

# License & Fee Agreement

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**Česká televize**

**Company ID number: 00027383**

and

**LEGO System A/S**

**Company ID number: 47458714**

## **Licence and Fee Agreement**

number

Subject matter of the agreement: Programme licence acquisition

Price or value: **3.800,- EUR**

Date of execution:

# License & Fee Agreement

This License & Fee Agreement (hereafter the "**Agreement**") is entered into this 27 day of June, 2017 (hereinafter the "**Effective Date**") by and between LEGO System A/S ("**Licensor**") and Česká televize ("**Licensee**") with respect to the licensing of a television broadcast(s) as described below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

The Basic Terms together with the Standard Terms and Conditions ("**Standard Terms**") set out in **Appendix A**, Delivery Specifications set out in **Appendix B**, Licensor's Trademark Guidelines attached as Appendix C, and LEGO Advertising Guidelines set out in Appendix D, form and are incorporated into this Agreement between Licensor and Licensee. In the event of inconsistency between the Basic Terms and Standard Terms, the Basic Terms shall prevail.

## **BASIC TERMS**

### 1. THE PARTIES

Licensor:

LEGO System A/S  
Åstvej 1  
DK-7190, Billund  
Denmark

Identification Number:

Licensor Contact:

Licensee: Česká televize / Czech Television  
Public company established by the Czech  
Television Act No 483/1991  
Kavčí hory, Na Hřebenech II 1132/4  
140 70 Praha 4, Czech Republic

VAT: CZ00027383

Identification Number: 00027383

Kavčí hory, Na Hřebenech II 1132/4  
140 70 Praha 4, Czech Republic

### 2. THE LICENSED EPISODES

TITLE (Programs/Episodes)

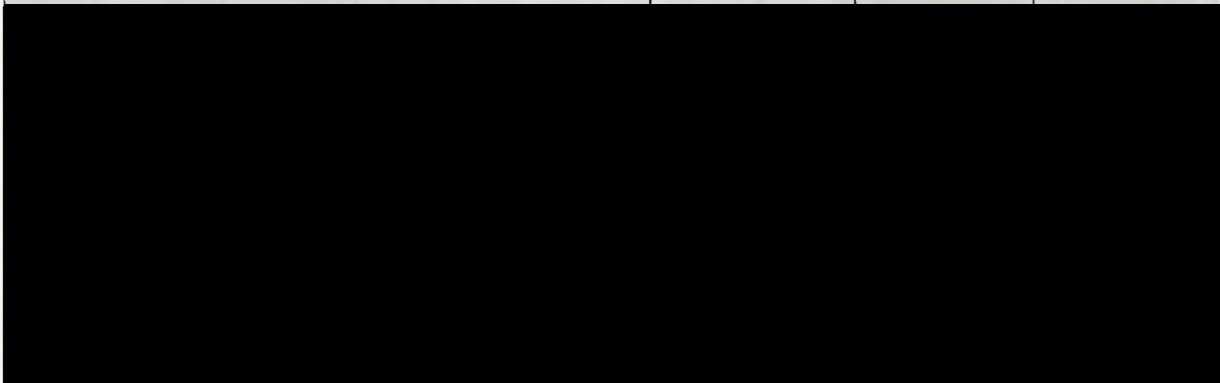
# License & Fee Agreement



### 3. LICENSE PERIOD

License Period: One (1) year from License Start Date

TITLE	EPISODE NUMBER	LICENSE START DATE	LICENSE END DATE
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For the avoidance of any doubts it is hereby stipulated that the Licensee shall be authorized to transmit the Program simultaneously on all Licensee owned and operated channels, in which case such transmission shall be considered as one (1) run.

### 4. LICENSE CONSIDERATION

TITLE (Programs/Episodes)	Fee per Episode	Total
[Redacted]		
[Redacted]		
[Redacted]		
<b>Total Fee (the "License Fee"):</b>	€3.800,-	

### 5. LICENSED MEDIA RIGHTS (the "Licensed Rights"):



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**Exclusive Free TV Rights**; the right to make the Program available to the public via linear broadcast, satellite cable and/or similar technical means via the Licensed Service (defined as part of the Basic Terms) on a free basis.

**“Promotional Rights”**; the right to promote the Program in a customary way, including the right to use excerpts, not to exceed five (5) minutes in length, for promoting the Program, the Licensed Service, as well as Licensee’s products and services, including the right to make, copy and distribute summaries, short printed publications and/or advertising material from the Program, subject to Licensor’s approval and subject to the Standard Terms.

## 6. LICENSED SERVICE

The **“Licensed Service”** is any linear and/or non-linear program service that is owned, operated, controlled, branded, and programmed, in whole or in part, by Licensee which makes the Programs accessible solely in the Territory. To clarify, although a Licensed Service of Licensee could potentially utilize various media and means to distribute content to its viewers, that Licensed Service’s right to distribute Licensor’s Episodes or Programs (as applicable) under this Agreement shall be strictly limited only to the scope, media, and means as indicated herein, including without limitation with respect to the application of the Licensed Rights.

## 7. LICENSED TERRITORY:

Territory	Licensed Rights	Languages
[REDACTED]	Per Licensed Rights as indicated above.	[REDACTED]

## 8. REVENUE SHARE

n/a

## 9. HOLDBACKS

n/a





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## 10. MATERIAL

**Master Material:** To be delivered at Licensor's cost in accordance with the Delivery Specifications set out in Appendix B. The delivery date for the Master Material shall be no later than: 30 days after signature of the Agreement, with the exception of episodes still in production stage.

**Promotional Material:** To the extent available, reproduction quality photos and show logo in format .jpg., .tif., or .eps.; Artwork and display materials; Scripts (continuities) in English; a list of Show titles; Synopses for Production and each Episode; summaries for Production and each Episode; Character descriptions; Style Guide; EPK if and as available.

**Music Cue Sheets:**, lists of musical compositions and recordings contained in the Episodes ("**Music Cue Sheets**").

Promotional Material (to be delivered in Czech and original languages) and Music Cue Sheets (in English only), shall be delivered free of charge within fifteen 15 days of signature of the Agreement directly to [REDACTED] and is:

- to be retained by Licensee, but Licensee shall have no right to exploit the Master Material and Promotional Material after the expiration of the applicable license term.

## 11. LANGUAGE VERSIONS:

All Master and Promotional Material to be delivered by Licensor in the following language(s):

- Czech Versions for: [REDACTED]  
Subject to this Agreement, Licensee is entitled to exploit only the original language version (as part of simulcast) and in the Czech language (the "**Authorized Language**") language versions of the Programs.

## 12. TERMS OF PAYMENT

The License Fee shall be paid according to the following schedule:

[REDACTED]

(All instalments are subject to invoice and signature of this Agreement.)

