

Česká televize
Company VAT number: CZ00027383

and

Company: DOC & FILM INTERNATIONAL

Company VAT number: FR 924 08 123 776

Programme Licence Agreement

number 1085860/2387

Subject matter of the agreement:

Price or value:

Date of execution:

Programme licence acquisition

EUR 4.200,-


12.10.2017

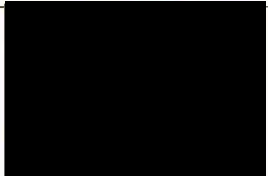
**TV LICENCE
DATED 27/09/2017**

1. LICENSOR:	DOC & FILM INTERNATIONAL, 13 rue Portefoin 75003 Paris – France VAT Number : FR 924 08 123 776 Represented by Daniela ELSTNER CEO Hereafter called as « THE LICENSOR »
2. LICENSEE:	CESKA TELEVIZE, Public company established by Czech Television Act No 483/1991 Coll., VAT No. CZ00027383, whose registered address is Kavci hory, 140 70 Praha 4, Czech Republic, Represented by [REDACTED] Head of program Acquisitions Hereafter called as “THE LICENSEE”
3. FILMS :	[REDACTED] hereafter referred to as FILMS
4. RIGHTS LICENSED:	The right during the Licence Period to exhibit or to cause or authorise the exhibition of the FILMS on [REDACTED], in the Territory as part of a TV Service consisting in: [REDACTED] according to the definitions as attached in Schedule 1. [REDACTED] All the rights, which are not licensed under the present agreement, are expressly reserved to LICENSOR. During the TV agreement period, the transmission of the FILMS in any other language version and all subtitled version other than the Authorize Language shall not be infringement of Agent’s rights hereunder, provided that (i) the transmission does not originate from the Territory, (ii) the Program service or channel is operated from outside the Territory and (iii) the transmission is not primarily intended for reception inside the Territory
5. VERSION LICENSED :	[REDACTED]
6. TERRITORY:	The parties agree that any exhibition transmitted in the Territory may be re-transmitted through cable, satellite, ADSL broadcastings as a Pay Service (according to the definitions as attached in Schedule 1) solely in territories in which such operators have signed exploitation agreements with AGICOA or whatever other collection society with corresponding fees for such re transmitted broadcastings, PROVIDED THAT re-transmission of the Service must be simultaneous with and identical to the Free TV Service transmitting in the Territory (save for any commercial advertising that might be carried on such services).


	<p>All royalties deriving from such re transmitted broadcastings belong to LICENSOR exclusively. Consequently if for whatever reason LICENSEE receives any sum from AGICOA or from any other collection societies, then LICENSOR shall re pay LICENSEE immediately of those sums.</p>
7. LICENCE PERIOD:	<p>[REDACTED]</p> <p>The rights shall revert automatically to the Licensor after the complete [REDACTED]</p>
8. NUMBER OF RUNS:	<p>[REDACTED]</p> <p>For the avoidance of any doubts it is hereby stipulated that the Licensee shall be authorized to transmit the Program simultaneously on more channels owned and operated by Licensee in which case such transmission shall be considered as one run.</p>
9. LICENSE FEE:	<p>- Purchase of rights: [REDACTED]</p> <p>Total licence fee: 3600€ (Three thousand six hundreds Euros)</p> <p>Materials cost: [REDACTED]</p> <p>Total Material cost: 600€ (six hundreds Euros)</p> <p>Licensor acknowledges to be the beneficial owner of the licence fee</p>
10. PAYMENT SCHEDULE:	<p>[REDACTED]</p> <p>Timely payment is conditioned upon receipt of the valid confirmation of French residency of the Licensor issued by the appropriate Tax Authority of France unless such valid confirmation has already been provided to the Licensee during the applicable year.</p> <p>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.</p>
11. INVOICING:	<p>All invoices shall be sent to LICENSEE at the above address and shall state clearly:</p> <ul style="list-style-type: none"> (a) the date; (b) the title of the FILMS , (c) the complete name, address and details of the LICENSOR'S final beneficiary bank and account to which Licensee requires payments to be made; (d) the LICENSOR'S Bic/Swift Code; (e) the LICENSOR'S IBAN Number (if a European transfer) (f) LICENSEE's & LICENSOR's VAT Number <p>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. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.</p>
12. DELIVERY	<p>Delivery Materials ("Delivery Materials") consist in:</p> <p>[REDACTED]</p>

