



INTERNATIONAL FREE TELEVISION LICENSE AGREEMENT

Subject to timely payment of the License Fee and due performance of all other provisions of this Agreement, Warner licenses solely to the Licensee named below, and Licensee licenses from Warner, the Programs listed below on the terms and conditions contained herein.

Contract Date: 01-Dec-2017	Contract No.: 3102103
Licensor:	Warner Bros. Entertainment Nederland B.V. Piet Heinkade 173 1019 GM Amsterdam Netherlands VAT # NL001470905B01
Licensee:	Ceska Televize Kavci Hory 140 70 Prague 4 Czech Republic VAT # CZ00027383
Territory:	Czech Republic
Rights Granted and Permitted Means:	See Schedule A
Programs:	See Schedule 1
Licensed Service:	See Schedule A
Licensed Language:	See Schedule A
License Period:	See Schedule 1
Runs:	See Schedule A
License Fee:	(EUR) 362,840.00 (See Schedule 1 for detail)
Pay to:	
Payment Terms and Invoicing Instructions:	See Schedule A
Materials Specification:	HD (if available). File delivery.
Materials Payment Terms:	



Materials Charges:

None

Other Terms:

The parties have executed this Agreement effective as of the date first written above. This Agreement includes the attached Schedules, Riders, Exhibits and Additional Terms and Conditions.

Licensee: Ceska Televize

Licensor: Warner Bros. Entertainment Nederland B. V.

Signature:

Petr Dvořák
General Director
(Print or Type Name and Title)

- 7 - 02 - 2018

Signature:

Ronald W. Miele
Managing Director



SCHEDULE 1 - PROGRAMS
31-Dec-2017 - 31-Dec-9999 Availabilities Period 1
Agreement between
Warner Bros. Entertainment Nederland B.V.
and
Ceska Televize
Dated 01-Dec-2017

License Period

Availability Date	Expiration Date	Total License Fee
[REDACTED]	[REDACTED]	[REDACTED]

License Period

Availability Date	Expiration Date	Total License Fee
[REDACTED]	[REDACTED]	[REDACTED]

License Period

Availability Date	Expiration Date	Total License Fee
(P2) [REDACTED]	[REDACTED]	[REDACTED]

License Period

Availability Date	Expiration Date	Total License Fee
[REDACTED]	[REDACTED]	[REDACTED]

License Period

Availability Date	Expiration Date	Total License Fee
[REDACTED]	[REDACTED]	[REDACTED]



SCHEDULE 1 - PROGRAMS
Agreement between
Warner Bros. Entertainment Nederland B.V.
and
Ceska Televize
Dated 01-Dec-2017

Contd	Availability Date	Expiration Date	Total License Fee
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

License Period	Availability Date	Expiration Date	Total License Fee
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Total (EUR) : 362,840.00



SCHEDULE 1 - PROGRAMS
Agreement between
Warner Bros. Entertainment Nederland B.V.
and
Ceska Televize
Dated 01-Dec-2017

END NOTES

(P1)

[REDACTED]

(P2)

[REDACTED]



PRODUCT SCHEDULE SUMMARY
Agreement between
Warner Bros. Entertainment Nederland B.V.
and
Ceska Televize
Dated 01-Dec-2017

Program Category	Total Number Of Programs/ Hours Episodes	Total License Fee (EUR)

TOTAL LICENSE FEE TO DATE (EUR):

362,840.00



SCHEDULE A

1. RIGHTS GRANTED

Subject to the payment by Licensee of the License Fees set forth in Schedule 1 and to the satisfactory performance by Licensee of each of its material obligations under this Agreement, Warner hereby grants to Licensee a limited license under copyright to Exhibit the Licensed Language version of the Programs in the medium of Free Television on the Licensed Service in the Territory during the License Period applicable to each such Program on the terms and conditions set forth herein. No World Wide Web and/or Wireless rights are granted.

2. EXCLUSIVITY



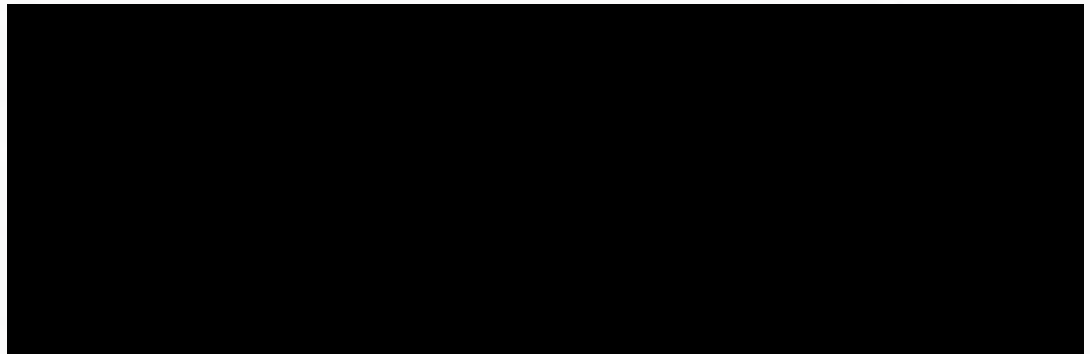
3. LICENSED TERRITORY



4. LICENSED LANGUAGE

4.1

4.2



5. LICENSED SERVICE

The only program services on which Licensee is authorized to Exhibit the Programs in accordance with the terms and conditions of this Agreement (the “**Licensed Service**”) shall be the Free Television broadcast stations in the Territory owned, operated and controlled by Licensee and currently known as:



6. RUNS

6.1



6.2

7. PERMITTED MEANS

The "Permitted Means" means the distribution of the Programs via Terrestrial, Cable/Wired System and Satellite and excludes the distribution of the Programs by any means not expressly granted (whether now known or hereafter devised). In the event Licensee is transmitting the channel(s) comprising the Licensed Service by more than one (1) means, the transmission of the channel(s) shall be simultaneous and identical across all means of transmission (including the same branding, programming line-up, and advertising and sponsorships, as applicable). In respect of Terrestrial means of delivery, Licensee may authorize Cable/Wired Systems and Satellite platform to retransmit the entire broadcast signal comprising the Licensed Service within the Territory, provided that (i) the Licensed Service shall only be available to viewers on the universal or lowest tier of the applicable Cable/Wired System or Satellite platform (as applicable), (ii) there will be no separate charge to the viewer for receipt of the Licensed Service, (iii) Licensee shall not authorize or license any Cable/Wired System or Satellite platform to retransmit any individual Program (as distinguished from the broadcast signal containing the compiled channel(s) comprising the Licensed Service), (iv) [REDACTED] (v) [REDACTED] the retransmission shall be simultaneous and identical to Licensee's Terrestrial program service.

8. PAYMENT TERMS

8.1 The total License Fee in the amount of (EUR) 362,840 is due and payable in full as follows:

8.2 Warner may elect to deliver invoices in respect of the License Fees hereunder via email in PDF format to the following address: faktury@ceskatelevize.cz.

9. MATERIALS

9.1

9.2

9.2.1

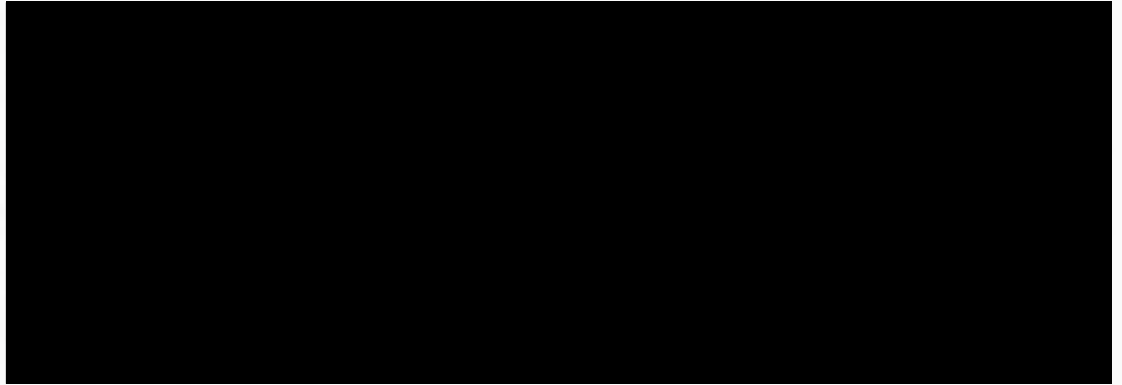
9.2.2

9.3

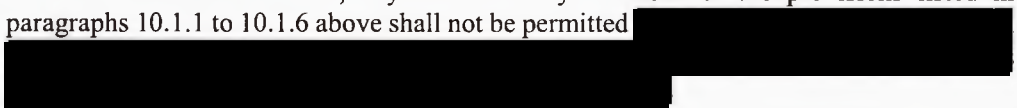
10. CONFIDENTIALITY

10.1 The parties hereby acknowledge that pursuant to the Act on Registration of Agreements (Act No. 340/2015 in the Czech Collections of Laws, hereinafter referred to as the “**Czech Registration Act**”) Licensee is required to disclose this Agreement in accordance with the provisions thereof. Warner hereby agrees that such disclosure shall be permitted

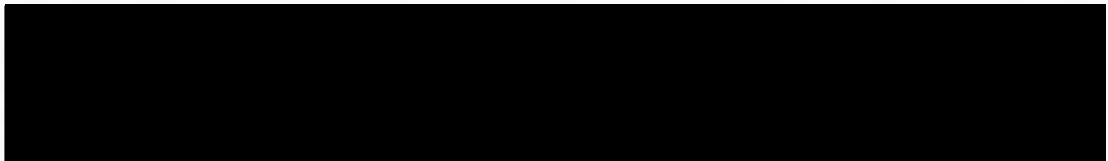
(i.e. such disclosure is required by law, a court of competent jurisdiction or any governmental or regulatory authority), provided that Licensee shall redact all sections in this Agreement highlighted yellow, including without limitation as summarized below, prior to such disclosure:



10.2 For the avoidance of doubt, any disclosure by Licensee of the provisions listed in paragraphs 10.1.1 to 10.1.6 above shall not be permitted



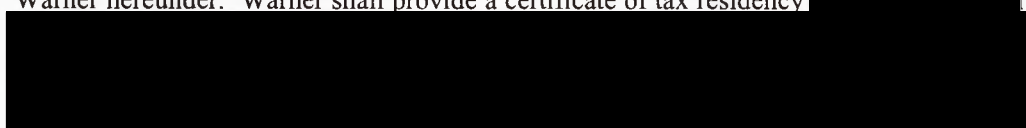
11. BOOKS AND RECORDS; REPORTING



12. MISCELLANEOUS

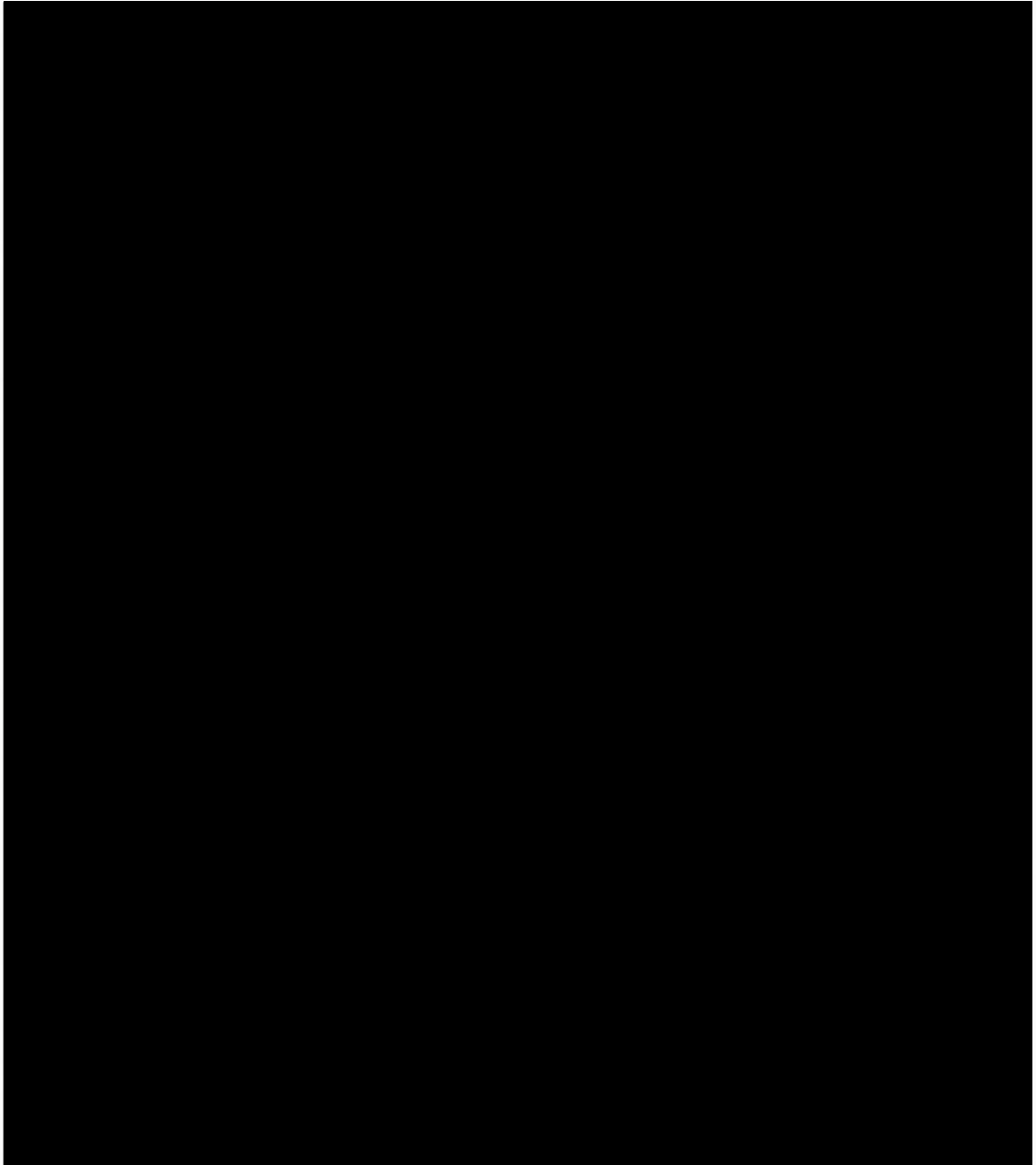
12.1 Any and all rights not expressly granted to Licensee herein are reserved by Warner and may be marketed, promoted and exploited by Warner prior to and concurrently with the rights granted herein.

12.2 Warner confirms that it is the beneficial owner of the License Fees payable by Licensee to Warner hereunder. Warner shall provide a certificate of tax residency



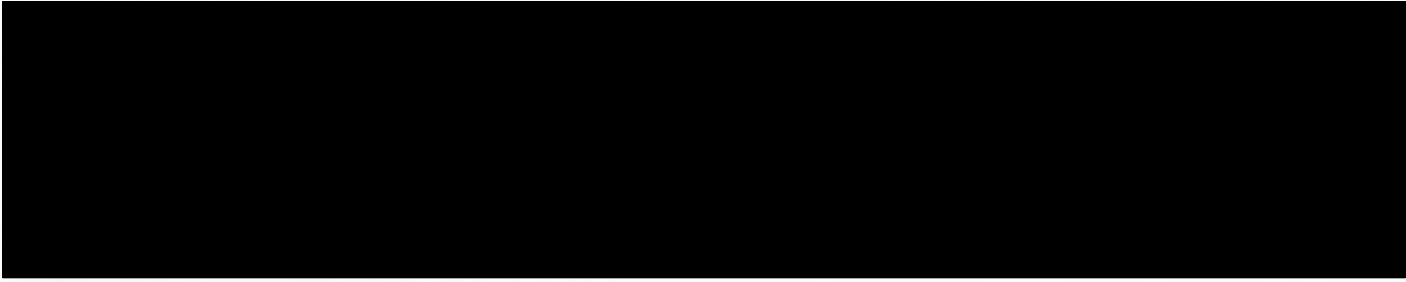
12.3 If any of the provisions of this Schedule A conflict with any of the provisions of the Additional Terms attached to the Agreement, the provisions of this Schedule A shall prevail.





SCHEDULE OF DEFINITIONS

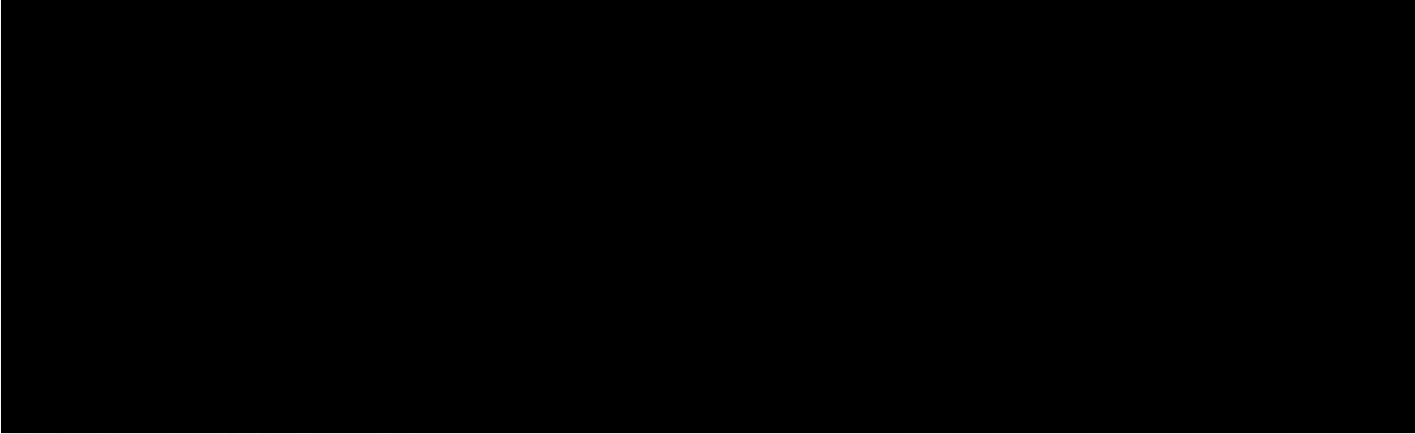
As used in this Agreement, the following terms shall have the respective meanings set forth below:



“Cable/Wired System” means transmission of a signal via hard line coaxial cable or hybrid fiber coaxial, in each case within a Closed System.

“Digital Subscriber Line” or **“DSL”** means twisted-pair telephone wiring that is capable of transmitting digital television signals, comprised of single line digital subscriber line, high data rate and very high data rate digital subscriber line, and asymmetric digital subscriber line.

“Encrypt” means to cryptographically encode a transmission signal to prevent the intelligible reception of such signal without the use of an authorized decoding key, which key is necessary to restore the signal to its original form. The expression **“Encrypted”** when used herein shall be read and construed accordingly.