Purchase Order Numbers:

All invoices sent to Licensee will include a Purchase Order number ("**PO number**"). Licensee contact for Purchase Order numbers: [REDACTED]

Name of Customer: Ceska televize

Att. Person: [REDACTED]



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Address: Na Hřebenech II 1132/4, Praha 4

Postal Code: 140 70

City: Praha 4

Country: Czech Republic

[REDACTED]  
Email: [REDACTED]z

The Licensor acknowledges to be the beneficial owner of the License Fee.

Timely payment is conditioned upon receipt of the valid confirmation of Licensor's residency issued by the appropriate Tax Authority.

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 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.

## 13. SPECIAL PROVISIONS

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 (2) counterparts and the Licensor shall receive one (1) counterpart.

**Confidentiality:** Notwithstanding any other provision in this Agreement, 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



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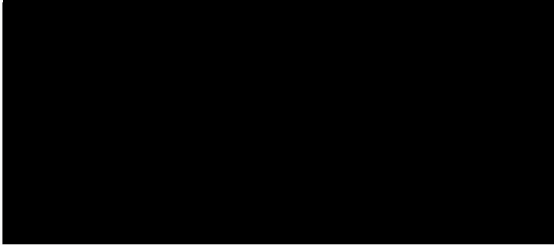
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(with the exception of information marked by the Licensor as its trade secret); (iii) that a contracting party provides or makes public based on a legal regulation or enforceable decision of a court and/or authorized administrative body; and (iv) that 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. After publication of the Agreement pursuant to the Act on Registration of Agreements, 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 eighty (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.

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Česká televize  
(Licensee"



Head of Acquisitions

Dated

- 7 -08- 2017

LEGO System A/S  
(“Licensor”)



Senior Vice President

Dated

10/8/2017



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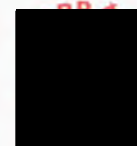
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## Appendix A

### Standard Terms and Conditions

#### 1. Grant of License.

- a. If used herein, the terms set forth in this paragraph shall be defined as follows. The “Episodes” are each twenty-two- (22) minute animated episodes (each an “**Episode**”) of the programs set forth in the Basic Terms (the “**Programs**” and each a “**Program**”). “Shorts” are each three- (3) or five- (5) minute animated episodes (each a “**Short**”) of the Programs. “**Newly Licensed**” refers to an Episode that is being licensed by Licensee for the first time. “**Relicensed**” refers to an Episode previously licensed by Licensee for which the license is being renewed and/or extended under this Agreement.
- b. In exchange for the License Fee, or the actual provision by Licensee of alternate forms of License Consideration if stated in the Basic Terms, Licensor hereby grants to Licensee the non-transferable, revocable Licensed Rights, subject to the Holdbacks set forth in this Agreement, to transmit, display and exhibit each Episode in its entirety on the Licensed Service in the Territory, during the License Period (defined as part of the Basic Terms), in accordance with the terms of this Agreement (the “**License**”). The Licensed Rights are further subject to the following requirements:
  - i. Except as necessary to broadcast and/or promote the Programs, Licensee shall not allow any materials incorporating the Programs or any portions thereof to leave its possession, custody and control.
  - ii. Licensee shall ensure that best territorial blocking technology measures (such technology commonly referred to as “geo-blocking technology”) are used so that the Episodes and any related elements are capable of being received and viewed within the Territory only. Licensee shall use best efforts to ensure that the geo-blocking technology employed in connection with the exercise of its other rights under this Agreement meets the geo-blocking standards generally accepted for its local broadcast industry.
- c. Licensee shall broadcast in connection with each Program copyright notices furnished by Licensor. Licensee shall not authorize or permit any copying or duplication of any of the Programs, except as necessary for Licensee to broadcast and promote the Program.
- d. Since the Licensee has agreed not to license and exploit any catch up rights, this wording in d-j is not applicable. If the License includes the right for Licensee to make the Episodes available for viewing via the Internet, wireless and any other platforms (collectively, “**Authorized Content**”), then ALL of the following shall apply concerning such Authorized Content:
- e. Licensee shall only allow Authorized Subscribers to access and view Authorized Content for the applicable License Period. “**Authorized Subscribers**” means only viewers that Licensee verifies, through the Authentication Process, are both (i.e., both requirements apply): (a) customers in good standing of the Licensed Service, and (b) customers that subscribe to the Licensed Service’s linear service corresponding to the Episodes that such customer has selected to view. “**Authentication Process**” means a mechanism by which



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Licensee will validate viewers as being Authorized Subscribers, including by way of example only, through the inputting and cross-referencing of viewer credentials (e.g., subscription account number, user name and/or password)).

