

Česká televize
Company ID number: 00027383

and

Twentieth Century Fox International Television, Inc.
Company ID number: 63065

Television Exhibition License Agreement

number 1091585/2381

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

Programme licence acquisition
USD 397,500

**TWENTIETH CENTURY FOX INTERNATIONAL TELEVISION, INC.
TELEVISION EXHIBITION LICENSE AGREEMENT**

GENERAL TERMS

1. LICENSE:

(a) Licensed Rights:

[REDACTED]

(b) Exclusivity: The holdbacks for this Agreement are set forth in Paragraph 12 of the Term Sheet.

(c) Television Episodes: Licensee acknowledges that to the extent certain of the Licensed Pictures constitute episodes in a series which are being produced for the current broadcast year over a television network in the United States, Licensee agrees that Fox shall only be obligated to deliver to Licensee hereunder the number of episodes so produced. If a greater or lesser number of episodes are produced for any broadcast year than are specified in the Term Sheet, then Fox's obligation to deliver Licensed Pictures under the Agreement shall correspondingly be adjusted to conform so that in no event will Fox be obligated to deliver a greater or lesser number of episodes than Fox has produced for United States network television broadcast, as follows:

(i) If Fox delivers to Licensee fewer than the number of episodes specified in the Term Sheet, the total License Fee shall be reduced by the per Licensed Picture License Fee for each episode not delivered hereunder.

(ii) If Fox delivers to Licensee more than the number of episodes specified in the Term Sheet, the total License Fee shall be increased by the per Licensed Picture License Fee for each episode in excess of the number specified.

(iii) Fox shall notify Licensee in writing of any change in the number of episodes. Notwithstanding anything to the contrary contained herein, if production or distribution of the Licensed Pictures for United States network television is terminated for any reason, all obligations of Licensee and Fox with regard to Licensed Picture(s) not delivered as a result of such termination shall be void and of no effect.

2. LICENSE PERIOD/NUMBER OF TELECASTS:

[REDACTED]

3. PAYMENT TERMS:

(a) General: In consideration of the License granted herein, Licensee shall pay to Fox the total License Fee [REDACTED] in accordance with Paragraph 8 of the Term Sheet. The total License Fee shall be payable by Licensee in its entirety regardless of whether, or the extent to which, any one or more of the Licensed Pictures is actually telecast by Licensee, and shall be payable without deductions (except as otherwise permitted under Paragraph 8), counterclaims or other forms of credits or offsets which Licensee may have or claim to have against Fox. [REDACTED]

[REDACTED] Fox's acceptance of a late payment shall not constitute a waiver of any of its rights hereunder.

(b) Installment Payments: If the Term Sheet permits Licensee to pay the total License Fee in installments, then Licensee hereby represents and warrants that the sum of its property, at a fair valuation, is greater than the sum of its debts and that its financial condition is such that it is capable of making the payments to Fox set forth in this Agreement. Time is of the essence with respect to each installment payment. [REDACTED]

4. MATERIALS: Intentionally Deleted. See Delivery and Materials Rider attached hereto.

5. SECURITY AND OWNERSHIP OF MATERIALS: Intentionally Deleted. See Delivery and Materials Rider attached hereto.

6. ALTERATIONS/DERIVATIVE PROGRAMS: Except to the extent permitted by Fox, Licensee shall telecast each Licensed Picture in its entirety. Licensee may at its own expense insert commercials or make cuts or deletions to make a Licensed Picture conform to time segment requirements, local standards and practices or the orders of any duly authorized censorship authority, provided that Licensee shall give Fox first opportunity to make such edits, if practicable. In no event shall any such inserted commercials or editing adversely affect the artistic or pictorial quality of a Licensed Picture or materially interfere with its continuity. Licensee's right to insert commercials shall not include the right for advertising to appear during the actual broadcast of a Licensed Picture (e.g., by tickertape, crawl, on-screen logo, "bug" or otherwise). All alterations made by Licensee shall be subject to applicable provisions in collective bargaining agreements, and to contractual or other restrictions of which Licensee has been given notice by Fox. Licensee shall telecast all copyright notices and credits appearing on the print or tape of such Licensed Picture as delivered by Fox and shall not change, add to or reposition any such notices or credits. Licensee shall replace cuts and delete commercials and otherwise restore the Transmission Materials so that prints and tapes are returned in the same condition as received, with only normal wear-and-tear for proper use excepted. In no event shall Licensee itself create or produce any program, or authorize or permit any third party to create or produce any program, which in any way imitates or reflects the look, style, characteristics or format of any Licensed Picture without Fox's prior written approval.