“High Definition” or **“HD”** means the transmission of (i) an analog signal of quality higher than 625 lines (PAL/SECAM) or 525 lines (NTSC), or (ii) a digital signal having a resolution greater than 768x576 pixels (PAL/SECAM) or 854x480 pixels (NTSC), but in no event at a spatial resolution exceeding 1920x1080 pixels.

“IP Protocol – Closed System” means transmission of a signal via a content delivery network residing behind one (1) or more firewall(s), which (i) is not accessible from the Internet at large, (ii) uses IP Protocol to deliver content within the delivery network, and (iii) is only accessible to subscribers who have a contractual arrangement with the relevant service provider.

“Permitted Means” means the transmission methods authorized under this Agreement, and excludes the distribution of the Programs by any means not expressly granted (whether now known or hereafter devised). In the event Licensee is transmitting the channel(s) comprising the Licensed Service by more than one (1) means, the transmission of the channel(s) shall be simultaneous and identical across all means of transmission (including the same branding, programming line-up, and advertising and sponsorships, as applicable). In the event Free Television rights are granted under this Agreement via Terrestrial means of delivery, Licensee may authorize Cable/Wired Systems to retransmit the entire broadcast signal comprising the Licensed Service within the Territory, provided that (i) the Licensed Service shall only be available to viewers on the universal or lowest tier of the applicable Cable/Wired System, (ii) there will be no separate charge to the viewer for receipt of the Licensed Service, (iii) Licensee shall not authorize or license any Cable/Wired System to retransmit any individual Program (as distinguished from the broadcast signal containing the compiled channel(s) comprising the Licensed Service), (iv) [REDACTED] and (v) the retransmission shall be simultaneous and identical to Licensee’s Terrestrial program service.

[REDACTED]

“Run” means the commencement of any single exhibition of a Program (or episode thereof) on any channel of the Licensed Service which is capable of reception in any portion of the Territory.

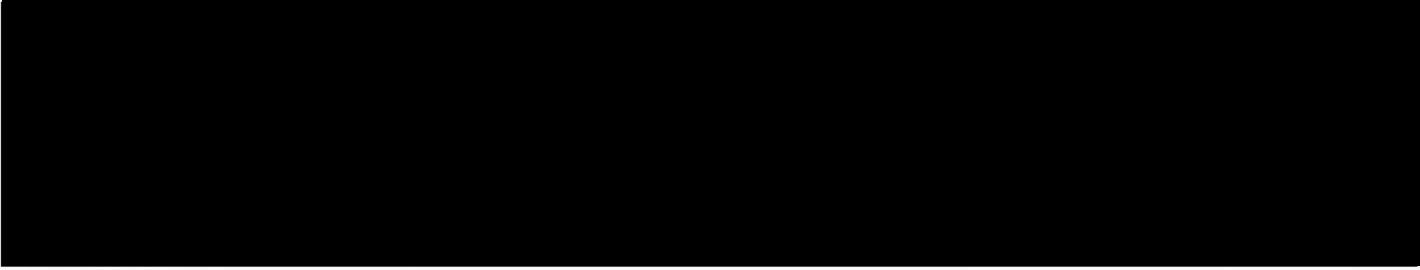
“Satellite” means transmission of a signal via satellite and received by the viewer through a satellite receiver dish, including DBS, DTH and SMATV.

“Standard Definition” or **“SD”** means the exhibition of (i) an analog signal of 625 lines (PAL/SECAM) or 525 lines (NTSC) or less, or (ii) a digital signal having a resolution that shall not exceed 768x576 pixels (PAL/SECAM) or 854x480 pixels (NTSC).

[REDACTED]

“Terrestrial” means transmission of a signal via standard, unencrypted over-the-air Hertzian wave, VHF, UHF or low power television signal, digital terrestrial television (DTT), MDS or MMDS, and MATV.





“**Wireless**” means transmission of a signal via closed cellular networks including DVB-H, DMB, 2G, 3G, 3.5G and 4G, where the program service is not available to viewers via the World Wide Web.

“**World Wide Web**” or “**Internet**” means the publicly accessible, world-wide system of interconnected computer networks that use the standard internet protocol suite, which includes, without limitation, the TCP/IP and UDP/IP protocols.

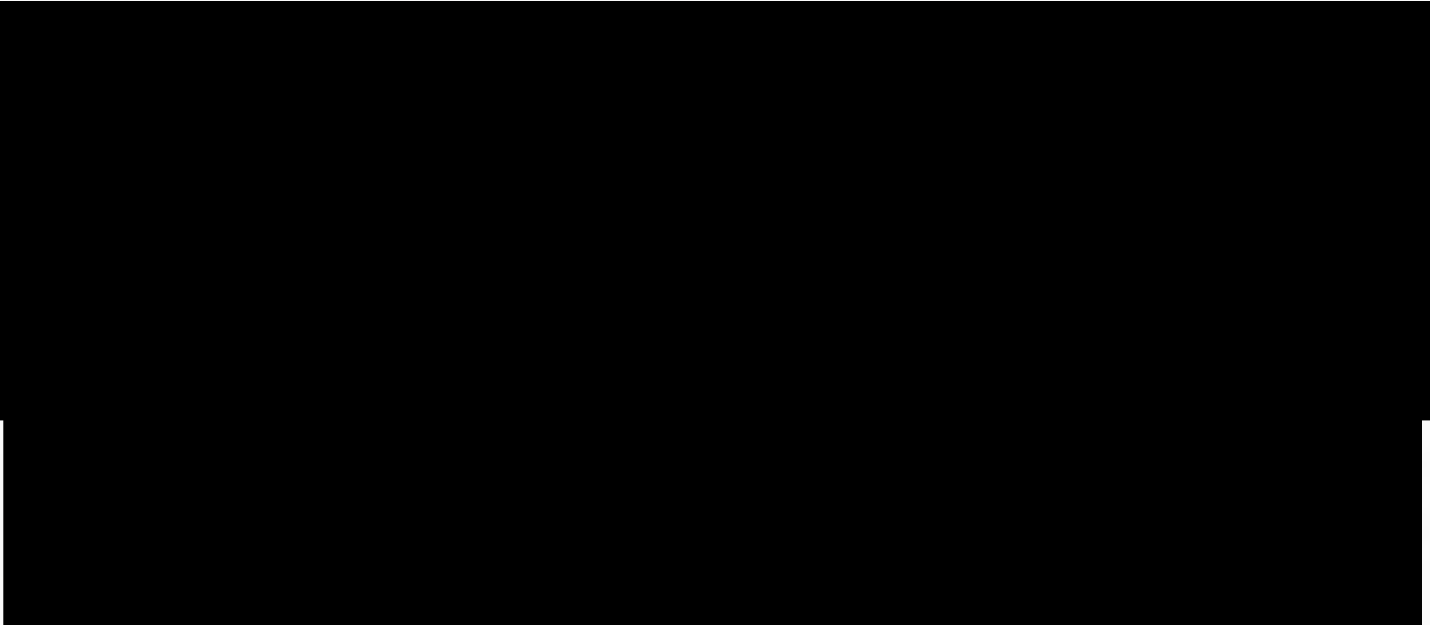
**WARNER BROS. ENTERTAINMENT NEDERLAND B.V.
INTERNATIONAL TELEVISION LICENSE AGREEMENT
ADDITIONAL TERMS AND CONDITIONS**

These Additional Terms and Conditions (“**Additional Terms**”) supplement the terms and conditions of the International Television License Agreement between Warner Bros. Entertainment Nederland B.V. (“**WARNER**”) and LICENSEE to which the Additional Terms are attached (the “**License Agreement**”). The License Agreement as supplemented by these Additional Terms shall be referred to hereinafter as the “**Agreement**”. Unless otherwise defined herein, all capitalized terms used in the text of the Additional Terms without definition shall have the same meanings as in the License Agreement.

In this Agreement “**Intellectual Property Rights**” or “**IPR**” shall have the following meaning: all rights in designs, trademarks, service marks, trade and business names, logos, get up and trade dress and all associated goodwill, rights to sue for passing off and/or for unfair competition, copyright, moral rights (to the extent applicable) and related rights, rights in computer software, rights in databases, domain names, social media identifiers, handles or similar, rights in information (including know-how and trade secrets) and the right to use, and protect the confidentiality of, confidential information, and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term and the right to sue for damages for past and current infringement in respect of any of the same.

1. LICENSE AND TERRITORY

(a) Subject to LICENSEE’s performance of each of its obligations under this Agreement including, but not limited to, the payment of License Fees, WARNER hereby grants LICENSEE a limited license to transmit, exhibit, perform, broadcast and communicate to the public and, if applicable, make available (“**Exhibit**” or “**Exhibition**”) each Program in its entirety in the Licensed Language, over the facilities of the Licensed Service, in the Territory during the License Period for each Program in the media specified under (and subject to and in accordance with) the License Agreement. Where the media granted under the License Agreement are linear, LICENSEE shall Exhibit each Program in its entirety in a single time slot without interruption, other than for the insertion of advertising as provided in paragraph 9(e) below. LICENSEE acknowledges that the license granted hereunder by WARNER is limited under copyright and that LICENSEE is not authorized to, and shall not authorize or permit any third party to, make the Programs available outside the Territory.



(f) In the event LICENSEE distributes the Licensed Service via third party distribution services or platforms, including without limitation cable, satellite or telecommunications platforms, LICENSEE shall procure the compliance of such platforms with all

of the terms and conditions of this Agreement. Any failure by such platforms to comply with any of the terms and conditions of this Agreement shall be deemed a breach of this Agreement by LICENSEE.

(g) Paragraph 25 shall apply in the event that any part of this paragraph 1 is contrary to any applicable law or the rule or regulation of any competent authority.