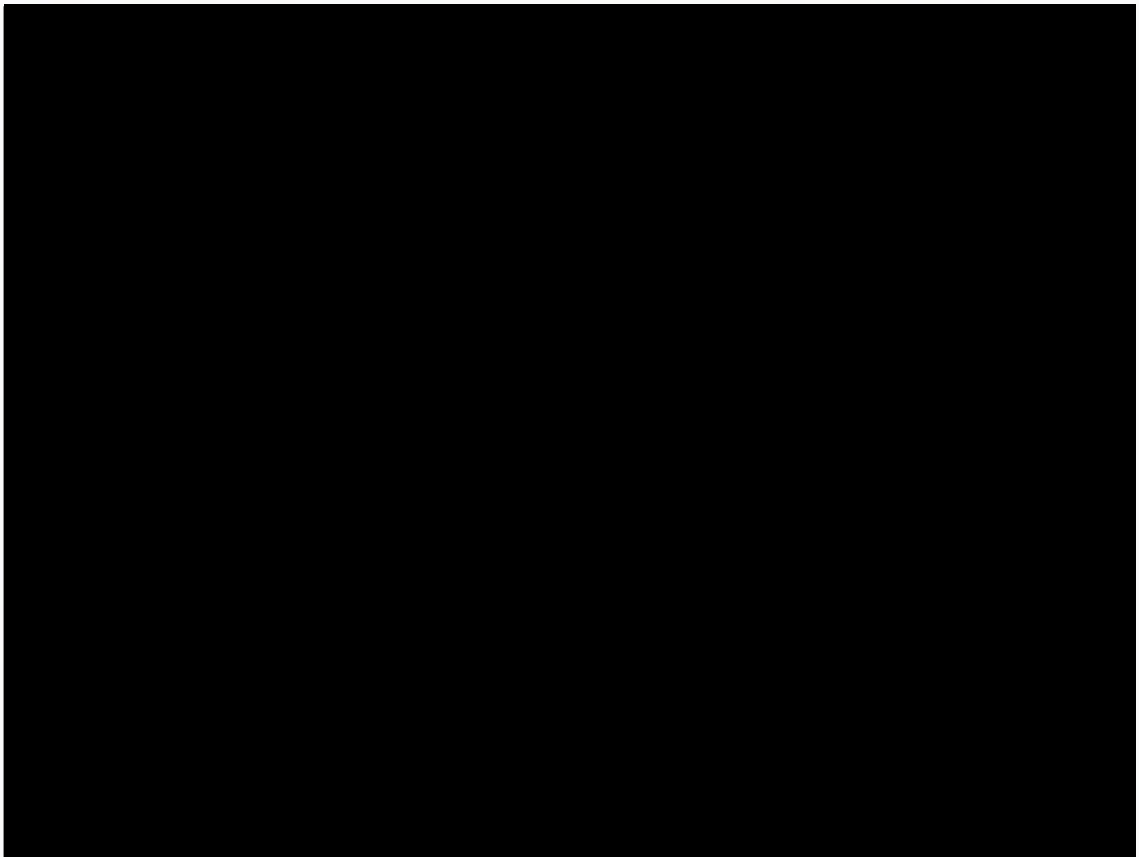
- f. Authorized Content may be copied and stored by Licensee as required in order to make the Authorized Content available to Authorized Subscribers only.
  - g. Licensee warrants Licensee shall implement, and for all times pertinent to this Agreement update and maintain, the Authentication Process.
  - h. In order to make information concerning Authorized Content accessible to Authorized Subscribers (e.g., to make information accessible as a result of an Authorized Subscriber's search query), Licensee may cache, index and search such cached versions of the Authorized Content.
  - i. Solely for technical purposes as necessary to make the Authorized Content accessible to Authorized Subscribers, Licensee may re-scale the frame size, modify the encoding rate and/or modify the file format of the Authorized Content to that suitable for the device on which the Authorized Content will appear in each case.
  - j. If the License includes the right for Licensee to make the Episodes available for viewing via an unauthenticated basis on a given non-linear Internet or wireless platform, then Licensee shall not make more than three (3) such Episodes available at a given time.
2. Reservation of Rights. Licensors reserves exclusively all rights to the Episodes not specifically granted in this Agreement.
  3. License Consideration. As consideration for the License, Licensee agrees to pay the License Fee or otherwise provide Licensors with the License Consideration in the amount and otherwise according to the terms set forth in the License Consideration section of the Basic Terms and the relevant requirements of these Standard Terms.
  4. Withholding Tax & Certificate of Residency
    - a. All payments made under this Agreement shall be free and clear of any and all taxes, duties, levies, fees or other charges, except for withholding taxes. Where any sum due to be paid to Licensors is subject to any withholding tax, Licensors and the Licensee shall use all commercially reasonable efforts to do all such acts and things and to sign all such documents as will enable them to take advantage of any applicable Double Taxation Agreement or Treaty. In the event there is no such applicable Double Taxation Agreement or Treaty, or if an applicable Double Taxation Agreement or Treaty reduces but does not eliminate such withholding tax, the Licensee shall deduct any withholding taxes from payment and pay such withholding tax to the appropriate government authority, deduct the amount paid from the amount due to Licensors and secure and send to Licensors the best available documentation of such payment.
    - b. Licensee shall provide Licensors with an original tax certificate or other such documentation evidencing the withholding tax payment and the correct correspondence between the amounts withheld and the amount paid as withholding tax to the local Tax Authority. Such documentation shall be provided to Licensors as soon as it is available or latest on Licensors' written request; should Licensee fail to provide such documentation in proper time or should such documentation not correspond to the withheld and paid amounts or not

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correspond with the requirements of Licensor's tax authorities, Licensor shall be entitled to invoice Licensee the amounts of withholding taxes not recovered by Licensor.

5. Delivery. Licensor shall deliver the Episodes to Licensee in accordance with the delivery schedule attached hereto as Appendix B.
6. Advertising and Promotion/Promotional Support.
  - a. Licensor may deliver to Licensee, at Licensee's expense, advertising and promotional materials owned or controlled by Licensor for the applicable Episodes, if any. Licensor hereby grants to Licensee the right to use said advertising and promotional material, Licensee's own created advertising and promotional material, clips, stills, the title of the Episodes, names and likenesses of artists, and such other trademarks and trade names as may be associated with the Episodes in connection with the advertising and promotion of the Episodes, Licensee and the Licensed Service by any and all methods and in any and all media now known or hereafter devised (including, without limitation, Internet and online media); provided however, that any use by Licensee of Licensor's trademarks and logos, which may only be used by Licensee if such trademarks and logos appear directly in or on the Programs themselves (collectively, the "**LEGO Marks**"), shall at all times conform to both the LEGO IP Standards as set forth in these Standard Terms and Conditions below and the Licensor's "Trademark Guidelines" attached hereto as Appendix C. The copyright line for the Episodes is as follows:





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7. Holdbacks. Licensor retains exclusively all rights to the Program not specifically granted herein and may exploit such rights at any time unless otherwise detailed in this Agreement.
  
8. Editing & Reporting.
  - a. Licensee shall ensure that the Programs are broadcast only in the precise form delivered by Licensor subject to modification for timing purposes, to conform to time segment requirements, applicable laws or regulations, established telecast policy and standards and practices (provided that Licensee shall obtain Licensor's approval before making any such edits that would materially alter the core storyline).
  - b. Except as specifically authorized by Licensor, Licensee shall not make any cuts, changes, or insertions in any of the Programs, except for the insertion of promos, commercials, dubbing and/or subtitling as set forth herein and required by censors and regulators. Licensee shall have the right to insert commercials within the natural breaks of the Episodes provided that such commercials adhere to the LEGO Advertising Guidelines attached hereto as Appendix D. Licensee shall broadcast in connection with each Program copyright notices furnished by Licensor, however the Copyright notice must be in the form stipulated in section 6 of these Standard Terms and Conditions.
  - c. Licensee shall not authorize or permit any copying or duplication of any of the Programs, except as necessary for Licensee to broadcast and promote the Programs.
  - d. Except as necessary to broadcast and/or promote the Programs, Licensee shall not allow any materials incorporating the Programs or any portions thereof to leave its possession, custody and control.
  
9. Dubbing
  - a. Licensee shall be permitted to exhibit the Episodes in the original language, dubbed and/or subtitled into the Authorized Language.
  - b. If Licensor is providing a dubbed version of the Program(s) to Licensee, Licensor shall deliver an original Master, as well as the dubbed version(s) and any version already dubbed by Licensor that Licensee requests in the Authorized Languages free of charge subject to no further consideration. (the "**Licensor Translated Version(s)**"). Licensee's license to use the Licensor Translated Version(s) granted herein is non-transferable to third parties, and Licensee shall not transfer copies of the Licensor Translated Version(s) to any third party whatsoever. Licensor is the sole and exclusive owner of all rights in and to the original Master and the Licensor Translated Version(s) of the Program(s). Licensor hereby represents that it obtained all necessary consents from persons participating on creating of the Licensor's Translated Versions and that it obtained from all authors, performers or other persons participating on production of the Licensor's Translated Versions all necessary rights (except for the rights of authors of music works included in the Licensor's Translated Versions represented by a performing rights society). Licensor further

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warranties that all justified claims of all right holders participating on production of the Licensor's Translated Versions were settled except for rights of authors of music.

