



CHANNEL CARRIAGE AGREEMENT
(“AGREEMENT”)

Part 1 – Key Commercial Terms

Operator: **VODOHOSPODÁR MAKOV s.r.o.**

Address: Makov 60, 023 56 Makov
Slovakia

Contact Name: Katarína Chudějová

Phone: +421 414 364 218

E-mail: vodohospodar@makov.sk

VAT Number: SK2020134226

Channel(s): X SPORT 1
X MINIMAX
X Film+

Territory: Czech Republic Slovakia

Authorized Language: SPORT1: Czech

Minimax: Czech

Film+: Czech

Start Date: 1st January 2021

Initial Period: from the Start Date until 31st December 2024

Invoicing Period: Monthly

License Fee in Euro (€) per Subscriber per month (excl. VAT):

Channels	Carriage Tier	Licensed Distribution System	Fee / Subscriber / Month in EUR (excluding VAT)
			2021-2024
Film+	Basic	analogue	0,26
Minimax	Basic	analogue	0,20
SPORT 1	Basic	analogue	0,40

Subscriber Type(s): Residential Commercial Communal (*mark as appropriate*)

No. of Subscribers at Start Date: 257

Guaranteed Minimum Subscribers/ License Fee:

SPORT1: n/a

Minimax: n/a

Film+: n/a

Carriage Tier (*mark as appropriate*):

SPORT1: Basic EBT Thematic: [specify tier name]

Minimax: Basic EBT Thematic: [specify tier name]

Film+: Basic EBT Thematic: [specify tier name]

Licensed Distribution System (*mark as appropriate*):

SPORT1:

Cable Analogue Digital Secure Online

DTH IPTV DTT MMDS SMATV

Minimax:

Cable Analogue Digital Secure Online

DTH IPTV DTT MMDS SMATV

Film+:

Cable Analogue Digital Secure Online

DTH IPTV DTT MMDS SMATV

Licensed Distribution Rights (*mark as appropriate*):

SPORT1:

- Linear retransmission** (*in accordance with Part 2 and its Annex 4, 5, 6 and 7*)
- Multiscreen/Online Simulcast** (*in accordance with Part 2 Annex 3 to 8*)
- Start-over rights** (*in accordance with Annex 2 and Annex 4 to 8*)
- Catch-up rights** (*in accordance with Annex 2 and Annex 4 to 8*)
- nPVR** (*in accordance with Annex 1 and Annex 4 to 8*)
- OTT** (*in accordance with Annex 3 to 8*)

Minimax:

- Linear retransmission** (*in accordance with Part 2 and its Annex 4, 5, 6 and 7*)
- Multiscreen/Online Simulcast** (*in accordance with Part 2 Annex 3 to 8*)
- Start-over rights** (*in accordance with Annex 2 and Annex 4 to 8*)
- Catch-up rights** (*in accordance with Annex 2 and Annex 4 to 8*)
- nPVR** (*in accordance with Annex 1 and Annex 4 to 8*)

Film+:

- Linear retransmission** (in accordance with Part 2 and its Annex 4, 5, 6 and 7)
- Multiscreen/Online Simulcast** (in accordance with Part 2 Annex 3 to 8)
- Start-over rights** (in accordance with Annex 2 and Annex 4 to 8)
- Catch-up rights** (in accordance with Annex 2 and Annex 4 to 8)
- nPVR** (in accordance with Annex 1 and Annex 4 to 8)
- OTT** (in accordance with Annex 3 to 8)

(Unless marked, such rights in relation to a specific Channel are explicitly withheld by Licensor, and the respective Annexes shall not be applicable.)

**Other Special Terms and Amendments and Variations to the Standard Terms and Conditions set out in the foregoing Channel Carriage Agreement:
see Annex 9.**

(insert and list all changes to Part2, including its Annexes, with references to the clauses amended)

Distribution systems run by the Operator:

#	Head End Location (city, street, number)	Channel	Total Number of Households Connected to Corresponding Head End	Number of Homes Receiving the Channel	Licensed Distribution System (Cable / IPTV / DTH / DTT / MMDS / SMATV)	Carriage Tier (Basic/EBT/Thematic)
1	Makov	Sport 1 Minimax Film+	257	257	Cable	Basic

1. This Agreement is made between AMC Networks Central Europe s.r.o. a company duly incorporated in the Czech Republic and having its place of business at Pobřežní 620/3, 186 00 Praha 8, Czech Republic, CZ27112501 (“**Licensor**”) and the Operator designated above and is subject to the terms and conditions which form Part 2 of this Agreement.
2. In the event of any contradiction or discrepancy between Part 1 and Part 2 to this Agreement, Part 1 (including its Annexes (1 to 10) shall prevail over Part 2.
3. This Agreement has been executed in two English language versions.
4. This Agreement shall be governed by and construed in accordance with the laws of the Slovak Republic and shall be subject to the exclusive jurisdiction of the Slovak Courts in respect of any matter or dispute arising under or in connection with this Agreement.

IN WITNESS WHEREOF, drawn up and signed by both Parties in duplicate.

(Signature page follows.)

Signature Page.

DocuSigned by:
Martin Pavlík 19 marca 2021 | 02:37 PDT
0D8A10GE1E264B8.....

Martin Pavlík

For and on behalf of the
Operator

DocuSigned by:
Marcel Mares 19 března 2021 | 03:50 PDT
44CDC6C3B7D74FF.....

For and on behalf of **Licensor**
Name, position:
marcel mares

DocuSigned by:
Levente Malnay 19 március 2021 | 05:24 PDT
8C5A79FE2EEA4A7.....

For and on behalf of the **Licensor**
Name, position:
Levente Malnay

PART 2 - STANDARD TERMS AND CONDITIONS**1. Definitions and Interpretations**

1.1 Unless the context otherwise states or requires the following words and expressions and all capitalised words shall have the following meanings:

- 1.1.1 **"Affiliate"** shall mean in relation to any person (i) any other person directly or indirectly Controlling or Controlled by or under common Control with such person; (ii), any person with which any such person is connected, the question of whether such person is so connected falling to be determined for this purpose in accordance with the provisions of the law of the respective country of residence; and (iii) any person with whom any other person is acting in concert
- 1.1.2 **"Agreement"** shall mean Part 1 – "Key Commercial Terms" including its Annexes (1 to 10) and "Part 2 - Standard Terms and Conditions", together with all schedules, appendices, annexures and exhibits attached as amended varied or supplemented from time to time;
- 1.1.3 **"Average Monthly Subscribers"** shall mean in respect of a Channel, the number calculated by adding the number of Subscribers of that Channel on the first and last day of any given calendar month and dividing such figure by two, rounded up to the next whole number;
- 1.1.4 **"Basic Tier"** shall mean that tier or package of television programming services or channels above the Must Carry Tier and the Life-Line Tier, to which all end users except subscribers to any Life-Line Tier (if existing), receiving any television program service distributed by the Operator must subscribe to in order to receive one or more of the digital television channels and services packaged by Operator and which is the most widely tier distributed by the Operator via the Distribution Systems after the Must Carry Tier (if exists) and the Life-Line Tier (if exists); all channels comprised by the Must Carry Tier and the Life-Line Tier shall be comprised by the Basic Tier;
- 1.1.5 **"Cable System(s)"** shall mean any cable systems (whether fibre, co-axial or DSL); **"Cable"** shall mean delivery via such systems;
- 1.1.6 **"Carriage Tier"** shall mean the program tier specified in Part 1 hereof;
- 1.1.7 **"Channels"** shall mean the channel or channels identified in Part 1 hereof and the same channel or channels in such other name(s) (as appropriate) as Licensor may in its sole discretion determine from time to time;
- 1.1.8 **"Commercial Subscribers"** shall mean in respect of a Channel, any person who owns or operates a Place of Multiple Occupation;
- 1.1.9 **"Communal Meeting Place"** shall mean any premises, establishment or location in the Territory (whether operated for commercial gain or otherwise) which is a communal meeting place (including restaurants, clubs, bars, public houses and health clubs);
- 1.1.10 **"Communal Subscriber"** shall mean any person who owns or operates a Communal Meeting Place;
- 1.1.11 **"Conditional Access"** or **"CA"** means the security measures relating to Conditional Access set out in Annex 4 hereto;
- 1.1.12 **"Control"** shall mean the right to control or cast a majority of the voting rights exercisable at a general or shareholder meeting (or its equivalent) of the person concerned; or the right to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors and/or any supervisory board of the person concerned (or its equivalent); or the possession directly or indirectly of the ability or power to direct or procure the direction of the management and policies of such person, whether through the ownership of shares, by contract or otherwise and the terms **"Controlled"** and **"Controlling"** shall be construed accordingly;
- 1.1.13 **"Digital Rights Management"** or **"DRM"** means the security measures relating to DRM set out in Annex 4 hereto;
- 1.1.14 **"Distributions System(s)"** shall mean those Cable Systems, DTT, MMDS, SMATV, IPTV and/or DTH Systems located in the Territory owned, controlled and/or operated by the Operator;
- 1.1.15 **"DSL"** (Digital Subscriber Line) shall mean any technology enabling high-speed simultaneous two-way transmission of digitally-encoded high-bandwidth data to end users' television

sets only over digital closed fibre cable lines or xDSL using ordinary copper telephone lines and any variations or similar technologies non-exhaustive examples of which include ADSL (Asymmetric Digital Subscriber Line), SDSL (Symmetrical DSL), HDSL (High bit rate DSL), VDSL (Very high bit rate DSL);

- 1.1.16 **"DTH" or "DTH Systems"** shall mean any direct broadcast satellite or direct-to-home television service systems used to distribute programme content directly from a satellite dish at the place of reception
- 1.1.17 **"DTT"** shall mean pay digital terrestrial television, namely a radio wave propagation distribution system within the VHF and UHF frequency by which the signal can be received through a conventional aerial;
- 1.1.18 **"Extended Basic Tier" or "EBT"** means the tier of television programming services or channels above the Basic Tier, received by the largest number of end users immediately after the Basic Tier; for the avoidance of doubt any person subscribing to the EBT must also receive the Basic Tier; all channels comprised by the Basic Tier shall be comprised by the Extended Basic Tier;
- 1.1.19 **"Force Majeure Event"** shall mean any occurrence beyond either Party's control including acts of God, decrees or restraints of government, strikes, labour disputes, war, fire, riot, sabotage, terrorism and any other cause or causes whether similar or dissimilar to those already specified which cannot be controlled by such Party;
- 1.1.20 **"Interest"** shall mean the interest at the rate of eight per cent (8%) per annum above the base lending rate from time to time of the European Central Bank, compounded on a daily basis;
- 1.1.21 **"Intellectual Property"** shall mean (a) patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names (including Internet domain names and email address names), unregistered trade marks and service marks, copyrights, know-how, database rights, rights in designs and inventions; and (b) rights of the same or similar effect or nature as or to those in (a), in each case in any jurisdiction;
- 1.1.22 **"IP Delivery Network"** shall mean a controlled access closed wire or cable network suitable for carrying broadcast signals where encrypted TV signals are transmitted to the end users using Internet Protocol, but excluding, without limitation, the Internet;
- 1.1.23 **"IPTV"** shall mean the transmission of TV programmes to the end users' set top box via an IP Delivery Network and using TCP/IP protocols enabling end users to view the transmitted TV programmes subject to a digital rights management system and/or conditional access which prevents unauthorised copying or distribution of the TV programmes;
- 1.1.24 **"Licensed Distribution Rights"** shall mean the Distribution Rights specified in Part 1;
- 1.1.25 **"Licensed Distribution Systems"** shall mean the Distribution Systems specified in Part 1;
- 1.1.26 **"Life-Line Tier"** means a tier of television channel packaged by Operator and distributed to subscribers via the Licensed Distribution Systems, consisting of Must Carry Tier channels and/or national, regional and/or local channels and/or free international channels only. For the purpose of this definition only, a "national", "regional" or "local" channel meaning a channel mainly targeting one single country and for the avoidance of doubt excluding a localised version of any international advertising or subscription supported channel. The Life-Line Tier shall not comprise pay-tv channel;
- 1.1.27 **"Must Carry Tier"** shall mean a package of television programme services which consist only of television channels with "must carry" status as required by national and/or local laws or regulations in the Territory (if any) which is the most widely distributed package of channels distributed on the Distribution Systems;
- 1.1.28 **"MMDS"** shall mean a multi-channel multipoint microwave distribution system within the 2-3GHz bandwidth.
- 1.1.29 **"Party" or "Parties"** shall mean one or both parties to this Agreement, their successors, assigns and permitted subcontractors;
- 1.1.30 **"Place of Multiple Occupation"** shall mean any premises (excluding private homes or residences) in the Territory (whether

- operated for commercial gain or otherwise) containing Rooms or other units which are used as temporary or permanent accommodation (including boarding houses, prisons, hospitals, nursing homes, oil rigs, schools, hotels, motels, guest houses and all other non-residential premises);
- 1.1.31 **"Point of Delivery"** shall mean in respect of a Channel, the location where such Channel's signal is delivered via fiber and made available for receipt, specifications of which are set out in Annex 5, which Licensor may from time to time change;
- 1.1.32 **"Records"** shall mean all agreements, correspondence, computer data and other records relating to Subscribers, including, full and accurate details of the numbers of Subscribers, all contracts with Subscribers and details of connections and disconnections and accounting documentation as well as financial books related to Subscribers' payments to the Operator;
- 1.1.33 **"Residential Subscriber"** shall mean in respect of a Channel, any person located at a private home or dwelling in the Territory, excluding any Place of Multiple Occupation or any Communal Meeting Place;
- 1.1.34 **"Rooms"** shall mean each room or unit in a Place of Multiple Occupations which has a television set and/or which is equipped to receive the Channel(s). For the purposes of calculating the License Fees payable hereunder, each Room shall be equal to one Commercial Subscriber;
- 1.1.35 **"Satellite"** shall mean in respect of a Channel, the satellite currently used to deliver the Channel, specifications of which are set out in Annex 5, which Licensor may from time to time change, provided at all times any such satellite shall have a footprint over the Territory;
- 1.1.36 **"SMATV"** means a Satellite Master Antenna TV being a collective television reception and distribution system serving a local population of users collocated in a block of flats, a hotel or other group-housing complex, using one or more high quality, centrally located antenna to receive the satellite signals, which are in turn distributed to the end-users via a dedicated cable distribution network;
- 1.1.37 **"Standard Terms and Conditions"** shall mean those terms and conditions set out in Part 2 of this Agreement;
- 1.1.38 **"Subscriber(s)"** shall collectively or individually mean those Residential Subscribers and/or Commercial Subscribers and/or Communal Subscribers connected to the Distribution System(s) who are entitled to receive the respective Channel(s) by virtue of a contract or arrangement (whether written or otherwise) with the Operator in consideration of a subscription fee directly ascribed to the Carriage Tier;
- 1.1.39 **"Subscriber Report"** shall mean a report certified to be accurate by a director of the Operator and in the form required by Licensor including the following information for all Licensed Distribution System(s): (i) the total number of subscribers to Operator's television services broken down per distribution system; (ii) the exact number of Subscribers on the first and the last day of the relevant month of the Term; (iii) the Average Monthly Subscribers of the respective Channel for the relevant month; (iv) details of the Carriage Tier of the respective Channel and all Licensed Distribution Systems; and (v) such additional information as Licensor may from time to time request;
- 1.1.40 **"Thematic Tier"** shall mean any tier or package of pay television services or channels usually but not necessarily genre-based that are distributed by the Operator other than the Must Carry Tier or Life-Line Tier or the Basic Tier or Extended Basic Tier (EBT) and for which an additional fee is paid by subscribers already subscribing to the Extended Basic Tier. Thematic Tier may only be subscribed to by EBT subscribers;
- 1.1.41 **"Transmission Hours"** shall mean in respect of a Channel, the hours indicated in Annex 6 hereto unless notified to the contrary by Licensor to the Operator in writing;
- 1.2 All capitalised words used in these Standard Terms and Conditions which are not defined herein shall have the meanings ascribed to them or set out opposite them in Part 1 (Key Commercial Terms) of this Agreement.
- 1.3 In this Agreement:-
- 1.3.1 the singular includes the plural and vice versa;
- 1.3.2 references to gender include references to all genders;
- 1.3.3 the expression "including" means "including but not limited to";
- 1.3.4 unless otherwise stated, references to sub-clauses, clauses, the exhibit(s) and the schedule(s) are to sub-clauses, clauses, the exhibit(s) and the schedule(s) to this Agreement;
- 1.3.5 the clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- 1.3.6 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- 1.3.7 a person means any person, individual, company, firm, corporation, government, state or agency whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it is incorporated or exists.
2. License
- 2.1 Licensor hereby grants to the Operator the non-exclusive right during the Term to receive and to simultaneously distribute (retransmit) the Channels via the Licensed Distribution Systems to Subscribers in the Territory subject to the terms and conditions of this Agreement.
- 2.2 All rights granted in this Agreement are subject to timely payment of all sums due to Licensor. Breach of provisions relating to payments of License Fees shall be considered a material breach and shall entitle Licensor to terminate and / or suspend all such rights forthwith.
- 2.3 All rights not expressly granted by Licensor to the Operator pursuant to this Agreement are reserved by Licensor. Operator's right to receive and distribute the Channels as set forth herein is non-exclusive to Operator in the Territory. No other right in and to the Channels, any programming included in the Channels, any subtitles which may be created for the Channels, any other form of television or any other mode of distribution is granted to Operator pursuant to this Agreement.
- 2.4 The Channels shall not be distributed on a stand-alone and / or a la carte basis.
- 2.5 The Operator shall not be entitled to sub-license any of the rights granted hereunder.
- 2.6 Non-compliance with Clause 2.1 to 2.5 by Operator shall be regarded as a material breach by Operator.
3. Term
- 3.1 The rights granted by Licensor to the Operator pursuant to this Agreement shall be granted for the Term.
- 3.2 Upon expiry of the Initial Period this Agreement shall be automatically renewed for successive periods of twelve (12) months (the "Rollover Period(s)") upon identical terms unless and until terminated by either Party giving the other not less than ninety (90) days' prior written notice, such notice to expire upon the end of the then current period upon identical terms (save for the exception set out in Clause 7.11) unless the Parties agree otherwise.
- 3.3 **"Term"** shall mean the Initial Period (if not earlier terminated in accordance with the terms hereof) together with any subsequent Rollover Period(s) where applicable.
4. Delivery of the Channels by Licensor
- 4.1 Subject to clause 4.6, Licensor shall arrange for transmission of the Channels via the respective Satellite for downlinking into the Territory or via fiber delivery to the Point of Delivery for picking up in accordance with Annex 5 hereto.
- 4.2 Following activation of all relevant smartcards or other viewing equipment, Licensor's obligations in respect of delivery of the Channels to the Operator shall be limited to uplinking the respective Satellite's signal for reception by the Operator's head-end and/or DTH hub (as appropriate) receiving equipment by satellite transponder downlink or making the respective Channel's signal available at the Point of Delivery for picking up and retransmission by Operator (as appropriate) (as specified in Annex 5 hereto).
- 4.3 Any and all cost incurred (including, without limitation, the cost of any decoding equipment required) with respect to reception of the Channels' signals from the Satellites or Point of Delivery (as specified in Annex 5 hereto) and the simultaneous retransmission of the Channels throughout the Licensed Distribution System(s) shall at all times be borne by and shall be the sole responsibility of the Operator.
- 4.4 Subject to this clause 4, the Operator will at all times receive the Satellite feeds or, if delivered to the Point of Delivery, the

- transport stream, of the Channels and is not entitled to receive any other feed or any variant of the Channels without the prior written agreement of Licensor than the feed/transport stream specified in Annex 5 hereto.
- 4.5 Except in cases of emergency, the Operator shall be entitled to 30 days' notice from Licensor of any change of Satellite / Point of Delivery (as appropriate) specifications.
- 4.6 Licensor may change any or all of the Satellites / or Point of Delivery (as appropriate) or the technology employed to deliver any or all of the Channels provided that it shall give the Operator thirty (30) days' prior notice, providing full details of the new Satellite(s) / Point of Delivery (as appropriate) or technology to be used and, to the extent that it is able, the adaptations needed within the facilities and equipment in use at that time by the Operator. In such event Licensor shall enter into good faith discussions regarding the compensation of the Operator's reasonable expenses that may have incurred as a result of such change in the Satellite / Point of Delivery (as appropriate) or technology. If such discussions do not yield agreement within ninety (90) days then this Agreement shall automatically terminate forthwith.
- 4.7 The selection, scheduling, substitution and withdrawal of any programme or part thereof or any advertisement contained in the Channels shall at all times remain within the sole discretion and control of Licensor, and such change in the selection, scheduling, substitution and withdrawal of any programme or part thereof or any advertisement contained in the Channels shall not entitle Operator to terminate this Agreement and the Operator shall not be entitled to any rebate whatsoever in relation to such change. In addition, Operator acknowledges that the Channels as distributed within the Territory shall be a commercial advertiser supported programming service. All matters with respect to the amount of commercial advertisement time to be included in the Channels, the scheduling of the insertion of such commercial advertising during the Channels and any revenues derived from such commercial advertising, shall be determined by and the sole right of Licensor from time to time in its sole discretion. Operator acknowledges and agrees that it shall not have the right during the Term to sell advertising time on the Channels to third parties or to otherwise place commercial advertising, promotional or any other time on the Channels.
- 4.8 Licensor shall at its own cost employ reasonable endeavours to procure that no less than 85% of all programming on the Channels (excluding interstitials and advertisements) shall be versioned into the Authorised Language before delivering the signal to the Operator.
- 4.9 Licensor may, in its sole discretion, either by itself or via an appointed representative, supply smartcards for each of the Operator's headends and/or DTH hubs as appropriate. Such smartcards shall be loaned to the Operator and shall remain the property of Licensor and shall be returned in good working order by the Operator to Licensor at the end of the Term, upon earlier termination of this Agreement for any reason or in the event that the Operator does not require such equipment to perform its obligations under this agreement at any time. For the avoidance of doubt the Operator shall indemnify Licensor for any damage or abnormal wear and tear on such equipment and shall be deemed to be in breach of this Agreement and required to return the equipment if used for any purpose other than those envisaged herein.
- 4.10 Licensor reserves the right to re-brand and modify the image and content of the Channel(s) as it sees fit in its sole discretion.
5. Operator's Obligations
- 5.1 The Operator hereby represents and warrants that it has the full power and authority to enter into and perform this Agreement.
- 5.2 The Operator shall distribute the Channels simultaneously upon receipt, in its entirety without any interruptions including all titles, interstitials, credits, logos and copyright notices.
- 5.3 The Operator shall not cut, edit, change, add to, delete from or revise the Channels in any way without the prior written consent of Licensor.
- 5.4 Unless agreed otherwise in writing, the Operator shall ensure that all transmissions are securely encrypted and that no equipment or device necessary to receive or decode the transmissions shall be made available to any person other than Subscribers.
- 5.5 The Operator shall: (i) take all steps necessary to prevent illegal distribution, copying, piracy, or unauthorised use of the Channels in the Territory; and (ii) immediately notify Licensor of any unauthorised use of the Channel(s) of which it becomes aware; and (iii) at Licensor's request provide Licensor with all reasonable assistance in any action to prevent such unauthorised use.
- 5.6 The Operator shall operate and maintain in good working order suitable facilities and equipment necessary to receive and simultaneously retransmit the Channels via the Licensed Distribution System(s) and ensure that the distribution of the Channels is at all times of high broadcast quality and of no lesser quality than for any other programming distributed by the Operator.
- 5.7 In the event of (i) any deterioration of or failure in the reception of the Channel(s) by the Operator; and/or (ii) any material disruption or discontinuance of or interruption in or other interference with the provision of the Channel(s) to Subscribers, the Operator shall (a) maintain full written records of the event, (b) immediately notify Licensor in writing, (c) use its reasonable endeavours to rectify such occurrences, and (d) take all steps necessary to mitigate any losses.
- 5.8 The Operator shall not record and/or copy the Channel(s) or any part thereof except as required by law.
- 5.9 The Operator shall transmit the Channels during and only during the Transmission Hours throughout the Term. In the event of a breach by the Operator of this obligation, Licensor shall:
- 5.9.1 be released from its warranties and undertakings in this Agreement; and
- 5.9.2 have the right to terminate the Agreement in part or in whole at its sole discretion, forthwith upon written notice, such right to be without prejudice to any other rights or remedies which it may have.
- 5.10 The Operator shall use its best endeavours to advertise market and promote the Channels and its distribution to existing and potential Subscribers. Such activity shall be carried out at a high standard that shall not in any way adversely reflect upon the reputation of the Channel(s), Licensor and/or any Licensor Affiliate. For the avoidance of doubt, any marketing or promotional materials supplied by Licensor to the Operator shall at all times remain the property of Licensor and the Operator agrees to return the same to Licensor upon demand and/or the termination and/or expiry of the Term where such requests are reasonable and proportional to the items in question.
- 5.11 The Operator shall indemnify Licensor and/or its Affiliates in respect of all costs, expenses, losses or damages (including legal and other professional costs) incurred by Licensor and/or any Licensor Affiliate(s) as a result of any breach, actual or alleged, by the Operator of its obligations under this Agreement whether such breach is foreseeable or not.
- 5.12 The Operator warrants, represents and undertakes that:
- 5.12.1 it has obtained or, as the case may be, shall prior to the Start Date obtain all licences, permits or consents necessary or required in order to receive and distribute the Channels in the Territory via the Licensed Distribution System(s) and confirms that all such licences, permits and consents are valid and subsisting;
- 5.12.2 it shall at all times comply with the terms of such licences, permits or consents and that it will not do or permit to be done (whether by act or omission) anything which shall or may cause any such licences, permits or consents to be revoked during the Term;
- 5.12.3 it shall at all times comply with all regulations, rules, legislation and/or requirements applicable in the Territory;
- 5.12.4 it shall notify Licensor of any change in the status of such Licenses, permits or consents.
- 5.13 The Operator shall be responsible for obtaining and paying for all rights, consent, and necessary clearances required (i) under all applicable laws and regulations within the Territory; and/or (ii) from copyright collection societies and organisations; and/or (iii) from owners of copyright or other rights in relation to music and sound recordings contained in the Channel(s) in order for the Operator to receive and simultaneously distribute the Channels in the Territory in accordance with this Agreement.
- 5.14 Subject to compliance with applicable laws and regulations, the Operator shall make available to Licensor the results of all marketing tests, audience surveys and rating polls insofar as they relate to the Channel(s) or the Subscribers and Licensor shall be entitled to use the information obtained therefrom for the purpose of selling advertising on the Channel(s). The Operator also agrees to render such other assistance to Licensor as Licensor may

reasonably request and which the Operator can reasonably provide or obtain in connection with any marketing test, survey, poll or other research which Licensor may undertake. Licensor agrees to share research with the Operator realised through the Operator's co-operation.

5.15 The Operator shall notify Licensor at least 30 days in advance if it intends selling or transferring any Licensed Distribution System and the Operator shall use its best endeavours to ensure that the transferee agrees to continue carrying the Channels on such transferred Licensed Distribution System, either (at Licensor's sole discretion) on the same terms and conditions as those set out in this Agreement or on alternative terms agreed between Licensor and the transferee.

6. Delivery by Operator to Subscriber

6.1 The Operator shall:

6.1.1 distribute the Channels in the respective Carriage Tier and on all Head Ends, DTH hub, IPTV, DTT, SMATV and MMDS network (as appropriate) as specified in Part 1 hereof and shall not be entitled (without the prior written consent of Licensor) to distribute the Channel(s) in any tier and/or package of programme services that is not the Carriage Tier in respect of the Channel concerned;

6.1.2 ensure that the Channels are distributed to all Subscribers to the Carriage Tier in accordance with the provisions of this Agreement.

6.1.3 not be entitled (without the prior express written consent of Licensor) to insert the Channel(s) into any tier that is not the Carriage Tier.

6.2 The Operator shall ensure that:

6.3 payment models that allow viewers to access temporal "windows" of one or more otherwise full-time (or substantially full-time) linear television programming services(s) deemed to be "video-on-demand", "pay-per-view" or "pay-per-day" services are not permitted unless otherwise indicated under Part 1 to this Agreement;

6.4 the Channel(s) is not distributed and/or received and/or viewed on the Worldwide Web or otherwise online via the Internet and/or on mobile telecommunication devices unless otherwise indicated under Part 1 to this Agreement;

6.5 in the event that distribution is in digital form, the Licensed Distribution Systems shall at all times during the Term have, a digital rights management ("DRM") or conditional access ("CA") system acceptable to Licensor in accordance with Annex 4 hereto, such a system shall have software or hardware controlling access to the Channel(s) where distributed via the Licensed Distribution Systems and preventing any unlawful copying, transfer or distribution, including on peer-to-peer networks, of the Channel(s);

6.6 at all times during the Term, the retransmission of the Channels shall not allow the Subscribers to retransmit, interrupt, record (excluding PVR, but not excluding network based PVR solutions) or alter the Channel(s) in any way.

6.7 In the event the Operator has an electronic programme guide ("EPG"), the Operator will include the Channels in its channel menus and similar printed television listings and guides and (in the case of digital Licensed Distribution Systems) in its EPG made available to Subscribers in a prominent position comparable with all other channels included in the same Carriage Tier as the respective Channel's(s) and will consult with Licensor regarding the Channels placement therein. The Operator will allocate a channel number for the Channels which is as low as possible and such channel number will not be changed without Licensor's prior written consent. The Operator agrees that it shall insert information provided by Licensor in relation to the programming contained in the Channel(s) in the channel menus and similar printed television listings and guides, and (in the case of digital Licensed Distribution Systems) its EPG, at no cost to Licensor. Licensor shall use reasonable efforts to provide the Operator with the schedule of programmes contained in the Channels monthly in advance in an agreed form provided that Licensor shall not be bound by such schedule and shall be free to alter it at any time prior to transmission. As between Licensor and the Operator, the Operator shall at all times be responsible for the compiling and efficient functioning of the EPG.

6.8 The Operator shall not deliver the Channels on internet based systems nor for exhibition on any computer screens or non-TV media at any time unless otherwise provided for in Part 1 to this Agreement (in accordance with Annex 3, Part 1).

6.9 The Operator shall not be entitled to cease the distribution of the Channel(s) on its Licensed Distribution Systems or any part thereof until the end of the term and shall not be entitled to cease the operation of any of its Licensed Distribution Systems or any part thereof by, including but not limited to, virtue of the sale of any of its Head Ends or the sale or transfer of its DTH business.

6.10 For the avoidance of any doubt, the Carriage Tier(s) shall not be made available to anyone with no payment obligation of a subscription fee directly ascribed to the specific Carriage Tier.

7. Payments and Reporting

7.1 Within five (5) days of the end of each calendar month ("Reporting Period") the Operator shall deliver to Licensor a Subscriber Report for that Reporting Period.

7.2 Following receipt of the relevant Subscriber Report, Licensor shall deliver to the Operator an invoice for the aggregate License Fees but not less than the applicable Guaranteed License Fee (if any) due for the relevant Payment Period (s) as set out in Part 1.

