

Česká televize

Company ID number: 00027383

and

Bavaria Entertainment GmbH

Company ID number: DE 813 531 50

Licence Agreement

number 1085583/2522

Subject matter of the agreement:	Broadcast license
Price or value:	5.000 EUR
Date of execution:	<u>11-10-2017</u>

License Agreement

by and between

Bavaria Entertainment GmbH
Hans-Böckler-Straße 163
50354 Hürth
VAT: DE 813 531 50

- hereinafter referred to as "**Bavaria Entertainment**" -

and

Ceska Televize
Public Company established by the Czech Television Act.No.483/1991 Coll.
Kavci Hory, Na Hřebenech II 1132/4
CZ – 14070 Praha 4
VAT: CZ00027383

- hereinafter referred to as „**Licensee**“ -

Preamble

Licensee has licensed several seasons of the Format [REDACTED] ("**Format**") from Bavaria Entertainment and consequently produced several seasons of a Czech TV-Show ("**Czech Production**") based on the Format. By this Agreement Bavaria Entertainment grants Licensee the right to rerun seven (7) episodes of the Czech Production based on the Format.

1. Definition

"**Rerun**" as used in this agreement means the right to transmit single episodes of the Czech Production based on the Format on the Channels CT1 and CT2 for television broadcasting purposes in the Territory of the Czech Republic and in the Czech Language by means of free terrestrial, free cable, free satellite, free internet (live streaming and 14-days-catch-up rights (non-exclusive) from Licensee's website after each broadcast; geo-blocked for the Territory of the Czech Republic). This includes the right to promote the Czech Production by any means and notably broadcasting extracts of the Czech Production on the websites of the Channels CT1 and CT2. The right of exploitation by any other means, such as, but not limited to pay-tv, home-video, DTT, DSL TV and mobile telephony simultaneous transmission is not included.

2. Rights and Remuneration

2.1 In regard to the **License Agreement** between First Entertainment GmbH (the legal predecessor of Bavaria Entertainment) and the Licensee, [REDACTED], the parties agree that one of the episodes produced by Licensee under this License Agreement and already rerun once may be [REDACTED]. Licensee will inform Bavaria Entertainment which episode was chosen for the rerun as soon as possible. Licensee will pay a license fee of [REDACTED] for the rerun granted, to be paid upon signature of this Agreement.

2.2 In regard to the **License Agreement** between First Entertainment GmbH and the Licensee, [REDACTED], the parties agree that one of the episodes produced by Licensee under the License Agreement and already rerun once may be rerun [REDACTED]. Licensee will inform Bavaria Entertainment which episode was chosen for this rerun as soon as possible. Licensee will pay a license fee of [REDACTED] for this rerun, to be paid upon signature of this Agreement.

Furthermore, the parties agree that one of the episodes produced by Licensee under the aforementioned License Agreement and [REDACTED] Licensee will inform Bavaria Entertainment which episode was chosen for this rerun as soon as possible. Licensee will pay a license fee of [REDACTED] for this rerun, to be paid upon signature of this Agreement.

2.3 In regard to the **License Agreement** between First Entertainment GmbH and the Licensee, [REDACTED], the parties agree that one of the episodes produced by Licensee under this License Agreement may be [REDACTED]. Licensee will inform Bavaria Entertainment which episode was chosen for the rerun as soon as possible. Licensee will pay a license fee of [REDACTED] for the rerun granted, to be paid upon signature of this Agreement.

2.4 In regard to the [REDACTED], to the **License Agreement** between First Entertainment GmbH and the Licensee [REDACTED], the parties agree that two of the episodes produced by Licensee under the Amendment may be [REDACTED]. Licensee will inform Bavaria Entertainment which episodes were chosen for the reruns as soon as possible. Licensee will pay a license fee of [REDACTED] for these reruns, to be paid upon signature of this Agreement.

2.5 In regard to the **License Agreement** between Bavaria Entertainment and the Licensee, [REDACTED] the parties agree that one of the episodes produced by Licensee under this License Agreement may be [REDACTED]. Licensee will inform Bavaria Entertainment which episode was chosen for the rerun as soon as possible. [REDACTED].

3. . License Fee and Payment Schedule:

The total license fee is EUR 5.000.

[REDACTED]

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

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

4. Final provisions

Confidentiality. The parties agree that information in this Agreement highlighted in yellow is considered to be confidential (for example due to its trade secret nature) 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 the Licensee provides to third parties within a regular scope in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion; (ii) that a contracting party provides or makes public based on a legal regulation; and (iii) that a contracting party provides to its specialist advisors and/or other associates equally bound by the legal and/or contractual duty of confidentiality. This Agreement shall be made public pursuant to legal provisions provided information highlighted in yellow shall be redacted.

This Agreement shall be governed by and construed in accordance with German law and the parties agree to submit all disputes arising under this License Agreement to the exclusive jurisdiction of the court of Cologne.

Hürth, as of

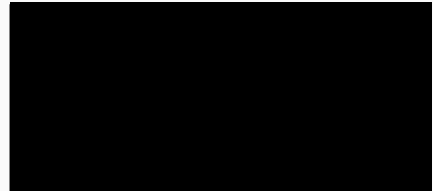
Bavaria Entertainment GmbH



Prague, as of

11-10-2017

Licensee



Development Manager