- c. If Licensee creates a dubbed version of the Program(s) in accordance with such license granted hereunder, Licensee shall create at its sole cost and expense dubbing tracks and/or subtitles in the Authorized Language(s) (separately and together the "**Licensee Translated Version(s)**"). The selection of all vocal artists for the voice over(s) in the dubbed materials shall be subject to the prior written approval of Licensor.
- d. Notwithstanding anything to the contrary herein, Licensor shall own all rights including copyright in all translations of story lines, titles, dialogue, characters, place names and lyrics embodied in the Licensee and/or Licensor Translated Versions and embodied in the dubs and/or subtitles produced by Licensee and/or Licensor hereunder. Licensor is and shall remain the sole owner in all story lines, titles, dialogue, characters, place names and lyrics embodied in the original Master version of the relevant Episodes. Licensee shall not have any right to exploit, use or distribute or make any other uses whatsoever of the Licensee Translated Versions and/or the Licensor Translated Versions and/or the story lines, titles, dialogue, characters, place names and/or lyrics embodied in the dubs and/or subtitles except as expressly granted hereunder or as otherwise expressly granted by Licensor in writing. Licensee is entitled to use the dubs and/or subtitles created by Licensee for use in the Licensee Translated Version(s) of the Program(s) to exploit its own broadcasting rights in accordance with the License granted under this Agreement.
- e. Licensee shall send a copy of the Licensee Translated Version(s) within thirty (30) days of Licensor's notice that it wishes to access and/or use a Licensee Translated Version(s). Each party (only to the extent that such party produces a translated version) hereby represent that the producing party will obtain all necessary consents from persons participating on creating of the translated versions and that the producing party will obtain from all authors, performers or other persons participating on production of the translated versions all necessary rights for worldwide unlimited exploitation (except for the rights of authors of music works included in the translated versions represented by a performing rights society).

## 10. The LEGO Trademarks, Copyrights and other Intellectual Property (collectively, "**LEGO IP Standards**").

- a. Licensee agrees that each use of the LEGO Marks shall bear the proper trademark notice indicating either their registration status with the USPTO (i.e. the ® symbol) or their designation as a trademark by the LEGO Group (i.e. the ™ symbol). Further, Licensee shall cause the following legal line (or such other form as Licensor may hereafter designate, for prospective implementation, by notice to Licensee) to appear wherever the LEGO Marks and the copyrighted content are displayed:  
"The LEGO wordmark, the LEGO logo, the LEGO [Program] logo, the brick and knob configuration and the MiniFigure figurine are trademarks of and © The LEGO Group. All Rights Reserved."



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- b. It is expressly understood that the LEGO Marks shall not be displayed on materials that, in Licensor's sole discretion, are vulgar, violent, obscene, sexually explicit, and/or do not adhere to Licensor's Advertising Guidelines.
- c. Licensee acknowledges that Licensor owns the LEGO Marks and agrees that it will do nothing inconsistent with such ownership and that all uses of same shall inure to the benefit of and be on behalf of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the LEGO Marks other than the right to use the LEGO Marks in accordance with this Agreement. Licensor shall at all times, anywhere in the world, and whether or not in competition with Licensee, have the right to use and/or authorize the use of the LEGO Marks, or any portion thereof, in any way Licensor may desire.
- d. Licensee shall, to the fullest extent permitted by law, indemnify and hold Licensor, its parents, subsidiaries and affiliated companies, successors and assigns, and each of its and their officers, directors, agents and employees harmless from any and all expenses, liabilities, damages, costs, liens, penalties and losses whatsoever, including, without limitation, attorneys' fees, arising out of any claims, demands, counterclaims, actions, lawsuits or judgments, whether threatened or actual, arising out of or relating to Licensee's use of the materials or the LEGO Marks, or any breach by Licensee of its obligations, agreements, representations or warranties hereunder.
- e. When Licensee learns that a third party is making unauthorized uses of the LEGO Marks or the Programs, or any portion thereof, Licensee shall promptly give Licensor written notice giving all of the information of which it is aware with respect to the actions of such third party. Licensee agrees not to make any demands or claims, bring suit, effect any settlements, or take any other action against such third party without the prior written consent of Licensor. Licensee agrees to cooperate with Licensor, in connection with any action taken by Licensor to terminate infringements.

## 11. Music Cue Sheets; Performing Rights.

- a. Licensee shall furnish the Music Cue Sheets (identified in the Basic Terms and Appendix B) to all applicable performance rights society(ies) throughout the Territory not later than sixty (60) days following Licensee's transmission, display, exhibition, or other exploitation via the Licensed Service of each of the Episodes.
- b. Licensee (including any Licensed Service) shall be responsible for covering amounts paid or payable to so-called "performing rights organizations" of any form for any utilization, exhibition, performance, display, transmission, or other use of the Programs or Episodes, including in the Licensed Territory across any Licensed Rights, as typically managed through musical composition and recorded sound master performance organization blanket licenses (e.g., AGICOA, KOMCA, JSRAC, IRRO, GEMA, PRS, ALCS, and similar organizations comparable to SoundExchange, SESAC, BMI, or ASCAP in the United States), but without such payment direct to Licensor.

## 12. Termination



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- a. A Party may terminate this Agreement by sending a written notice of termination to the other Party in the event that:
  - i. The other Party commits a material breach of this Agreement and fails to cure such a breach within a thirty (30) day period starting from the date on which the breaching Party receives a notice for cure from the non-breaching Party; or
  - ii. Licensee fails to make punctual payments or provisions of other consideration according to this Agreement and Licensor provides Licensee with written notice of this failure and Licensor's intention to terminate. Licensee shall have a thirty (30) day cure period to rectify this failure from receipt of written notice and if Licensee fails to rectify in that time, then this Agreement shall automatically terminate upon the expiration of the cure period; or
  - iii. (i) Licensee goes into voluntary or involuntary liquidation, or (ii) is declared insolvent either in bankruptcy or other legal proceedings (whereby it is understood that Licensor may terminate this Agreement upon the opening of any such proceeding), or (iii) 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 (iv) a receiver is appointed over the whole or part of Licensee's business or (v) Licensee actually discontinues its business.

