

**FREE TELEVISION LICENSE AGREEMENT**

**BASIC TERMS AND CONDITIONS**

**A. REFERENCE NUMBER:** O-CZ-006107-F (Year 1)

O-CZ-006109-F (Year2)

**B. PARTIES:** (1) **The Walt Disney Company Limited**, 3 Queen Caroline Street, Hammersmith, London W6 9PE, UK, VAT Registration Number: GB539293808 ("WDCL")

and

(2) **ČESKÁ TELEVIZE**, Public Company established by the Czech Television Act. No. 483/1991 Coll., with its registered office at 140 70 Praha 4 (Czech Republic), Kavci hory, VAT N° CZ00027383, [REDACTED] ("Licensee")

**C. LICENSED SERVICE:** [REDACTED]

**D. LICENSE:** WDCL hereby grants to Licensee on the terms and conditions contained in these Basic Terms and Conditions and in the Standard Terms and Conditions attached hereto and incorporated herein by this reference, which together make up this Free Television License Agreement ("Agreement"), an exclusive license under copyright to broadcast in the Language for Free Television distribution in the Territory on the Licensed Service, each Picture for the Number of Runs during the License Period.

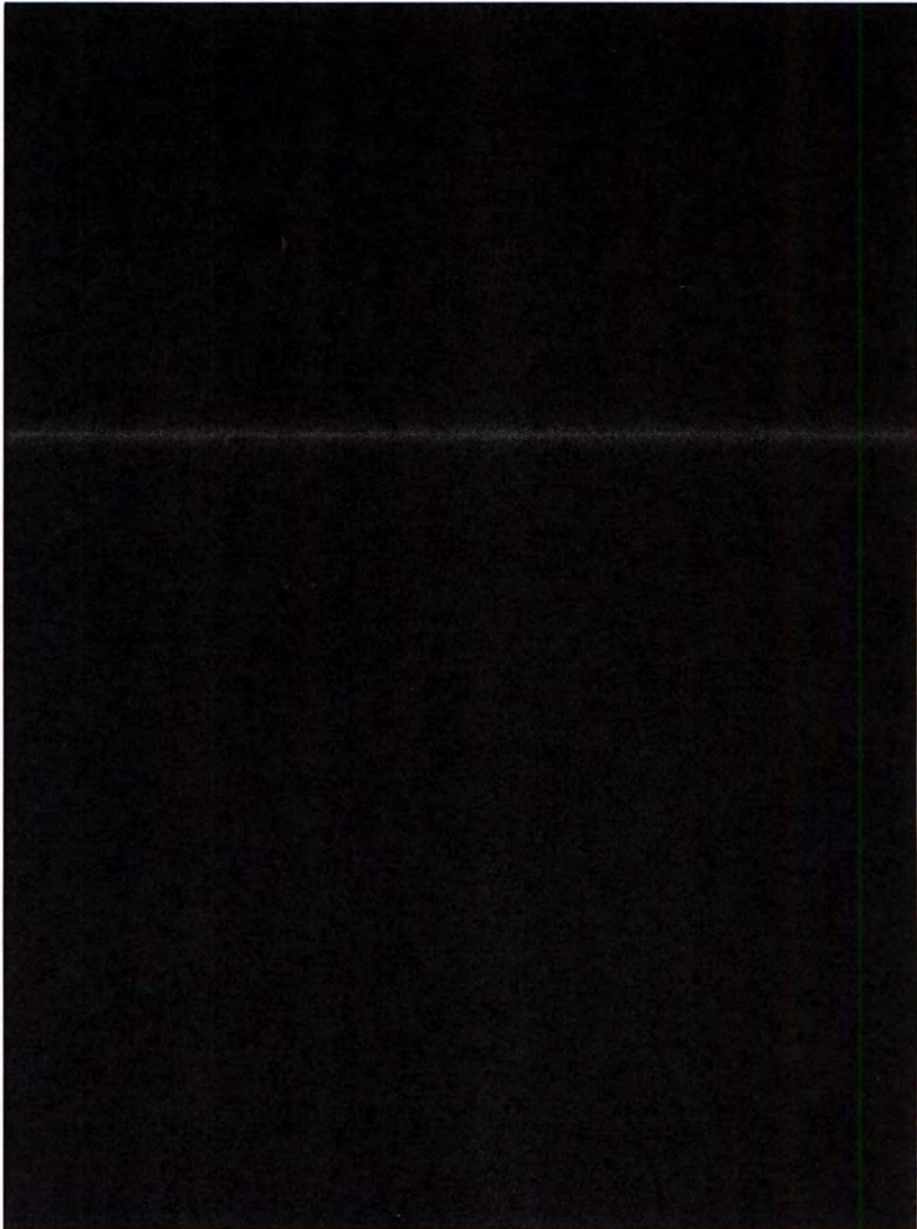
**E. TERRITORY:** [REDACTED]

**F. LANGUAGE:** [REDACTED]

**G. PICTURES LICENSED:** (1) In respect of each Year of the Term, Licensee shall license:

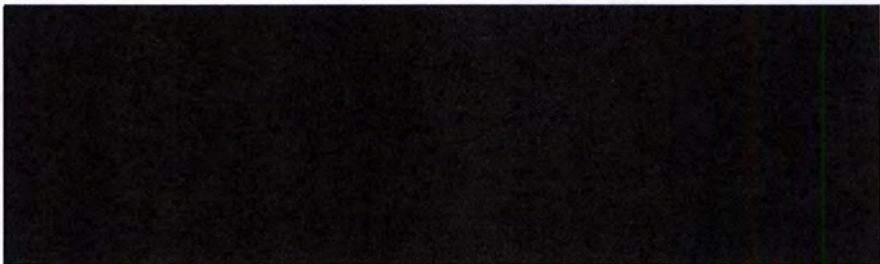
(a) **Year 1:** those Pictures as more fully described in Exhibit A (attached hereto and incorporated herein by this reference) ("**Year 1 Pictures**"); and

(b) **Year 2:** those Pictures as more fully described in Exhibit B (attached hereto and incorporated herein by this reference) ("**Year 2 Pictures**").



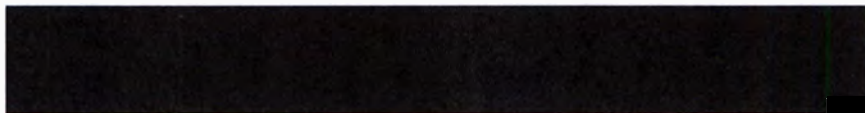
**H. NUMBER OF RUNS:**

(1) The Number of Runs per Picture shall be as set out in Exhibit A and Exhibit B.



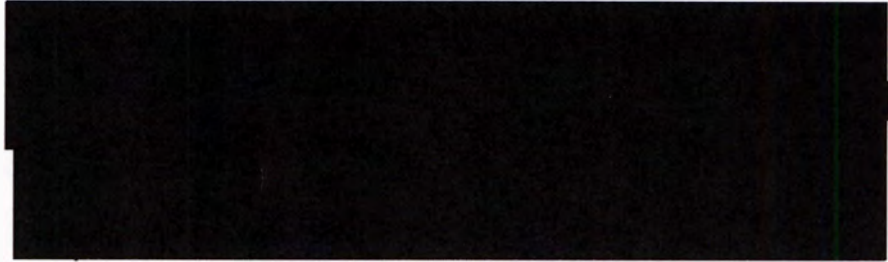
**I. LICENSE PERIOD:**

The License Period for each Picture licensed hereunder shall commence on the Availability Date and end on the Expiration Date set forth for such Picture in Exhibit A and Exhibit B.



Picture shall be deemed terminated as of the last authorized broadcast thereof.

**J. TERM:**



**K. LICENSE FEE:**

(1) In consideration for the rights granted hereunder, Licensee shall make payment to WDCL of the License Fees as set forth below on the basis set out in Paragraph L:

(a) **Year 1:** Licensee shall make payment to WDCL of a total License Fee of **US\$723,700.00** in respect of the Year 1 Pictures on the basis set out in Paragraph L(1)(a) below (the License Fee for each Picture is indicated on the attached Exhibit A); and

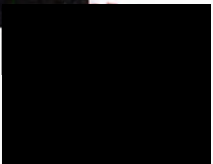
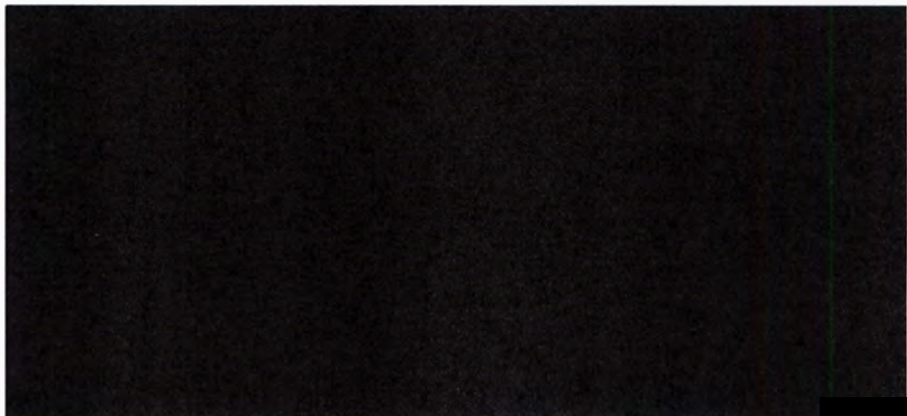
(b) **Year 2:** Licensee shall make payment to WDCL of a total License Fee of **US\$1,006,700.00** in respect of the Year 2 Pictures on the basis set out in Paragraph L(1)(b) below (the License Fee for each Picture is indicated on the attached Exhibit B).



