



**Česká televize**  
Company ID number: 00027383

and

**RAYDAR MEDIA LIMITED**  
Company ID number: 08075317

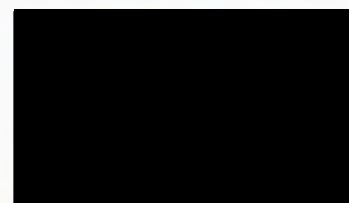
## **Licence Agreement**

number 2384/1084493

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

Programme licence acquisition  
2.550 EUR

**01-08-2017**



LICENSE AGREEMENT: FINISHED PROGRAMME LICENCE (hereinafter the "Agreement")

RAYDAR MEDIA LICENSE AGREEMENT NUMBER: ET \_\_\_\_\_

BETWEEN

RAYDAR MEDIA LIMITED  
34 South Molton Street,  
London,  
W1K 5RG  
VAT: GB174 2346 12  
Represented by:  
("Raydar")

ČESKÁ TELEVIZE / Czech Television,  
Public Company established by the Czech  
Television Act No 483/1991 Coll., VAT No.  
CZ00027383,  
Kavci Hory ,Na Hřebenech II 1132/4  
140 70 Praha 4  
represented by [REDACTED], Head of  
Program Acquisition  
Czech Republic  
("Licensee")

CONTACTS

Salesperson: [REDACTED]  
Tel: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

Buyer: [REDACTED]  
Tel: [REDACTED]  
Email: [REDACTED]

DATED

13<sup>th</sup> June 2017

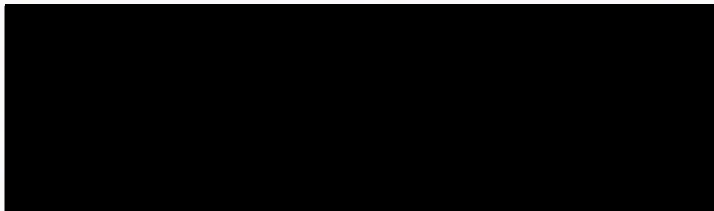
OPERATIVE PROVISIONS

Raydar grants the Licensee the right to broadcast the Programme within the Territory by way of the Licensed Media for the License Period(s) upon the terms and conditions set out below:

Programme:

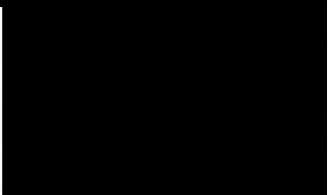
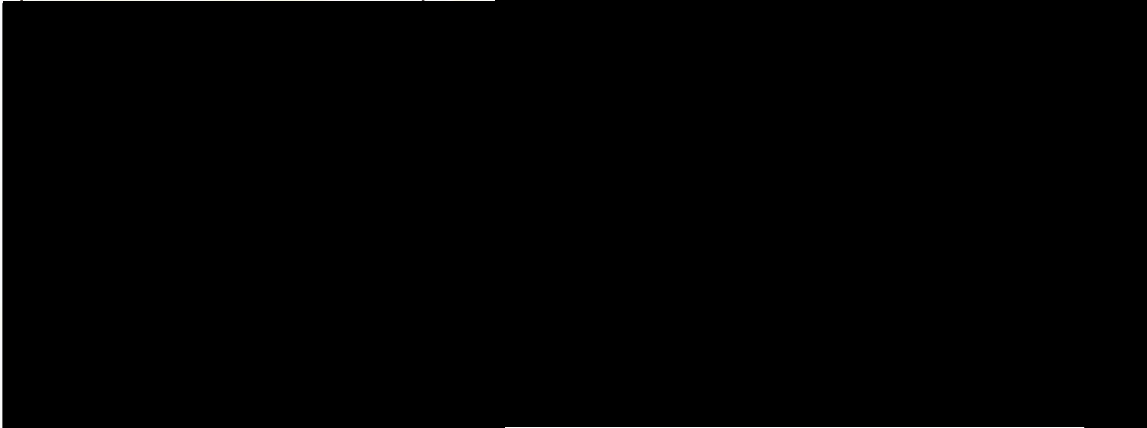
Number and length of Episodes:

Territory:



Licensed Media / License Period / Exclusivity / Holdback:

Licensed Media	License Period	Excl	Holdback
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**Term:** The term shall be as set out in the Licence Period(s) above in respect of each of the Licensed Media, save that the term shall expires on the date of the final authorised broadcast or transmission of the Programme/s pursuant to this Agreement (if a later date than the end of the Licence Period). The Licensee must notify Raydar in writing within 10 working days of the final authorised broadcast/transmission.