## 13. Effect of Termination

- a. In the event of termination or expiration of this Agreement for any reason:
  - i. all rights granted to Licensee under this Agreement shall automatically revert to Licensor;
  - ii. all monies paid to licensor relating to the Program(s) shall remain Licensor's property unless the Agreement was terminated by Licensee due to the substantial breach of the Agreement by Licensor; in such case the Licensee shall be entitled to receive the License fee back to for all unused granted rights;
  - iii. Licensee shall immediately and permanently discontinue broadcasting or otherwise using the Programs, Episodes, Authorized Content and the Materials;
  - iv. Licensee shall immediately and permanently discontinue using the LEGO Marks;
  - v. Licensee shall immediately terminate all agreements with third parties which relate to the Programs;
  - vi. any Material delivered to Licensee shall be returned to Licensor no later than thirty (30) days after termination or expiration of the Agreement; and
  - vii. any Episodes lent to Licensee under this Agreement shall be returned to Licensor no later than thirty (30) days after termination of this Agreement.
- b. Termination of this Agreement under the Standard Terms or the provisions set forth elsewhere in this Agreement shall be without prejudice to any rights or claims which Licensor may otherwise have against Licensee.

14. Assignment. Licensee shall not assign any or all of its rights and obligations hereunder to any person, firm or entity without the prior written consent of Licensor. Any purported assignment without such prior written consent shall be null and void and of no force and effect. Licensor shall be allowed to freely assign any or all of its rights and obligations hereunder to any person, firm or



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entity within the [REDACTED] or within the LEGO Group of companies, without the prior written consent of Licensee, at any time.

15. Notices.

- a. Any notices given hereunder shall be in writing and shall be given by personal delivery, mail, or facsimile at the respective addresses of the parties herein below set forth, or such other addresses as may be designated in writing by either party to the other party in the manner specified herein for notice.

If to Licensee:

[REDACTED]

Delivery of Materials:

[REDACTED]

Invoices to Licensee:

faktury@ceskatelevize.cz

If to Licensor:

LEGO System A/S

[REDACTED]

With a Copy to:

LEGO Systems, Inc.

[REDACTED]

Attn: Corporate Counsel, IBLE

- b. Any notices sent as provided herein, if by mail, shall be sent via certified or registered mail, return receipt requested or the local equivalent thereof. All notices mailed shall be deemed effectively given on the fifth day after mailing; all notices delivered by personal delivery shall be deemed effectively given on the date of delivery; and all notices transmitted by facsimile shall be deemed effectively given on the date of transmission and confirmed answer back or delivery.

16. Confidentiality. This Agreement is strictly confidential and neither party shall disclose the existence or contents of this Agreement to any third party, other than as required by law.





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17. Publicity. Licensee and its officers, employees, agents and representatives will not make any announcements, issue any press releases or otherwise make public information regarding the terms of this Agreement, the performance of the Episodes on the Licensed Service, or the parties' relationship without first obtaining Licensor's prior written consent, which shall not be unreasonably withheld.
18. Relationship of the Parties. Nothing contained herein shall be deemed or construed to make Licensor or Licensee the agent or partner of the other in legal meaning.
19. Governing Law. To the exclusion only of the provisions of the United Nations Convention of Contracts for the International Sales of Goods (CISG), this Agreement shall be governed by, and construed in accordance with, the laws of the Kingdom of Denmark, excluding any law regarding conflict of laws, which defers to the laws of a different jurisdiction. Any dispute, trouble or claim arising out of or in connection with this Agreement, which cannot be solved through good faith negotiations between the Parties, shall be heard and determined by the Sø- og Handelsretten (Marine and Commercial Court) in Copenhagen, and the subsequent court of appeal, which courts shall have exclusive jurisdiction over such dispute, trouble or claim. Notwithstanding the above, Licensor is entitled to elect to take legal action against Licensee in Licensee's venue. This clause shall survive termination of this Agreement.
20. Miscellaneous Terms.
  - a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall be deemed non-precedential with respect to any future agreements between the parties. This Agreement may not be amended, modified or altered in any manner, unless such amendment, modification, or alteration is in writing and is signed by duly authorized representatives of the parties. Upon execution by both parties, this Agreement shall be a binding contract.
  - b. This Agreement may be executed in identical duplicate counterparts, each of which, when so executed, shall be deemed an original, but both of which shall constitute one and the same agreement.
  - c. Except as otherwise provided in this Agreement, the terms, provisions, covenants, representations, warranties and indemnities contained in this Agreement which by their nature, sense and context survive or are expressly intended to survive the expiration of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire.



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## Appendix B

### Delivery Specifications

1. Licensor shall deliver to Licensee, free of charge, , a new, broadcast quality HDCAM master PAL 16:9 or a digital file of the uncut version of each Episode in high definition format, in the original and Czech version The masters provided hereunder shall conform to the content guidelines and technical specifications required by the Licensee (as detailed below )and shall include closed-captioning (including the corresponding electronic file), video description tracks, and separate tracks in the Authorized Languages. Shipping costs shall be born by Licensee.
2. The Licensee undertakes to carry out a technical check within thirty (30) days after the delivery. Materials supplied by the Licensor shall be in first class condition and shall correspond to the technical standard required by the Licensee. In case the Materials are not physically suitable for broadcast and the Licensee has notified the Licensor within the thirty (30) day period and has provided a technical report specifying in detail the technical defect which renders the Materials technically unusable for broadcast then the Licensor shall remedy the defect and shall provide the Licensee with such replacement materials within fourteen (14) business days since the delivery of the notification of the unsuitability. Failing such replacement, contracting parties may mutually agree on a substitute program to be furnished to the Licensee. Otherwise the Licensee shall have a right to terminate this Agreement. The cost of replacement materials, delivery included, will be paid by Licensor
3. Licensor shall deliver to Licensee, concurrently with Licensor's delivery of the Episodes to Licensee free of charge without further consideration: (i) English language dialogue in stereo; (ii) music and effects; (iii) a music cue sheet for Licensee's mandatory use (as identified in the Basic Terms and as provided in the Standard Terms); (iv) a copy of the English-language script (including dialogue continuity); (v) format sheets that include the Program title, Episode numbers (as applicable), Episode title information, timecode in/out and duration information for every event on the master (i.e., bars and tone, slate, content segments, black between content segments, end credits, textless materials, etc.) (also known as "rundown" sheets); (vi) graphics timing sheets; (vii) electronic credit files; and (viii) pronunciation guides, if applicable. (viii) promotional materials (synopsis, photos, running orders)





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Czech TV Technical Specifications						
		SD	HD	SD	HD	NOTE
1	<i>File Container</i>	MXF	MXF	QT	QT	
2	<i>Video Codec</i>	IMX D-10	XDCam HD 422	ProRes 422	ProRes 422	
3	<i>Video Bitrate</i>	50 Mb/s	50 Mb/s	41Mb/s and higher	122Mb/s and higher	
4	<i>CBR/VBR</i>	CBR	CBR	VBR	VBR	
5	<i>Frame Rate</i>	25	25	25	25	
6	<i>Aspect Ratio</i>	4:3, 16:9	16:9	4:3, 16:9	16:9	
7	<i>Resolution</i>	720x576	1920x1080	720x576	1920x1080	
8	<i>Color Sampling</i>	4:2:2	4:2:2	4:2:2	4:2:2	
9	<i>Interlaced / Progressive</i>	Same as Source	Same as Source	Same as Source	Same as Source	
11	<i>Audio Codec</i>	PCM	PCM	PCM	PCM	
12	<i>Audio Channels</i>	4 ( 2 x stereo )	4 ( 2 x stereo )	4 ( 2 x stereo )	4 ( 2 x stereo )	If MONO 1=2, 3=4
13	<i>Sample Frequency</i>	48 kHz	48 kHz	48 kHz	48 kHz	
14	<i>Audio Bit Depth</i>	24	24	24	24	
15	<i>Audio Channels 1,2</i>	Original MIX	Original Mix	Original MIX	Original Mix	
16	<i>Audio Channels 3,4</i>	M&E	M&E	M&E	M&E	
17	<i>Color Bars / Test Tone</i>	NO	NO	NO	NO	
18	<i>Time Code Start</i>	10:00:00:00	10:00:00:00	10:00:00:00	10:00:00:00	