**L. PAYMENT TERMS:**

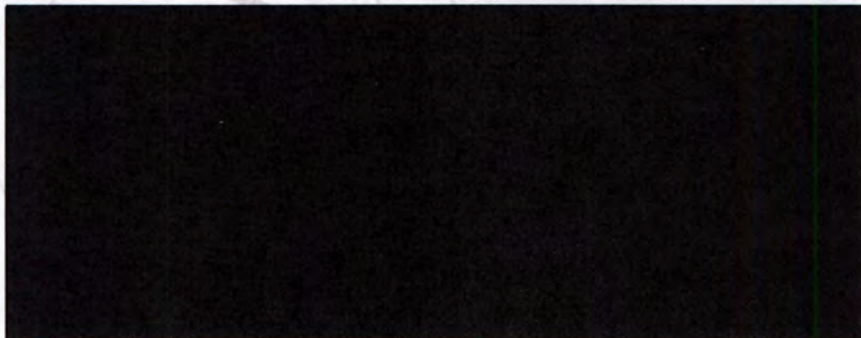
(1) The License Fees shall be paid by Licensee to WDCL in accordance with the following payments terms:

(a) **Year 1:** The License Fees in respect of the Year 1 Pictures is due and shall be paid by Licensee to WDCL as follows:



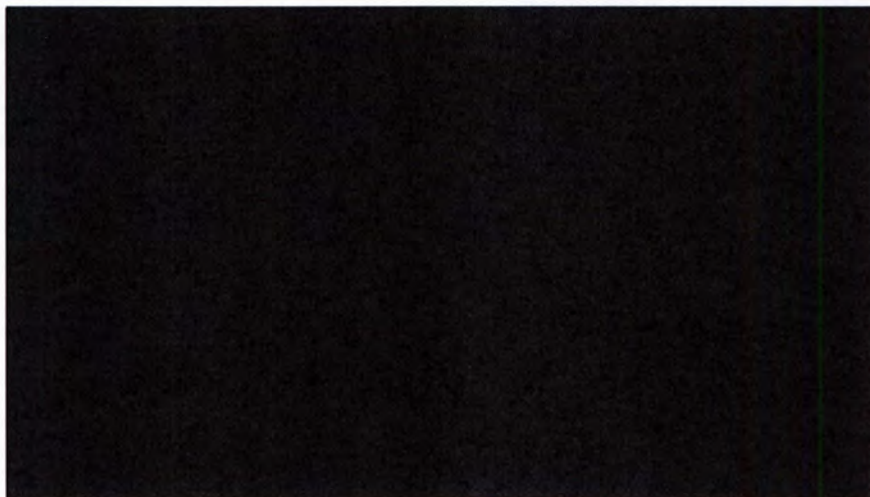


**M. TAPE FORMAT/DELIVERY:**

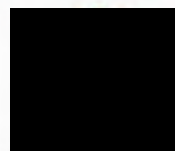


**N. DUBBING:**

(1) In respect of each Picture licensed hereunder:



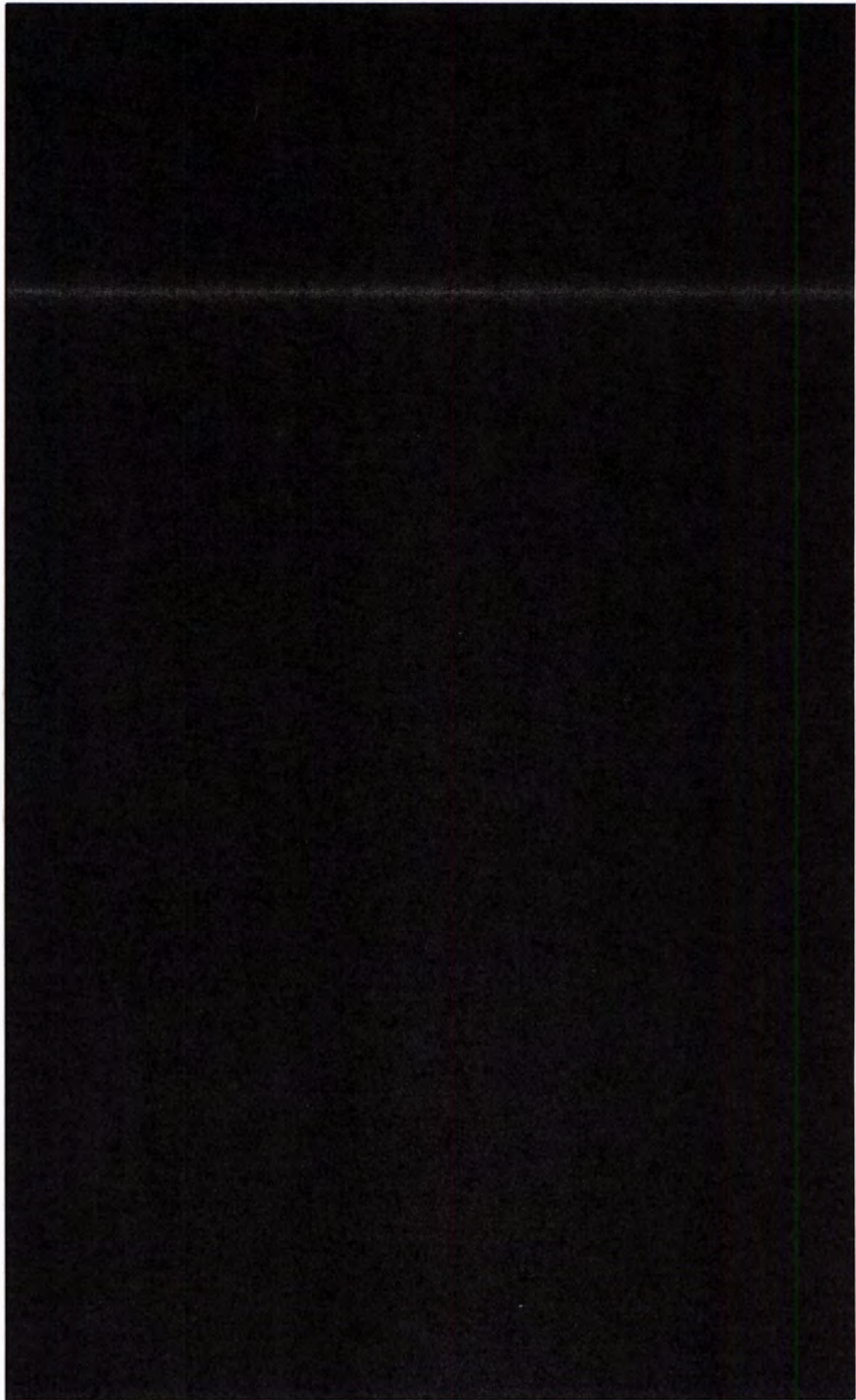
**O. ADVERTISING AND**



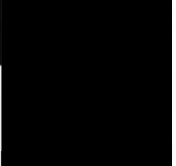
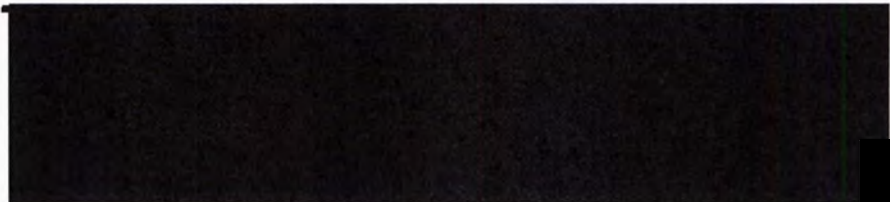
**PROMOTION:**

Licensee shall not advertise or promote, or permit the advertising or promotion of, the broadcast of any Picture

**P. DISNEY BRANDED SLOTS:**



**Q. DISNEY CHANNEL CARVE OUT:**





**R. DEFINITIONS:** As set forth in these Basic Terms and Conditions and in the Standard Terms and Conditions.

**S. CONFLICT:** In the event of a conflict between these Basic Terms and Conditions and the Standard Terms and Conditions, the provisions of these Basic Terms and Conditions shall prevail.

The signatories hereto represent and warrant that they are authorized to sign this Agreement on behalf of the respective named parties.

**THE WALT DISNEY COMPANY LIMITED**

**ČESKÁ TELEVIZE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 16/2/16

Dated: 19-02-2016

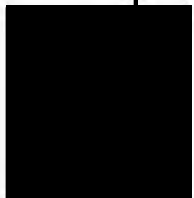
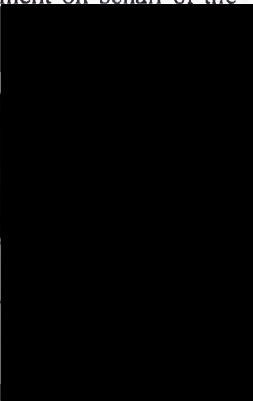
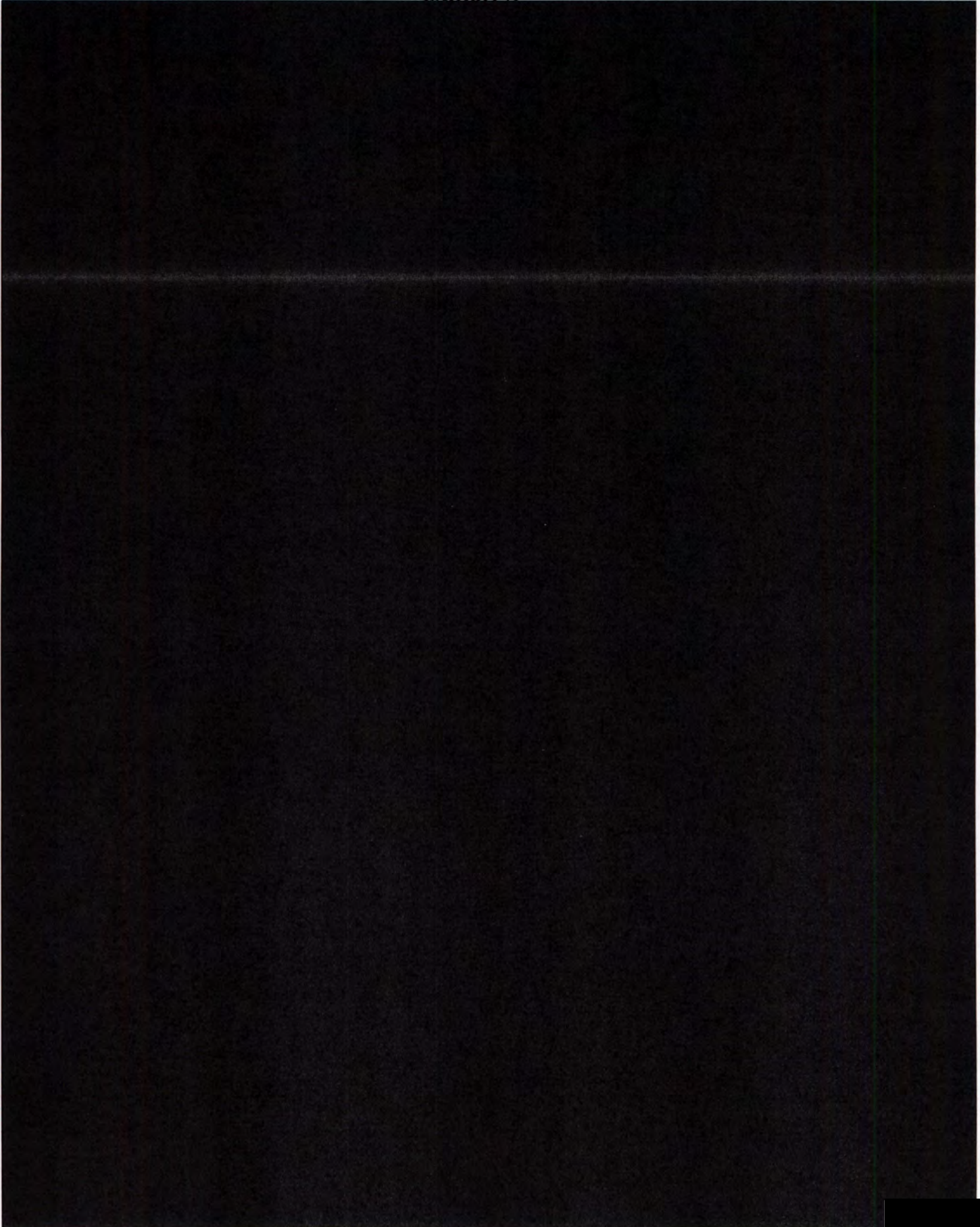
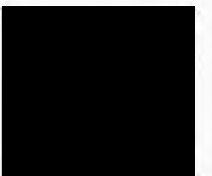


