



1088402



Česká televize
Company VAT number: CZ00027383

and

GIL FORMATS LIMITED
Company VAT number: 515282671

ANNEX TO A FORMAT LICENSE AGREEMENT DATED 22.5.2017

Number 1088402/2894

Subject matter of the agreement:

Licence for publishing and selling of book

Price or value:

Euro 3,600

Date of execution:



LICENSE AGREEMENT DATED 7th FEBRUARY 2017 - ANNEX TO A FORMAT LICENSE AGREEMENT DATED 22.5.2017

BETWEEN

1. GIL FORMATS LIMITED, a company incorporated in Israel, with its place of business at 136 Rothschild Blvd, Tel Aviv 65272, ISRAEL ("GILF") AND
2. ČESKÁ TELEVIZE / Czech Television, Public Company established by the Czech Television Act No 483/1991 Coll., VAT No. CZ00027383, whose registered address is Kavčí hory, Na Hřebenech II 1132/4 140 70 Praha 4, Czech Republic, (hereinafter called "the Licensee")

PREAMBLE

- (A) GILF owns and exclusively controls all rights in the format [REDACTED] ("the Format").
- (B) The parties signed a Format License Agreement in respect of the Format on 22nd May 2017 ("Format License Agreement") whereby GILF granted to the Licensee certain rights in the Format to produce and broadcast a television program based on the Format in the territory of The Czech Republic ("the Territory").
- (C) To commemorate the upcoming memorial of the revolutionary events which occurred in the Territory in August 1968 ("the Events"), the Licensee now desires [REDACTED]
- (D) For the purpose of publishing the Book, the Licensee desires and GILF agrees to license to the Licensee certain rights in and to the Format, all as more fully defined in this License Agreement hereof.

THE PARTIES HEREBY AGREE AS FOLLOWS

- (E) The preamble to this License Agreement shall form an integral part hereof.
- (F) This License Agreement is to be annexed to the Format License Agreement and it shall form an integral part thereof.
- (G) GILF, hereby grants to Licensee, during the period commencing on the date of this License Agreement and expiring [REDACTED]

- (H) The aforementioned granted rights shall be subject to the following:
[REDACTED]

- b. GILF shall be entitled to use the Book and any excerpts thereof, free of charge and throughout the world for the purpose of promoting the Format.
- c. Licensee shall send GILF [REDACTED] copies of the Book and allow GILF, should it so desire, to purchase further copies [REDACTED].
- d. All costs and expenses in relation to the Book including (but not only) for any clearances and obligations that may be required for the creation, design, publishing and selling of the Book in the Territory and the Slovak Republic and any rights granted hereunder by GILF to Licensee shall be borne and shall be the sole responsibility of Licensee.

GILF shall be entitled to receive [REDACTED], (profit being net revenue after deduction of all editorial, print and distribution costs).

- e. emanating from sales of the first volume of the Book as follows:
 - i. Within 14 days of receipt of invoice issued by GILF on execution of this License Agreement, Licensee shall pay to GILF, to the bank account details to be supplied by GILF to Licensee, a non-returnable and [REDACTED] Euro 3600 (non-inclusive of VAT if applicable). [REDACTED]. Any license fee payment subject to withholding tax as per the Tax Treaty between the Czech Republic and Israel.
 - ii. Within 14 days of the end of each half year (30th June and 31st December), Licensee shall furnish GILF with a written report setting out the number of Books sold and the sums accruing to GILF for the period to which the statement relates. Licensee shall remit to GILF, within 14 days of receipt of the invoice based on the report, any payment due to GILF (non-inclusive of VAT if applicable). This obligation only becomes effective in case of printing additional copies of the Book exceeding the original [REDACTED] copies.
 - iii. GILF may at its own expense and not more frequently than once in each year of the Term, appoint an independent duly qualified accountant to inspect and examine the books of Licensee in so far as such books pertain to sales of the Book and any moneys payable to GILF hereunder. Such inspection may be made at any time on prior notice and during normal business hours.
 - iv. All payments to GILF under this License Agreement shall be in EUROS converted at the rate prevailing on the date of payment and shall be net of any and all charges and/or deductions, e.g., deductions of bank charges, conversion costs, VAT, etc.

Timely payment is conditioned upon receipt of the 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. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.

- f. Neither party shall be entitled to commercially exploit the Book after the expiration of the Term without mutual agreement on conditions of such future exploitation.

(i) **Miscellaneous.**

- a. Licensee shall treat any information supplied by GILF as confidential and shall not be disclosed to third parties except as necessary to implement the terms of this License Agreement.
- b. Licensee will strictly observe and comply with all of its obligations under this License Agreement.

- c. The parties warrant that they have full power and authority to enter into this License Agreement, to grant the rights herein and fully perform their obligations hereunder.
- d. Licensee shall not assign or transfer any of its rights and obligations under this License Agreement. GILF shall be free to assign its rights under this License Agreement provided however that nothing in any such assignment shall derogate from rights of licensee hereunder.
- e. This License Agreement shall be governed by and construed in accordance with the laws of Israel, the courts of which shall have exclusive jurisdiction over any claim, dispute or matter arising under this License Agreement.

IN WITNESS WHEREOF, the parties have signed this License Agreement as of the date first written above.

11.3.2018

GIL FORMATS LIMITED

גיל פורמטס בע"מ
Gil Formats Ltd.
515282671 .פ.ח

8.3.2018

ČESKÁ TELEVIZE

executive director of commerce

ČESKÁ TELEVIZE
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