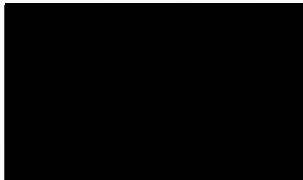
MATERIALS:	<p>(a) Apple pro res file HQ 422 16/9, with original version on Ch1&2, with opening and ending credits, captions and inserts but without subtitles. And/or texted with textless elements as a separate file. The files shall be in conformity with the Licensee's Technical Specifications – see Appendix A)</p> <p>(b) an original language script and spotting lists via email, credits list and time coded caption list;</p> <p>(c) a full music cue sheet giving full and comprehensive details of all music and any commercial sound recordings included in the FILMS</p> <p>(d) one set of Publicity Materials.</p> <p>The materials specified under (b), (c) and (d) hereinabove shall be delivered free of charge.</p>
13. DELIVERY ADDRESS	The Delivery Materials shall be delivered via Licensor's FTP or on a harddisk
14. DELIVERY DATE:	The Delivery Materials shall be delivered to LICENSEE upon signature of the present agreement
15. TECHICAL REVIEW	<p>Licensee will have 30 days for the technical check of delivered material</p> <p>In the event that the Master is rejected by LICENSEE for reasons of technical quality then LICENSOR will, at Licensor's expense, supply replacement materials within 30 working days of the reception of rejection's notification, said notification being sent to LICENSOR by registered mail with acknowledgment of reception. If such replacement material is technically rejected and no acceptable material is able to be delivered within a period of 15 working days from its reception, then paragraph 20 below shall be deemed to apply. No reaction from LICENSEE within such periods shall be deemed as an approval of material.</p>
16. MARKETING / PROMOTION	<p>LICENSEE shall have the right in connection with the advertising, publicising and promotion of the exhibition of the FILMS and/or LICENSEE's broadcasting and their pre-exhibition and post-exhibition comment and review:</p> <p>(a) to use and authorise others to use excerpts (of no more than three(3)minutes in length) from the FILMS on the television services and/or on any website owned and/or operated by LICENSEE or on the services of third parties or otherwise in any part of the Territory; and/or</p> <p>(b) to reproduce and publish still photographs and/or brief synopses of the FILMS and/or the Publicity Material delivered by LICENSOR ; and/or</p> <p>(c) to use and authorise others to use excerpted moving clips or still images and/or audio material from the FILMS as delivered by LICENSOR as part of electronic programme guides ("EPG"s).</p>
17. EDITING and SUBTITLING & DUBBING RIGHTS:	<ul style="list-style-type: none"> • Subject to the prior written approval of LICENSOR, LICENSEE shall have the right to edit the FILMS in order to: <ul style="list-style-type: none"> (a) insert advertisements, public service announcements and similar material; and/or (b) facilitate the timing requirements of TV CHANNEL 's schedules; and/or (c) comply with any and all applicable regulations, codes and guidelines and/or such other applicable legislation, regulations and codes; and/or (d) meet the reasonable requirements of TV CHANNEL 's programme policies and standards with regard to the suitability of the content of the FILMS for television broadcast. • In respect of which version of the FILMS is licensed according to article 5, LICENSEE shall have the right and cost to dub and/or subtitle and /or voice-over (in the form of text, signing and/or audio description) and

	<p>authorise the dubbing and/or subtitling and / or voicing-over of the FILMS in order to:</p> <p>(a) broadcast the FILMS in the Version Licensed ; and/or</p> <p>(b) facilitate the viewing of the FILMS by the hard of hearing.</p> 
18. WARRANTIES	<p>LICENSOR warrants and undertakes throughout the Licence Period that:</p> <ul style="list-style-type: none"> • It possesses full power and authority to enter into and perform this Agreement and that there are no liens or encumbrances against the FILMS or any of them which would or might derogate from or be inconsistent with the Rights granted to LICENSEE hereunder; • LICENSOR is irrevocably and exclusively authorised to grant the Rights licensed to THE LICENSEE; • LICENSOR has secured and paid for all rights, grants and consents in the FILMS and/or the Publicity Materials, (including by way of illustration and not limitation the payment of any and all royalties, participations, re-use fees, residual fees, re-run fees or other payments of whatever nature for all purposes of this Agreement with the exception solely of the performing rights in any musical works or any other works incorporated in the FILMS which are vested in the Performing Right Society Limited or such other appropriate collecting society, payment of which shall be LICENSEE 's responsibility; • there is not incorporated within the FILMS and/or the Publicity Materials any material which: <ul style="list-style-type: none"> (a) is defamatory or allegedly defamatory; (b) is in breach or allegedly in breach of any contract and/or duty of confidence and/or right of privacy; (c) constitutes contempt of court; (d) infringes or allegedly infringes any personal or proprietary right of any third party or any copyright, design right, trade mark, patent or registered design; • It possesses full power and authority to enter into and perform this Agreement.
19. INDEMNITY	<p>LICENSOR hereby indemnifies and agrees to keep LICENSEE against all actions, claims, costs, proceedings, demands, losses, damages, expenses and/or liabilities (including reasonable legal expenses) whatsoever arising, directly or indirectly, as a result of any breach of its warranties or other terms contained or implied by law in this Agreement.</p> <p>On the other hand, LICENSEE hereby indemnifies and agrees to keep LICENSOR against all actions, claims, costs, proceedings, demands, losses, damages, expenses and/or liabilities (including reasonable legal expenses) whatsoever arising, directly or indirectly, as a result of any breach of its warranties or other terms contained or implied by law in this Agreement especially in respect of the exhibition and promotion of the FILMS.</p>
20. TERMINATION:	<ul style="list-style-type: none"> • Either party shall be entitled to terminate this Agreement if the other: <ul style="list-style-type: none"> (a) is in material breach of its warranties or obligations hereunder and such breach is not remedied (if capable of remedy) within thirty (30) working days of receipt of written notice specifying the breach and requiring it to be remedied; or goes into receivership or liquidation or becomes insolvent or makes any composition or arrangement with its creditors.