EXHIBIT A

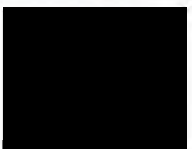
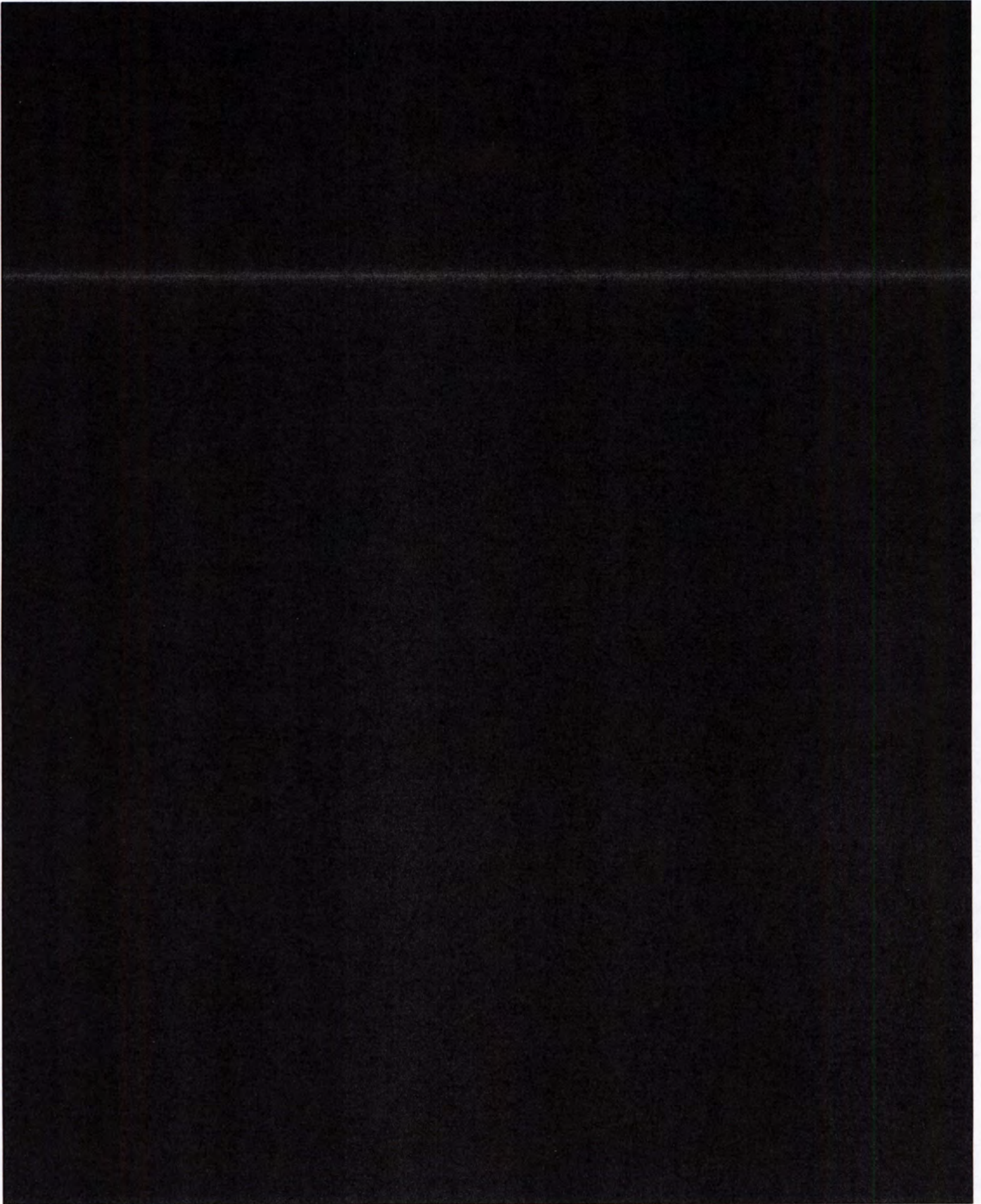


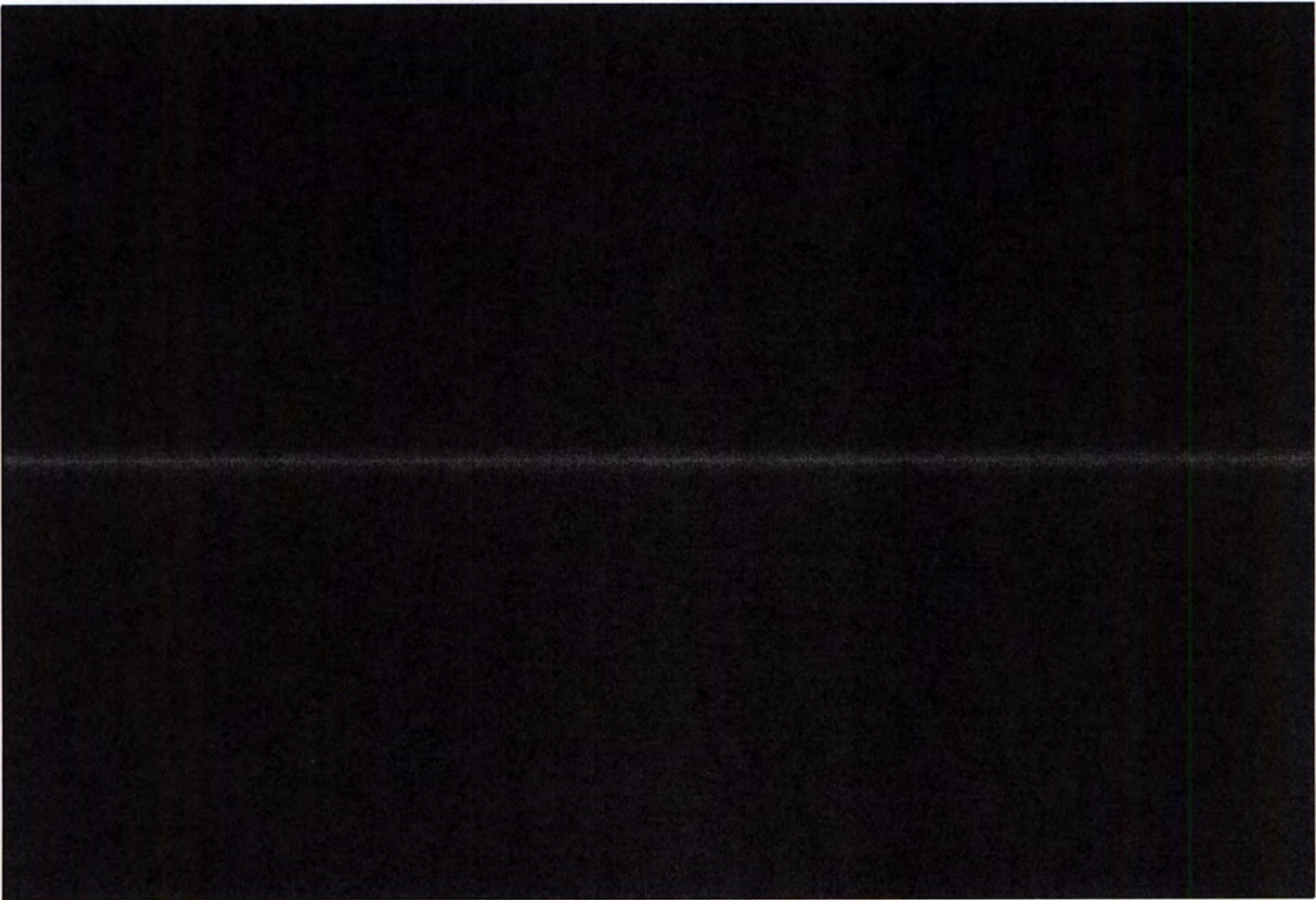
End of Exhibit A





**EXHIBIT B**





End of Exhibit B

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS.

Certain words and phrases as used herein and in the Basic Terms and Conditions, to which these Standard Terms and Conditions are attached, shall have the following meanings:

[REDACTED]

[REDACTED]

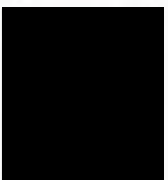
[REDACTED]

1.4 **“Day”** means any calendar day, provided that if any action is required to be taken on a date that is not a business day in London, England, the time for performance shall be extended until the next succeeding business day in London, England. A **“business day”** is a day on which banks are open for the conduct of normal banking business.

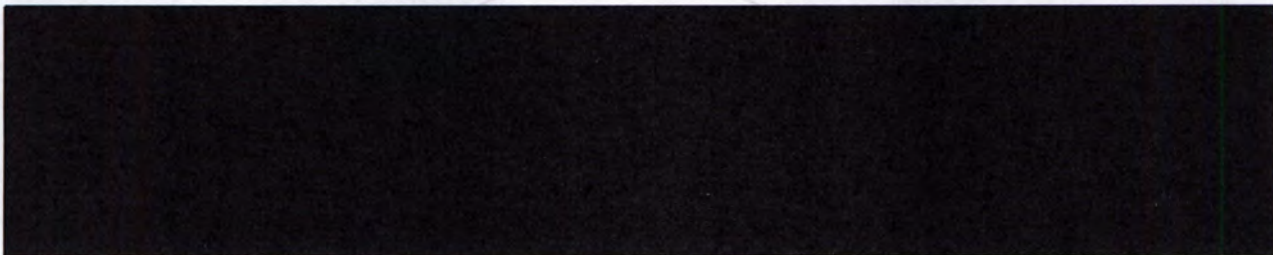
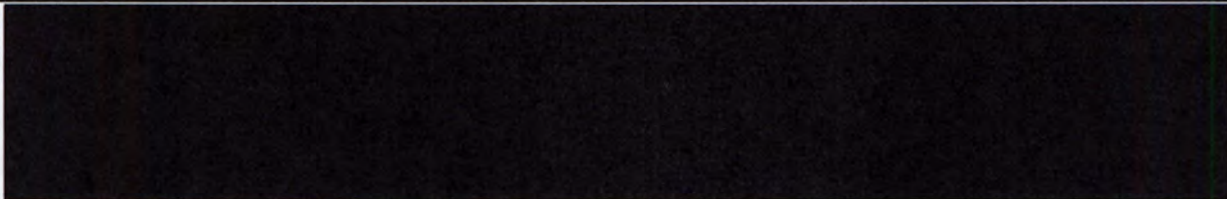
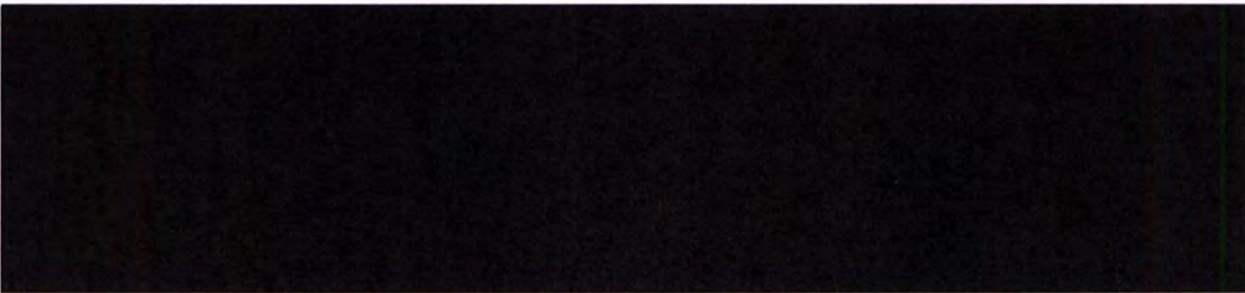
[REDACTED]

[REDACTED]

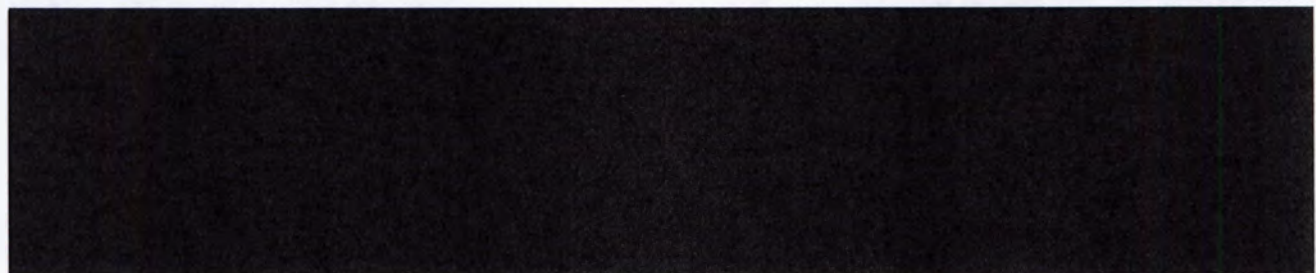
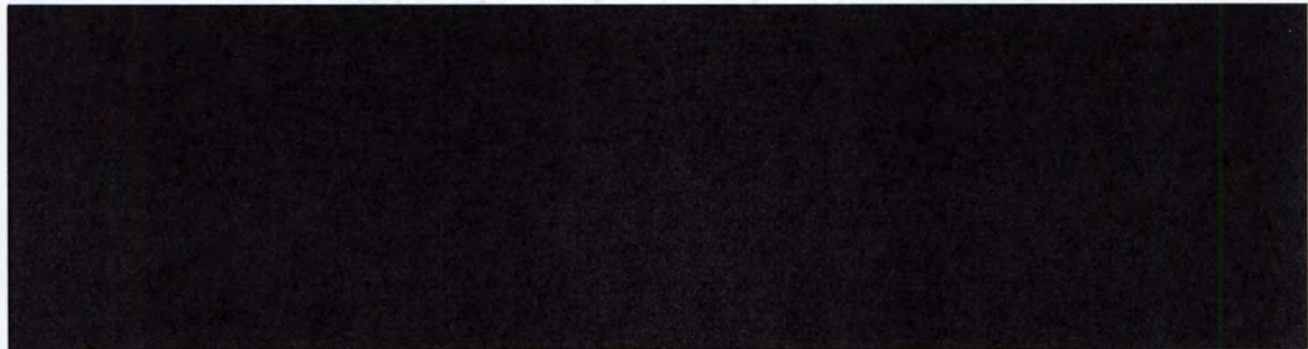
[REDACTED]



1.8 "License Fees" means all license fees and any other monies payable by Licensee to WDCL hereunder.

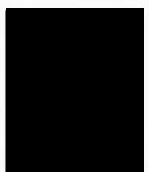


1.13 "Tape(s)" means any prints, videotapes, discs or videocassettes or any digital file of any Picture.

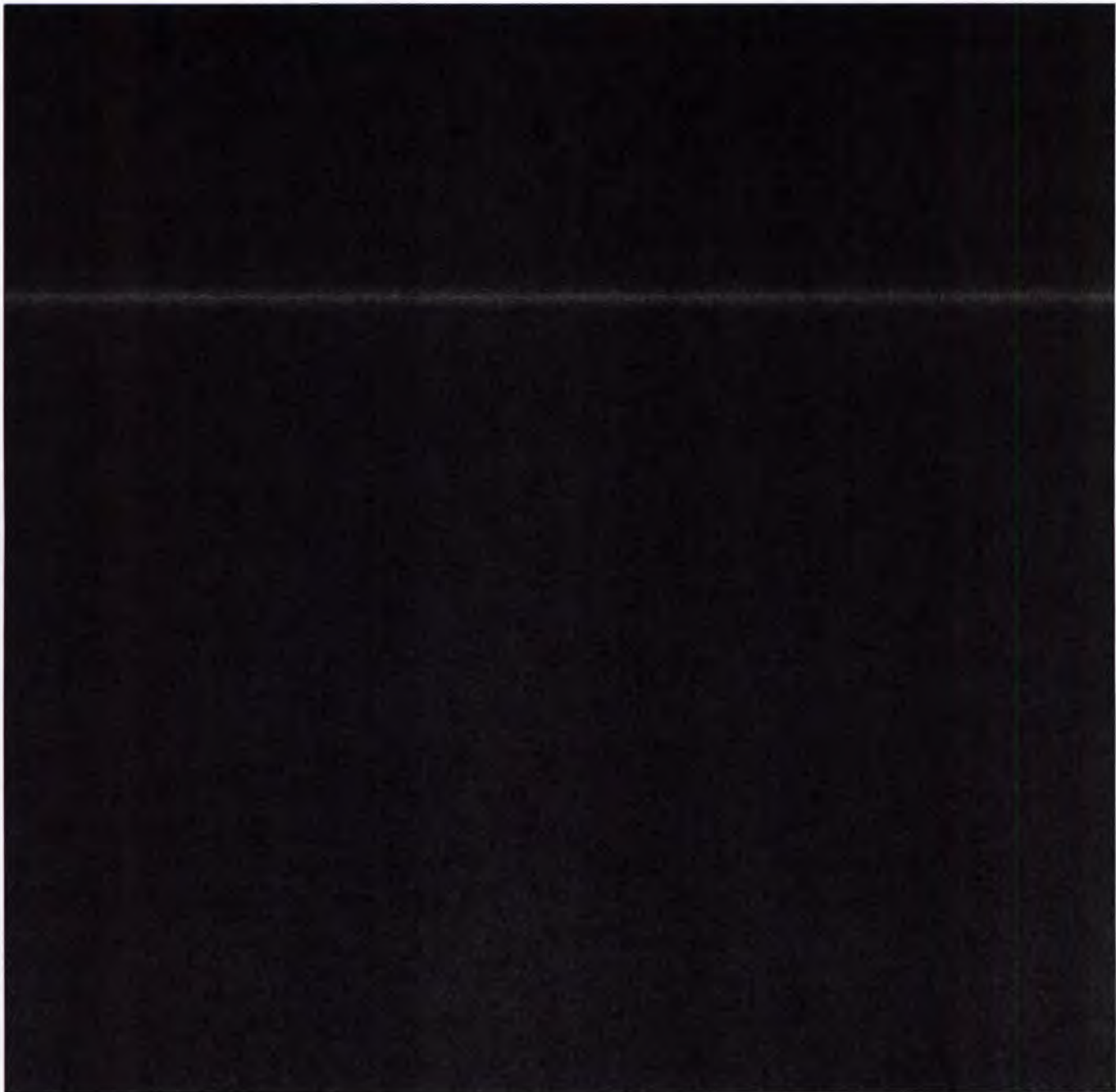


2. RESERVED RIGHTS.

2.1 As to each Picture and the literary, dramatic and musical material included in each Picture and upon which each is based, WDCL expressly reserves any and all rights not herein expressly granted to Licensee for transmission, broadcast or other exploitation of each Picture by any means now known or



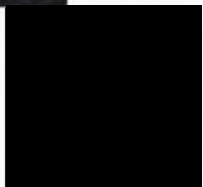
hereafter devised, in perpetuity and throughout the universe in all media (collectively, the "Reserved Rights") [REDACTED]



3. RETRANSMISSION.



4. SCOPE OF SIGNAL/OVERSPILL.



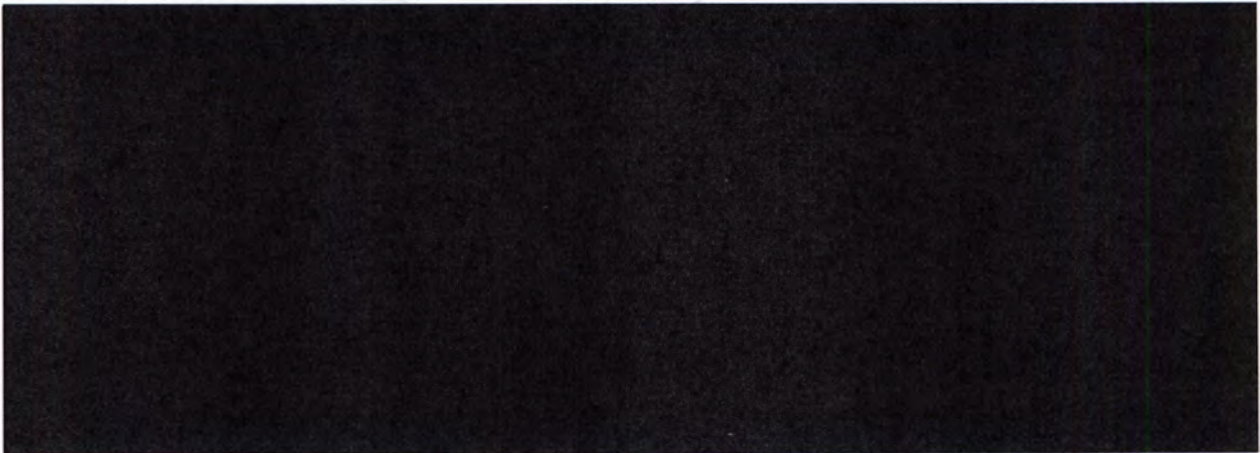


5. ROYALTIES/FEES ARISING OUT OF RETRANSMISSION, OVERSPILL OR VIDEO RECORDINGS.



6. RESTRICTIONS ON LICENSEE.

6.1 Licensee shall not:



6.1.5 distribute or exhibit any Picture or any part thereof outside the Territory or after the expiration of its License Period; and

6.1.6 authorize any other party to do any of the acts forbidden in this Agreement.

7. REPORTS.



Licensee shall, upon request, advise WDCL of the scheduled and/or actual broadcast date of any Picture.



8. PAYMENT.

8.1 No Offset; Prompt Payment. Licensee agrees to pay to WDCL License Fees whether or not any given Picture is broadcast by Licensee or any permitted third party, without deductions, set-offs, counterclaims or other forms of credits or offsets that Licensee may have or claim to have against WDCL by law or under any other agreement between WDCL and Licensee. Payment shall be accompanied by detailed remittance advices. Time is of the essence in the performance by Licensee of its obligations for payment hereunder.

Acceptance of any payment by WDCL after its due date shall not constitute a waiver by WDCL of any of its rights hereunder.

8.2 Exchange Control. If consent to payments by Licensee hereunder is necessary under any relevant laws or regulations, Licensee shall apply for such consent in sufficient time for the result of the application to be known before the date of the first broadcast hereunder. If the result is a refusal of consent, Licensee shall immediately notify WDCL who, in its sole discretion, shall be entitled to terminate this Agreement or vary the provisions for payment so as to comply with such laws or regulations.

8.3 Blocked Currency. Without limiting the foregoing, if Licensee is unable, because of governmental restrictions or other similar causes, to remit to WDCL any sums of money due to WDCL hereunder, Licensee shall immediately notify WDCL in writing and await instructions as to the disposition of such sums. In that case, WDCL shall have the option of (i) terminating this Agreement; or (ii) directing Licensee to deposit for WDCL's account in such name and depository as WDCL may designate all sums due to WDCL in the currency of the Territory, at the rate of exchange in effect on the due date or on the date of actual payment, whichever results in the greater amount in the currency of the Territory. Licensee shall reimburse WDCL for any costs incurred in collecting any sums due under this Agreement.

9. TAPES.



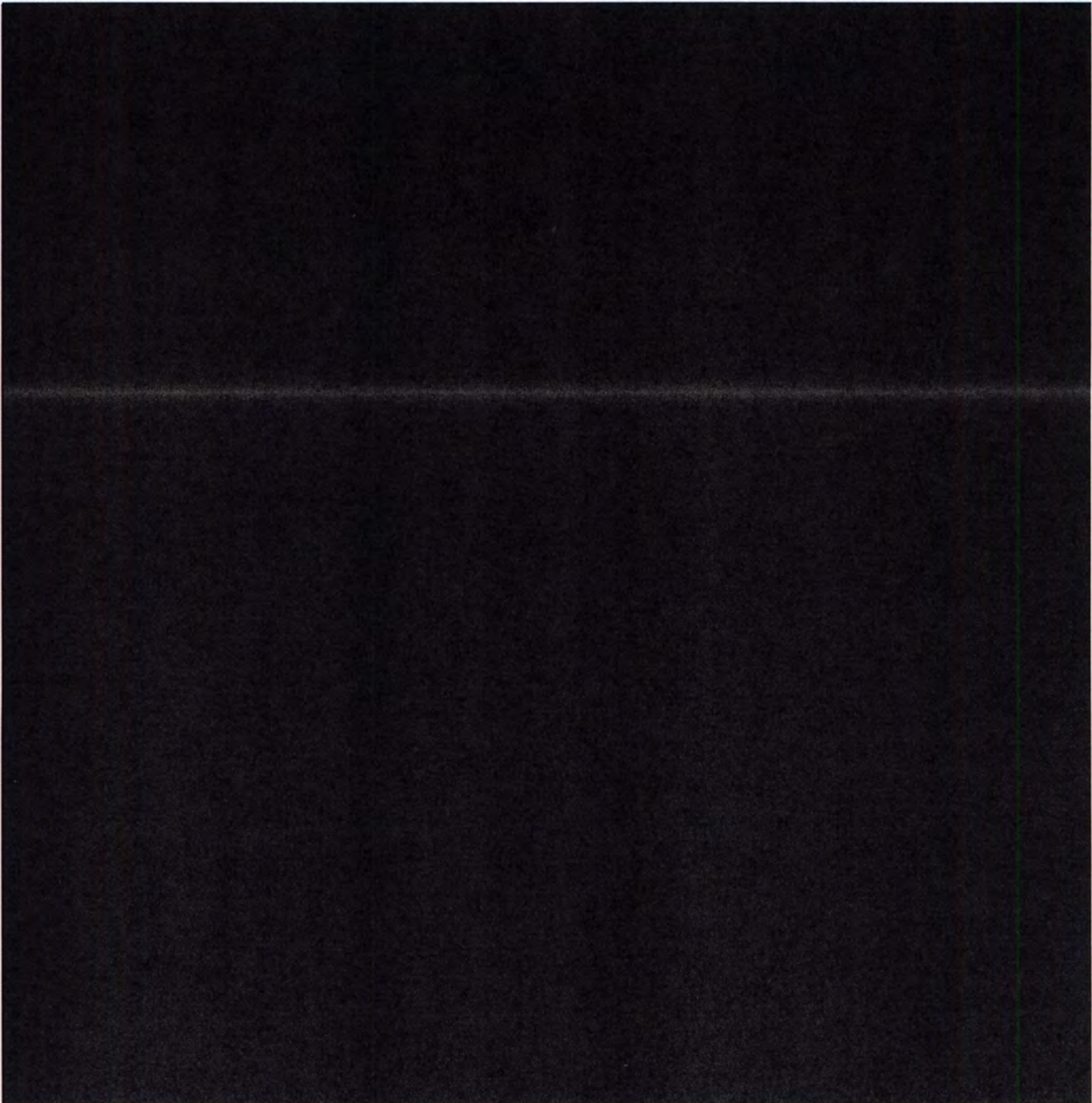
9.3 Insurance/Loss/Theft/Damage. Licensee agrees to maintain throughout the Term adequate insurance covering the loss, theft, damage (other than normal wear and tear) or destruction of the Tapes and other materials delivered to or on behalf of Licensee. For insurance purposes, [REDACTED]

For any Tapes lost, stolen, damaged or destroyed, Licensee shall pay to WDCL the applicable replacement cost no later than seven (7) Days after receipt of an invoice from WDCL. It is hereby acknowledged that such payment shall not give Licensee any right, title or interest in or to the Tape or the materials embodied thereon. Licensee agrees to supply WDCL with a duly signed affidavit in the event any Tape is lost, stolen, damaged or destroyed. If any lost or stolen Tape or other materials are subsequently recovered, Licensee shall immediately notify WDCL to that effect and follow WDCL's instructions as to their disposition. All risk of loss of Tapes and other materials in transit to or from Licensee or while in Licensee's possession or control shall be borne by Licensee.

9.4 Return. At the earlier of (i) the expiration of the License Period of each Picture, or (ii) the termination of this Agreement, upon the request of WDCL, Licensee agrees to return at Licensee's expense any and all Tapes, Local Language Tracks, dubbing reference materials and files relating to each Picture to WDCL at the following address: [REDACTED]

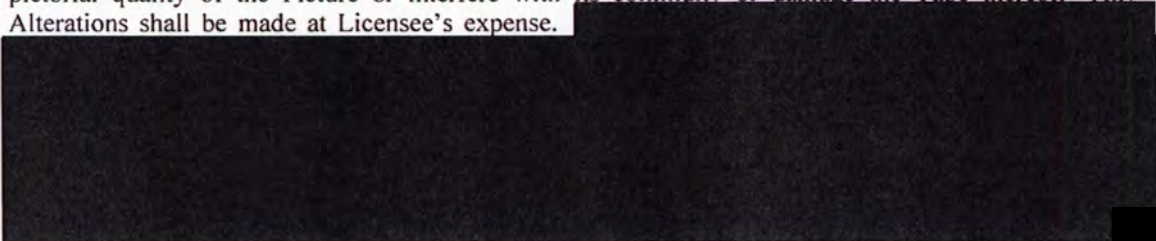
[REDACTED] or to such other address as may be notified to Licensee by WDCL. WDCL may elect to require Licensee by written notice to destroy or erase the Tapes and materials supplied to Licensee and to furnish an affidavit certifying that such destruction or erasure has occurred.

10. DUBBING/SUBTITLING.



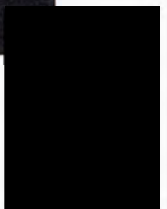
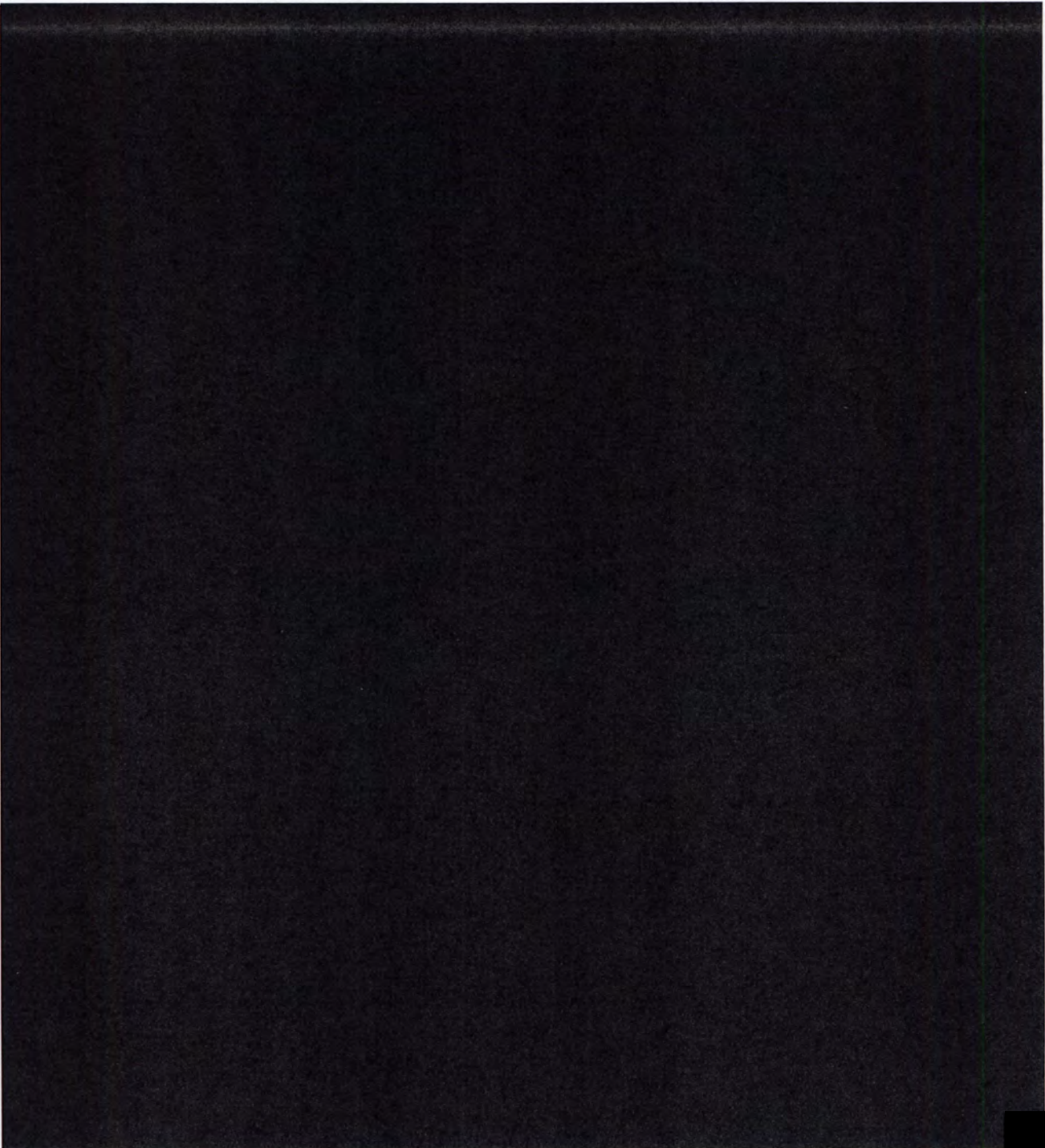
11. ALTERATIONS, ETC.