**Language:** [Redacted]

**Maximum Number of Transmissions:** [Redacted]

**Exclusivity Basis:** [Redacted]

**Broadcaster:** [Redacted]

**PAYMENT**

**Licence Fee:** [Redacted] = €2,550 in total

**Payment Terms:** [Redacted]

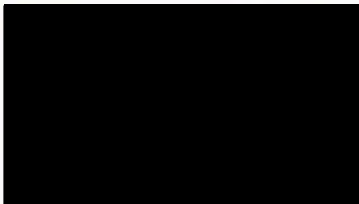
Payment of the Licence Fee shall be made by telegraphic transfer to Raydar's Bank Account as follows;

Bank Name: Barclays Bank Limited  
 Sort Code: 20-78-98  
 Account Number: 73679330  
 Iban: GB69 BARC 2078 9873 679330  
 Swift: BARCGB22

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

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



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: [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 Licensee will not deduct any of its own bank charges from the Licence Fee.

**VAT Number (EU countries only):**

**Finance Contact:**

Name: [REDACTED]  
Email: [Faktury@ceskatelevize.cz](mailto:Faktury@ceskatelevize.cz)  
Telephone: [REDACTED]

**Business Affairs Contact:**

Name: [REDACTED]  
Email: [REDACTED]  
Telephone: [REDACTED]

**DELIVERY MATERIAL**

**Master Format:** Apple ProRes HD 422 HQ

**Aspect Ratio:** 1080/1920

**M&E Required:**

**Special Requirements:**

**Delivery Date:**

**Delivery Terms:** Digitally via Aspera/FTP  
(Please provide information where required)

**Method of Expedition:** Courier

**Responsibility for Costs:** Delivery: Licensee  
Return: Licensee

**Licensee's courier account:**

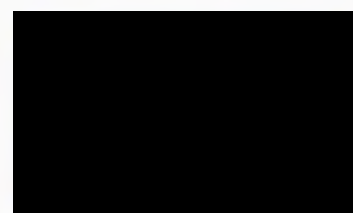
**Materials Contact:** [REDACTED]

**Contact details if different from above:**

**PUBLICITY MATERIAL**

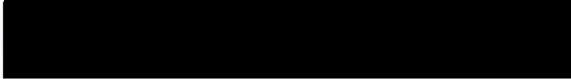
**Full Publicity Pack Required:** [X]  
(includes music cue sheets, synopsis, Press reviews and colour slides)

**Scripts required:** [X]



Method of expedition: Email

Publicity contact:



Contact details if different from above:

Date Required By: 08/2017

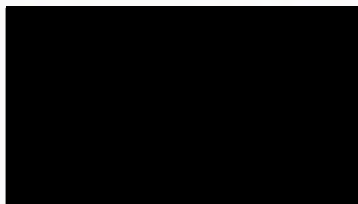
Licensee shall not be entitled to assign the benefit of this agreement without the prior written consent of Raydar.

SPECIAL PROVISIONS:

- 1) 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.
- 2) Counterparts: 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.
- 3) 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 under Czech law, information in this Agreement highlighted in yellow shall be redacted (blackened out) in the published version. 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 Czech law, information not highlighted in yellow shall not be subject to the duty of confidentiality. Only the Licensee shall be entitled to publish this Agreement within the time period of 30 days commencing upon its execution. Provided that the Licensee does not make the Agreement public within this time period, any Party shall be authorized to make the Agreement public.

The above Agreement and the General Terms and Conditions set out in Schedule 1 shall form the basis of the agreement between the parties. In the event of any inconsistency, the provisions of the Agreement shall prevail.

Please sign and date below to indicate acceptance of the terms set out above.



SIGNED FOR AND ON BEHALF OF  
RAYDAR MEDIA LIMITED

[Redacted Signature]

Name: C. Rayson

Date: 01.08.2017

Title: Director

SIGNED FOR AND ON BEHALF OF  
CESKA TELEVIZE

[Redacted Signature]

Name: [Redacted]

Date: 1.8.2017

Title: Head of Acquisitions

[Redacted]

## SCHEDULE 1

### TERMS AND CONDITIONS

#### 1. Definitions

1.1 For the purposes of the Agreement and these Terms and Conditions, the following definitions shall have the following meanings:

**"Ancillary Rights"** means the following rights in respect of the Programme(s) or the script for the Programme(s):

- (a) the right to make music sound recordings, including compilations, sound track albums and digital track selections in any format, related to the Programme(s) (subject always to separate clearance of publishing and sound recording rights in music not forming part of the Programme(s) soundtrack);
- (b) the right to make and exploit:
- (i) the Book Rights based on the Programme(s), the script for the Programme(s), any Further Programme(s) or any film referred to in paragraph (c); and
- (ii) still photographs relating to the production of the Programme(s);
- (c) the right to authorise the making of, and to distribute, any film about the making of the Programme(s) or any Further Programme(s);
- (d) all merchandising rights as that term is commonly understood in the film and television industry including the right to use the characters and situations in the Programme(s) in connection with the supply of goods or services;
- (e) the exclusive right to use and to authorise others to use the whole or part of the title of the Programme(s) as a trade mark, service mark, style (including any logos and title designs) or business name; and
- (f) the right to operate or authorise the operation of fixed line or mobile telephone "call-in" services whereby viewers call or text a phone number or short code in order to apply to be a contestant on the Programme(s), vote in connection with the Programme(s), apply to win prizes offered on the Programme(s) or similar services.

