

## LICENSE AGREEMENT FOR TELEVISION BROADCAST RIGHTS

Agreement made on November, the 22<sup>nd</sup> 2010 between **FRANCE TELEVISIONS DISTRIBUTION**, located 1 Boulevard Victor, 75015 Paris, France, FR59379518368 (Herein referred to as "FTD") represented by its Head of International Distribution, Mrs. Nathalie Bobineau on one part and **CESKA TELEVIZE**, Public Company established by the Czech Television Act no. 483/1991 Coll., having its registered office at Kavci hory, 140 70 Praha 4, Czech Republic, VAT # CZ 00027383, represented by [REDACTED] Head of Program Acquisitions (herein referred to as "Licensee") on the other part.

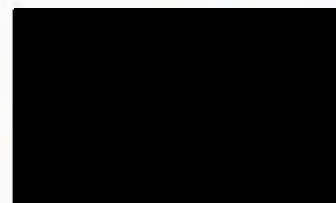
### SPECIFIC TERMS

- 1/ Program** See Annexe 1.2.3
- 2/ Territory** Czech Republic
- 3/ Licensed rights** [REDACTED]
- 4/ Number of runs** See Annexe 1.2.3.
- 5/ Language of broadcast** [REDACTED]
- 6/ License period** See Annexe 1.2.3.
- 7/ License fee** **Total amount: 9.150 € (Nine Thousand One Hundred Fifty Euros).**  
Licensor acknowledges to be the beneficial owner of the license fee.  
Invoice shall be issued and dated in 2011.  
For details see Annexe 1.2.3

Account no. Bank number: 10207  
With: Branch number: 00090  
Account number: 04090001817  
Key: 33  
Bank name: BICS Paris Enterprises  
**(Swift Code) or BIC (Bank Identification Code):** CCBP FRPP MTG  
**(IBAN):** FR76 1020 7000 9004 0900 0181 733

- 8/ Material** Digi Beta PAL 16:9 in Original Version  
Stereo M/E tracks  
Script, music cue sheet and free publicity material  
For the program [REDACTED] Licensee will be delivered HD CAM Master, Original French version with M&E tracks, at Licensee's cost at the price of 590,00 euros.

The material for the other programs shall be made available to licensee on a loan basis for a period of 4 weeks commencing



on the date of delivery. At the end of said period, licensee undertakes to return at its own cost the Material to FTD.

#### 9/ Standard terms

Material: 30 days for technical material acceptance  
This Agreement also include Standard Terms which are attached hereto, provided that in the event of a conflict between Specific Terms herein and Standard Terms, the Specific Terms shall prevail.

### STANDARD TERMS

**Territory :** FTD will not be responsible for reception of the Program by cable or by direct satellite or terrestrial broadcast coming from areas adjacent to the Territory due to the natural overspill. It is agreed that television broadcasting on TV5 and/or CFI within the Territory shall not constitute a breach of this Agreement, and FTD shall not be liable for such broadcasting.

**Licensed and reserved rights :** only the rights mentioned in the deal terms are granted to Licensee. All other rights are strictly reserved to FTD. This license does not cover the broadcast or use of excerpts, except for the purpose of promoting the program. In such case, said excerpts shall be limited to 3 continuous minutes. Licensee shall have the right to advertise, publicize and promote the broadcast of the Programme(s) on the Licensed Service by any means or media including Internet.

**Exclusivity :** The license granted hereunder is exclusive such that FTD agrees not to licence or otherwise authorize the Program to be exhibited in the Territory on any form of television identical to those granted to Licensee, during the Term commencing on the signature of the licence agreement till the end of the licence period.

It is agreed that FTD reserves the right to license the Program to international satellite networks, whose footprint might cover the Territory.

**Dubbed and/or subtitled version :** Licensee shall have the non-exclusive right to dub and/or subtitle the original version of the Program, at its sole expense, in the authorized language mentioned in the deals terms. FTD shall have access to the dubbed and/or subtitled version created by Licensee at conditions to be negotiated in good faith, [REDACTED]

**License period :** it will expire with the last authorised run. The Licensee shall notify FTD of the date of the first and the last run.

**Payment requirements :** Licensee hereby undertakes to provide FTD, within one month from the receipt of the invoice, with the tax exemption form relating to any withholding tax.

**Material :** The material is on loan for 30 days. Licensee shall have a period of 15 (fifteen) days as of the date of delivery to verify the technical acceptability of the Material. After such period without notification of refusal, Licensee shall be deemed to have duly accepted the Material.

