



Česká televize

ID No.: 00027383

and

Unitel GmbH & Co. KG

VAT No.: DE300936832

**AMENDMENT NO. 1
TO THE COPRODUCTION AGREEMENT**

No. 1091634/542

Subject matter of the Amendment: Amendments according to the decision made
between the Contracting Parties

Price, potential value: 78.281,- EUR

Date: 25-10-2018

AMENDMENT No. 1

to the Agreement No. 1081747/542, whose subject matter is the establishment of rights and obligations of the Contracting Parties in the production of audio-visual recordings of the concerts of all Bohuslav Martinů's symphonies and their use, concluded by the parties on February 20, 2017 (hereinafter referred to as "the Agreement") between:

Česká televize

ID No: 00027383, VAT No.: CZ00027383

Kavčí hory

Na Hřebenech II 1132/4

140 70 Prague 4

pursuant to Act No. 483/1991 Coll. of Czech Television, it is not entered into the Company Register, represented by: Petr Dvořák, Director General

Bank details: Česká spořitelna, a.s.

IBAN: CZ 60 0800 0000 0000 0169 8682

SWIFT: GIBACZPX

(hereinafter referred to as „ČT“)

and

Unitel GmbH & Co. KG

VAT No: DE233404324

seated at Grünwalder Weg 28d, D - 82041 Oberhaching, Federal Republic of Germany

represented by: Jan Mojto, member of the management

(hereinafter referred to as „UNITEL“)

ČT and UNITEL are collectively referred to as „Parties“ or individually as „Party“.

1. SUBJECT MATTER OF THE AMENDMENT

- 1.1 The subject matter of this Amendment is the negotiation of changes to the Agreement as agreed upon by both Parties related in particular to the death of conductor [REDACTED] and the resulting changes in the repertoire of the [REDACTED]

2. AMENDMENTS TO THE AGREEMENT

- 2.1 Due to the death of the conductor [REDACTED] the Parties agreed on the changes mentioned in the Agreement as follows:

- in paragraph 1.1 of the Agreement, the text "Conductor: [REDACTED]" is deleted and replaced with the following text: "The Conductor of the first and second concert of the project: [REDACTED]; The Conductor of the third to fifth concert of the project: [REDACTED]";

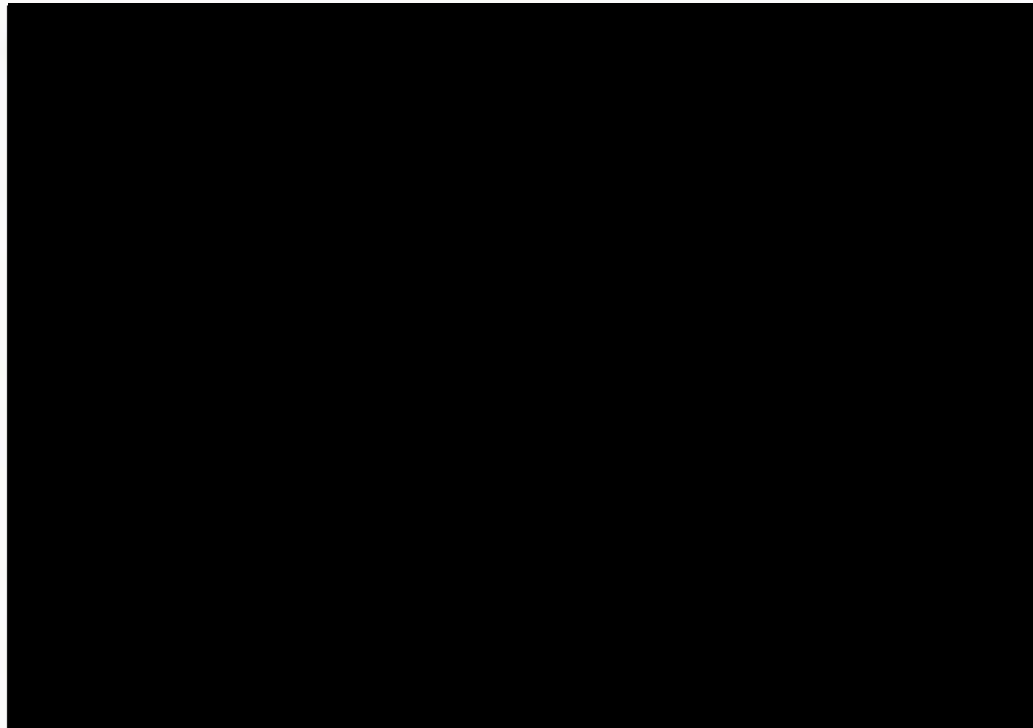
- in paragraph 1.1 of the Agreement, the specifications of the concerts are amended as follows:

Concert number	Original arrangements	Amendment:
FIRST concert of the project	<p>Program of the concert: Martinů: Symphony No. 1 Additional program: Mahler: Symphony No. 1</p> <p>Concert date: 13th and 14th January 2016</p>	No changes
SECOND concert of the project	<p>Program of the concert: Martinů: Symphony No. 4</p> <p>Additional program: R. Strauss: Horn Concerto No. 2 Soloist: [REDACTED] Janáček: Sinfonietta</p> <p>Concert date: 22nd and 23rd February 2017</p>	No changes
THIRD concert of the project	<p>Program of the concert: Martinů: Symphony No. 5</p> <p>Additional program: Suk: Fantastic Scherzo Bernstein – Serenade Soloist: [REDACTED]</p> <p>Concert date: 1st and 2nd November 2017</p>	<p>Concert postponed</p> <p>Program of the concert: Martinů: Symphony No. 5</p> <p>Additional program changes: Viktor Kalabis – “Stražnické slavnosti”, Antonín Dvořák – Concerto for Piano and Orchestra Soloist: [REDACTED]</p> <p>New concert date: 23rd and 24th January 2019</p>
FOURTH concert of the project	<p>Program of the concert: Martinů: Symphony No. 3 Martinů: Symphony No. 6</p> <p>Additional Program: Schönberg: Piano Concerto Soloist: [REDACTED] - The work has not been recorded</p> <p>Concert date: 28th and 29th March 2018</p>	No changes