**"Cross Platform Rights"** means the right to communicate the Programme by means of Portable Digital Devices which is delivered to users by means of any platform or service whether for a charge or for no charge to the end user and whether on an on demand or other basis. Unless specified in the Rights, the Online Rights are granted for the purposes of secure streaming only and no download rights are granted. Cross Platform Rights may be granted as limited rights specified in the Agreement including one or more of the following:

- (a) **"App Rights"** means a limited grant of the Cross Platform Rights namely the right to create an app using the Programme title and making available the Programme, marketing materials and (if granted) the Online Materials) and (subject always to the written approval of SBS) to create new textual or other materials to users of Portable Digital Devices in the Territory the Apple mobile, Apple iPad, Android or other app stores as set out in the Rights. Unless otherwise specified in the Rights the app must be freely available.
- (b) **"Mobile Rights"** means a limited grant of the Cross Platform Rights namely the right to communicate the Programme on mobile phones on a streaming basis, whether on an on-demand or basis or otherwise.

**"DTO Rights"** means the right to make available for reception, download, stream or otherwise disseminate the Programme for private viewing to any device and the Programme can then be permanently stored by the end user.

**"DTR Rights"** means the right to allow an end user to temporarily download the Programme for private viewing to any device at any time within a specified period. The end user shall be prohibited from storing permanent copies of the Programme so downloaded by means of such rights.

**"Footage Rights"** means the right to permit others to use clips of footage or stills from the Programme(s) in another Programme(s) or other copyright material.

**"Format Rights"** means the right to sell or license others to make any Programme(s) in any media or film using:

- (a) the script, storyline and/or the ideas contained in the Programme(s);
- (b) the characters or participants names, characterisations, scenarios, events, sequences, or situations, contained in the Programme(s) or signature elements or any features or components that distinguish the Programme(s);
- (c) the format, structure or style of the Programme(s);
- (d) the title of the Programme(s) or any translation including selling or licensing the use of or the right to deal with any;
- (i) copyright in the Programme(s) or materials created for or in connection with the production or distribution of the Programme(s) (including the Production Bible);
- (ii) trade marks (registered or unregistered) used in connection with the Programme(s);
- (iii) common law rights, including remedies for so-called passing-off, arising in connection with the Programme(s);
- (iv) statutory rights, including under trade practices and fair trading legislation arising in connection with the Programme(s); and
- (v) confidential information created in connection with the production and distribution of the Programme(s).

**"Free Television/Standard Television Rights"** means the right to communicate the Programme for no charge to the viewer (where the end user cannot select the time of viewing) by means of any television technology (including analogue and digital television) now known or later invented and delivered to any form of reception apparatus (excluding IPTV, Cross Platform Rights, Online Rights, Pay Television Rights and Non-Theatrical Rights) and otherwise limited as specified in the Rights.

**"Home Video/DVD Rental Rights"** means the right to rent video/DVDs to the public for viewing (other than as part of a television or CCTV service) in private homes or other private accommodation where the viewer controls both the display apparatus and the screen.

**"Home Video/ DVD Rights"** means Home Video/DVD Rental Rights and Home Video/DVD Sell Through Rights.

**"Home Video/DVD Sell Through Rights"** means the right to sell video/DVDs to the public for viewing (other than as part of a television or CCTV service) in private homes or other private accommodation where the viewer controls both the display apparatus and the screen and where no fee is charged to viewers.

**"IPTV"** means Internet Protocol Television, a system where a digital service / audio visual content is delivered to the end user using Internet Protocol over a network infrastructure which may include delivery by a broadband connection so that the end user receives sound and pictures which are delivered to a standard television receiver via a set top box identifiable by a unique IP number within a closed network.

**"Non Theatrical Rights"** means the right to exhibit the Programme to non-paying audiences as set out in the following paragraphs. For the avoidance of doubt, Non-Theatrical Rights for the purposes of this Agreement does not include so-called educational rights or Home Video/DVD rights:

- (a) **"Airline Rights"** means the right to exhibit the Programme via CCTV or other ephemeral communication to passengers on aircraft passing through or based in the Territory.
- (b) **"Commercial Transport Rights"** means the right to exhibit the Programme via CCTV or other ephemeral communication to passengers on trains, buses or other commercial transport excluding Airline Rights and Ship Rights.
- (c) **"Hotel Rights"** means the right to exhibit the Programme to guests and residents at hotels, motels and other accommodation facilities by CCTV or other ephemeral communication.
- (d) **"Institutional Rights"** means the right to exhibit the Programme in public or not for profit institutions, restaurants, bars, clubs,

government or military institutions, Red Cross or other charity or aid relief facilities but excluding educational institutions.

- (e) "Oil Rig Rights" means the right to exhibit the Programme on oil rigs within the Territory pursuant to CCTV or other ephemeral communication.
- (f) "Ship Rights" means the right to exhibit the Programme to passengers on ships and boats operating in or based in the Territory by CCTV or other ephemeral communication.