7. ADVERTISING: Licensee shall comply with the Marketing and Promotion Guidelines attached to these General Terms and incorporated herein by reference.

8. TAXES: Licensee shall pay all taxes, duties, customs, excises and levies (excluding Fox's net income and franchise taxes) imposed in connection with the licensing, rental, delivery, exhibition, possession or use by Licensee of the Licensed Pictures or Materials and/or upon any rights granted by Fox hereunder. [REDACTED]

9. MUSIC: Fox warrants that it has secured the necessary music synchronization rights for musical compositions included in each Licensed Picture. Licensee agrees to procure and pay for any licenses required to perform the music contained in each Licensed Picture as herein licensed.

10. WARRANTIES/INDEMNIFICATION:

(a) Fox Warranties/Indemnification: Fox makes no representations, warranties or indemnities, express or implied, except as contained herein. [REDACTED]

[REDACTED] Licensee acknowledges that Fox makes no representation or warranty with respect to any laws or regulations in effect in any part of the Territory which may affect the telecast of the Licensed Pictures or Licensee's right to telecast programs generally.

(b) Licensee Warranties/Indemnification: Licensee warrants that it shall comply with all of its representations and agreements and perform all of its obligations herein. [REDACTED]

(c) Conditions: [REDACTED]

11. WITHDRAWAL: [REDACTED]

12. DEFAULT: [REDACTED]

13. CURRENCY RESTRICTIONS: Where applicable, Licensee shall use its best efforts to procure promptly the approval and/or clearance of any exchange control authorities or other currency or fiscal agencies in the Territory that are required for payment in U.S. dollars in the U.S. of all sums due Fox. If such approval or clearance is required but not procured within a reasonable time, or if after approval or clearance is procured, currency exchange or fiscal control regulations are changed so that sums due to Fox cannot be paid in U.S. dollars in the U.S., [REDACTED]

[REDACTED] Any monies due Fox which cannot be paid to Fox at the time or in the manner provided herein because of currency exchange or fiscal control regulations or any other government decree or order made in the Territory, shall, at Fox's option, [REDACTED]

14. CENSORSHIP: If Licensee cannot telecast a Licensed Picture by reason of the action of a censorship authority and the Licensed Picture cannot be edited or telecast in a time period to comply with censorship requirements (as provided in Paragraph 6), Licensee shall so notify Fox and provide Fox with appropriate documents evidencing such action, [REDACTED]

15. FOX RESERVED RIGHTS: Fox reserves all rights in and to the Licensed Pictures and may exploit such rights at any time without regard to whether the exercise of such rights may be competitive with Licensee's rights. Fox may also advertise or publicize the Licensed Pictures or exploit clips or trailers thereof in any manner or media and at any time without obligation to Licensee.

16. FEES AND ROYALTIES: [REDACTED]

17. TERMINATION: If this Agreement is terminated by reason of Fox's exercise of its rights [REDACTED], such termination shall not affect Licensee's obligations which arose prior to the effective date of such termination and shall not affect or modify Fox's right to full payment of the total License Fee. [REDACTED]

18. OTHER PROVISIONS:

(a) Governing Law/Venue: [REDACTED] Applicable Laws:

(i) Governing Law/Venue: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(iii) Compliance with Applicable Laws and Regulations:

[REDACTED]

(b) Notices: All notices to be given hereunder shall be given by registered or certified mail, facsimile or courier; provided, however, that any notices provided by Fox to Licensee pursuant to Paragraph 1(c)(iii) above or with respect to a Licensed Picture (e.g., License Period, number of runs, etc., or with respect to any changes to the foregoing) may be sent by Fox to Licensee at the following email address Jitka.Bodlakova@ceskatelevize.cz (or at such other email address as may be notified by Licensee to Fox via email or otherwise). A notice sent by certified or registered mail or by courier shall be deemed given on the date received; by facsimile, upon receipt by the sending party of the verification of completed transmission. Notices by certified or registered mail or by courier shall be sent

[REDACTED]

or, as to each party, at such other address as is designated by such party in a written notice to the other party. Notices by facsimile shall be sent to such facsimile number as each party may provide to the other party.