<p>FIFTH concert of the project</p>	<p>Program of the concert Martinů: Symphony No. 2</p> <p>Additional program Brahms: – piano concerto No.1 Soloist: [REDACTED]</p> <p>Concert date: 20th and 21st June 2018</p>	<p>Program of the concert: Martinů: Symphony No. 2</p> <p>Additional program changes: Jean Sibelius: Concerto for violin and orchestra Soloist: [REDACTED] Leonard Bernstein: Symphony No. 2</p> <p>Rights obtained for Additional program are restricted solely to the territory of the Czech Republic. For this reason, these works are not the subject matter of the Agreement and their mention in this Amendment is for information only</p> <p>New concert date: 6th and 7th June 2018</p>
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- in paragraph 1.1, the text [REDACTED] is deleted and replaced with the following text: [REDACTED]
- in paragraph 2.2 (c) the words [REDACTED]" shall be replaced by [REDACTED]
- in paragraph 2.2, the text referring to the work of Leonard Bernstein: Serenade is deleted and the text regarding the work of Viktor Kalabis: Strážnické slavnosti, and the work of Antonín Dvořák: Concerto for Piano and Orchestra in G minor shall be added; therefore point (d) shall have the following wording:

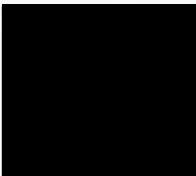
[REDACTED]



Each of the Parties shall be required when using the Programme to settle use of musical works, if the authors are represented in exercising of their property rights to musical works by the collective administrator OSA, GEMA or another collective administrator of copyrights."

- in paragraph 6.3, the amount "€ 8,760 (in words: eight thousand seven hundred and sixty euros)" is replaced by "**€ 7,581 (in words: seven thousand five hundred and eighty one euros)**";
- in paragraph 11.4, the contact person [REDACTED] is changed to the contact person [REDACTED];
- in relation to the work of [REDACTED], the final titles will state: "The music material was provided by the Czech Radio Publishing House";
- in relation to all [REDACTED], in the final titles: "Publisher: Boosey & Hawkes Music Publishers Ltd.", in the case of an international version it will be "Publisher: Boosey & Hawkes Music Publishers Ltd.";
- scope of license for the work: [REDACTED], will be determined by the next amendment to the Agreement immediately after the notification of the extent of the licenses granted by [REDACTED];
- CT will pay UNITEL a contribution to the musical activity of [REDACTED] in connection with the filming of the fourth concert of the project.

3. FINAL CLAUSES



- 3.1 The provisions of the Agreement which have not been changed by this Amendment shall remain unchanged.
- 3.2 The Parties hereby declare that the definition of this Amendment and its price or the value of the subject of this Amendment on the title page does not have a normative significance and is only listed here for purposes of disclosing this Amendment in the contract register according to law.
- 3.3 This Amendment becomes valid on the day of its signature by both Parties. The Parties agree that the rights and obligations, which (as the case may be) have arisen from performance of obligations within the subject-matter of this Amendment in the period before it came into effect, shall be replaced by rights and obligations arising from this Amendment. The performance of obligations within the subject-matter of this Amendment in the period before it came into effect shall be regarded as performance in accordance with this Amendment, and the rights and obligations, which have arisen from such performance, shall be governed by this Amendment.
- 3.4 The Parties agree that the contents of this Amendment that are marked yellow are considered confidential information (e.g. because of business secrets) and neither of the Parties is authorized to disclose this information to third parties without prior written consent from the other Party, with the exception of the following information: (i) which CT itself shares with third parties in relation to the preparation, production, distribution and/or publicity of its program contents related to this Amendment, and/or in relation to its own publicity (ii) which a Party provides or publishes by the law; and (iii) which a Party provides to its expert advisors and/or other co-workers bound by legal and/or contractual confidentiality obligation. The confidentiality obligation outlined above lasts even after this Amendment is no longer in force. This Amendment will be published by CT in accordance with the law, with all the information marked yellow being made illegible.
- 3.5 This Amendment has been drawn up in three counterparts where the original will prevail (two for ČT, one for UNITEL).

The Contracting Parties agree and declare that they have carefully read this Amendment and its contents are comprehensible and clear and there are no known reasons why this Amendment could not be concluded by the Contracting Parties and the obligations stemming from it fully performed, and that there are no known reasons that would render this Amendment invalid. The Contracting Parties provide their signatures below in witness whereof they fully agree to the terms outlined in this Amendment without exception and of their own free will and that this Amendment was not concluded under duress and that neither party was exploited in the negotiated terms.

Česká televize

UNITEL GmbH & Co. KG

Name: Petr Dvořák

Name: Jan Mojto

Position: General Director

Position: Member of the Management

Place: Prague

Place: OBERHACHING

Date: 15-10-2018

Date: 25-10-2018