to the property rights in any prints/tapes/masters and other material of the Program produced by Licensee. Licensee shall not give third parties access to any material unless necessary for the exploitation according to this Agreement.
- 2.4 Upon expiration of the rights hereby granted Licensee shall at its own cost and at Licensor's choice either (i) deliver to Licensor or to another address given by Licensor all prints/tapes/masters and other material supplied by Licensor and/or produced by Licensee, or (ii) destroy the same and send to Licensor a certificate of such destruction, unless otherwise provided for in this Agreement.

### **3. COMPENSATION**

- 3.1 In consideration of the Rights Granted to Licensee herein Licensee shall pay to Licensor the respective sums stipulated in the Specific Terms.
- 3.2 There shall be no deductions whatsoever from any payments made to Licensor under this Agreement on account of bank charges, remittance taxes, conversion taxes or other taxes – except for withholding tax - or for any other reason, it being the intent hereof that the License Fee payable to Licensor under this Agreement shall be a net amount, free and clear of any tax, levy or charge whatsoever.

Licensee shall only be entitled to deduct withholding tax if required by law and if a double taxation treaty exists between the country of which Licensee is the resident of and Germany. Licensee shall provide Licensor prior to any such deductions with all necessary documentation (such as original certificates of receipt from the relevant governmental authority, original certificates of tax exemption etc.) and a deduction of withholding tax, if any, shall be in accordance with the double taxation treaty.

Without prejudice to the foregoing, Licensee shall in no event be entitled to claim any refund or seek reimbursement from Licensor of any portion of the amounts therefore paid hereunder.

Licensee shall use best efforts to reduce amounts of deductions or to avoid any deduction in accordance with the provisions of the double taxation treaties and the applicable law.

### **4. ADAPTATION AND LANGUAGE VERSION**

- 4.1 Licensee shall exploit the Program in its entirety in the form delivered by Licensor and shall not change the title of the Program, cut, edit, excerpt, add to, delete from, and/or otherwise change the Program (including credits) or its physical shape or format or the masters etc. other than expressly allowed under the present Agreement, and Licensee shall not include any other motion pictures in whole or in part or other material without Licensor's prior written consent which may not be unreasonably withheld, in case of censorship requirements provided that Licensee submits to Licensor the applicable regulations and laws.

4.2 Notwithstanding sec. 4.1 Licensee shall have the right to insert or authorize the insertion of commercial announcement material during breaks in the Free-TV broadcast of the Program. Further the the Licensee is authorized to include crawling messages announcing upcoming broadcasting during the broadcast of the Program.

4.3 Unless otherwise set forth in the Specific Terms, the Rights Granted to Licensee herein are limited to the Authorized Language Version (dubbed/subtitled/voice-over, as specified in the Specific Terms) of the Program to be produced by Licensee at its own costs and expense, whereby it is agreed as follows:

- (a) Licensee undertakes to produce an Authorized Language Version of excellent quality that will meet the technical requirements of the television stations in the Territory.
- (b) Licensee shall not alter, add to or delete the music (including any songs) accompanying the Program in the course of making any Authorized Language Version.
- (c) All rights of exhibition, distribution, marketing, economic use, translation and adaptation in and to such Authorized Language Version made by Licensee shall vest in the Licensor upon creation thereof without any limitations as to content, time and place, subject only to the right of Licensee to use such version to the extent provided herein, and Licensee will make its agreements with all persons connected with such dubbing, subtitling or voice-over or parts thereof in such manner that any rights such persons may possess are assigned and transferred to Licensor and fully paid for, so that Licensor may make free and unencumbered use of such version in any media, anywhere and at any time without obligation of any payment to any party, subject only to Licensee's limited license stipulated herein.
- (d) Licensor shall have free access to any Authorized Language Version immediately upon production thereof.

## **5. REPRESENTATIONS - WARRANTIES**

5.1 Licensor represents and warrants to Licensee that:

- a) it has the full right, power and authority to enter into and to perform this Agreement and has not entered into any agreement of any kind which may interfere with the performance of this Agreement;
- b) it owns and controls the sole and exclusive right to exploit the Program within the License Territory for the full License Period of this Agreement and has the right to grant the license hereunder;
- c) The Licensor hereby declares and warrants that all rights in the music or musical composition contained in the Program hereby licensed are either in the public domain in the Territory, or controlled by the Licensor sufficient to allow the Licensee to exploit them without additional payment, or available by license from a music performing rights society in the Territory, in which case the Licensee will be responsible for obtaining a license at its own expense provided that Licensor has delivered to Licensee full and complete music cue sheet containing all relevant information as requested by such music performing rights society.

