

**Česká televize**  
Company ID number: 00027383

and

**Bavaria Entertainment GmbH**  
Company ID number: DE 813 531 504

## Licence Agreement

number 1089202/2544

Subject matter of the agreement:  
Price or value:  
Date of execution:

Format licence acquisition  
12.500 EUR  
2.5.2018

# License Agreement

by and between Bavaria Entertainment GmbH  
Schanzenstraße 22  
51063 Köln  
VAT no.: DE 813 531 504

- hereinafter referred to as "**Bavaria Entertainment**" -

and Ceska Televize  
Public Company established by the Czech Television Act.No.483/1991 Coll.  
Kavci Hory Na Hřebenech II 1132/4  
CZ – 14 070 Praha 4  
VAT no.: CZ00027383

- hereinafter referred to as „**Contractor**“ -

## Whereas

- (a) Bavaria Entertainment has developed a format with the title [REDACTED] [REDACTED] (hereinafter referred to as the "Format") and holds the exclusive worldwide distribution rights therein.
- (b) The contractor has produced [REDACTED] based on the Format (hereinafter referred to as the "Production") for exploitation [REDACTED]
- (c) The contractor intends to produce [REDACTED] further episodes of the Production for exploitation [REDACTED]

## Now it is agreed as follows:

1. Bavaria Entertainment hereby licenses to Contractor the exclusive right to produce the Production based on the Format in accordance with the terms and conditions as follows:
2. The Format: Bavaria Entertainment's television format with the original title [REDACTED] along with all elements of such format and all characteristic signs which are suitable to define the structure and the concept of all sequels of the television show, which may include, but are not limited to the original titles, the original logos, rules of the show, duration of the show, synopses, narrative developments, scripts, games, (interactive) applications, instructions, documentation and data, and includes (without limitation) the manner in which the subject matter of such television format is presented, including type of costumes, title sequences, theme music, sequences of scenes, location, type of presenters, any commonly recurring phrases and any other distinctive features.
3. The Production: [REDACTED]
4. Licensed Territory: [REDACTED]
5. Licensed Language: [REDACTED]
6. License Term: [REDACTED]
7. Licensed Channels: [REDACTED]

8. Number of Runs: [REDACTED] anytime within the licensed broadcasting term

9. Time Slot: [REDACTED] the repeat run any time

10. Licensed Rights: The Production:

[REDACTED]

(e) It is understood that the Licensed Rights do not comprise possible footage material and / or music used in the Format. Any rights in such footage material and / or music have to be cleared for the Licensed Territory by the Contractor on its own expense.

11. License Fee: [REDACTED] (i.e. in total € 12.500,00).

[REDACTED]

12. Payment Schedule:

[REDACTED]

The Licensor acknowledges to be the beneficial owner of the license fee. Timely payment is conditioned upon receipt of the valid confirmation of German residency of the Licensor issued by the appropriate Tax Authority of Germany 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 for-



mat invoices using his e-mail address to the e-mail address of the Licensee: [faktury@ceskatelevize.cz](mailto:faktury@ceskatelevize.cz).

13. Creative Control: Any changes to the Format need Bavaria Entertainment's prior written approval, which will not be unreasonably withheld and will automatically become the property of Bavaria Entertainment subject to the regulations of Czech Copyright Law.

14. Screen Credit: Contractor will provide Bavaria Entertainment with a screen credit within the end credits of each episode of the Production and the Rerun, reading:

"Format: Bavaria Entertainment GmbH for SWR"

15. Confidentiality . The Parties agree that the content of this Agreement, as well as any information that may have come to either Party's attention during the process of negotiation preceding the execution of this Agreement and/or its fulfillment, or during the execution of this agreement, especially financial or other information relating to the Format, is considered to be confidential 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 came to the other Party's attention independently of the other contracting Party; (ii) that the Licensee provides to third parties 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 (with the exception of information marked by the Licensor as its trade secret); (iii) that a contracting Party provides or makes public based on a legal regulation or enforceable decision of a court and/or authorized administrative body; and (iv) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal or contractual duty of confidentiality. Since this Agreement is subject to an obligation to make the contents of this Agreement public based on the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the "**Act on Registration of Agreements**"), information in this Agreement highlighted in yellow shall be redacted (blackened out) pursuant to the Act on Registration of Agreements upon mutual agreement. Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the Parties to keep such information confidential. After publication of the Agreement pursuant to the Act on Registration of Agreements, information not highlighted in yellow shall not be subject to the duty of confidentiality pursuant to this provision. Only the Licensee shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 80 days commencing upon its execution. Provided that the Licensee does not make the Agreement public within this time period, either Party shall be authorized to make the Agreement public pursuant to the Act on Registration of Agreements.

16. Miscellaneous: (a) This License Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral relating Format and may only be varied by a written instrument signed by both parties.

(b) No waiver whether expressed or implied by either party of any breach by the other of any of the provisions of this License Agreement shall operate as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

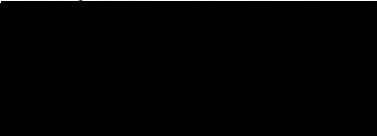
- (d) (c) This License Agreement shall be governed by and construed in accordance with German law and the parties agree to submit all disputes arising under this License Agreement to the exclusive jurisdiction of the court of Munich. Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of potential publishing of this Agreement in the Czech Registry of Agreements.
- (e) This Agreement comes into force upon its signature by both contracting Parties. 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 at the latest on the second business day after its signature.


Köln,

Prague,

Bavaria Entertainment GmbH

Contractor

  
Arne Merten, Business Director

  
Programme Director

Date:

Date:

02 -05- 2018