2. EXCLUSIVITY

3. LICENSE PERIOD AND TERM

(a) The license period for a Program (the “**License Period**”) shall begin on the date such Program first becomes available to LICENSEE as specified in the License Agreement (the “**Availability Date**”) and end on the earlier of: (i) the license end date specified in the License Agreement; (ii) the date of the last licensed Exhibition of such Program; and (iii) the earlier termination of this Agreement.

(b) The term of this Agreement (the “**Term**”) begins on the effective date specified in the License Agreement and ends on the earlier of: (i) the expiration of the last License Period to expire; and (ii) the date of any earlier termination of this Agreement in accordance with the provisions hereof. The expiration of the Term shall be without prejudice to the accrued rights and obligations of the parties, and to the rights and obligations which expressly or by implication survive the expiration of the Term or the earlier termination of this Agreement.

4. PAYMENT OF LICENSE FEES

(a) As used herein, the words “**payment**,” “**pay**,” “**payable**,” “**paid**” or words of similar meaning when applied to obligations of LICENSEE to WARNER mean the actual receipt by WARNER, in the currency specified for payment in the License Agreement (the “**Specified Currency**”), in the amount specified therein without offset or recoupment via: (i) a bank transfer of unencumbered, immediately available funds to WARNER’s account (details of such account to be notified to LICENSEE by WARNER); (ii) the draw down by WARNER of a previously approved and existing letter of credit, from a bank approved by WARNER, pursuant to the terms thereof; or (iii) another legitimate payment method that provides to WARNER indefeasible payment of unencumbered, immediately available funds (such as a cleared check). Payment in any other manner shall not be deemed made to WARNER until the amount of the Specified Currency due and payable has been received and is available for expenditure by WARNER. LICENSEE bears the risk that payment in any other manner shall not be deemed made to WARNER within the time periods specified herein.

(c) The following tax provisions shall apply according to the country of LICENSEE’s incorporation:

(i) If LICENSEE is incorporated in The Netherlands, then the following provisions of this paragraph 4(c)(i) shall apply. LICENSEE shall obtain all governmental permits necessary to pay the amounts due WARNER as and when required under this Agreement. LICENSEE shall pay and shall be solely responsible for all taxes, levies, charges and other governmental and municipal impositions and fees, however denominated, imposed, assessed or levied against LICENSEE, including without

limitation, sales tax, goods and services tax, value added tax, consumption tax, customs, duties, import permits, assessments, excise fees, and any national, state, county, city and other taxes relating to or imposed upon the sale, license, importation, distribution, Exhibition or other use of the Programs, and/or for the grant and exercise of the rights hereunder. All amounts payable by LICENSEE to WARNER in connection with this Agreement are exclusive of any sales tax, goods and services tax, value added or similar tax required under any applicable law (“**Indirect Tax**”). If any Indirect Tax is required under applicable law, such Indirect Tax will be added to the amounts payable by LICENSEE under this Agreement, and will be calculated by multiplying such amounts by the appropriate rate of Indirect Tax. Where required by local law, LICENSEE will pay such Indirect Tax directly to the applicable taxing authority.

(ii) If LICENSEE is not incorporated in The Netherlands, then the following provisions of this paragraph 4(c)(ii) shall apply:

(A) LICENSEE shall obtain all governmental permits necessary to pay the amounts due WARNER as and when required under this Agreement. LICENSEE shall pay and shall be solely responsible for all taxes, levies, charges and other governmental and municipal impositions and fees, however denominated, imposed, assessed or levied against LICENSEE, including without limitation, sales tax, goods and services tax, value added tax, consumption tax, customs, duties, import permits, assessments, excise fees, and any national, state, county, city and other taxes relating to or imposed upon the sale, license, importation, distribution, Exhibition or other use of the Programs, and/or for the grant and exercise of the rights hereunder. For the avoidance of doubt, where the Territory is comprised of more than one jurisdiction for withholding tax purposes, or where LICENSEE is distributing outside of its country of residence, incorporation or organization (“**Licensee’s Country of Origin**”), LICENSEE acknowledges and agrees that WARNER shall not be liable for (and WARNER shall not be charged for) any intra-territorial withholding taxes incurred by LICENSEE from the Exhibition or other use of the Programs and/or for the grant and exercise of the rights hereunder. LICENSEE acknowledges and agrees that the only withholding tax that may be deducted under this Agreement shall be withholding tax, if any, imposed by the taxing authorities of Licensee’s Country of Origin. All amounts payable by LICENSEE to WARNER in connection with this Agreement are exclusive of any sales tax, goods and services tax, value added or similar tax required under any applicable law (“**Indirect Tax**”). If any Indirect Tax is required under applicable law, such Indirect Tax will be added to the amounts payable by LICENSEE under this Agreement, and will be calculated by multiplying such amounts by the appropriate rate of Indirect Tax. Where required by local law, LICENSEE will pay such Indirect Tax directly to the applicable taxing authority.

(B) WARNER will provide LICENSEE with any treaty certification required by Licensee’s Country of Origin documenting WARNER’s entitlement to the benefits of the double taxation treaty, if any, in effect between The Netherlands and Licensee’s Country of Origin (“**Tax Treaty**”). Where the applicable taxing jurisdiction requires that LICENSEE secure treaty certification prior to payment in order to reduce or eliminate the withholding tax, then unless otherwise advised by WARNER in writing, LICENSEE shall not pay WARNER until it has secured such treaty certification. In the event WARNER instructs LICENSEE to make payment prior to LICENSEE’s receipt of the applicable certificate of tax residency, and taxes are withheld from the payment at a higher rate than as designated under the Tax Treaty, then upon LICENSEE’s receipt of WARNER’s certificate of tax residency, LICENSEE shall use best efforts to assist WARNER in recovering any excess taxes withheld. For the avoidance of doubt, nothing stated herein shall relieve LICENSEE of its payment obligations under this Agreement.

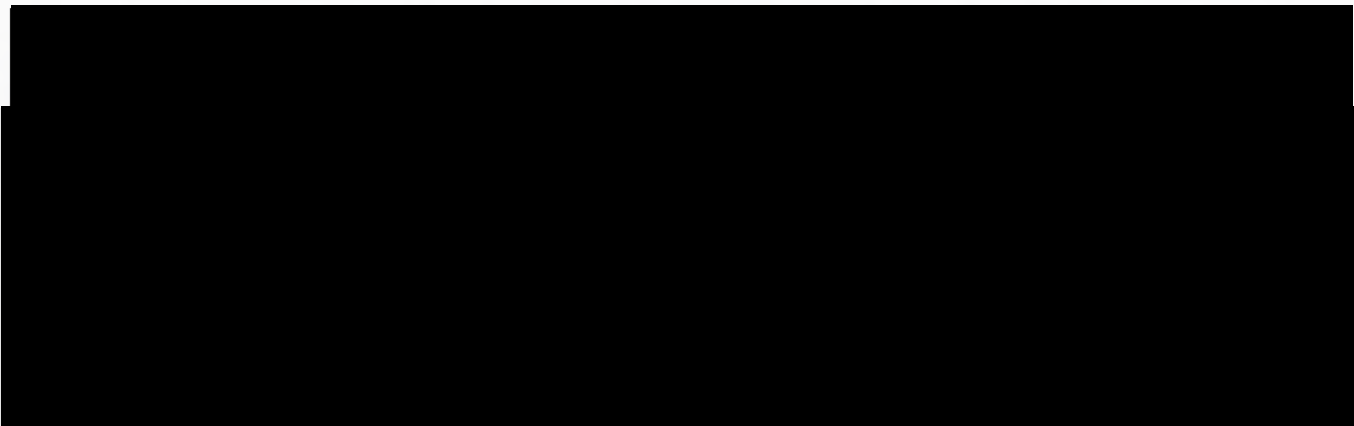
(C) In the event LICENSEE is obligated by law to deduct withholding tax from the payment of License Fees to WARNER, LICENSEE shall deduct the lesser of the percentage of income withholding tax (1) per the laws of Licensee’s Country of Origin, or (2) as provided by the Tax Treaty. In the event the License Fees due hereunder are payable in more than one installment, LICENSEE is authorized to deduct and pay to the relevant tax authorities only the applicable percentage of withholding tax corresponding to each such payment installment. If the tax office of Licensee’s Country of Origin issues tax receipts for each tax deposit, the original receipt evidencing the payment of such withholding tax (unless applicable law requires that LICENSEE retain the original tax receipt, in which case a duplicate original of a duly certified or authenticated copy thereof) shall be provided to WARNER [REDACTED]. If such tax receipt is not provided to WARNER within such time period, then no deduction for such taxes may be made from any amounts due WARNER. If the tax authorities of Licensee’s Country of Origin issue one tax receipt annually for each foreign payee, the original receipt evidencing the payment of such withholding tax (or a duly certified or authenticated copy as described above) will be sent to WARNER no later than March 31 of the following calendar year. Where the tax receipt is not in the English language, LICENSEE shall provide an English language translation thereof.

[REDACTED]





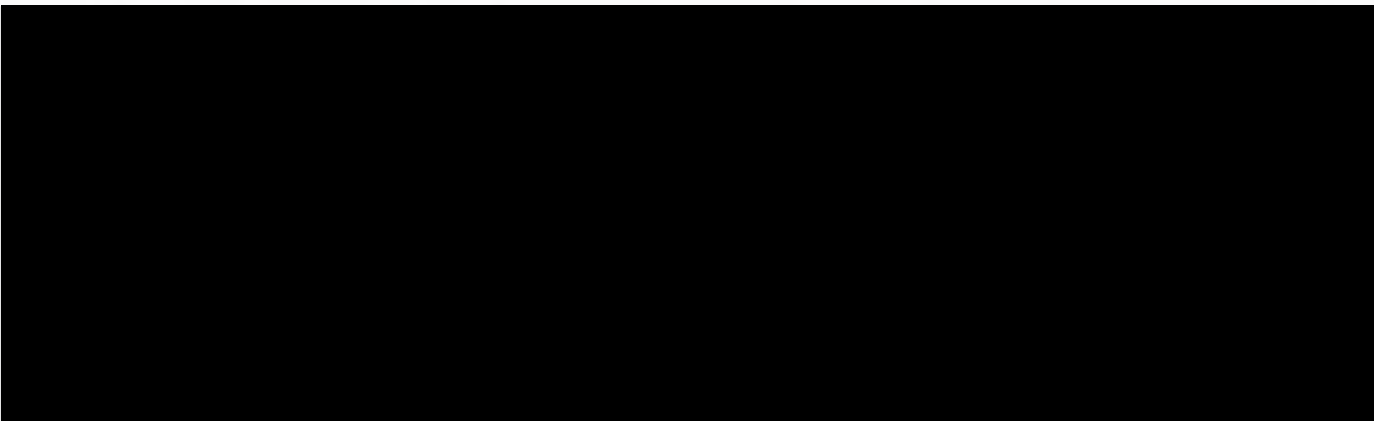
(d) All License Fees are to be paid when due. Timely payment is of the essence of this Agreement. LICENSEE's failure to make any payments when due shall constitute a material default hereof.



5. **DELIVERY**

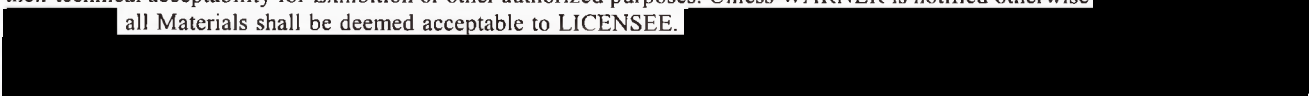
(a) LICENSEE may obtain for use in accordance with the terms hereof the Program materials and any advertising, promotion and other related materials (collectively "**Materials**") in connection with the license of the Programs if it pays WARNER the Materials charges specified by WARNER in the License Agreement. Except as otherwise herein provided LICENSEE may retain possession of the Materials of or relating to a Program until the earlier of the expiration of the License Period of such Program, the expiration of the Term or the termination of this Agreement by any of its terms, at which time LICENSEE shall return, ship, delete or dispose of the Materials in accordance with paragraph 7 below.

(b) LICENSEE shall only Exhibit Materials of the Programs which it has obtained directly from WARNER or a third party authorized by WARNER (including another WARNER licensee) to deliver Materials to LICENSEE.



6. **INSPECTION OF MATERIALS**

Immediately upon delivery of any Materials specified in the License Agreement, LICENSEE shall examine such Materials to determine their technical acceptability for Exhibition or other authorized purposes. Unless WARNER is notified otherwise all Materials shall be deemed acceptable to LICENSEE.



7. RETURN, DELETION OR DISPOSITION OF MATERIALS

8. TITLE

(a) All rights and title in and to the Programs and Materials of or relating to the Programs delivered to LICENSEE hereunder are vested and shall remain in WARNER.

(b) All rights and title in and to any materials of or relating to the Materials, a Program or its advertising and its promotion, created by, for or at the request of LICENSEE, including but not limited to dubbed soundtracks, subtitled or subtitling material, and all optical and/or magnetic soundtracks (collectively "Additional Materials") and all IPR therein are exclusively owned by WARNER and WARNER shall have the right to register the copyright and other intellectual property rights in such works in its name or the name of its nominee. LICENSEE hereby unrestrictedly assigns and transfers to WARNER in perpetuity and without further consideration any and all worldwide rights and title in and to the Additional Materials that LICENSEE has or may have upon and as from the creation of such Additional Materials or, if earlier, the inception of any IPR therein, for the full protection periods thereof and for all territories, jurisdictions, methods, means and media now known or hereafter come to be known, subject only to: (i) LICENSEE's possession and use until the earlier of the expiration of the License Period of the Program, the expiration of the Term or the termination of this Agreement, solely in connection with LICENSEE's exercise of the rights licensed hereunder, and (ii) where relevant, any inalienable rights ("Inalienable Rights") conferred on any party by applicable laws by virtue of the party being an author or performer. To the extent any such IPR in the Additional Materials does not vest in WARNER and cannot be assigned to WARNER under applicable law, then: (A) LICENSEE warrants that it will not seek to enforce such rights against WARNER and shall use its best efforts to procure that third parties will not enforce such rights against WARNER; and (B) to the fullest extent permitted under applicable law LICENSEE hereby grants to WARNER an exclusive, irrevocable and perpetual royalty free license to exploit the Additional Materials and all IPR embodied therein throughout the universe, in any and all languages, formats, manner and media now known and hereafter devised (subject only to the rights granted to LICENSEE under this Agreement). To the extent applicable laws may not recognize at the time the existence of certain of the IPR stated to vest in and be assigned hereunder to WARNER, such IPR shall vest and remain in and shall be assigned to WARNER on the terms and conditions set forth above immediately upon their recognition by applicable laws.

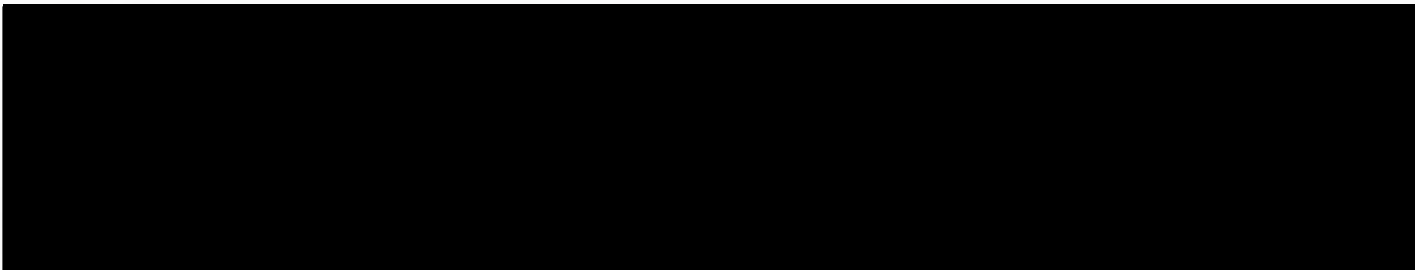
(c) LICENSEE shall execute, acknowledge and deliver to WARNER any instruments WARNER deems necessary or desirable to evidence or effectuate WARNER's ownership of all Materials. LICENSEE shall also execute, acknowledge and deliver to WARNER any instruments of transfer, conveyance or assignment in or to any title and rights in all Additional Materials of a Program which are to vest in WARNER pursuant to paragraph 8(b) above which instruments are necessary or desirable to evidence or effectuate the vesting of such rights in WARNER. If LICENSEE fails or refuses to execute, acknowledge or deliver any such instrument, then



WARNER shall be deemed to be, and LICENSEE hereby and irrevocably appoints WARNER, its true and lawful attorney-in-fact to execute and deliver all such instruments in LICENSEE's name or otherwise, acknowledging that such power is a power coupled with an interest.

9. ALTERATION OF PROGRAMS AND MATERIALS

(a) Except as otherwise expressly set forth herein, LICENSEE shall not change, alter, modify, copy, duplicate or add to any Program or Materials, or create any derivative works in respect thereof, without WARNER's prior written consent. Without limiting the generality of the foregoing, LICENSEE shall not use any Materials or Additional Materials of or relating to a Program, including clips or segments thereof or any IPR therein, to create a separate or distinct program.

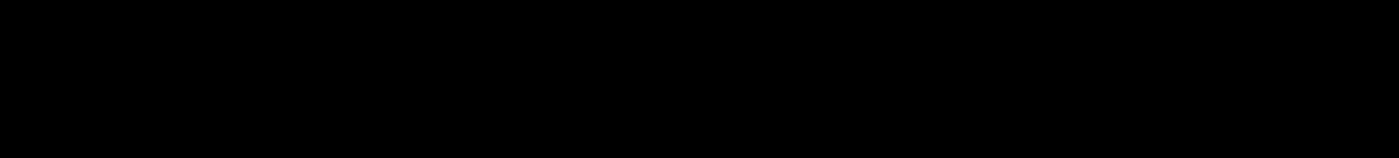


(c) LICENSEE may, at its own expense, make minor cuts or alterations in a Program and relevant Materials, as applicable, solely in order to conform to the orders of any duly authorized, legally constituted government censorship authority in the Territory provided that any such cuts or alterations shall not adversely affect the artistic or pictorial quality or integrity of the Program, and provided further that prior to making the same LICENSEE immediately notifies WARNER in writing of the need for such cuts or alterations and obtains WARNER's prior written approval thereof.

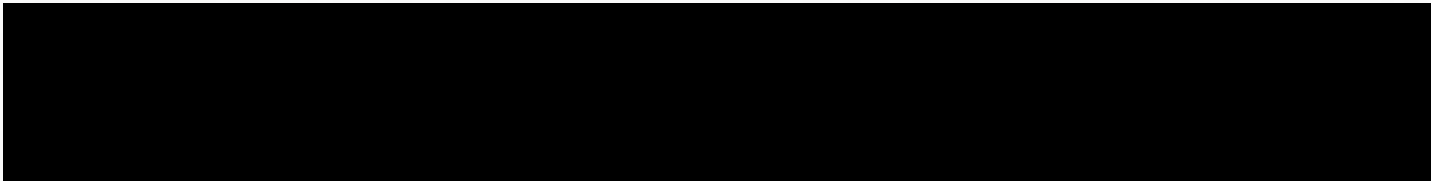
(d) LICENSEE shall be entitled to digitise, encode, aggregate, compress, index and technically manipulate a Program (including associating any applicable metadata provided by WARNER) solely for the purposes of Exhibiting the Program in accordance with this Agreement, and solely to the extent technically necessary for the exercise of the rights granted under this Agreement, provided that any such changes shall not adversely affect the artistic or pictorial quality or integrity of the Program.



(e) Where the rights granted hereunder permit LICENSEE to insert advertising during the Exhibition of any Program, LICENSEE, at its own expense, may insert advertising in each Program accordingly. No advertising shall be inserted in a manner which may adversely affect the artistic or pictorial quality of the Program or damage the Program. All advertising must be removed from each Program, without damage to the Program and relevant Materials or Additional Materials, as applicable, before the Program is returned to WARNER or shipped to its designee.



(f) In no event shall any copyright, trade or service mark notice, WARNER's presentation or advertising credit or the credits to any person, firm or corporation appearing on any of the Materials and Additional Materials be changed, altered or removed. Any breach or violation of the terms hereof shall constitute a material default entitling WARNER, at its election, to terminate this Agreement, in whole or in part, in addition to any other rights or remedies available to WARNER and without releasing or discharging LICENSEE of any liability hereunder.



10. **COMPLIANCE AND CENSORSHIP**

(a) As between WARNER and LICENSEE, LICENSEE shall be responsible for ensuring that the Licensed Service complies with all applicable legislation, rules, guidelines and directions of any regulatory authority (including, without limitation, local programming quota requirements) and LICENSEE shall have editorial responsibility for any media service in which the Program is included.

11. **TRADEMARKS**

(a) Subject to the terms and conditions set forth herein, WARNER hereby grants to LICENSEE a non-exclusive royalty-free license to use those proprietary marks of Warner Bros. Entertainment Inc. and its affiliated companies included in, and in the form as provided in, the Materials delivered to LICENSEE for each specific Program (the "Trademarks") in the Territory during the Term and solely in relation to the promotion and Exhibition of the Programs licensed hereunder. LICENSEE's use of the Trademarks shall be limited to their incidental use through Exhibition of the Programs and promotional use of Materials and Additional Materials bearing the Trademarks provided to LICENSEE under this Agreement. LICENSEE shall not use the Trademarks in any other manner. LICENSEE's use of the Trademarks shall conform to all terms and conditions of this Agreement.

(b) As between LICENSEE and WARNER, all rights in and to the Trademarks and the goodwill associated with them are owned exclusively by WARNER. All uses of the Trademarks by LICENSEE shall inure solely to WARNER's benefit, and shall remain under WARNER's exclusive control. LICENSEE shall not, directly or indirectly, contest the validity of any of the Trademarks, or the ownership of the Trademarks by WARNER, Warner Bros. Entertainment Inc. or any of their affiliated companies. LICENSEE shall not take any action, or fail to take any required action, inconsistent with the rights of WARNER, Warner Bros. Entertainment Inc. and/or any of their affiliated companies in and to the Trademarks.

(c) LICENSEE shall cause to be imprinted, irremovably and legibly on all advertising, promotional, publicity and display materials relating to the Programs and on all edited, dubbed, subtitled and modified versions of the Programs, appropriate copyright and trademark notices as directed and approved in advance in writing by WARNER.

(d) LICENSEE's use of the Trademarks shall conform to the quality standards required by WARNER hereunder and prescribed by WARNER from time to time during the Term. LICENSEE's use of the Trademarks shall remain at all times subject to WARNER's control and direction.

(e) LICENSEE shall not, and shall not authorize or permit any third party to register, use or otherwise exploit any of WARNER's Trademarks, trade names, service marks or any other proprietary marks, copyrighted materials, the name of any Program or character therein, or the name of any person or entity affiliated with any Program, as an Internet domain name or URL, or any part thereof, or in any manner not expressly authorized herein.

12. **ADVERTISING AND ACCESSORIES**

LICENSEE may use the advertising and promotional Materials referred to herein solely for the purposes of promoting the upcoming Exhibition of the Programs on the Licensed Service in accordance with the terms of this Agreement. Any use of promotional



Materials shall include an appropriate visual and/or audible tune-in/call-to-action statement or listing identifying that the Program will be Exhibited on the Licensed Service. LICENSEE is responsible for obtaining all clearances and for paying any fees (e.g. guild re-use fees), if any, in connection with its use of promotional Materials should such use not qualify as promotional. LICENSEE may not use any advertising or promotional Materials prior to the commencement of the License Period applicable to the Program, unless otherwise set forth in the License Agreement.



13. **MUSIC PERFORMING RIGHTS**

WARNER warrants and represents that the non-dramatic performing rights to all musical compositions (and any literary works therein) contained in the Programs or any of them are: (i) controlled by the American Society of Composers, Authors and Publishers; Broadcast Music, Inc.; SESAC; or a performing rights society having jurisdiction (including, in the Netherlands, the Buma Association (*Vereniging Buma*), the Stemra Foundation (*Stichting Stemra*) and SENA); (ii) in the public domain; or (iii) controlled by WARNER to the extent required for the purposes of this Agreement. As between WARNER and LICENSEE, LICENSEE shall be solely responsible for the payment or procuring the payment of any and all royalties, license fees or other fees relating to the performance of any musical compositions and/or sound recordings embodied in the Programs, which royalties, license fees or other fees arise by virtue of or in connection with LICENSEE's Exhibition of the Programs hereunder.

14. **FORCE MAJEURE**

(a) If any Act of God, strike, labor dispute, fire, flood, delay in or lack of transportation, public disaster, civil unrest, war, governmental act or regulation, or any other cause beyond the control of WARNER and/or LICENSEE ("**Force Majeure Occurrence**") prevents LICENSEE, without LICENSEE's fault, from Exhibiting any Program pursuant to this Agreement

(b) If laboratory delay or any Force Majeure Occurrence prevents WARNER from carrying out any of its obligations under this Agreement, this Agreement shall not have been breached by WARNER and WARNER shall have no liability therefor.

LICENSEE acknowledges and agrees that, if necessary, WARNER shall have the right to delay the Availability Date for any Program if an event which would constitute a Force Majeure Occurrence under this Agreement delays the availability date or otherwise affects a prior license of any Program in the Territory (in the same or a different media), in which case the parties shall mutually agree upon a revised Availability Date for the affected Program.

15. **REPRESENTATIONS, WARRANTIES, LIABILITY AND INDEMNITIES**

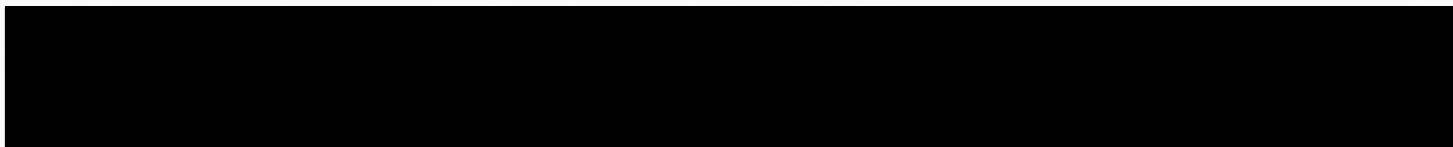
(a) WARNER warrants and represents that, as to each Program, WARNER has or shall have the right to grant the license herein contained on or before the first licensed Exhibition of such Program, that there is no agreement with any other person, firm or corporation which shall in any way interfere with any rights granted under this Agreement to LICENSEE; that all Programs licensed hereunder are free and clear of all encumbrances of any kind and nature which would be inconsistent with the rights granted to LICENSEE hereunder; and, that none of the Programs or any materials contained therein violates the rights of any person. WARNER further warrants and represents that it is validly existing and in good standing in the jurisdiction of its organization; that it has full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement by WARNER have been duly authorized by all requisite corporate or other action of WARNER; and, that this Agreement is a valid and binding obligation of WARNER enforceable in accordance with its terms.

(b) LICENSEE warrants and represents that it is, and will be throughout the Term, in compliance with and in good standing under the laws of the Territory and of the country of its domicile (if different than the Territory), and any subdivision thereof, with which it should be in compliance and under which it should be in good standing given the nature and scope of its business; that it has full power and authority to enter into and perform this Agreement in accordance with its terms; that the execution, delivery and performance of