"Online Rights" means the right to communicate the Programme (and if granted in the Agreement, in association with the Online Materials) by means of any computer technology now known or later invented which is delivered to users by means of any internet protocol or online service (including, without limitation, an internet web site or IPTV service) whether for a charge or for no charge to the end user. If so specified in the Rights, limited to the Free Catch Up Rights or the Pay Catch Up Rights. Unless specified in the Rights, the Online Rights are granted for the purposes of secure streaming only and no download rights are granted. Online Rights may be granted on a limited basis specified in the Rights including one or more of the following:

- (a) "AVOD/Free VOD Rights" means a limited grant of the Online Rights, namely the right to make the Programme available via an online service on an on-demand basis such as a website or IPTV service which is free to end user and may be monetised by the Licensee by means of free advertising.
- (b) "Free Catch Up Rights" means a limited grant of the Online Rights, namely the right for the Licensee (who has licensed the Free Television Rights under this Agreement) to make the Programme available to viewers on a secure free streaming only basis up to 14 days after the date of each exercise by the Licensee of the Free Television Rights.
- (c) "Pay Catch Up Rights" means a limited grant of the Online Rights, namely the right for the Licensee (who has licensed the Pay Television Rights under this Agreement) to make the Programme available as a secure free streaming only basis on demand to subscribers who are entitled to view the Programme via the Pay Television Rights up to 14 days after the date of each exercise by the Licensee of the Pay Television Rights.
- (d) "Subscription VOD Rights/SVOD Rights" means a limited grant of the Online Rights, namely the right to make the Programme available via an online service (including a website or IPTV service) on an on-demand basis for which users must pay a periodic subscription for access to a number of titles made available from time to time.
- (e) "Subscription IPTV Rights" means a limited grant of the Online Rights, namely the right for the Licensee to make the Programme available as part of a linear subscription channel (where the end user cannot select the time of viewing) delivered via IPTV and for which the user must pay a periodic subscription fee.
- (f) "Transaction VOD Rights/TVOD Rights" means a limited grant of the Online Rights, namely the right to make the Programme available via an online service (including a website or IPTV service) on an on demand, pay per title basis and whether made available on a streaming, download, rental or download to own basis, provided that unless specified in the Rights, the rights granted are temporary per view streaming only and do not include download rights.
- (g) "Live Online/Webcast Rights" means a limited grant of the Online Rights namely the right to communicate the Programme via a website or IPTV service simultaneously with the transmission of the Programme via the Free Television Rights or the Pay Television Rights.

"Pay Television /Non-Standard Television Rights" means the right to communicate the Programme for a charge to the viewer (whether on a subscription, pay-per-view or other basis as specified in the Rights), by means of standard television technology being satellite, cable, microwave (MMDS) (but excluding IPTV) and includes subscription broadcast and subscription narrowcast services but excludes Online Rights and Cross Platform Rights. Pay Television Rights may be granted on a limited basis specified in the Rights including one or more of the following:

- (a) "Subscription Television Rights" means a limited grant of the Pay Television Rights, namely the right for the Licensee to make the Programme available as part of a linear subscription television channel (where the end user cannot select the time of viewing) delivered via cable, satellite or MMDS (but excluding IPTV) for which the user must pay a periodic subscription fee.
- (b) "Pay Per View Television Rights" means a limited grant of the Pay Television Rights, namely the right for the Licensee to make the Programme available on a pay per view basis delivered over cable, satellite or MMDS (but excluding IPTV) where the viewer can select the time of viewing.

"Portable Digital Devices" means digital hand held devices, pocket PCs, SMS or mobile services or similar portable devices whether now known or later invented upon which the Programme can be viewed.

"Rights" means the Licensed Rights set out in the Agreement.

1.3 Headings are for ease of reference only and not to be taken into account in construing this agreement.

1.4 References to Clauses, Schedules and the parties are, respectively, to clauses of, the Schedules to and the parties to this Agreement.

1.5 Any covenant by Licensee not to do any matter or thing includes a covenant not to authorise or cause the doing of that act or thing.

## 2. Grant of Rights

2.1.1 In consideration for and subject to the Licensee's undertakings contained in this Agreement and of the payment by the Licensee of the Licence Fee in accordance with Clause 4, Raydar hereby grants to the Licensee a licence of the Rights in respect of the Programme on the Exclusivity Basis and subject to the Maximum Number of Transmissions and in accordance with the terms of this Agreement.

2.2.1 Raydar further agrees that the Licensee shall have the right to:

- (a) use excerpts and clips from the Programme not exceeding two minutes in duration (including, by way, of example, still photographs) supplied as part of the Delivery Materials in programme listing magazines or other publications solely for the purpose of advertising and promoting the exploitation of the Rights, subject to any restrictions relating thereto which are notified to the Licensee by Raydar, and provided that any clips from the Programme exhibited on the internet shall be used solely for publicity and promotion of the Programme and shall not exceed 3 minutes duration in total or remain on the relevant websites for longer than 6 months from transmission;
- (b) publicise and advertise the Programme either alone or in conjunction with any other programme; and
- (c) prepare and distribute synopses of the Programme not to exceed five hundred (500) words for the sole purpose of advertising or promoting the Programme.
- (d) The Licensee is authorized to include crawling messages during the broadcast of the Program. The Licensee shall be authorized to include sponsorship messages before or after Program in conformity with the laws of the Territory.