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## Appendix C

### LEGO Trademark Guidelines

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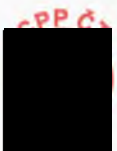
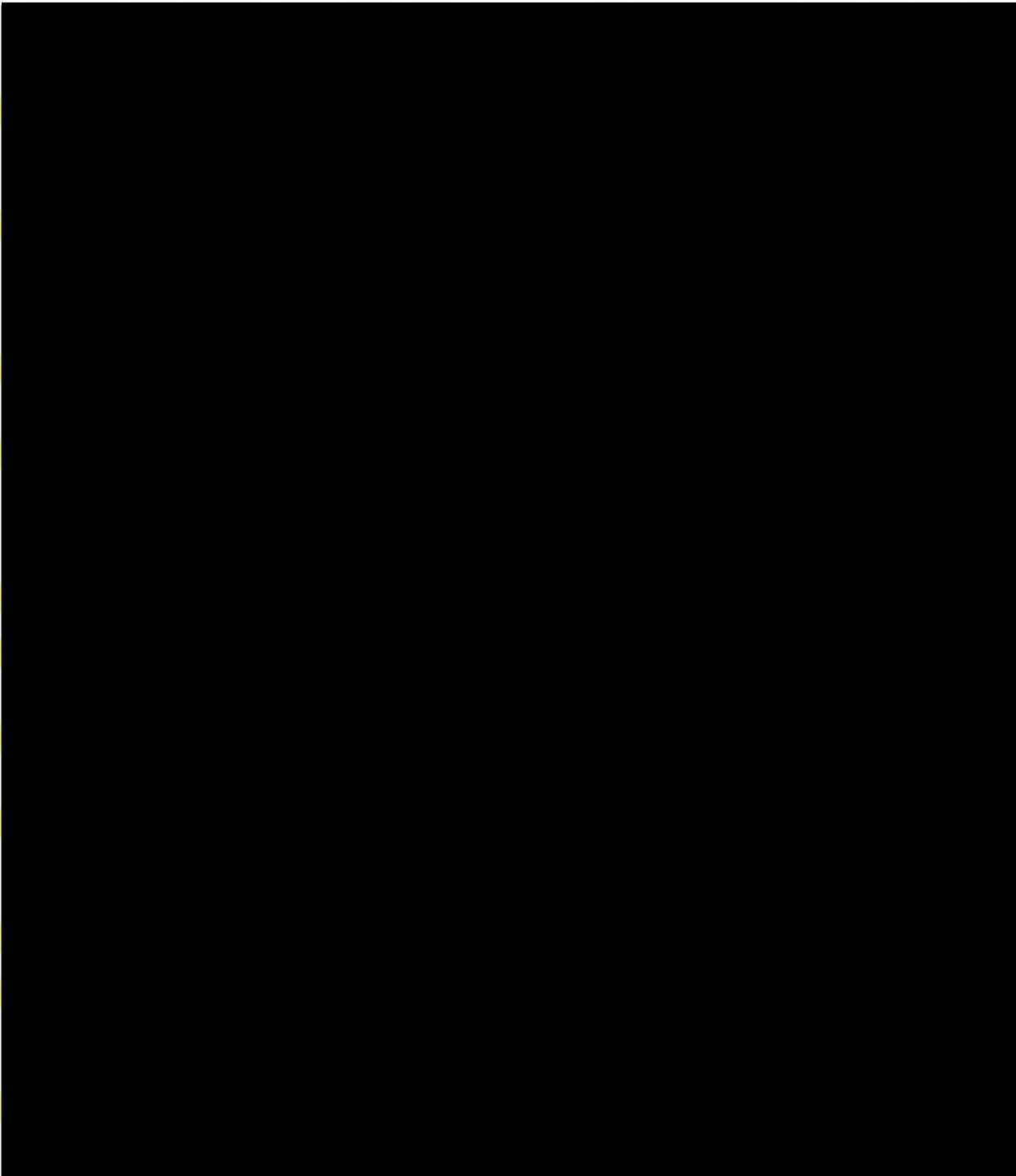
8.

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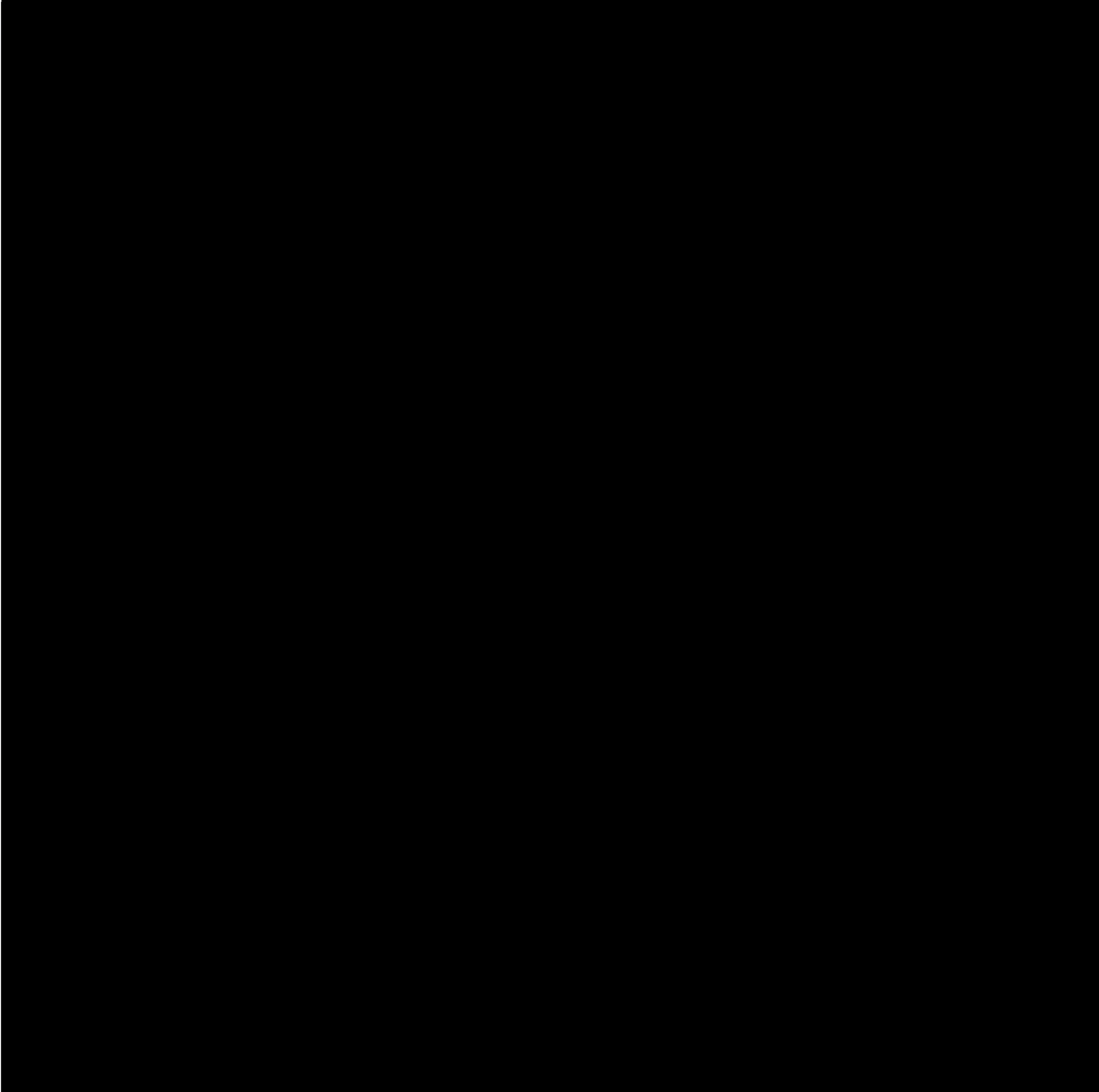