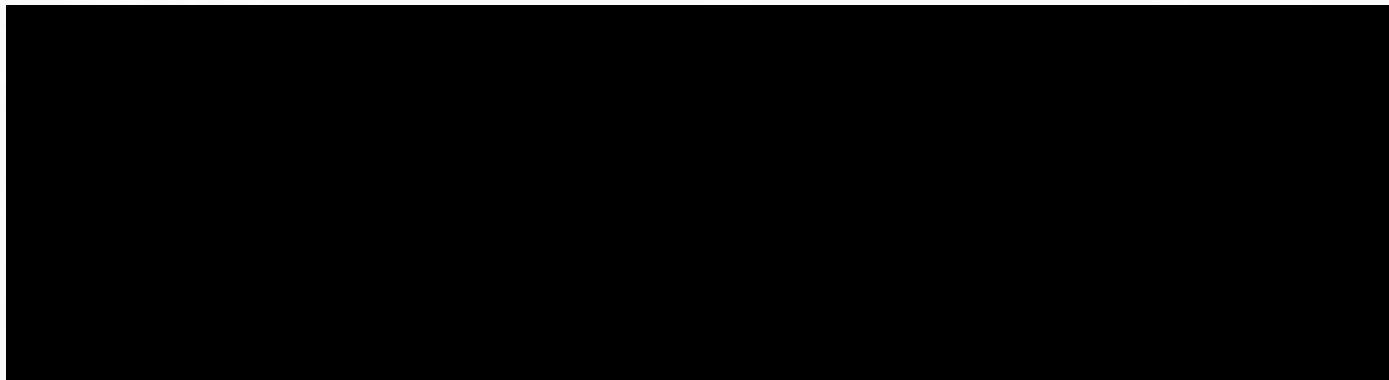
this Agreement have been authorized by all requisite action of LICENSEE; that this Agreement is a valid and binding obligation of LICENSEE enforceable in accordance with its terms; and that LICENSEE is not required to obtain the consent of any person or entity to enter into this Agreement. LICENSEE further warrants and represents that there shall not be any liens, charges, claims, adverse rights or interests of any kind on or against any Materials or Additional Materials title to which is vested in WARNER as set forth in paragraph 8. LICENSEE also warrants and represents that subject to any moral rights relating to any Program and notified in writing to WARNER at the end of the License Period for that Program (or notified in writing in any event upon WARNER so requesting), there shall not be any restrictions that would or could prevent WARNER or its agents, licensees, successors or assigns from using any of the materials created by or on behalf or at the request of LICENSEE in respect of such Program or its advertising and promotion in any media and as otherwise herein provided and that subject as aforesaid there shall not be any payments which must be made by WARNER or its agents, licensees, successors or assigns to anyone or any entity including, without limitation, any person, union, guild or other labor organization in connection therewith.

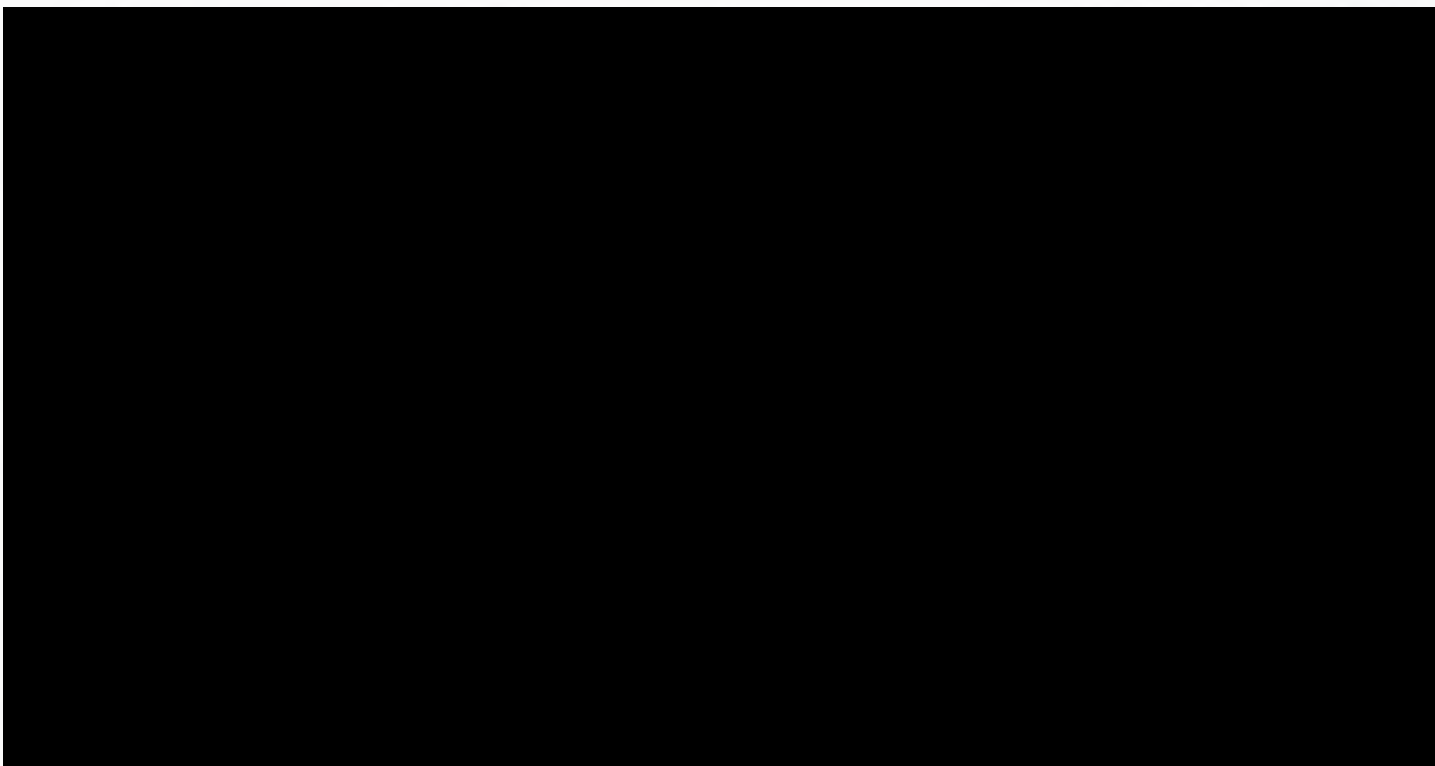


(f) Nothing in this Agreement shall limit or exclude either party's liability for: (i) any loss to the extent it is caused by fraud, dishonesty or deceit; (ii) death or personal injury caused by its (or its agents') negligence; (iii) any breach of the obligations implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; or (iv) any other liability which cannot be excluded or limited by law.



16. **REMEDIES FOR BREACH**

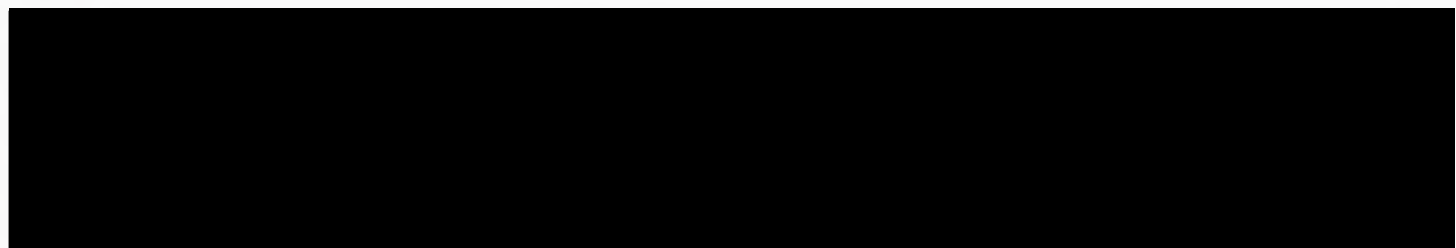




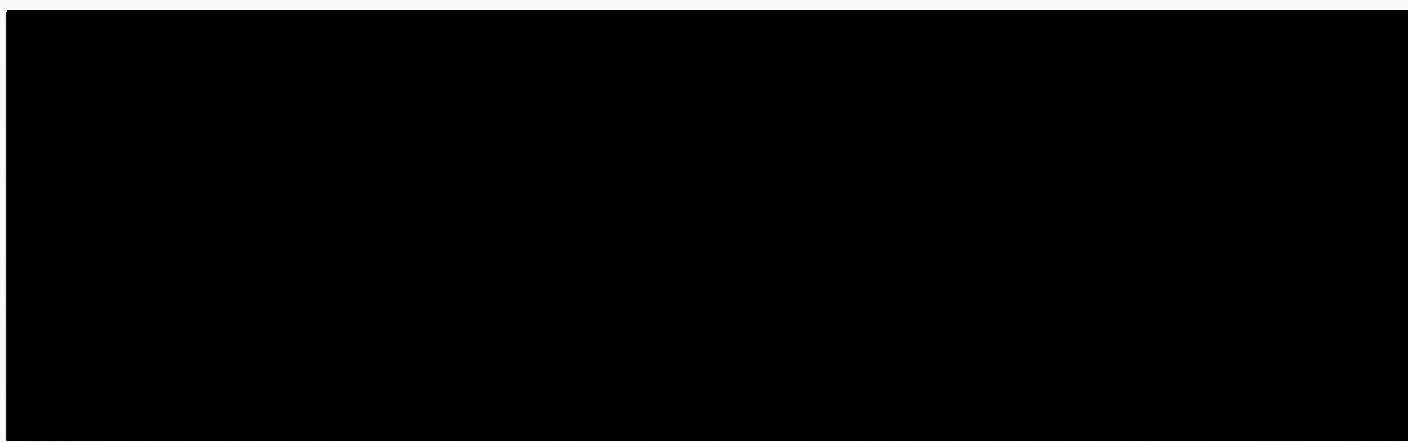
17. RESERVED RIGHTS

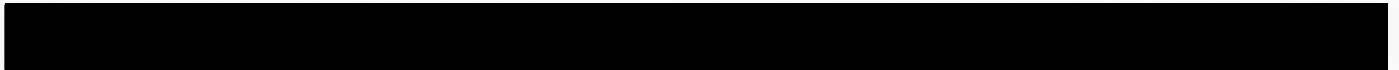
The license herein granted to LICENSEE is limited to the right to Exhibit each Program in its entirety in the Licensed Language only, in the Territory and during the Term, for the purposes, in the manner and at the times expressly provided herein. Any and all rights in any Program not expressly licensed to LICENSEE herein, including but not limited to the right to Exhibit clips or segments of any Program, and the literary and musical materials contained in any Program or upon which any Program may be based, are reserved by WARNER and may be exercised, marketed and exploited by WARNER concurrently with and throughout the Term of this Agreement.