2.2 The Licensee acknowledges that all rights in the Programme, whether now existing or created or discovered in the future and howsoever arising, which are not specifically granted to the Licensee under this Agreement are expressly reserved to Raydar for its own unrestricted use and benefit, and the Licensee shall not assert or represent to any person that it has any right, title or interest in the Programme or any part thereof other than the Rights specifically granted under this Agreement.

2.3 The parties acknowledge that where the Programme is to be transmitted by satellite for reception in the Territory, such transmission may be capable of reception outside the Territory due to the inherent incapability of satellites to beam down signals confined to terrestrial boundaries ("Overspill"). Raydar therefore acknowledges that, if the rights granted to the Licensee under this Agreement include transmission by satellite, Overspill may occur. Raydar expressly acknowledges and agrees that the occurrence of Overspill, whether the signals are encrypted or not, shall not constitute a breach of this Agreement. The Licensee expressly acknowledges that Overspill of a broadcast of the Programme into the Territory by a third party shall also not constitute a breach of this Agreement.

2.4 To the extent that the Licensee is granted any form of video-on-demand or download-to-own rights it acknowledges that it will exercise the best industry practice when storing, handling and distributing the Programme to minimise the risk of unauthorised copying and exploitation outside of the Territory. The Licensee shall use the latest standard digital rights management and copy protection technologies in protecting the Programme. Notwithstanding anything contrary contained herein, the Licensee shall not exercise any form of video-on-demand or download-to-own rights in the Programme unless and until it complies with this clause.

### 3. Delivery Materials

3.1 Raydar shall, as soon as practicable after signature of this Agreement and conditionally upon the Licensee making the Licence Fee payment detailed at Clause 4, use all reasonable endeavours to deliver to the Licensee free and clear of encumbrances, the Delivery Materials by the Delivery Date. The Delivery Materials will be held in Raydar's name. In the event that Raydar fails to deliver the Delivery Materials in accordance with this Agreement, the Licensee's remedies shall be limited to the amount of the Licence Fee paid to Raydar in respect of the Delivery Materials not delivered.

3.2 Unless otherwise specified, the Licensee must approve the Delivery Materials as technically acceptable within 30 days of delivery. Failure by the Licensee to advise Raydar within such 30 days of unacceptability of the Delivery Materials, in writing (by facsimile or registered post), shall be deemed acceptance of said Delivery Materials by the Licensee. If the Licensee shall give notice to Raydar that the Delivery Materials for the Programme are not technically acceptable such notice shall detail the technical reasons why such Delivery Materials are not of acceptable quality and Raydar shall be entitled during a thirty (30) day period (and at Raydar's cost) to either remedy any deficiencies so notified or to deliver to the Licensee a substitute programme(s) from Raydar's catalogue of programmes valued at the same value as the Programme as agreed between the parties.

3.3 Subject as otherwise specified at Clause 3.2, all air freight, courier or other delivery and associated costs, all customs and duty charges incurred in relation to the delivery of the Delivery Materials to the Licensee or the returning of the Delivery Materials to Raydar shall be the responsibility of the party specified in the Agreement. All costs of copying or duplicating the Delivery Materials for use by the Licensee shall be the responsibility of the Licensee.

3.4 Unless otherwise agreed by the parties in writing, all Delivery Materials supplied under the terms of this Agreement shall remain the property of Raydar at all times.

3.5 The Delivery Materials shall be held at the Licensee's risk from the time of delivery until the time they are returned to Raydar and the Licensee undertakes to pay to Raydar the cost of replacing any Delivery Materials lost or damaged while held by it or held on its behalf or any costs incurred by Raydar as a result of any failure by the Licensee to return Delivery Materials to Raydar as aforesaid.

3.6 The Licensee shall further use all reasonable care in handling and storing the Delivery Materials, including taking reasonable precautions to prevent any unauthorised duplication or reproduction of the Delivery Materials and maintaining adequate

insurance cover for said Delivery Materials, in accordance with Raydar's reasonable request in relation thereto.

### 4. Terms of Payment

4.1 The Licensee shall, in consideration for the licence of the Rights hereby granted and the representations, warranties and indemnities on the part of Raydar contained in this Agreement, pay or procure payment to Raydar of the Licence Fee in accordance with the payment terms set out in the Agreement. Timely payment of all sums is of the essence of this Agreement. The Licence Fee is payable whether or not all of the number of licensed transmissions occur.

4.2 All sums payable by the Licensee pursuant to this Licence shall be made in cleared funds into the Bank Account on or before the due date set out in the Agreement, and, if late, shall (without prejudice to any other rights and remedies of Raydar) be subject to interest at 3% above LIBOR per annum (compounded monthly) and shall further be paid free of any rights of counterclaim or set-off and without any deductions or withholdings whatsoever, save only as may be required by any applicable law.