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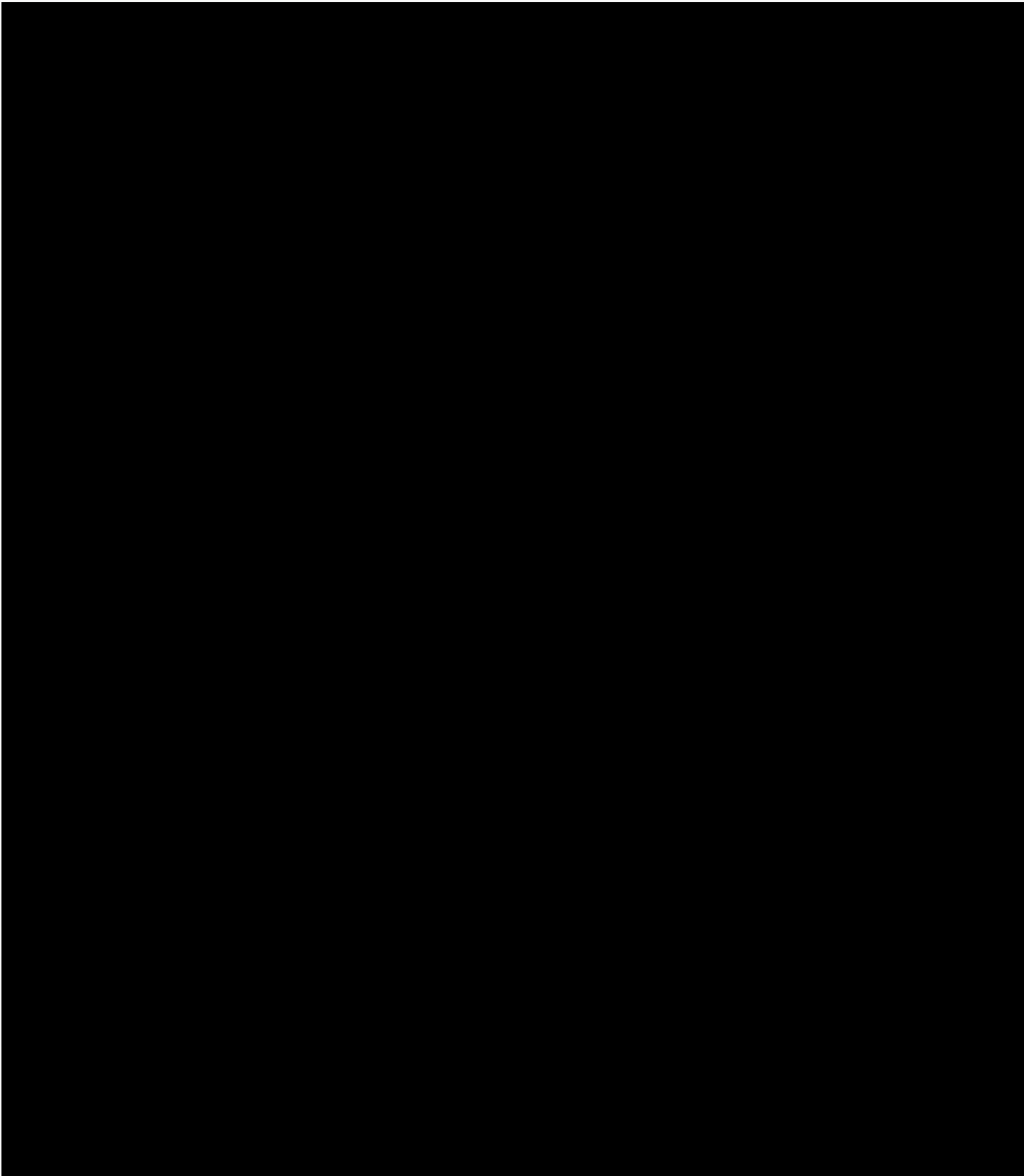
## Appendix D