If Licensee determines that the Material is technically unacceptable, it shall so notify FTD and promptly return the Material with a technical report to FTD with such delivery at FTD's sole cost and expense. Upon receipt of such notice, FTD shall promptly dispatch an alternative Material and the same procedure shall be followed. Licensee shall bear all transport, customs and insurance costs whatsoever with respect to the Material, whether it is the sender or the recipient thereof, however it is agreed that the costs of replacement materials, transport costs included, will be paid by Licensor.

FTD shall supply Licensee with the available promotional material (script, slides, music cue sheet) to be delivered at Licensee's cost together with the Material. Any photographs shall be on loan and used only for promotional purposes to the exclusion of all other uses.

Licensee undertakes to comply with all the instructions FTD may give it with respect to the promotional material that it receives.

**Copyright :** FTD warrants that it has secured all the necessary music synchronization rights for musical compositions included in the Program as delivered to Licensee. With respect with the music or musical composition contained in the Programme(s) hereby licensed, Licensee shall be responsible

for payment of all performing rights due, in connection with broadcast of the Program to the appropriate collection organizations within the Territory.

**AGICOA – ANGOA :** All the proceeds from this collective management remain the exclusive property of the original producer.

**Representations and warranties :** FTD warrants that it owns and controls all rights necessary to enable and grant to the Licensee the license to broadcast the Program(s) stated in the Contract.

**FTD's Representations :** Neither the Program provided by FTD herein, nor any element thereof, nor the exercise of any rights granted by FTD herein shall defame or violate any rights (including privacy rights) or any third party; or infringe any copyright, trademark, patent or any other property right. FTD guarantees and shall hold Licensee harmless against any recourse or action by anyone that might directly claim a security interest or pledge, or an assignment or delegation of debt.

**Licensee's Representations :** Licensee shall not modify the Program in any manner whatsoever -- particularly cuts, re-editing and inserts -- and it shall comply with all the instructions of the main and end titles. In addition, should Licensee be provided a neutral background version of the MET (Main and End Titles), it undertakes to create its own version of the MET that specifically mentions the director, the authors, the production company and the copyright. Notwithstanding the foregoing Licensee will be allowed to format the Program to fit its standard slots provided that such formatting will respect the original editorial integrity of the Program and with the prior written authorization of FTD. Licensee shall not authorize the duplication, reproduction or other use of the Material for any purpose other than that contemplated by this Agreement. Licensee shall report to FTD any infringement or alleged infringement of copyright of which it becomes aware, but it shall not be required to take further action.

**Indemnity :** Either party hereto shall indemnify, defend and hold harmless the other against any and all third party claims, lawsuits, costs, liabilities, judgments, damages and expenses arising out of any breach by the other party, of any of its representations, warranties or obligations contained herein.

**Transfer :** Licensee is allowed to assign, sub-license or transfer the rights hereby granted by FTD.

**Expiration and termination :** Either party hereto shall have the option to terminate the Agreement hereunder in the event the other fails to comply with any of its obligations hereunder. The Agreement shall then be deemed terminated after the sending of formal notice by registered letter with return receipt that has remained unavailing for a period of 15 (fifteen) days commencing on the date of first delivery of said letter. Upon normal expiration or early termination or in the event of termination in the conditions mentioned hereabove, licensee undertakes, at its own expense, to erase all copies and to return all the promotional material.

**Choice of law / Venue :** This Agreement is governed by and shall be construed in accordance with the laws of France. The Paris Courts shall have exclusive jurisdiction.

**FOR FTD**

**Title: Head of International Distribution**

**FOR LICENSEE**

**Title: Head of Programs Acquisition**

- 1 -12- 2010

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# ANNEXE 1

The term "Program" designates the following audiovisual work:

TITLE:

RIGHTS GRANTED:

LICENSEE FEE:  
(Euros)

LICENSEE PERIOD:

CHANNEL BROADCASTER: CESKA TELEVIZE

Delivery: December, the 1<sup>st</sup> 2011

Payable according to the following schedule:

\*

## ANNEXE 2

The term "Program" designates the following audiovisual work:

TITLE:

RIGHTS GRANTED:

LICENSEE FEE:

LICENSEE PERIOD:

CHANNEL BROADCASTER: CESKA TELEVIZE

Delivery: January 2011

Payable according to the following schedule:

\*

## ANNEXE 3

The term "Program" designates the following audiovisual work:

TITLE:

RIGHTS GRANTED:

LICENSEE FEE:

LICENSEE PERIOD:

CHANNEL BROADCASTER:   CESKA TELEVIZE

Delivery: January 2011

Payable according to the following schedule: