

Amendment Agreement No.1

THIS AGREEMENT is made on _____

BETWEEN:

- (A) **DISCOVERY COMMUNICATIONS EUROPE LIMITED**, whose registered office is at Discovery House, Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom, company number 05039068, VAT number 115159924 (hereafter "**DCEL**"); and
- (B) **VODOHOSPODÁR MAKOV, spol. s r.o.**, whose registered office is at Makov 60, Makov 023 56, Slovak Republic, ID No.: 36 002950, registered in the commercial register administered by the District Court Žilina, Section: Sro, Insert No.: 3374/L (individually a "**Party**", together the "**Parties**").

WHEREAS:

- (i) The Parties entered into the Affiliation Agreement with a Commencement Date of 1 January, 2021, pursuant to which the Operator was granted the non-exclusive right to distribute the Licensed Content in the Slovak Republic (the "**Agreement**").
- (ii) The Parties now wish to enter into this amendment (the "**Amendment No.1**") to amend and add certain terms to the Agreement as set out below with effect from **1 January 2024** (the "**Amendment No.1 Effective Date**").

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the mutual agreements that are contained herein, the Parties hereby agree the Agreement shall be amended with effect from the Amendment No.1 Effective Date as set out herein:

- 1. Section D (License Term) of the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:

D. Licence Term	This Agreement shall start on the Commencement Date and shall continue until 31/12/2026 (the " Initial Term ") and shall thereafter be automatically renewed on the same terms and conditions as set out herein for further periods of one (1) year, measured from the expiry date of the Initial Term (each a " Roll-over Period "), unless this Agreement is terminated by either party giving a minimum of 60 days' written notice to the other to be effective on the expiry of the Initial Term or then current Roll-over Period. The Initial Term and any Roll-over Period(s) shall together be referred to as " the Licence Term ".
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- 2. Section E (Channels) of the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:

E Channels:	1. Operator shall distribute the following Channels:			
	Channel	Licenced	Launch Date (if applicable) on or before the date set out below	Payment Start Date
	DCEL Channels:			

Discovery Channel HD	Yes	01/01/2024	01/01/2024
TLC HD	Yes	01/01/2024	01/01/2024
ID HD	Yes	01/01/2024	01/01/2024
HGTV HD	Yes	01/01/2024	01/01/2024
Eurosport 1 HD	Yes	01/01/2024	01/01/2024
Eurosport 2 HD	Yes	01/01/2024	01/01/2024
Animal Planet HD*	Yes	01/01/2024	01/01/2024

together with such ancillary material (whether video, audio or teletext), VBI transmissions and/or teletext announcements as may be supplied by DCEL from time to time.

*DCEL may, for any reason and at any time during the Licence Term, decide to unilaterally terminate this Agreement to the extent that it relates to any of the following channels: Animal Planet, upon 30 days' written notice to Operator. The Licence Fees payable in accordance with Section L of the Schedule to this Agreement shall not be affected by any such termination.

3. Section I (Carriage Obligations and Packaging) of the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:

I. Carriage Obligations and Packaging	Channel	Package(s)
	Discovery Channel HD	Basic Package
	HGTV HD	Basic Package
	ID HD	Basic Package
	TLC HD	Basic Package
	Eurosport 1 HD	Basic Package
	Eurosport 2 HD	Basic Package
	Animal Planet HD	At Operator's Discretion*
	*Operator may include Animal Planet HD in any of its packages at its discretion, provided Operator informs DCEL of its choice of packages and that Operator has received confirmation via email from DCEL of Operator's choice of packages. Operator may change the packaging for this Channel throughout the Licence Term, provided it has received approval from DCEL via email. For the avoidance of doubt, Operator must not offer this channel on an A La Carte Basis.	

4. Section L (Licence Fee) of the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:

L. Licence Fee in U.S. Dollars		Sets of Channels	Packaging	2024	2025	2026
	Cost Per Subscriber per month ("CPS")	Discovery Channel HD, TLC HD, ID HD, HG TV HD, Eurosport 1 HD, Eurosport 2 HD (combined rate CPS)	Basic Package	2.14	2.19	2.24
		Animal Planet HD,	At Operator's Discretion (see above)	0.00	0.00	0.00
The License Fees set out above shall apply during the Initial Term. For each Roll-over Period, the Licence Fees payable shall be the Licence Fees for the immediately preceding year increased by ten per cent (10 %)						

5. Section M (Minimum Guaranteed Subscribers) of the Schedule to the Agreement shall be deleted in its entirety and replaced with the following:

M.	Minimum Guaranteed Subscribers	CHANNEL	2024	2025	2026	Any Roll-over Period
		Minimum Guaranteed Subscribers (monthly) for Discovery Channel HD, TLC HD, ID HD, HG TV HD, Eurosport 1 HD, Eurosport 2 HD (distributed in Basic Package)	208	208	208	208

6. This Amendment No.1, together with the Agreement (where applicable and as amended), contains the full and complete understanding between the Parties with respect to the subject matter hereof and supersedes all prior written or oral understandings between the Parties.
7. Save as expressly amended or varied herein, all terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect, valid and binding on the Parties.
8. In the event of conflict between the terms of the Agreement and its previous amendments and the terms of this Amendment No.1, the terms of this Amendment No.1 shall prevail.
9. All capitalised terms used but not defined in this Amendment No.1 shall have the same meaning ascribed to them in the Agreement unless specifically specified otherwise herein.
10. The terms of this Amendment No. 1 may be amended only by written agreement executed by each of the Parties hereto.
11. This Amendment No.1 shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF, this Amendment No.1 has been made in two (2) originals, one (1) for each Party, and executed by the authorised representatives of the Parties.


SIGNED BY

DocuSigned by:

 -----1A43789D7D9C491-----

For and on behalf of
DISCOVERY COMMUNICATIONS EUROPE LIMITED
 Name:
 Title:
 Date:

SIGNED BY

DocuSigned by:

 -----4356BE681B454D8-----

For and on behalf of
VODOHOSPODÁR MAKOV, spol. s r.o.
 Name:
 Title:
 Date:



TECHNICAL PARAMETERS HGTV Central Europe HD

SATELLITE RECEPTION	
SATELLITE	Eutelsat 9B
ORBITAL LOCATION	9.0E
FOOTPRINT	Lyngsat Map
BEAM	Wide
TRANSPONDER	TP_09
FREQUENCY	11881
POLARITY	V
SYMBOL RATE	30.0
FEC	3/4
MODULATION	DVB-S2
ENCRYPTION TYPE	Viaccess
NETWORK ID	158
NETWORK OPERATOR	Discovery Communications

SERVICE	
NAME	HGTV Central Europe HD
SID	5100
PMT	5109
PCR	5111
ECM	903-v3 / 904-v4 / 905-v5 / 906-v6
EMM	92

VIDEO				
FORMAT	PID	ASPECT RATIO	PROFILE	BITRATE
MPEG-4	5111	16:9	High Profile	Up to 10 Mbps Statmux

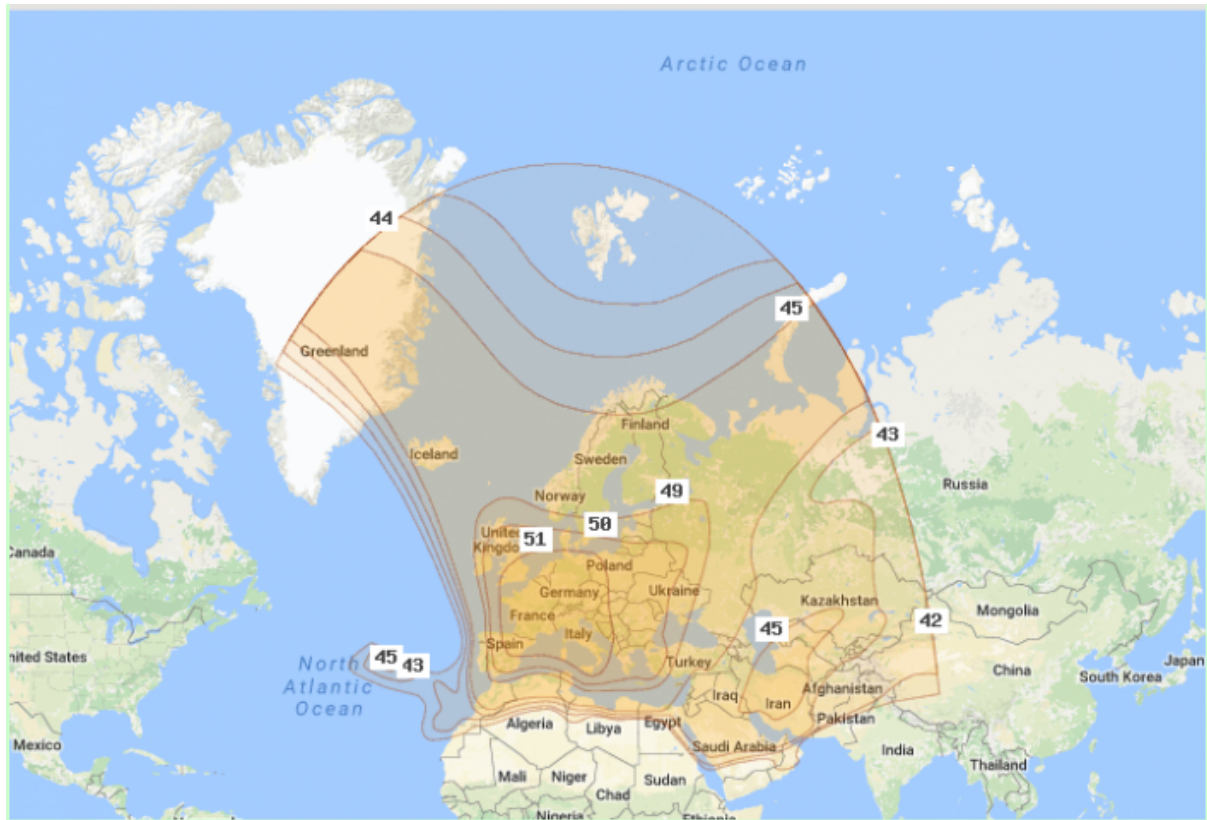
AUDIO						
PMT ORDER	GROUP/ PAIR	PID	LANGUAGE	FORMAT	BITRATE	NOTES
1	G1P1	5121	ENG	MPEG1-L2	192 kbps	
2	G1P2	5122	HUN	MPEG1-L2	192 kbps	
3	G2P1	5123	RUS	MPEG1-L2	192 kbps	
4	G2P2	5124	BUL	MPEG1-L2	192 kbps	
5	G3P1	5125	CZE	MPEG1-L2	192 kbps	
6	G3P2			MPEG1-L2	192 kbps	
7	G4P1			MPEG1-L2	192 kbps	
8	G4P2			MPEG1-L2	192 kbps	



SUBTITLES				
NUMBER	PID	LANGUAGE	FORMAT	NOTES
1			DVB	
2			DVB	
3			DVB	
4			DVB	
5			DVB	
6			DVB	
7	5157	POR	DVB	
8	5158	RUM	DVB	
9			DVB	
10			DVB	
11			DVB	
12			DVB	
13			DVB	
14			DVB	
15	5165	SRP	DVB	
16	5166	SLV	DVB	
17			DVB	
18			DVB	
19	5169	EST	DVB	
20			DVB	

SCTE			
NUMBER	PID	FORMAT	NOTES
1	5141	CUE MESSAGE	

SATELLITE FOOTPRINT



EIRP (dBW)	>50	50	49	48	47	46	45	44	43	42
Size (cm)	50	50-60	55-65	60-75	65-85	75-95	85-105	95-120	105-135	120-150