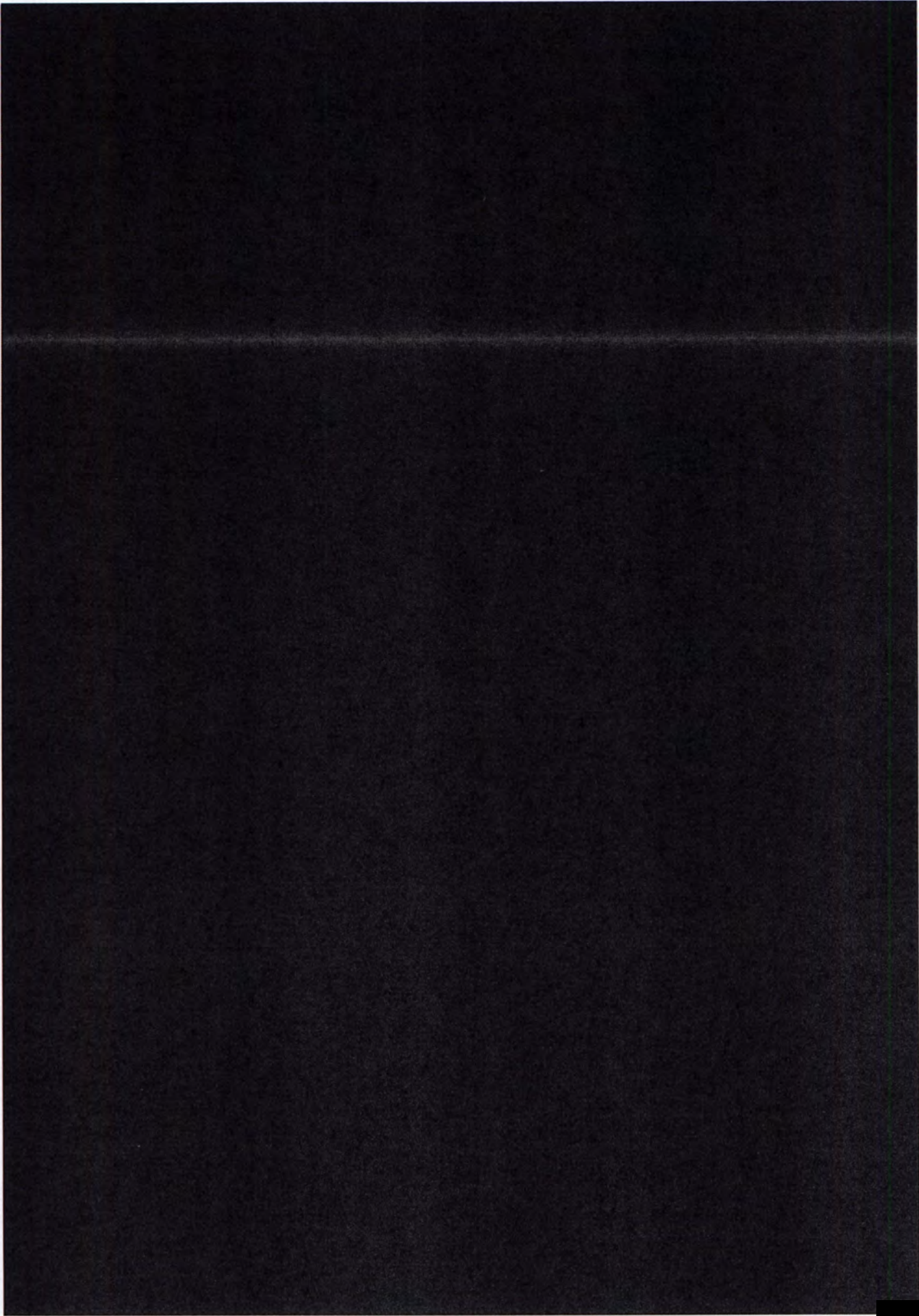
Except as provided in this Paragraph 11, each Picture shall be broadcast in its entirety in a single continuous time period interrupted only by advertising, sponsorship, public service and station break announcements. Subject to the following sentence, Licensee shall make only such minor cuts or deletions as may be necessary to make each Picture conform to applicable laws, government orders and regulations and collective bargaining agreements, to meet reasonable and customary broadcast time segment requirements and to insert reasonable and customary amounts of commercial matter, but in no event shall such insertions, cuts or deletions (collectively: "Alterations") detract from the artistic or pictorial quality of the Picture or interfere with its continuity or damage the Tape thereof. Any Alterations shall be made at Licensee's expense.






12. ADVERTISING AND PROMOTION.

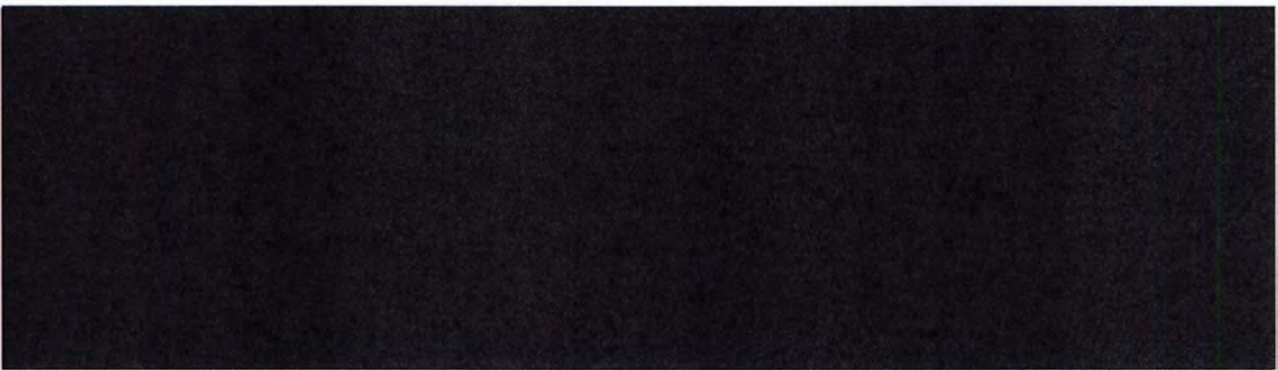




13. WARRANTY BY WDCL.

- 13.1 WDCL warrants that it is a limited company incorporated under the laws of England and Wales, has been in continuous existence since incorporation and has the right, power and authority to enter into and perform this Agreement.
- 13.2 WDCL warrants with respect to each Picture delivered that it has the right to license such Picture on the terms provided in this Agreement and that such licence shall not violate the rights of any third parties. No representation or warranty is hereby given as to trade mark rights on each Picture's title.
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14. WARRANTIES BY LICENSEE.

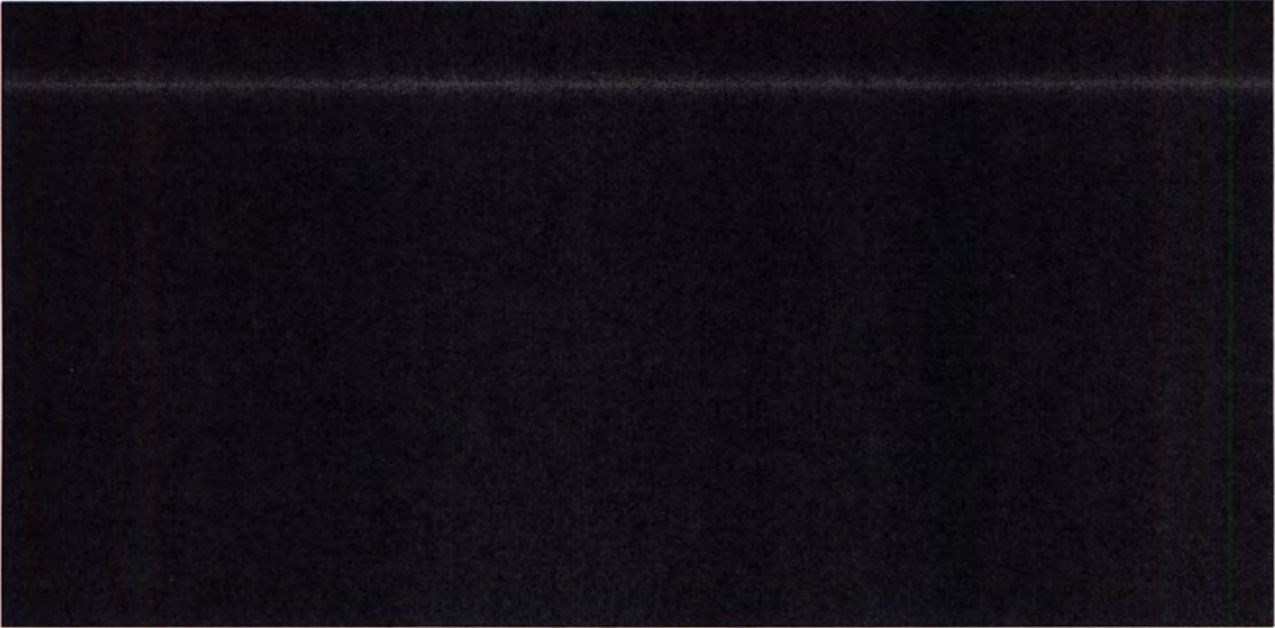
- 14.1 Licensee warrants that it is duly organised, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, has been in continuous existence since its incorporation and has the right, power and authority and has taken all action necessary to execute, deliver and exercise its rights and perform its obligations under this Agreement.
- 14.2 Licensee warrants that it shall not use, or authorise the use by any third party of the Pictures, any materials supplied to Licensee hereunder or the constituent elements of the Pictures (including, without limitation, the images, characters, music and dialogue contained within the Pictures, all of which shall hereinafter be referred to as the "Constituent Elements") except as expressly authorised by this Agreement.
- 14.3 Licensee warrants that it shall comply with all of its representations, obligations, covenants and agreements and perform all of its obligations and responsibilities contained within this Agreement.
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15. SPECIAL GRANT OF RIGHTS.

