



Česká televize
Company ID number: 00027383

and

CINEFLIX INTERNATIONAL MEDIA LIMITED
Company ID number: IE 6392664V

Programme Licence Agreement

number C14693

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

Programme licence acquisition
19.806,20 EUR

30 -08- 2018

THIS AGREEMENT IS MADE THE 30 Jul 2018

BETWEEN

(1) **CINEFLIX INTERNATIONAL MEDIA LIMITED**
28 Denzille Lane
Dublin 2
Ireland
VAT No: IE 6392664V
("Cineflix")

and

(2) **ČESKÁ TELEVIZE**
Public Company established by Czech Television Act No. 483/1991 Coll.
Kavci Hory, Na Hřebenech II 1132/4
140 70 Prague 4
Czech Republic
VAT No: CZ00027383

("Licensee")

Reference: CI4693

Whereby it is agreed as follows:

1. Cineflix hereby agrees to grant to the Licensee the right to broadcast the Programme on the Licensed Service for the Number of Broadcasts in the Territory in the Language during the applicable Licence Period by the means of the Rights and upon the terms and conditions set out below.
2. The Programme Attachment ("The Attachment") attached hereto as Schedule 'A' is hereby incorporated fully into this Agreement between the parties dated **19th May 2009 (Ref: C10890)** and shall apply to all future agreements entered into between the parties (except as varied by the relevant Attachment to such future agreement).
3. In the event of any conflict between the Attachment and the Standard Terms the Attachment shall prevail.

SCHEDULE 'A'

THE ATTACHMENT:

The Programme(s) ref:

Title	Slot Time	Episodes
[Redacted]		

Contact Details:

a) Cineflix:

i) Materials:

[Redacted]
Cineflix Toronto
[Redacted]

ii) Finance:

[Redacted]
28 Denzille Lane
Dublin 2, Ireland
[Redacted]

iii) Contracts:

[Redacted]
28 Denzille Lane
Dublin 2, Ireland
[Redacted]

b) Licensee:

i) Materials:

ii) Finance

iii) Contracts

[Redacted]





1. Rights:

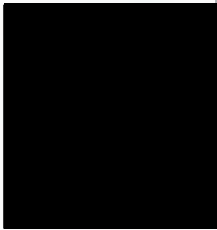
Programme	Rights Exclusivity	Start Date / End Date	Granted Rights	Territory	Languages
					Czech
					Czech
					English
					Czech
					Czech
					English
					Czech
					Czech
					English
					Czech
					Czech
					English

The Rights Granted for the Programme in the English language will be on a non-exclusive basis and shall only be made available to clients with a stereo television set.

2. Number of Broadcasts



3. Licensed Service: CT1 and/or CT2. Licensee shall be permitted to broadcast simultaneously on more channels owned and operated by the Licensee in which case such transmission shall be considered as one run within the Territory, strictly in line with the terms and conditions contained herein.



Catch-up Period: [REDACTED]

4. **Authorised Language:** Czech and English only, dubbed and/or subtitled.
5. **License Fee:** 19,375.00 Euros
- Material Fee:** 431.20 Euros

Series	Licence Fee	Materials Fee
[REDACTED]	[REDACTED]	[REDACTED]

6. **Payment Terms:**

[REDACTED]

The payments hereabove are subject to applicable withholding tax deduction of 10%, and subject to receipt of a valid invoice, that will be e-mailed to faktury@ceskatelevize.cz. Licensee shall provide Cineflix with the relevant Tax Certificate as soon as is received.

Cineflix acknowledges that it is the beneficial owner of the Licence Fee and will send to the Licensee a valid confirmation of company domicile issued by the appropriate Tax Authority prior to due date of the payment.

7. **Payment Direction:**

Cineflix hereby irrevocably and unconditionally authorises and directs Licensee to pay the License Fee, and Licensee undertakes to pay the License Fee, in accordance with the Payment Terms provided herein, by wire transfer directly to the Bank in accordance with the instructions on the applicable invoice.

8. **Delivery Date:** Materials to be released upon receipt of the first payment instalment.

9. **Delivery Materials:**

Material: HD XDCAM MXF 50i PAL FILES. DIGITAL DELIVERY VIA CINEFLIX ASPERA

Audio Tracks: Ch 1-2: Full Stereo Mix
Ch 3-4: Stereo M&E&D (when narrated) or M&E (when not narrated)

Ancillary Materials: The following materials shall be retained by Licensee:

[REDACTED]

Supporting Material: Music Cue Sheets, Master Cue Sheets (Run Time),
Transcripts, Credits

Promotional Material: Images, Synopses, Press kit (if available)

10. Special Conditions:

- a) Licensee shall have the right to subtitle dub or voice-over the Programme(s) in the Authorised Language
- b) Licensee shall provide Cineflix with copies of the subtitled dubbed or voice-overs of the Programme(s) upon request. The copyright in any new material created by Licensee shall vest in Licensee but Cineflix shall have the irrevocable right to use the version supplied by Licensee subject to payment of [REDACTED]
- c) Licensee may edit, re-edit, cut, modify or change the Programme in circumstances where editing would be required in order to conform to local social, cultural and religious requirement.
- d) Notwithstanding anything to the contrary in this Agreement, Licensee shall ensure that all credits and logos as they appear on the Programme 'The Cold Blue' are not be edited, altered or modified in any manner (including, but not limited to, location and size) without prior written approval from Cineflix, which shall not be unreasonably delayed or denied.
- e) The Ancillary Materials (noted above) relating to the Programme(s) shall be delivered to the Licensee via Cineflix's website: <http://cineflixrightsmaterials.com>. For the purposes of this Agreement, "Delivery" in respect of the Programme(s) will be defined as the physical delivery to the Licensee of the Physical Material only. Therefore to take delivery of Ancillary Materials the Licensee should obtain login details from the materials contact (noted above) and visit the website for such access and delivery. If the Ancillary Materials are available on said website, such Ancillary Materials shall be deemed to have been delivered to and accepted by the Licensee, and Cineflix shall have no further obligations in respect of the Ancillary Materials. In the event that some or all of the Ancillary Materials are not available via the said website, then Cineflix shall deliver the Ancillary Materials by an alternative delivery method to be agreed between the parties.
- f) "Digital Terrestrial (DTT)" shall mean the delivery of the Licensed Service by means of over the air broadcasting by digital signals for reception by conventional roof-top and/ or set top aerials or other similar equipment which may or may not require a separate digital decoder.
- g) Notwithstanding Clause 2 c) (iii) of the Standard Terms and Conditions, Cineflix hereby grants the Licensee Permission to directly translate the title of the Programmes in to the Authorised Language without first obtaining Cineflix's approval.
- h) Notwithstanding Clause 2 c) (vi) c) of the Standard Terms and Conditions, Cineflix hereby grants the Licensee Permission to include a brief announcement introducing the next item in the broadcast schedule during the Programme transmission.
- i) 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.
- j) **Confidentiality:** The Parties agree that the content of this Agreement including this Attachment and Standard Terms and Conditions (hereinafter as the "**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, 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. Should this Agreement be or become 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**") (for example, due to the execution of an amendment), 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. 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.

[SIGNATURE PAGE FOLLOWS]

28 Denzille Lane
Dublin 2
Ireland

www.cineflixinternational.com



IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorised officers as of the date first written above.

Signed

Name:

Title:

____ Finance Director _____

For and on behalf of

LICENSOR:

CINEFLIX INTERNATIONAL MEDIA LIMITED

Signed

Name

Title

For and on behalf of

LICENSEE:

ČESKÁ TELEVIZE

21 -08- 2018