	<ul style="list-style-type: none"> Any termination of this Agreement by either party shall be without prejudice to the rights or remedies of either party against the other party in respect of any antecedent breach of the Agreement. <p>In the event that this Agreement is terminated by LICENSEE pursuant to this paragraph with respect to the FILMS, LICENSOR shall repay or credit to by LICENSEE immediately in respect of such FILMS an amount equal to the Licence Fee paid for such FILMS less the amount of such Licence Fee attributable on a pro rata basis to the Exhibition Days on which such FILMS was exhibited prior to such termination or withdrawal.</p> <p>In the event that this Agreement is terminated by LICENSOR pursuant to this paragraph with respect to the FILMS, notably if LICENSEE has not pay the licence fee in totality then, the rights as licensed under the Agreement shall revert immediately to LICENSOR upon reception of formal notice of the termination .</p>
21. SATELLITE RELAY	<p>LICENSOR acknowledges that where the FILMS is broadcasted by means of satellite for reception in the Territory, such broadcasts may be capable of reception outside of the Territory due to the inherent capability of satellites to beam down signals which are not confined to territorial boundaries (“Overspill”). LICENSOR further acknowledges that the Rights granted to LICENSEE include but are not limited to the right to broadcast the FILMS by satellite which may cause Overspill. Notwithstanding such Overspill, LICENSOR agrees that the occurrence of Overspill shall not constitute a breach of this Agreement.</p> <p>LICENSEE acknowledges that the FILMS may be capable of reception in the Territory due to Overspill during the Licence Period by third party broadcasters, said Overspill shall not constitute a breach of this Agreement.</p>
22. CONFIDENTIALITY	<p>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.</p>
23. ASSIGNMENT	<p>Neither party shall assign, transfer, charge or make over this Agreement or any of its rights or obligations hereunder except that both LICENSOR and LICENSEE may assign or sub-licence its rights in whole or in party to a “Permitted Transferee”. A “Permitted Transferee” shall mean a parent, subsidiary or associated company of the LICENSOR or LICENSEE or a joint venture to which LICENSOR and LICENSEE is a party or a person, firm or corporation who owns or hereafter acquires a portion of the LICENSOR ’s or and LICENSEE ‘s stock or assets. No transfer shall relieve the transferring party of its obligations hereunder.</p>
24. GENERAL	<ul style="list-style-type: none"> There is no obligation upon and LICENSEE to exercise any Rights granted under this Agreement , being understood that LICENSEE shall in any case pay the licence fee whatever it decides to broadcast the FILMS or not .

	<ul style="list-style-type: none"> • This Agreement sets out the entire and complete understanding of the parties and any conditions not contained herein are hereby expressly excluded. • Nothing in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce a term contained in this Agreement. • This Agreement shall be governed by and construed in accordance with the laws of France and the parties hereby irrevocably submit to the exclusive jurisdiction of the French courts in Paris . <p>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.</p>		
<p>25. EXECUTION</p>	<p>AS WITNESS the hands of the parties or their duly authorised representatives</p> <p>Signed by: Daniela ELSTNER, CEO Signed by: , head of program Acquisitions</p> <div style="background-color: black; width: 100%; height: 80px; margin-top: 10px;"></div> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> <p>For and on behalf of Doc & FILM International LICENSOR</p> </td> <td style="width: 50%; border: none; vertical-align: top;"> <p>For and on behalf of Ceska Televize LICENSEE 12 -10- 2017</p> </td> </tr> </table>	<p>For and on behalf of Doc & FILM International LICENSOR</p>	<p>For and on behalf of Ceska Televize LICENSEE 12 -10- 2017</p>
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SCHEDULE 1