(c) Spillover: Licensee acknowledges that transmissions of the Licensed Pictures originating outside the Territory may be received by television sets located in the Territory and agrees that such reception shall not constitute a breach of this Agreement.

(d) Assignment:

[REDACTED]

(e) Force Majeure:

[REDACTED]

[REDACTED]

(f) Confidentiality:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(g) Waiver: Fox's waiver of any breach of this Agreement by Licensee must be in writing and shall not be deemed to be a waiver of any prior or succeeding breach.

(h) Relationship of Parties: Nothing herein contained shall be deemed to constitute a partnership or joint venture between the parties hereto and neither party shall be authorized to act on behalf of, or deemed to have any fiduciary duty to, the other party.

(i) Limitation of Actions: [REDACTED]

(j) Modification: This Agreement may not be modified except in writing, and unless, in the case of Fox, such writing is signed by a duly authorized officer of Fox.

(k) Entire Agreement: This Agreement is complete and embraces the entire understanding of the parties, all prior understandings or agreements in connection herewith, either oral or written, having been merged herein or cancelled.

(l) Headings, References and Defined Terms: The headings used herein are for convenience only and (except with respect to the identification of defined terms in such headings by the use of quotation marks) shall not define or limit any of the terms or provisions hereof. Paragraph, Schedule, Exhibit and Rider references contained in this Agreement are references to paragraphs, schedules, exhibits and riders in or to this Agreement unless otherwise specified. Capitalized terms are used herein as defined where such terms appear in quotation marks in this Agreement.

(m) Severability: Any provision of this Agreement, other than with respect to the primary obligations of the parties hereunder, that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

MARKETING AND PROMOTION GUIDELINES

These Marketing and Promotion Guidelines (“**Guidelines**”) are supplemental to the license agreement (“**License Agreement**”) between Fox and Licensee governing the license of Fox programming. In addition to complying with these Guidelines, Licensee (and, if applicable, permitted sublicensees) must also comply with the terms and conditions concerning advertising and promotion contained in the License Agreement or provided to Licensee by Fox pursuant thereto, including all restrictions set forth in the FoxFast.com website which may include specific restrictions for particular title(s) and/or asset(s). Any capitalized term used but not defined herein shall have the meaning given to such term in the License Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT "1"

DELIVERY AND MATERIALS RIDER

1. MATERIALS / DELIVERY:

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. SECURITY AND OWNERSHIP OF MATERIALS:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

TELEVISION EXHIBITION LICENSE AGREEMENT – TERM SHEET

Dated: September 17, 2018 (the “Effective Date”)

1. **“Licensee”:** Ceska Televize, 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
2. **“Licensor”:** Twentieth Century Fox International Television, Inc. (“Fox”), 10201 West Pico Boulevard, Los Angeles, California 90035, United States
3. **“Licensed Picture”:** Each episode of a Series and each Film licensed hereunder. For the avoidance of doubt, for each Season of a Series licensed herein, Licensee shall have the obligation to license all episodes produced for such Series during such Season.
 - (a) **“Series”:** [REDACTED]
 - (b) **“Library Films”:** [REDACTED]
4. **“Territory”:** [REDACTED]
5. **“Authorized Language”:** [REDACTED]
6. **“Program Service”:** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

7. **“License Fees”**: Licensee shall pay to Fox a total License Fee of USD \$397,500.00. [REDACTED]
[REDACTED]
[REDACTED]

8. **“Payment Terms”**: The License Fee for each Licensed Picture shall be due and payable in full (without the deduction of taxes) [REDACTED]
[REDACTED]
[REDACTED]

Fox expressly declares that it is the beneficial owner of all payments made by Licensee under this Agreement.

9. **“License Period”**: For each Licensed Picture, the time period that commences on the availability date provided by Fox (**“License Start Date”**) for such Licensed Picture, as set forth on Schedule “1”, and ends the earlier of the License End Date, as set forth on Schedule “1”, or the date all telecasts authorized hereunder are completed.

