

19 July 2017

MEDIA LICENSE AGREEMENT

[Redacted]

<u>PARTIES</u>		
„Licensor“/ „U! Sports“	(1)	U! Sports GmbH , An der Alster 3, 20099 Hamburg/Germany Tax ID No.: DE 252125906
„Licensee“	(2)	Ceska Televize , Kavci hory, 14070 Praha 4/Czech Republic, company registration no.: 00027383 Tax ID No.: CZ00027383
<u>1 EVENT & PROGRAMME</u>		
„Event“	1.1	The Agreement shall relate to [Redacted]
Schedule	1.2	[Redacted]
[Redacted]	1.3	[Redacted]
„Programme“	1.4	The Agreement shall apply to the broadcasting packages as further defined hereunder: [Redacted]

[Redacted]

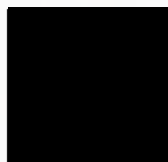
	2	<u>LICENSED RIGHTS</u>
License	2.1	Subject to the reserved rights and restrictions as defined in Clause 3 hereunder, Licensor hereby grants to Licensee the following Media Rights and Ancillary Rights (together "Licensed Rights") to the Programme.
"Media Rights"	2.2	Media Rights shall mean and include the right to exhibit and distribute the Programme by the Permitted Distribution within the Licensed Territory during the License Period.
"Permitted Distribution"	2.3	
Ancillary Rights / Limitations	2.4	
Exclusivity	2.5	The Media Rights are licensed on an exclusive basis in the Licensed Territory for the License Period.
	3	<u>RESERVED RIGHTS & RESTRICTIONS</u>
Limitations	3.1	
Betting Rights	3.2	
	3.3	



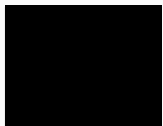
Pan-continental/ worldwide Programming	3.4	
News Access Rights	3.5	
Unsolicited Approach by Individuals	3.6	Due to applicable law, Licensor is not entitled to restrict any of its licensees to which it has granted Event-related media rights for any other country of the European Economic Area ("EEA") from exercising those rights to distribute coverage to individuals in the EEA who make an unsolicited approach in respect of that coverage and/or any channel or service which includes such coverage.
	4	<u>LICENSED TERRITORY</u>
"Licensed Territory"	4.1	Licensed Territory shall be the Czech Republic. Without prejudice to the generality of the Exclusivity granted in Clause 2.5, Licensee agrees and acknowledges that overspill may occur through third party broadcast of the Programme (including by any Permitted Distribution means) which are targeted at countries and tailored for audiences outside of the Licensed Territory being receivable within the Licensed Territory during the License Period.
Targeted Audience	4.2	Subject to Clause 4.3 Licensee shall ensure that (i) the broadcast of the Event including all Permitted Distribution means is targeted at and tailored for the Licensed Territory only and that access, reception and viewing of said broadcast is restricted to Licensed Territory at all times by employing appropriate technologies (e.g. geo-blocking, encryption), and (ii) its broadcast is not actively advertised and/or promoted outside of the Licensed Territory including any country within the EEA which does <u>not</u> fall within the Licensed Territory ("Prohibited EEA Country"), and that no individuals located outside of the Licensed Territory, including those located in any Prohibited EEA Country, are actively targeted with advertising and/or promotional materials for its broadcast.
Unsolicited Audience	4.3	Without prejudice to the generality of the aforementioned Clause 4.2 nothing in this Agreement shall prohibit or restrict the Licensee from distributing and/or selling its broadcast/programme to an individual located in a Prohibited EEA Country where such individual makes an unsolicited approach to the Licensee in respect of such programme and/or any channel or service which includes the programme.
	5	<u>LICENSED LANGUAGE</u>
"Licensed Language"		Licensed Language shall be Czech.
	6	<u>MINIMUM BROADCAST OBLIGATION</u>
		Licensee guarantees to broadcast the Programme on its channel CT Sport.