4.3 If any deductions or withholdings are required by law to be made from any of the sums payable pursuant to this Agreement, the Licensee shall place sums equivalent to the value of such sums so deducted or withheld in an account in Raydar's name as nominated by Raydar in the Territory no later than the date when such sums would have been due to Raydar in the event that no such requirements existed.

4.4 All sums payable by the Licensee pursuant to this Licence exclude any VAT, sales or other taxes which may be charged (if applicable) and such VAT, sales or other taxes shall be payable by the Licensee in addition.

### 5. Raydar's Warranties

Raydar warrants and represents to the Licensee as follows:

(a) that Raydar has the full right and ability to enter into this Agreement and to give the warranties and representations herein contained;

(b) that insofar as the Licensee has an exclusive licence, Raydar has not and will not exploit or authorise third parties to exploit the Programme in the Language in the Territory on the Licensed Media during the Term unless otherwise agreed in writing by the Licensee;

(c) that Raydar agrees to indemnify the Licensee from and against all costs (including reasonable legal costs), claims, loss, damage or proceedings incurred by or arising to the Licensee by reason of the breach of any of the warranties granted in this Clause 5 or the representations made by Raydar contained in this Agreement including, without limitation, any infringement of copyright arising out of the duly authorised transmission by the Licensee of the Programme (but excluding music performing rights).

### 6. Licensee's Warranties

The Licensee warrants and represents to Raydar as follows:

(a) that the Licensee is free to enter into and fully perform its rights and obligations as set out in this Agreement and has not entered and will not enter into any other arrangement, agreement or commitment which could, in Raydar's reasonable opinion, affect its obligations under this Agreement;

(b) that the Licensee shall not dub nor licence the dubbing, or subtitle or licence the subtitling, of the Programme or any parts thereof into any language other than the Language unless specifically agreed in writing in advance by Raydar and in accordance with Clause 7.3 below;

(c) that the Licensee will ensure that the programme credits are included in full on all broadcasts of the Programme and will give credit to artists, writers and others in all paid advertising and publicity or other marketing of the Programme issued by or on behalf of the Licensee in accordance with the terms of this Agreement;

(d) that the Licensee will ensure that the Programme complies with all regulatory guidelines relating to the content of television programmes applicable in the Territory;

- (e) that the Licensee shall notify Raydar of any infringements or violations in the Territory or elsewhere of any rights referred to hereunder that come to its attention and shall co-operate fully with Raydar (at Raydar's request and expense) to prevent or stop such infringements or violations and obtain redress;
- (f) that the Licensee shall not deal with the Delivery Materials or any part of them so that any third party acquires any lien or right to possess the same;
- (g) that the Licensee shall not by any act or omission impair or prejudice the copyright in the Programme or in any parts of the Programme, shall not use any clips or sequences from the Programme in other programmes (or other episodes of the Programmes), shall not include any material from any other source in any episode of the Programmes and shall not use the Programme in any manner which may bring Raydar or the producer of the Programmes into disrepute or which may defame any person;
- (h) that the Licensee will not assign, transfer or sub-lease the Rights without the prior written consent of Raydar in accordance with clause 17.1 and the Licensee will not transmit or authorise others to transmit all or parts of the Programme outside the Territory. Should such assignment or sub-licence be agreed by Raydar in writing this Agreement will be binding on the assignee, transferee, sub-licensee or agent but will not release the Licensee of any of its obligations under this Agreement;
- (i) that the Licensee is and will continue to be only resident for all purposes in the country of its incorporation; and
- (j) that the Licensee shall pay all sums payable on account of the public performance of all music contained in the Programme to the PRS or other relevant collecting society;
- (k) with respect to any digital transmission(s) authorised or permitted pursuant to this Agreement, Licensee shall comply with all Territory broadcasting industry standards and any other provisions reasonably required by Raydar that prevent the re-translation or redistribution of the Programme to any recording device or to any computer network via any interface, protocol or other technology (including the internet);
- (l) that the Licensee shall inform Raydar of the dates of transmission of the Programme within the Territory within 10 days of each such broadcast;
- (m) that the Licensee shall indemnify Raydar from and against all costs (including reasonable legal costs), claims, loss, damage or proceedings incurred by or arising to Raydar (or the Delivery Materials) by reason of the breach of any of the warranties representations or agreements on the part of the Licensee contained in this Agreement.