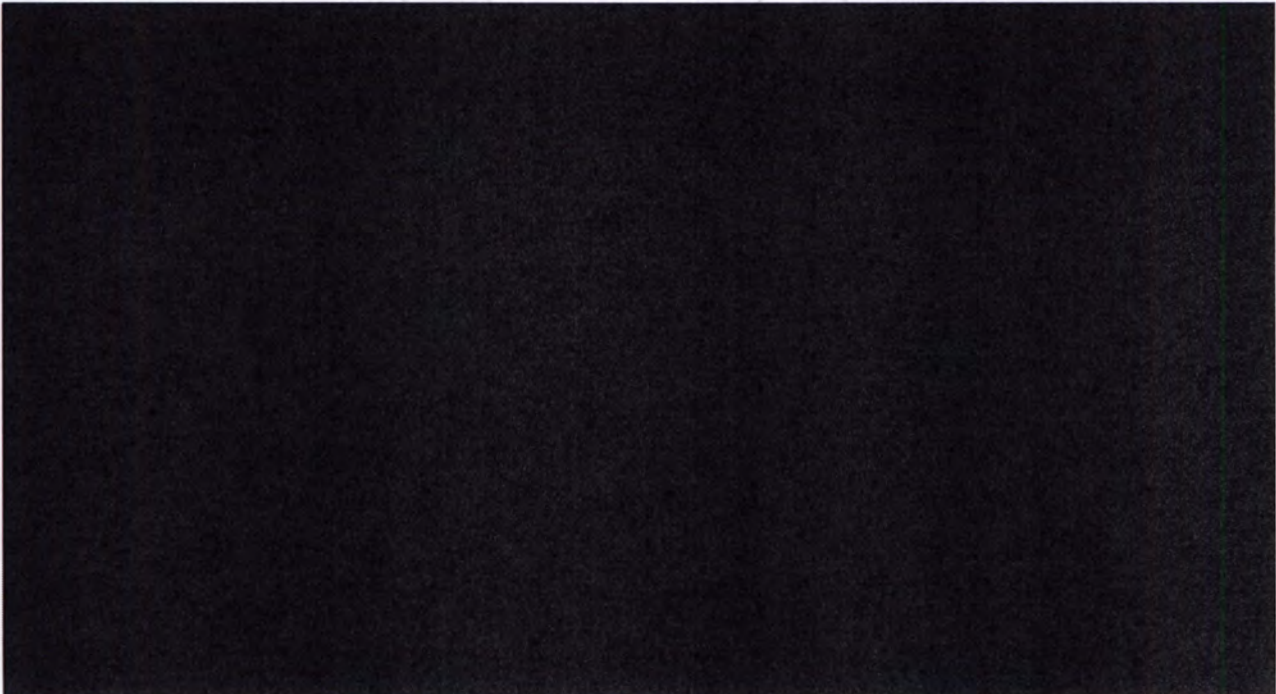




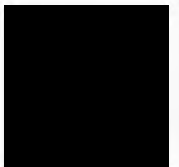
16. PIRACY.



17. MUSIC.



18. TAXES.



18.1 Licensee shall, subject to paragraph 18.2 below, pay and indemnify WDCL from all taxes including withholding tax, charges, assessments, tariffs, customs, duties, levies, import and export charges, censorship charges, and any other fees (including, without limitation, interest and penalties thereon) resulting from the delivery, broadcast, possession or use in any way of any Tape or Picture. If any such sums fall due and WDCL pays such sums because Licensee has failed to do so in the required time, then Licensee shall be required to reimburse WDCL for such expenditure immediately upon demand.

18.2 If any deduction, withholding, income or similar tax is required by any applicable laws to be made from the Licence Fee, then Licensee shall:

18.2.1 [REDACTED] ensure that the deduction, withholding, income or similar tax payable is in accordance with the applicable laws and any double taxation treaty as referred to in paragraph 18.5 below;

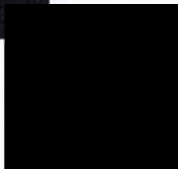
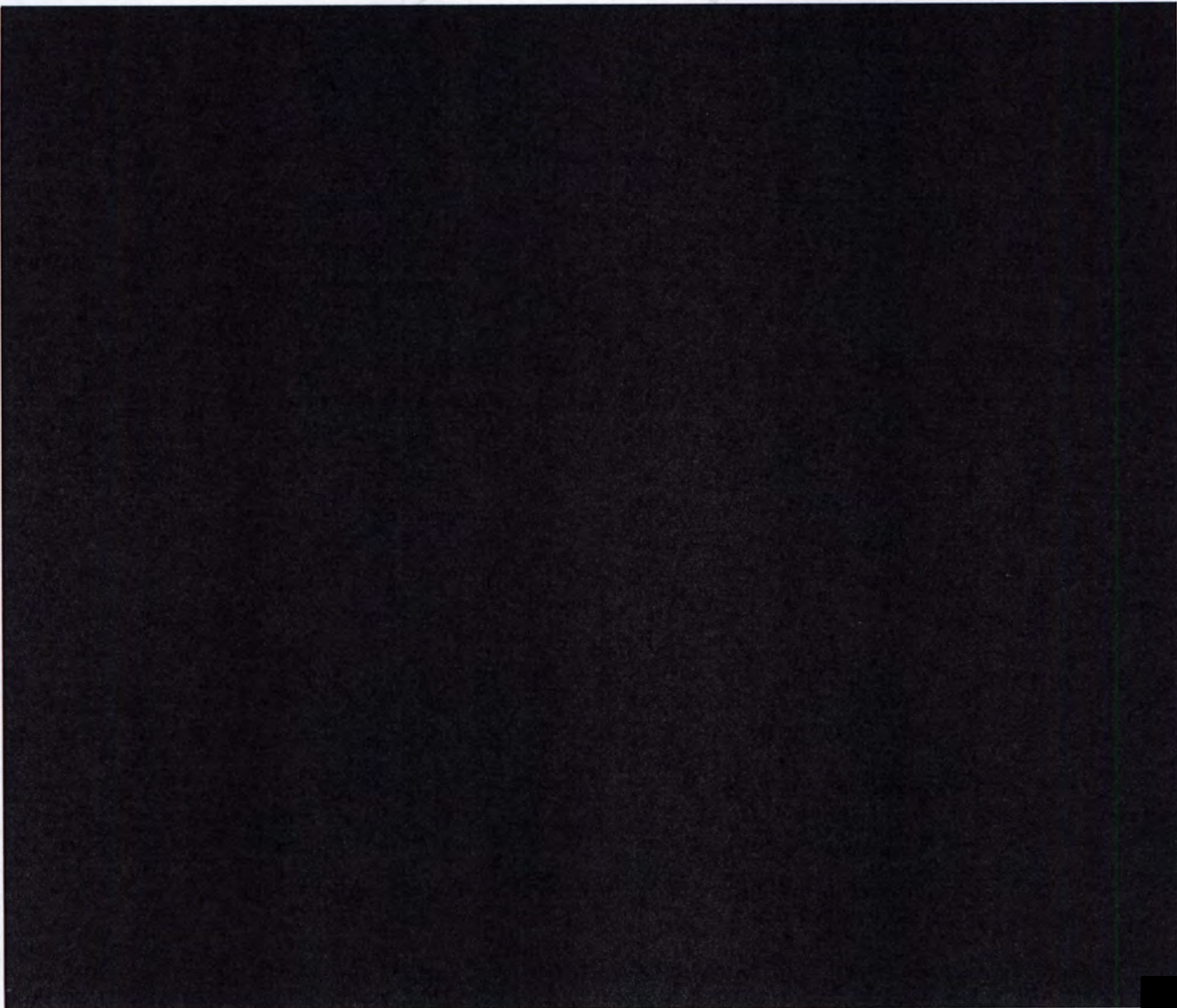
18.2.2 be responsible for the payment of the requisite sum together with the provision of all required documentation to the competent tax authorities; and

18.2.3 be permitted to deduct such amount from the Licence Fee or any other relevant amount payable as applicable.

18.3 Licensee shall be required, [REDACTED] to provide WDCL with customary documentation in a form which is satisfactory to WDCL evidencing the deduction or withholding made, the sum paid in satisfaction of the deduction or withholding, and receipt by the competent tax authorities of such payment (a period of more than thirty (30) Days is permitted if the tax authorities do not issue such documentation until the end of the quarter/year). Licensee shall cooperate with WDCL and provide WDCL with any other information or documentation reasonably requested by WDCL to enable WDCL to adequately support any foreign tax credit WDCL claims which is attributable to deduction, withholding, income or similar tax withheld by Licensee from License Fee payments due to WDCL. All sums paid shall be treated for all purposes as payments made solely by and on behalf of WDCL. [REDACTED]

18.4 Licensee's responsibility for any deduction, withholding, income or similar tax relating to or imposed on License Fees shall include, but not be limited to, responsibility for any retroactive assessments of such deductions or withholdings that may be made at any time during or after the Term of this Agreement by any competent tax authorities.

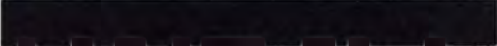
19. DEFAULT.








20. FORCE MAJEURE.

20.1  loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond its reasonable control ("Force Majeure"), including but not limited to accident, acts of God or of the public enemy, acts or failure to act of any governmental or public authority of any kind, war or warlike operations, civil war or commotion, mobilisations or military call-up and acts of a similar nature, revolution, rebellions, sabotage, insurrection, riots, difficulty or increased cost in obtaining workers, goods or transport, strikes and other labour difficulties, fires, floods, quarantine restrictions, epidemics, freight embargoes or unworkable weather, or because of non-production or failure to complete production of any motion picture or television programme as yet unproduced.

20.2 Subject to paragraph 20.4 below, if any Force Majeure causes the failure or the delay in production and/or delivery of the Tapes, then:



21. LIMITATION OF LIABILITY.

WDCL shall not be liable for any loss of goodwill, bargain or business opportunity, loss of profit or any loss or damage of an indirect or consequential nature arising as a result of a breach of the warranties contained in Paragraph 13 or of any other provision of this Agreement.