10. **Number of Exhibitions:**

(a) **Series**: For each Series, the number of runs shall be [REDACTED]
[REDACTED]

(b) **Films**: For each Film, the number of runs shall be [REDACTED]
[REDACTED]

11. **“Rights Licensed”**: Subject to the terms and conditions in this Term Sheet, the right to advertise, promote, transmit and exhibit each Licensed Picture in the Authorized Language on the applicable Program Service during the applicable License Period as follows (and no other rights are granted):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

12. **Holdbacks:**

- (a) For each Licensed Picture that is an episode a Series, [REDACTED]
- (b) For each Licensed Picture that is a Library Film, [REDACTED]
- (c) Except for the holdbacks expressly set forth above, Fox shall be entitled to exploit the Licensed Pictures by any means throughout the Territory prior to and during the License Period. For the avoidance of doubt, there are no holdbacks against EST/Home Video.

13. **Content Protection:**

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

14. **Dubbing and/or Subtitling:**

- (a) Rights Granted: Fox hereby grants Licensee the right to dub and/or subtitle the Licensed Picture into the Authorized Language, if an Authorized Language version is not available from Fox; subject to the following:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) Delivery of Dubbing and/or Subtitling Materials to Fox: The following materials shall be made available for access by Fox:

[REDACTED]

(c) Indemnity: [REDACTED]

15. **General:**

(a) This Term Sheet (together with the Delivery and Materials Rider and Fox's General Terms) is a binding agreement upon execution by the parties and shall comprise the entire agreement ("Television Exhibition License Agreement") between Licensee and Fox with respect to the Licensed Pictures hereunder. The laws of [REDACTED] shall govern this Television Exhibition License Agreement without giving any effect to conflict of law principles. Any claims, disputes, disagreements arising out of this Television Exhibition License Agreement shall be [REDACTED]. If there is any inconsistency between any provisions contained in the Term Sheet, the General Terms, and/or Material Delivery Requirements, the provisions of the Term Sheet shall govern.

- (b) Licensor acknowledges that the agreement shall be accessible by the general public pursuant to, and only to the extent required by, Czech law; provided that information falling within the definition of trade secret under Czech law shall be redacted. For the avoidance of doubt, identification of the contracting parties, overall value of the agreement (but not the license fee for any individual title) and the date of execution shall not be redacted.

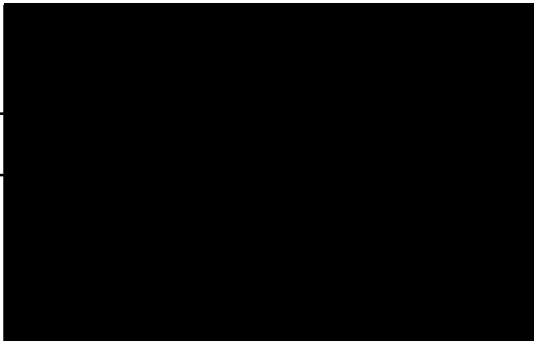
Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of publishing of this Agreement in the Czech Registry of Agreements.

The parties hereby agree to the terms and conditions set forth herein as of the Effective Date by signing in the spaces provided below.

TWENTIETH CENTURY FOX INTERNATIONAL
TELEVISION, INC. ("Fox")

By: _____

Title: _____

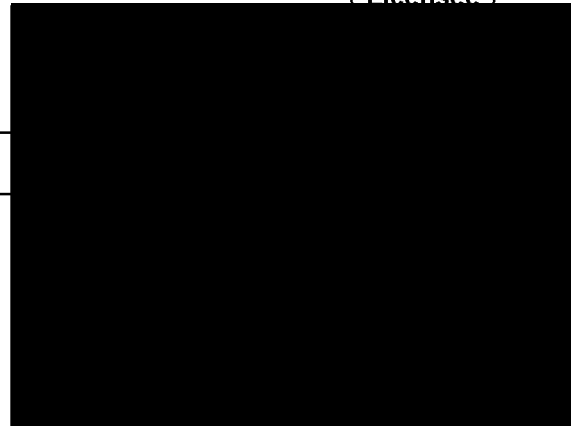


CESKA TELEVIZE

("Licensee")

By: _____

Title: _____



**SCHEDULE A
GENERAL DEFINITIONS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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