## 7. Editorial Control

- 7.1 The Licensee shall ensure that the Programme is transmitted in its entirety, although Raydar accepts that minor editing of up to three minutes in any hour may be necessary, either to comply with local censorship regulations or for the purposes of programme scheduling, provided always such editing does not substantially alter or detract from the Programme or otherwise impair its continuity or integrity. Any editing of more than three minutes duration in any hour shall be subject to Raydar's prior written approval, to be given or withheld in Raydar's absolute discretion. Should the Programme require editing beyond three minutes in any one hour to comply with local censorship regulations, Licensee will immediately inform Raydar of the requirement and the applicable regulations in order that Raydar may seek approval from the producer of the Programme, such approval to be given or withheld in producer's sole discretion. Raydar will decide in its absolute discretion whether such editing shall be carried out by Licensee or Raydar. For the avoidance of doubt, in any event such editing will be at the Licensee's sole cost.
- 7.2 In no event shall any film or programme material from any other source be added or included in any Programme without Raydar's prior written approval, such approval to be exercised at Raydar's absolute discretion.
- 7.3 For the avoidance of doubt, Raydar makes no warranty that the title of the Programme is available for use in the Territory nor that use of the title will give rise to any claims. In addition, Raydar does not make any warranty that the content of the Programme:

(a) is suitable for broadcast taking into account the moral/cultural standards applicable in the Territory; or

(b) complies with regulatory guidelines concerning the content and broadcast of television programmes in the Territory.

7.4 The Licensee agrees that it must rely on its own legal enquiries in relation to all the above matters. Where the Licensee has translated the title of the Programme into the Language, the Licensee shall notify Raydar of the translated title prior to the Licensee making the first transmission of the Programme. The Licensee undertakes that it will not:

(a) copy and duplicate by any means any Programme, or part thereof except for the sole purpose of effecting a transmission authorised hereunder; and

(b) transmit or permit to be transmitted the Programme by any means or in any media other than the Licensed Media authorised under this Agreement.

7.5 All rights, including rights of copyright, in any edited versions of the Programme (whether edited in accordance with this clause 7 or otherwise are hereby assigned (where appropriate by way of present assignment of future copyright) so that such rights shall become the sole and exclusive property of Raydar.

## 8. Translated Versions

In the event that the Licensee is hereby licensed the right to exploit the Programme in a language other than English (either by means of dubbing or by sub-titling), the following terms shall apply:

(a) the Licensee shall be solely responsible for the production of such dubbing and/or subtitling and all costs incurred in connection therewith (including but not limited to payment of all artist's fees); and

(b) the Licensee hereby warrants that the dubbing and/or sub-titling shall be a true and accurate translation of the scripts of the Programmes and that such translations shall not include any material that is defamatory of any person or organisation.

## 9. Ownership of the Programme

9.1 Nothing in this Agreement shall give the Licensee any rights in respect of intellectual property rights, including but not limited to trade or service marks and goodwill, in or associated with the Programme or any part thereof and the Licensee hereby acknowledges that, subject to the Licensee's licence to use the same in the course of exercising the rights hereby granted, it shall not acquire any such rights and that all such rights are, and shall remain, vested in Raydar (or in its control).

9.2 Raydar shall own or control the copyright in the Programme and any videotape or other copy, reproduction or embodiment thereof. Raydar shall own and the Licensee hereby assigns to Raydar the entire copyright and all other rights title and intent in and to any versions of the Programme made by the Licensee in the Language ("Language Version(s)"). The Licensee shall provide Raydar upon request with a copy of any such Language Versions subject to payment by Raydar of the Licensee's reasonable and pre-approved duplication costs and shall upon request provide Raydar free of charge with access to the master version of such Language Version(s) for the purpose of producing copies of the Language Version(s) (such copies to be made at Raydar's sole and expense).

## 10. Credit

The Licensee warrants and undertakes to Raydar that:

(a) the Programme shall be transmitted without any omission, alteration or abbreviation of the copyright notice and the production credits as included in the Delivery Materials; and

(b) it will include such other credits in the Programme as Raydar may reasonably require from time to time.

The Licensee indemnifies Raydar and the original producer of the Programme from and against all costs (including reasonable legal costs), claims, loss, damage or proceedings incurred by or arising to Raydar and/or the Producer by reason of the breach of the above warranties.

## 11. Confidentiality

Any information supplied by Raydar to the Licensee and any information relating to the business affairs of Raydar which may come to the Licensee's attention shall be deemed confidential information and shall not be disclosed to third parties or copied by the Licensee, except as necessary to implement the terms of this Agreement or as may first be approved by Raydar in writing. The Licensee undertakes to procure that its employees, servants and/or agents are aware of and bound by this Clause.

## 12. Termination

12.1 Raydar shall have the right but not the obligation, to terminate this Agreement at any time by notice writing, if the Licensee:

12.1.1 shall commit a material breach of this Agreement that is incapable of remedy; or

12.1.2 shall commit a material breach of this Agreement which is capable of remedy, but fails to remedy such breach within fifteen (15) days after receipt of notice by Raydar requiring a remedy; or

12.1.3 should suffer the making of an administration order or shall have a receiver (including an administrative receiver) or manager appointed over the whole or any part of its assets or if any order shall be made or a resolution passed for its winding up (except for the purpose of solvent amalgamation or reconstruction); or shall enter into any composition or arrangement with its creditors; or

12.1.4 shall cease to carry on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

12.2 For the purposes of clause 12.1.1 and 12.1.2 a "material breach" means a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to Raydar. In deciding whether any breach is material no regard shall be had whether it occurs by some accident, mishap, mistake or misunderstanding. Without limitation, the non-payment of the Licence Fee, or an instalment of the Licence Fee, shall constitute a material breach which will entitle Raydar to terminate this Agreement and retain all sums paid to Raydar prior to such breach. In addition, upon termination of this Agreement by Raydar pursuant to this clause 12, any and all instalment Licence Fee payments shall automatically become accelerated, due and payable.