18. SUBLICENSE, RELICENSE AND ASSIGNMENT

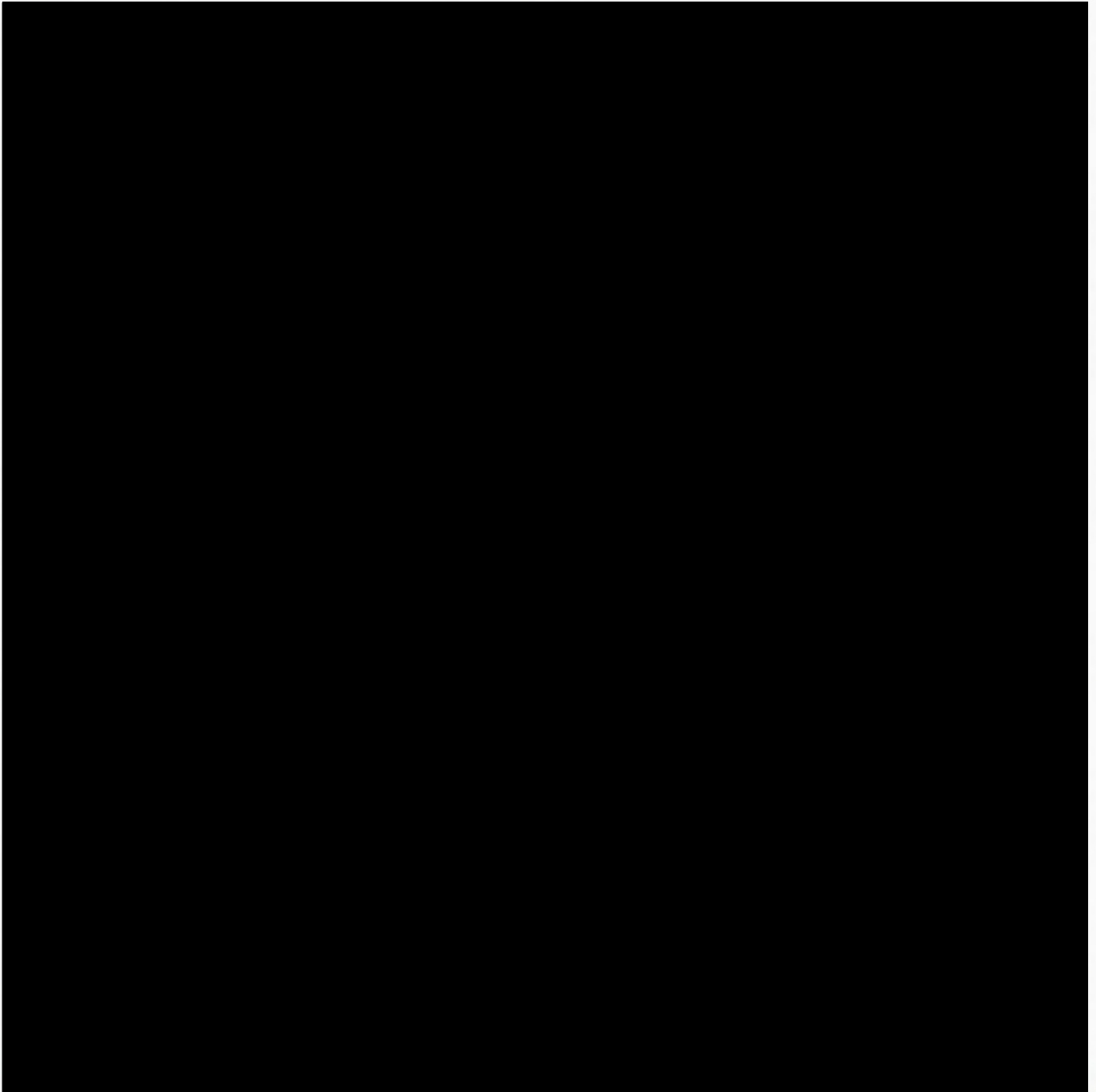


19. WITHDRAWAL OR SUSPENSION OF PROGRAMS





20. ANTI-PIRACY



21. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

22. **BOOKS AND RECORDS; REPORTING**

(a) [REDACTED] LICENSEE shall maintain full, accurate and complete records of all matters pertaining to this Agreement, which books and records shall be kept at LICENSEE's principal place of business in the Territory. No more than once a year during such period, WARNER shall have the right to audit all such books and records and to make copies thereof, to ensure compliance with the terms and conditions of this Agreement. Such audit shall take place during regular business hours, upon reasonable written notice to LICENSEE and LICENSEE shall ensure that suitably qualified personnel familiar with LICENSEE's records are available at all times to answer questions for WARNER's auditors.

23. **RETRANSMISSION, PRIVATE COPY AND RELATED ROYALTIES**

LICENSEE acknowledges and agrees that any and all fees, levies or other royalties payable to the producer, distributor, author or copyright owner of the Programs, including, without limitation, in respect of (i) the simultaneous and unaltered retransmission (including, if applicable, direct injection) of LICENSEE's Exhibition of the Programs, (ii) fees, levies, or other charges imposed on the sale of blank video tapes, video discs or similar media, or recording, duplicating or similar devices, and (iii) royalties, fees or other payments resulting from government permitted or mandated copying, rental right remuneration, public performance, and all similar and successor royalties, fees or payments, shall be the sole property of WARNER. LICENSEE shall cooperate with WARNER to the extent necessary to permit WARNER to collect the maximum amount of any such levies, fees or royalties.

24. **NOTICES**

All notices under this Agreement must be in writing and must be sent by registered post or courier. The parties may also send notices by email provided that such notices are also sent contemporaneously by registered post or courier. If sent to WARNER, such post and/or
686800.1



courier address shall be [REDACTED]

[REDACTED] If sent to LICENSEE, such address shall be as indicated in the License Agreement. Notices sent by: (i) registered post shall be deemed received ten (10) business days after the date of the delivery to a government post office with postage prepaid; (ii) courier shall be deemed received on the date indicated on the signed receipt; and (iii) email shall be deemed received on the date indicated on the email date/time stamp, provided that an original hard copy is also sent contemporaneously with the email in accordance with the above. If the last date on which a notice that this Agreement requires or permits to be given falls on a Saturday, Sunday or national government holiday in the country to which such notice is sent, such last date shall be deemed postponed until the first day thereafter that is not a Saturday, Sunday or national government holiday. Courtesy copies of a notice shall be sent in the same manner as the notice. An inadvertent failure to send a courtesy copy of a notice shall not void the effectiveness of such notice. Either party may change its address for notices by giving written notice to the other pursuant to this paragraph 24.

25. EFFECT OF INVALIDITY OF PROVISIONS

(a) Nothing contained in this Agreement shall require the commission of any act contrary to any applicable law, or any decision, rule or regulation of any competent governmental authority. If there is any conflict between, on the one hand, any provision of this Agreement and, on the other hand, any applicable law, decision, rule or regulation, the latter shall prevail; and, the provision(s) of this Agreement affected shall be curtailed, limited or eliminated only to the extent necessary to remove such conflict. Any such modification shall not affect the validity or enforceability of the remainder of this Agreement. As so modified, this Agreement shall continue in full force and effect.

26. HEADINGS

Paragraph headings are for reference only and have no legal effect respecting the scope, meaning or intent of any of the provisions of this Agreement.

27. INTEGRATION, CHOICE OF LAW AND JURISDICTION

(a) This Agreement constitutes the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters.

(b) The parties acknowledge that, other than those which are expressly incorporated into this Agreement, no representations were made prior to the entering into of this Agreement and that, in entering into this Agreement, it has not relied on any statement or representation (whether written or oral) made by, or on behalf of the other party.

(c) Neither party shall have a remedy in respect of any statement, representation, warranty, condition, term or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. Without prejudice to the foregoing and to paragraph 15(f) above, the only remedy of the parties for breach of any representation which is incorporated into this Agreement shall be for breach of contract.

(d) This Agreement may not be modified or amended except by an instrument in writing, signed by the parties hereto.

(e) The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of England.



(h) Nothing in this paragraph 27 shall prevent WARNER from: (i) seeking from a court of competent jurisdiction an interim order, including without limitation an order restraining LICENSEE from doing any act or compelling LICENSEE to do any act; or (ii) taking any action which is necessary to preserve a legal or equitable right or remedy which would otherwise be lost.

(i) A waiver by either party of any breach by the other must be in writing and shall not be deemed a waiver of any other breach of the same or a different nature.

(j) This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same agreement. The parties agree that a facsimile, JPEG, TIFF, PDF, or other digital copies hereof and signatures thereon shall be valid and binding.

28. CONFIDENTIALITY

(a) Each party undertakes that it shall not at any time disclose to any person any confidential or proprietary information included in this Agreement except as permitted by paragraph 28(b) below.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, auditors, representatives or advisors who need to know such information for the purposes of carrying out the party's obligations under this Agreement and/or as necessary, in the case of WARNER, its Program profit participants and their auditors. Each party shall ensure that each such authorized person to whom it discloses confidential information shall comply with this paragraph 28;

(ii) if such confidential information was in the public domain prior to its disclosure to the respective other party or became public after such disclosure through no act or failure to act by the respective receiving party;

(iii) if such confidential information was already available to a party prior to its disclosure by means other than as a result of a breach of any legal obligation by such party or as a result of a prior confidential disclosure, or became available to such party after its disclosure through sources other than the disclosing party, which sources had no confidentiality obligation towards the disclosing party; and

(iv) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Subject to paragraph 28(b) above, neither party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.