DEFINITIONS

- "Basic Charges"** shall mean (a) charges directly relating to the reception of or provision of access to (as opposed to content of) one or more television services particularly which comprise regular periodic charges or licence fees or purchase of equipment charges or (b) government taxes or government imposed licence fees payable by owners of television receivers to receive the relevant service;
- "Basic Distribution System"** shall mean any and all forms of traditional television distribution, whether now existing or hereafter developed, whether analogue, digital or otherwise, and whether point to multipoint or point to point including, without limitation, over the air terrestrial systems, cable television systems, digital subscriber line systems, , master antennae systems, satellite master antennae systems, multi channel multipoint directional systems and satellite direct-to-home systems excluding internet and telecommunication systems (notably mobile phones) ;
- "Free Service"** shall mean any television programme service which may be viewed via a Basic Distribution System or Internet and/o Telecommunication Distribution System without charge (other than Basic Charges) in respect of such programme service;
- "Free Digital Service"** shall mean any Free Service which may be viewed via any Basic Distribution System excluding only distribution by means of analogue terrestrial television;
- "Internet Distribution System"** shall mean any and all forms of internet television distribution, whether now existing or hereafter developed,
- "Master"** shall mean :
- one 625/50 digital Betacam Tape sourced directly from the original FILMS or videotape source (as applicable), in the original aspect ratio (unless otherwise specified in the Special Conditions) which if a widescreen aspect ratio shall be delivered in 16x9 widescreen video frame, in colour (unless originated in black and white), with stereo audio (if recorded in stereo audio), and continuous time code and in its unedited original language form without the insertion of commercial advertising breaks and/or subtitling;
- "Near Video On Demand Service"** shall mean a form of Pay Per View involving the delivery of a single programme by any means of television and/or internet and/or telecommunications systems (including mobile phones etc.) where a supplemental charge (other than Basic Charges) on a per exhibition basis is made to a viewer for the privilege of viewing the particular programme at a time scheduled by the exhibitor, which ~~programme is~~

transmitted sufficiently frequently on a number of channels to offer viewers a number of alternative commencement times to view such programme;

"Pay Per View Service"

shall mean the delivery of a single programme by any means of television and/or internet where a supplemental charge (other than Basic Charges) on a per-exhibition (rather than subscription) basis is made to the viewer for the privilege of viewing the particular programme at a time scheduled by the exhibitor (it being understood and agreed that Pay Per View shall include the exhibition of programming by means of a Near Video on Demand Service but exclude the exhibition of programming by means of a Video on Demand Service and a Subscription Video On Demand Service);

"Pay Service"

shall mean any television programme service (which shall include time-shifted versions thereof) which may be viewed via a Distribution System in return for the payment of a charge (in addition to Basic Charges, whether such charge is a one-off or regular payment). For the avoidance of doubt the definition of Pay Service shall expressly exclude Pay Per View Services, Video On Demand Services and Subscription Video On Demand Services;

"Publicity Materials"

shall mean publicity and promotional material in the form of literature (including without limitation, synopses, cast of characters, writer, director and producer credits) a selection of still photographs and colour transparencies up to date and relevant to each Programme(s) with full caption list to accompany such material and any FILMS and videotape trailers as may be available to the Licensor and as Licensee may require for the purposes of TV CHANNEL programme advertisement and information;

"Subscription Video-On-Demand Service"

shall mean a programme service which delivers programmes to viewers located in the Territory by means of a television, the exhibition of which shall be in "real time" at a time chosen by the viewer (ie the viewer can independently, and in the viewer's entire discretion select his/her desired viewing time without reference to a list of possible viewing times pre-established by the exhibitor of the applicable service) where the viewer is required to pay a periodic subscription fee in respect of access to such service (rather than a per-exhibition fee in respect of each programme). For the avoidance of doubt, the definition of a Subscription Video On Demand Service shall expressly exclude Video On Demand Services, Pay Per View Services and Near Video On Demand Services.

"telecommunication Distribution System"

shall mean any and all forms of telecommunication television distribution, whether now existing or hereafter developed and notably mobile phones, electronic agenda, etc.



“Video On Demand Service”

shall mean the delivery of a single programme to a viewer located in the Territory (the exhibition of which shall be in “real time”) by means of television where a supplemental charge (other than Basic Charges) on a per-exhibition (rather than subscription) basis is made to a viewer for the privilege of viewing the particular programme at a time chosen by the viewer (ie the viewer can independently, and in the viewer’s entire discretion, select his/her desired viewing time without reference to a list of possible viewing times pre-established by the exhibitor of the applicable service).

APPENDIX A)

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	