12.3 Upon expiry of the Term or termination of this Agreement (for whatever reason) all rights shall immediately revert to Raydar.

12.3 Upon termination of this Agreement for any reason the Licensee shall consult with Raydar as to the return to Raydar (or such other person or destination as Raydar shall direct), erasure or destruction of the Delivery Materials and any other material handed over by Raydar or under its instructions to the Licensee relating to the Programme and the Licensee shall fulfil Raydar's requirements within fourteen (14) days of being so directed.

## 13. No Partnership

Nothing in this Agreement is to be deemed to constitute a partnership between Raydar and the Licensee.

## 14. Notices

14.1 Notices by either party:

(a) must be in writing addressed to the receiving party at the address set out above or such other address as the receiving party may from time to time notify the other for the purposes of this Clause; and

(b) shall be sent by first-class pre-paid post, facsimile transmission or hand delivered to such address (or in the case of a facsimile to the correct facsimile number utilising the last facsimile number notified by the receiving party from time to time).

14.2 Each such notice shall be deemed to have been effectively served:

(a) on the day of receipt, where any hand-delivered letter or a facsimile transmission is received on a business day before or during normal working hours;

(b) on the following business day, where any hand-delivered letter or facsimile transmission is received either on a business day after normal working hours or on any other day;

(c) on the second business day following the day of posting from within the United Kingdom of any letter sent by first class prepaid mail; or

(d) on the fifth business day following the day of posting to an overseas address of any prepaid airmail letter; and

(e) where served by facsimile, on receipt of a valid answerback message by the sender.

## 15. Third Party Rights

Save as provided at Clause 17.2 below, the parties do not intend to confer any benefit on a third party and do not intend that any third party should have any right to enforce this Agreement. Without limiting the above, a person who is not a party to this Agreement has no rights under The Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any rights or remedies available to a third party which exist or are available under that Act or otherwise.

## 16. No Waiver

Any waiver (whether express or implied) of any breach of any term of this Agreement shall not be construed as a waiver of or consent to any preceding or succeeding breach on the part of either party of the same or any other term and no breach of this Agreement may be waived or discharged except with the express consent in writing of Raydar.

## 17. Assignment

17.1 This agreement is personal to and for the sole benefit of the Licensee and the Licensee shall not assign, transfer, sub-license, sub-distribute, mortgage, charge or in any way dispose of any of its rights, interests or obligations under this Agreement to any person or organisation without the prior written consent of Raydar (to be given or refused at its absolute discretion).

17.2 Raydar shall be entitled to assign or license the whole or any part of its rights under this Agreement and in such event all of the representations, warranties and undertakings on the part of the Licensee contained in this Agreement shall pass to Raydar's successors then with effect from the date of such undertaking Raydar shall have no further liability to the Licensee.

## 18. Force Majeure

If Raydar or the Licensee shall be prevented from carrying out any of their respective obligations under this Agreement by reason of any event of Force Majeure the party so prevented shall not be liable to the other for its failure to normally carry out such obligations provided that such party shall use its reasonable endeavours to resume performance of its obligations hereunder as soon as practicable after conditions return to normal. For the purposes of this Clause "Force Majeure" shall mean fire, flood, explosion, Act of God, accident, labour disputes or strikes, war, riot, civil disturbance, ordinance law, governmental regulation or any other similar thing or occurrence outside the control of the relevant party. Should an event of Force Majeure continue for a period of sixty (60) days or more, then either party shall be entitled to terminate this Agreement forthwith and the clauses of this Agreement relating to the consequences of termination shall thereupon take effect.

## 19. Entire Agreement

This Agreement embodies all the terms agreed between the parties relating to the Programme and no oral representations statements inducements warranties or promises by either party shall be binding and valid and this Agreement shall not be enlarged modified or altered except by separate agreement in writing signed by both parties.

## 20. Further Assurance

The Licensee agrees to execute any additional instruments or documents reasonably necessary in the judgement of Raydar to convey, assign and perfect the changes, adaptations and/or modifications to the Programme contemplated under this Agreement.

## 21. Severability of Provisions

If any term or provision of this Agreement shall be held by a Court of competent jurisdiction to be illegal or unenforceable in whole or in part

under any enactment or rule of law such term or provision or part shall to that extent be deemed not to form part of this Agreement but the other parts of this Agreement shall remain in full force and effect and the parties shall endeavour to agree such amendment as will (to the extent possible) give full effect to their intentions as expressed in this Agreement.

**22. Governing Law**

This Agreement shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