22. WITHDRAWAL OF PICTURES.





23. CONFIDENTIALITY.

23.1 No Disclosure. Neither party shall divulge or announce, or in any manner disclose to any third party, any of the terms and conditions of this Agreement or any other confidential information which either party may disclose to the other in connection with this Agreement [REDACTED] without the express written consent of the other party (which consent may be withheld in that party's sole discretion), except:

23.1.1 to such extent as may be required by any applicable law, government order or regulation or by order or decree of any court of competent jurisdiction, recognized stock exchange and in the event that disclosure is required in any such investigatory, legal, regulatory or administrative proceeding, the party required to make disclosure shall provide the other with the maximum prior notice practicable in the circumstances, so that the other party may seek a protective order or other appropriate remedy;



23.2 Public Domain. The provisions of this paragraph 23 shall not apply to any information which:

23.2.1 is at the date of this Agreement in, or subsequently enters, the public domain, other than by default of the recipient party;

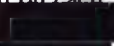
23.2.2 is obtained by the recipient party from a bona fide third party having free right of disposal of such information; or

23.2.3 Licensee is able to demonstrate from written records to the reasonable satisfaction of WDCL, has been independently generated by Licensee without reference to WDCL's confidential information.

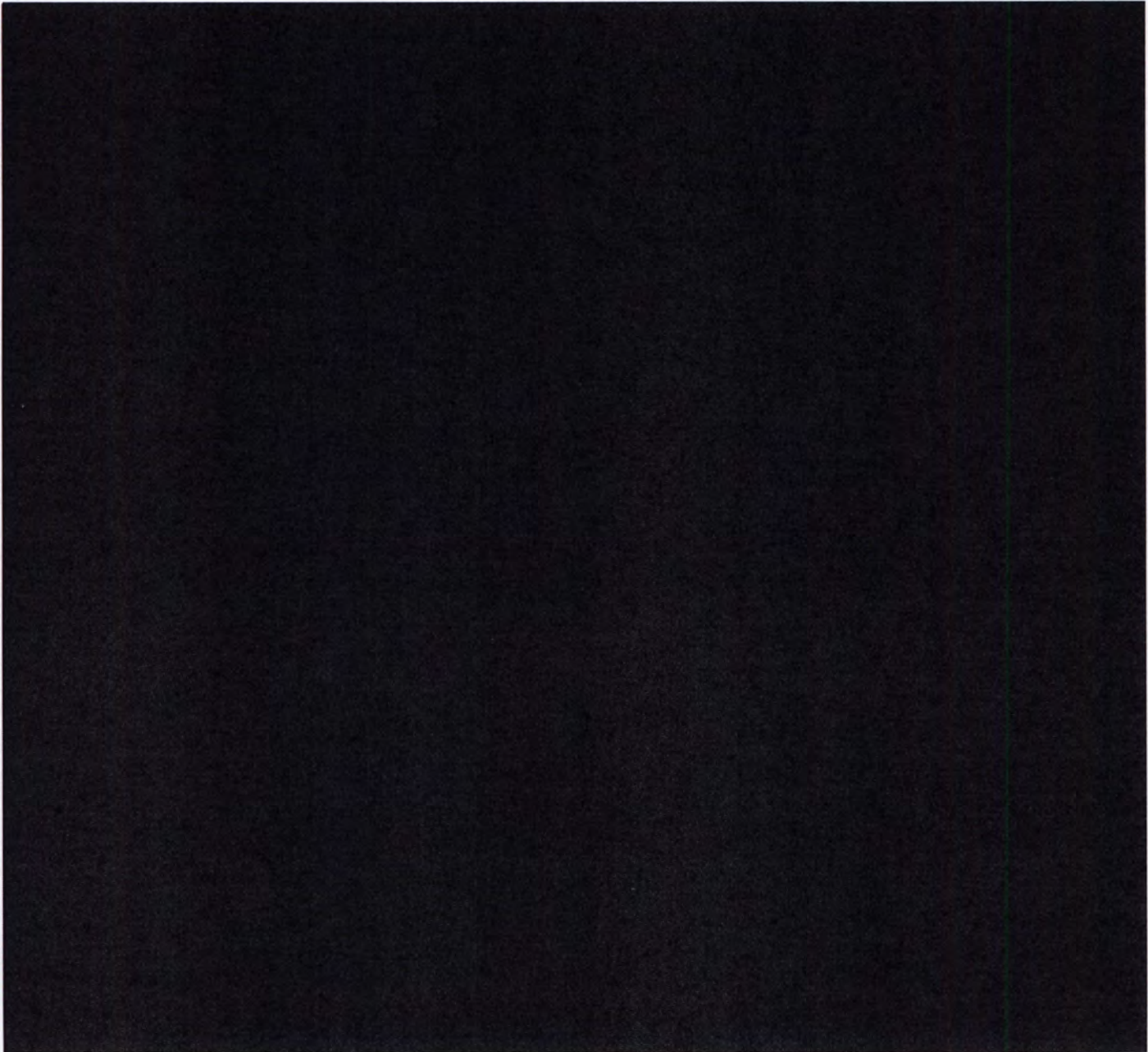


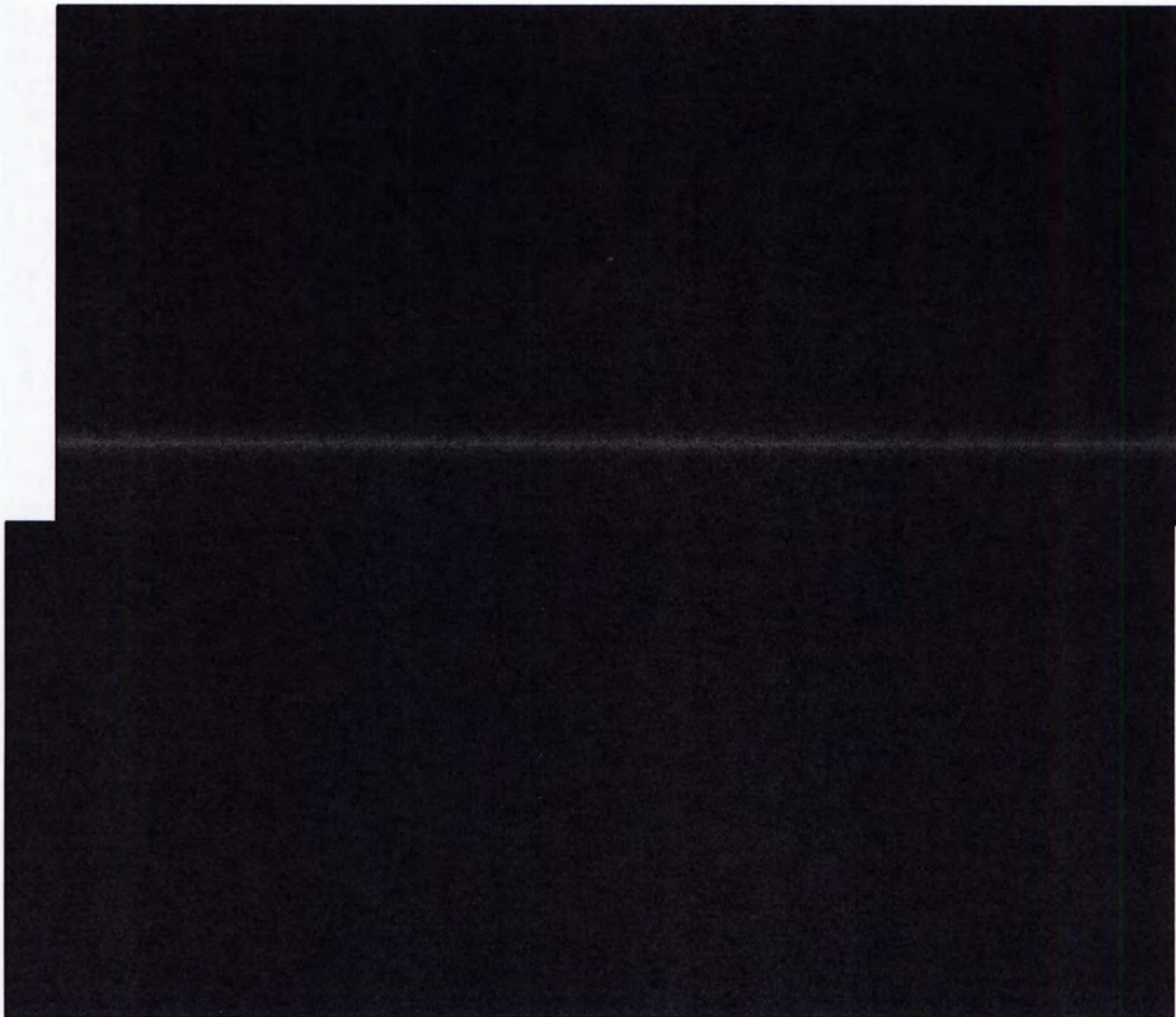


24. MISCELLANEOUS.

24.1 Notices. Any notices to be served under this Agreement shall be served in writing and served on each Party at its respective address as stated in this Agreement. Notices served on WDCL shall be 

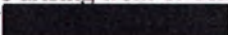
Notices shall be deemed given: (i) if delivered personally, when the person delivering the notice obtains the signature of a person at the registered address; (ii) if sent by registered post, except registered air-mail, two (2) business days after posting it; (iii) if sent by registered air-mail, six (6) business days after posting it; and (iv) if sent by fax, on completion of its transmission.

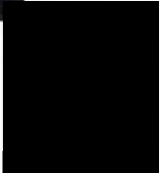






24.6 Compliance with laws: Licensee agrees, represents and warrants to conduct all of its activities relating to this Agreement in accordance with any and all applicable laws, rules and regulations, including without limitation, local and national laws, rules and regulations, treaties, voluntary industry standards (if any), and other legal obligations pertaining to this Agreement and/or to any of licensee's activities under this Agreement, including without limitation, those applicable to any tax, consumer and/or product safety, data privacy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment, trade restrictions (i.e., customs, export and import controls, sanctions and embargoes) including United States trade restrictions, and the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent) and the UK Bribery Act 2010 and any amendments thereto.

24.7 Governing Law and Jurisdiction.

24.7.1 This Agreement and all matters arising from or connected with it is governed by and construed in accordance with the laws of 



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- 24.8 Conflicting Law or Regulation. If any provision of this Agreement, applied to either party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, then the latter shall prevail, but in such event the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring them within the legal requirements. Each and all of the legal rights and remedies provided for in this Agreement shall be construed as being cumulative, and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law.
- 24.9 Variation. This Agreement may not be modified or waived in whole or in part except in writing.
- 24.10 Parties Bound. In the event two or more parties sign this Agreement as Licensee, each agrees to be jointly and severally bound.
- 24.11 No Waiver. A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies and shall not amount to nor be deemed to constitute an election to affirm. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 24.12 Headings. The headings in this Agreement do not affect its interpretation.
- 24.13 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any previous agreements, either oral or written, between the parties, relating to the subject matter of this Agreement and any other warranty, condition or other undertaking implied by law or custom is expressly excluded to the extent permitted by law. Each party confirms that it has not relied on any other representations, warranty or undertaking which is not contained in this Agreement and (without prejudice to any liability for fraudulent misrepresentation) no party shall have any remedy in respect of any other misrepresentation or untrue statement made (whether innocently or negligently) by the other party except to the extent (if any) that a claim lies under this Agreement.
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**APPENDIX A  
SPECIFICATION FOR DUBBED TRACKS**