### LEGO Group's Advertising Guidelines



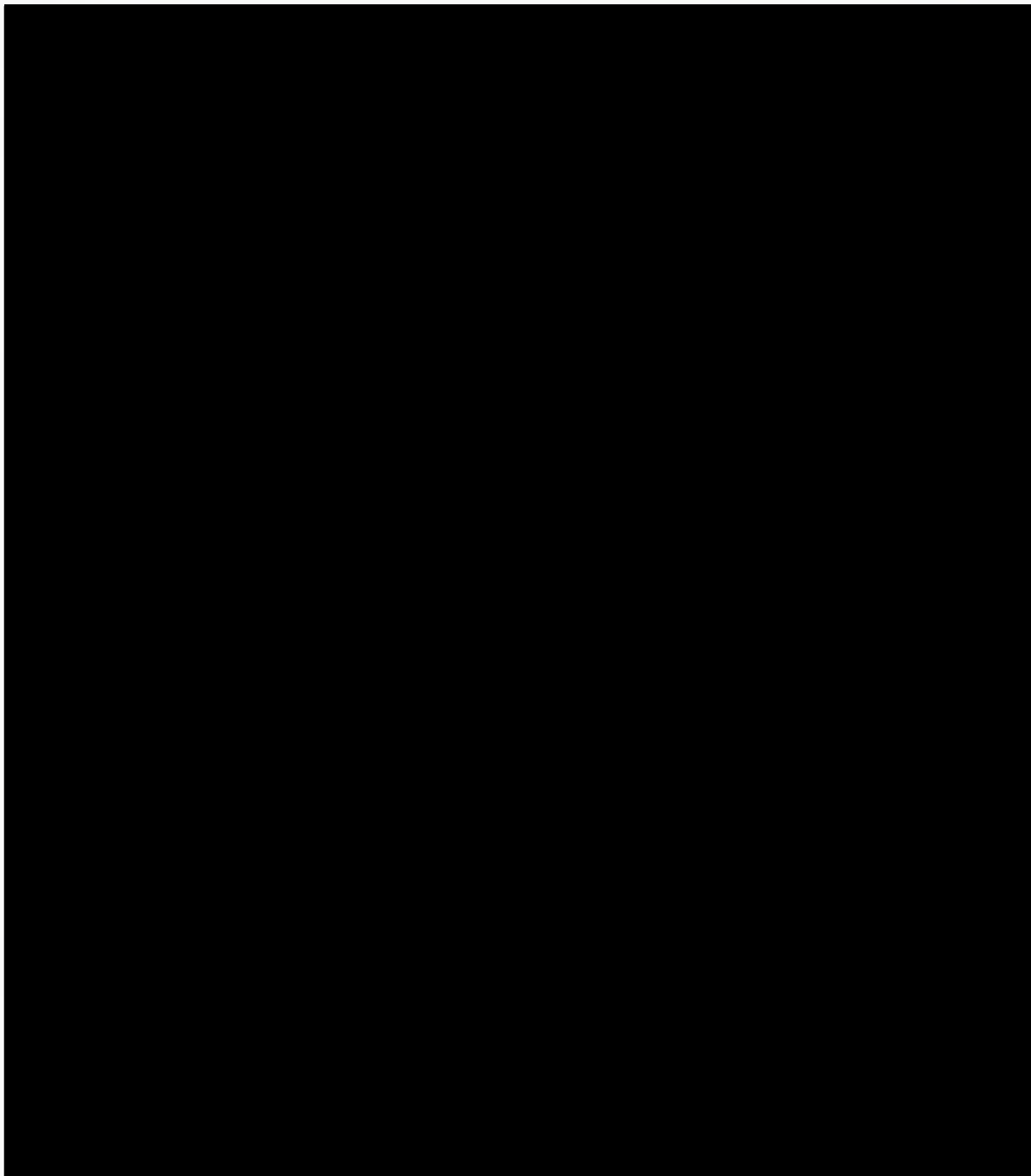
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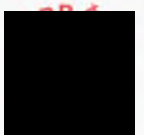
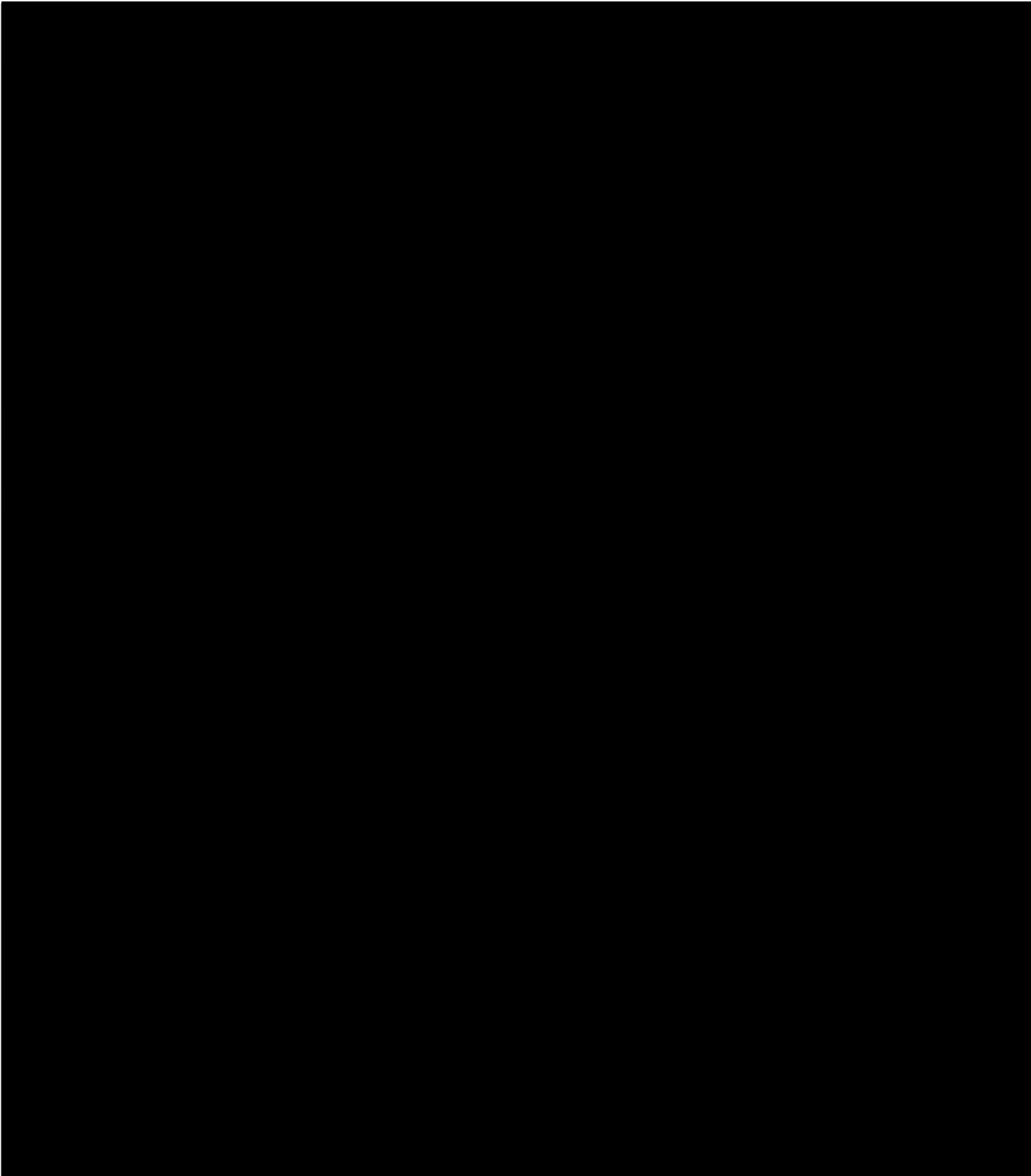
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