5.2 Licensee represents and warrants to Licensor that:

- a) it has full authority and capacity to execute this Agreement and full legal and financial ability to perform all of its obligations under this Agreement;
- b) it will honour all restrictions on the exercise of the Rights Granted and will only exploit the rights to the Program licensed to Licensee in accordance with this Agreement, in particular not outside the License Territory or after expiry of the License Period.
- c) it will immediately upon knowledge or suspicion of any unauthorized exploitation of the Program in the License Territory (piracy) inform Licensor thereof, and it will, in consultation with Licensor and/or at Licensor's request, take such measures and institute such legal action as may be necessary to prevent and/or pursue such piracy.

5.3 Should it turn out that rights and/or (faultless) materials under this Agreement are not available in whole or in part and in the event that Licensee thereby be impeded in the exploitation intended in this Agreement, Licensor shall with regard to the title concerned at its absolute discretion either provide Licensee with an equivalent replacement (e.g. substitute program acceptable to Licensee, if available; extension of the License Period, if possible, by a period of time equal in length to that during which Licensee was impeded etc.), or appropriately reduce the License Fee, or terminate this Agreement with the consequence that those rights not yet exercised as well as the material delivered and produced by Licensee be returned and the License Fee which was already rendered be reimbursed in full respectively in the adequate amount in consideration of the rights already exercised. All other rights and remedies Licensee may have under this Agreement, law or equity are excluded.

## 6. BREACH OF THE AGREEMENT

6.1 In the event of Licensee's failure to make punctual payment according to this Agreement and, if such failure has not been rectified within 15 days after the date which the Licensor provided Licensee with written notice of such as required herein, all outstanding monies owed by Licensee shall become immediately due and payable to Licensor. All overdue monies shall bear interest calculated at the rate ruled by the German Laws applicable on the date such monies are due.

6.2 In addition to sec. 6.1 and to any other rights and remedies at law and equity Licensor may, by giving written notice to Licensee terminate this Agreement and the license granted hereunder, if:

- a) Licensee has failed to make payments punctually as required under this Agreement or has committed another breach of its obligations under this Agreement, unless such breach has been cured within 15 days upon Licensor's respective written notice, or
- b) Licensee goes into voluntary or involuntary liquidation, or is declared insolvent either in bankruptcy or other legal proceedings (whereby it is understood that Licensor may terminate upon opening of any such proceeding), or an agreement with creditors has been negotiated or reached by Licensee due to its failure or inability to pay its debts as they fall due, or a receiver is appointed over the whole or part of Licensee's business, or Licensee actually discontinues its business. Upon occurrence of any of these events this Agreement shall automatically terminate without Licensor's declaration if and as far as legally possible.
- c) Licensee undertakes to assign and/or sublicense this Agreement and/or any of the rights contained herein in whole or in part to any third party without

Licensor's prior written consent.

- 6.3 In the case of any such termination according to sec. 6.2 all Rights Granted to Licensee under this Agreement shall automatically revert to Licensor, and all monies paid to Licensor by Licensee shall remain Licensor's property. Licensee shall be liable for all damages Licensor may suffer for reason of the termination of this Agreement.

Any material in Licensee's possession shall be delivered to Licensor not later than one (1) week after the termination as herein provided.

## 7. MISCELLANEOUS

- 7.1 Licensee may not assign and/or sublicense this Agreement or any of the rights contained herein in whole or in part to any third person without the prior written consent of Licensor.
- 7.2 Licensor and Licensee shall not publicly divulge or announce nor in any manner disclose to any third party this Agreement and/or any terms thereof without the prior consent of the other party.
- 7.3 If any part of this Agreement is or becomes invalid the unaffected portions of the Agreement remain valid. The invalid provision(s) is to be replaced by such a provision which is suitable to obtain the intended economic purpose of this Agreement safeguarding the positions of interest of the contracting parties.
- 7.4 This Agreement may not be changed modified or amended except by a written agreement signed by both parties to obtain legal force.
- 7.5 This Agreement shall be construed and interpreted in accordance with the laws of the Federal Republic of Germany and the appropriate courts of Munich shall have jurisdiction. Notwithstanding the foregoing, Licensor is also free to bring legal action against the Licensee at Licensee's main place of business in which event the Agreement shall be deemed to be construed under the laws of such country.

Ceska televize

City, Date	Prague,
Signature	
Name	Alena Blahošová
Title	Head of Acquisition

Autentic GmbH

City, Date	Oberhaching,
Signature	
Name	Patrick Hörl
Title	Managing Director