	7	<u>LICENSE PERIOD</u>
"License Period"		License Period shall commence on [REDACTED] and shall end on [REDACTED] if not terminated early in accordance with Clause 12 hereunder.
	8	<u>SUBLICENSING</u>
No sublicensing		Licensee is not allowed to sublicense the Licensed Rights to any third party.
	9	<u>LICENSE FEE & PAYMENT</u>
"License Fee"	9.1	In consideration for the Licensed Rights Licensee shall pay to Licensor the License Fee in the amount of EUR 10,000 (Euro ten thousand) net plus any fiscal charges levied thereon. The License Fee shall be paid into the Designated Account in accordance with the Payment Plan and after receipt of a corresponding invoice.
"Payment Plan"	9.2	EUR 10.000 on or before [REDACTED]. Applicable technical costs as set out in Clause 10.3 (if any) shall be paid in addition to the License Fee and in accordance with the payment terms stipulated in Clause 10.3.
Timely Payment	9.3	The Parties agree and acknowledge that timely payment is of essence of this Agreement and a condition for delivery of the Programme as stipulated in Clause 10 hereunder.
"Designated Account"	9.4	[REDACTED]
Withholding Tax	9.5	If Licensee is legally required to make certain withholdings in respect of any installment payment of the License Fee, the respective payment shall be grossed up so that the Licensor actually receives the net amount of the installment payment of the License Fee as set out above. Subject to Licensee furnishing Licensor with the required document, Licensor shall provide the Licensee as soon as practically feasible with an official certificate issued by the German taxation authorities documenting Licensor's tax residency and liability in Germany. Licensor acknowledges that it is the beneficial owner of the License fee.



Late Payment Consequences	9.6	<p>If there shall be any delay in the payment of any amount payable to the Licensor for any reason:</p> <p>(i) the Licensee shall pay interest thereon at eight per cent (8%) above the base rate defined from time to time by the German Bundesbank from the relevant due date until the date the outstanding amount is received in full. The foregoing shall be without prejudice to Licensor's other rights under this Agreement or at law; and</p> <p>(ii) Licensor shall be entitled to suspend the Licensed Rights and delivery of the Programme as stipulated in Clause 10 until full payment is received. During the time of a suspension Licensee's right to exercise all and any Licensed Rights shall forthwith be suspended and automatically revert back to the Licensor for unrestricted exploitation on a case-by-case basis within the Licensed Territory and Licensed Language.</p>
10		<u>DELIVERY OF THE PROGRAMME & EXTRA COSTS</u>
Delivery	10.1	Licensor shall deliver to Licensee on satellite accessible from the Licensed Territory the Programme complying with international satellite distribution standards. Licensee shall be responsible for accessing the Programme therefrom and bears all costs and risk for the Programme downlink and transportation.
Unilateral Services	10.2	Licensee may request unilateral services subject to availability and extra costs against rate card. Said services will be handled and organized individually by the international broadcast center (IBC) [REDACTED] and require advance booking.
Technical Costs		Applicable technical costs in connection with the delivery of the Programme on satellite pursuant to Clause 10.1 are included within the License Fee. Any technical costs incurred in connection with unilateral services shall be paid by Licensee separately and in addition to the License Fee payment.
11		<u>FORCE MAJEURE, EVENT CANCELLATION & POSTPONEMENT</u>
Force Majeure Consequence	11.1	If either Party is totally or partially prevented from performing any of its obligations under this Agreement as a result of force majeure, then such party shall be excused from the performance of said obligation.
Cancellation Consequence	11.2	In case the Event, [REDACTED] or the Programme will be cancelled due to force majeure, the Licensee shall be relieved from its obligation to pay the license fee attributable to the Event, [REDACTED], or the Programme. If such license fee is not specified in Clause 9 of this Agreement, the Parties shall negotiate and agree in good faith on a <i>pro rata</i> reduction.
Postponement/ Replay Consequence	11.3	In case the Event, [REDACTED] or Programme will be postponed or replayed due to force majeure, this Agreement shall fully apply to the rescheduled Event, [REDACTED] or Programme. In the event of a postponement, no additional fee shall be payable to the Licensor, whereas in the event of a replay, the Licensee shall pay to the Licensor in addition to the License Fee any additional technical costs.



Limitation of Liability	11.4	Neither party shall be liable to the other party for any direct, indirect or consequential loss arising out of or in connection with the non-performance due to force majeure. In particular, any losses or damages sustained by any party in connection with the abandonment, cancellation, postponement or replay due to force majeure shall be at each party's own risk.
	12	<u>TERM & EARLY TERMINATION</u>
"Term"	12.1	From execution of this Agreement until the end of License Period if not terminated earlier in accordance with this Agreement.
Breach of Agreement	12.2	This Agreement may be terminated forthwith by either party in writing if the respective other party is in material breach of any of its corresponding obligations and such breach (if capable of remedy) has not been remedied to the satisfaction of the other party within 48 hours after written request to do so.
Expiry & Early Termination Consequences	12.3	Upon expiry or earlier termination of this Agreement pursuant to Clause 12.2 all Licensed Rights shall automatically revert back to Licensor and any sub-licenses granted by Licensee, if so entitled pursuant to Clause 8, shall automatically terminate. Licensor shall be free and able to license said rights to any third party without any further liability to Licensee.
Accrued Rights	12.4	Expiry or early termination of this Agreement shall be without prejudice to the rights and liabilities which have accrued to the either party prior to the date of expiry or early termination.
	13	<u>GENERAL TERMS</u>
Authority	13.1	Each Party hereto warrants that the individual executing the Agreement on its behalf has all requisite corporate authority to act on its behalf and to bind it to the terms and conditions set out herein.
Entirety	13.2	This Agreement shall constitute the entire agreement relating to the Programme and Licensed Rights. No modification shall be effective unless made in writing and signed by both Parties.
Severability	13.3	If any provision contained in this Agreement is held to be illegal or invalid, the remaining provisions shall not be affected and shall remain in full force and effect, provided the provision in question is not of a fundamental nature to the Agreement as a whole. The Agreement shall be construed as if such illegal or invalid term had not been contained therein, and the Parties shall agree upon any lawful modification to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect that would have been achieved by the illegal or invalid provision.
Counterparts	13.4	This Agreement may be executed in one or more counterparts which taken together shall constitute one and the same agreement. Each Party may enter into this Agreement by executing such a counterpart.

Confidentiality	13.5	To comply with Czech public law - Act on Registration of Agreements (Act No. 340/2015 Coll.) the parties agree this Agreement shall be published in the Register of Agreements open for free remote Internet access by general public. The parties have marked (by yellow colour) textual parts of this Agreement that shall be unreadable for the purpose of publication in the Register of Agreements since such parts include trade secrets (particularly but not only) and each party takes appropriate measures to keep such parts confidential. The parties agree that the rest of this Agreement (text that has not be marked) shall not be deemed as confidential according to this Agreement.
	14	<u>GOVERNING LAW & JURISDICTION</u>
Governing Law	14.1	The construction, validity and performance of this Agreement are governed by German Law.
Jurisdiction	14.2	The Parties accept the jurisdiction of the German courts, such that any proceedings by the Licensee and/or against Licensor shall only be brought in German courts (and the Licensee agrees not to argue that the courts of Germany are not an appropriate forum to hear and determine such proceedings). Notwithstanding the foregoing nothing in this Agreement shall prevent Licensor from taking proceedings against the Licensee in any other court of competent jurisdiction.

Executed by duly authorised representatives of the parties on the date set out at the top of page one:

For and on behalf of **UI Sports GmbH**

[Redacted Signature]

Managing Director
An der Alster 3
20099 Hamburg

[Redacted Name]

Proxy Holder

For and on behalf of **Ceska Televize**

[Redacted Signature]

Name
Representative *31.7.2017*

Name
Representative

Appendix:

[Redacted Appendix Content]

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Appendix