7.3 Invoices shall be issued in arrears.

7.4 By signing this Agreement, Operator agrees and acknowledges that the Licensor shall be entitled to change the method of invoicing and issue electronic invoices (or vice versa) on any and all payments due to Licensor under this Agreement and such invoices shall be regarded delivered to the e-mail address indicated in Part 1 hereto.

7.5 If the Operator fails to deliver any Subscriber Report(s) in accordance with this Agreement, Licensor may invoice the Operator for a deemed number of Subscribers not exceeding 10% greater than that of the previous Payment Period and the Operator shall be obliged to pay such invoice and shall enjoy no subsequent right of rebate.

7.6 The License Fee(s) payable to Licensor shall be paid in respect of all Subscribers irrespective of the amounts actually received by the Operator from Subscribers.

7.7 The License Fee(s) shall be paid exclusive of any Value Added Tax or any similar sales related tax for which the Operator shall be liable in full within and no later than fifteen (15) days from the date of the relevant Licensor invoice. Notwithstanding the foregoing, Licensor reserves the right to issue invoices on a quarterly or bi-annual basis as it deems appropriate.

7.8 The Operator shall be liable for all bank charges of whatsoever nature, including without limitation wire transfer, foreign exchange or other charges.

7.9 Interest shall be payable upon demand by the Operator to Licensor on all sums which are overdue pursuant to this Agreement.

7.10 If there shall be currency restrictions in force in the Territory which prevent the remittance to Licensor of the License Fee(s) or any part thereof, the Operator shall forthwith notify Licensor and provide a full explanation of such restrictions. At the written request of Licensor any part of the License Fee(s) not remitted by reason of such restrictions shall be held in a bank account in the Territory in the name of, and for the benefit of Licensor. The Operator shall at all times assist Licensor as Licensor may reasonably request in connection with the remittance of monies from such account.

7.11 The Parties shall agree in writing the fees payable during any Rollover Period(s) at least thirty (30) days prior to the end of the Initial Period or any subsequent Rollover Period. In the event that the Parties fail to reach an agreement thereon, the deemed fees payable shall be those paid at the end of the previous period) plus an increase of 10% (ten per cent).

7.12 All payments made by the Operator to Licensor under this Agreement shall be made free and clear of, and without deduction (save in respect of "Withholding Tax" withheld in accordance with the terms hereof) for or on account of, any present or future income tax, stamp duty or other taxes, levies, imposts, duties, charges, fees, deductions, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority, or any political subdivision or taxing authority thereof (such taxes, levies, imposts, duties, charges, fees and deductions being hereinafter referred to as "Taxes").

7.13 If despite its best endeavours, the Operator is required by the laws of the Territory or a double-taxation treaty with the Licensor's country of residence (or any other country of tax residency

Licensor may notify to the Operator) to deduct Taxes from the License Fee(s), then the Operator shall pay such Taxes to the appropriate authorities. Upon notice by the Licensee, the Licensor shall provide the Licensee with an official certificate of tax residency issued by the Licensor's tax authority valid for the financial year, before the first payment due by Licensee. Based on the residency certificate, Licensee shall apply the withholding tax rate indicated in the tax treaty between the Licensor's and Licensee's tax residency country. If the Licensor does not supply the Licensee with an official certificate of tax residence issued by the Licensor's tax authority valid for the financial year, the Licensee withholds the withholding tax required by the local law from the payable License Fee. The Licensee shall supply Licensor with appropriate documentation for the previous year once per year until 31st January of current year (including a certificate confirming collection of such deducted amounts by the appropriate tax authorities) evidencing the amount of withholding tax and the receipt of the same by the appropriate tax authorities. If Licensor does not receive from the Operator the documentation required (including official tax receipts or certificates) within the designated period then all payments hereunder shall be made without set off or counterclaim, free and clear of any withholding or deductions of any kind. The Operator shall within ten (10) days of the expiry of the period specified above pay to Licensor the corresponding amount of such withheld amount or deduction made. In the event that the Operator requires documents or other information from Licensor in order to enable payment of the minimum rate of withholding tax then the Operator shall request such documentation not less than thirty (30) days before the Operator is due to pay the relevant sums. If anytime during the Term the relevant laws or double-taxation treaties are amended and withholding taxes deductible from the License Fees are increased, the Licensor shall be entitled to increase License Fees to set off negative effect of such change on payments made by Operator to Licensor.

- 7.14 The Operator shall keep full and accurate Records at all times during the Term and 2 (two) years thereafter.
- 7.15 Licensor and/or its agents and/or professional advisors shall on giving not less than fifteen (15) days prior notice to the Operator and at its own expense be entitled to audit, inspect and make copies of all Records during normal business hours on two (2) occasions in any consecutive period of twelve (12) months during the Term and at any time in the subsequent two years in accordance with all local laws concerning protection of personal data in the Territory in accordance with Annex 7 hereto. The Operator warrants and represents that it has obtained the necessary consent from all Subscribers to permit such an audit or in the event that such consent has not been obtained the Operator will employ all best endeavours to obtain the same in advance of any audit.
- 7.16 If any such inspection or audit discloses that the Operator has for any reason withheld monies due to Licensor hereunder then the Operator shall forthwith pay the same to Licensor together with Interest. If the amounts due from the Operator to Licensor pursuant to this clause exceed five percent (5%) of the amounts previously paid by the Operator in respect of any month of the Term, the Operator shall pay all costs and expenses incurred by Licensor in connection with that audit and enforcing the collection of the under-reported or misrepresented amounts.
- 7.17 For the avoidance of doubt if the Operator is in breach of any of its payment and / or reporting obligations, Licensor may at its sole discretion at any time undertake any procedure to disconnect the Operator from any or all relevant signals immediately and without further communication.
- 7.18 In the event based on the misreported data of the Subscriber Report the Licensor has to correct or re-issue its relevant invoice or the Operator fails to submit the Subscriber Report in accordance with Clause 7.1, or Licensor suspends or activates its services in accordance with Clause 11.1.4 or upon Operator's request, then the Licensor shall be entitled to a processing fee in the amount of 50 EUR per occasion (and per smart card, as applicable).

8 Intellectual Property Rights

- 8.1 Save as provided in this clause 8:

- 8.1.1 the licence of rights granted under this clause does not confer any rights of ownership in Intellectual Property upon the Operator;
- 8.1.2 such rights together with all goodwill associated with them are and will remain the exclusive property of Licensor;
- 8.1.3 the Operator shall obtain Licensor's permission before using any of the proprietary logos, marks, names and other Intellectual Property of Licensor or the Channel(s) ("**Mark(s)**") and shall comply with any and all guidelines provided by Licensor in respect of the Marks.

Copyright

- 8.2 Subject to clause 8.4, Licensor undertakes to pay all charges due to owners of Intellectual Property (in relation that may be required in order to comply with its obligations under clause 4, above. If at any time in Licensor's sole opinion the amount of such charges reach an unacceptable level then Licensor shall notify the Operator forthwith and the Parties shall renegotiate the terms of this Agreement in good faith. If the Parties cannot reach a mutually satisfactory agreement within thirty (30) days, the Licensor shall be entitled to terminate this Agreement forthwith upon serving the Operator written notice thereof.
- 8.3 The Operator shall co-operate with Licensor in any negotiations with any organisation or authority concerned with the licensing of copyright material and shall provide Licensor with information and assistance in such matters as it reasonably requests.
- 8.4 The Operator shall be responsible for obtaining and paying for all rights, consent, and necessary clearances required (i) under all applicable laws and regulations within the Territory; and/or (ii) from copyright collection societies and organisations; and/or (iii) from owners of copyright or other rights in relation to music and sound recordings contained in the Channel(s) in order for the Operator to receive and simultaneously distribute the Channels in the Territory in accordance with this Agreement.

Trademarks

- 8.5 Licensor hereby grants to the Operator a non-exclusive, non-transferable right to use the trade marks, logos, service marks, and other Intellectual Property relating to the Channels for the sole purposes of exercising the rights granted under this Agreement and for marketing, promoting and advertising the Channels.
- 8.6 The Operator shall send reference copies of all marketing material incorporating Marks upon first request to that effect by Licensor.
- 8.7 The Operator shall promptly cease all use of the Marks granted herein upon request and / or the expiry or earlier termination (howsoever caused) of this Agreement.
- 8.8 The Operator further agrees that it shall not do or omit to do any act which may adversely affect the value of any Mark.

9 Limitation of Liability

- 9.1 There shall be no reduction in the License Fee(s) in the event of any interruption or other failure in the reception or transmission of the Channel(s) unless such failure or interruption (i) is due to any act or omission by Licensor; and (ii) is for a continuous period exceeding seventy-two (72) hours in which case the Operator's sole and exclusive remedy against Licensor shall be a proportionate reduction in the License Fee due for the Channel concerned pro rated for such period of interruption or failure in excess of seventy-two (72) hours.
- 9.2 Except for the cases of wilful misconduct or gross negligence Licensor shall not be liable in any way for:
- 9.2.1 any economic loss (including loss of revenues, profits, contracts, business or anticipated savings); or
- 9.2.2 any loss of goodwill or reputation; or
- 9.2.3 damage to or loss of personal property or of goodwill or reputation or claims of any Subscriber; or
- 9.2.4 any special, indirect or consequential losses or damage; whether or not such losses were within the contemplation of the Parties at the date of this Agreement, suffered or incurred by that Party, arising out of or in connection with the provisions of any matter under this Agreement.
- 9.3 The Parties expressly agree that should any limitation or provision contained in this Agreement be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage

which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

10 Assignment

10.1 The Operator shall not be entitled to assign, transfer, sub-contract or otherwise encumber the Agreement or any of its rights or obligations hereunder without the prior written consent of Licensor. Licensor shall be entitled to assign, transfer and / or subcontract the benefit of and/or any or all of its obligations under this Agreement to any Licensor Affiliates and/or to any third party provided that such third party notifies the Operator in advance in writing of the assumption of obligations.

11 Termination and Suspension

11.1 Either Party (the "non-defaulting party") may forthwith terminate this Agreement and/or require immediate payment of any amounts due under this Agreement by notice to the other Party (the "defaulting party") in the event that the defaulting party:

11.1.1 passes a resolution or suffers a petition for its winding up (other than for the purposes of reconstruction or amalgamation);

11.1.2 has a receiver or manager appointed over its assets;

11.1.3 is the subject of an application for an administration order; has any other action or proceeding under any bankruptcy or applicable insolvency law taken against it which is not settled within sixty (60) days; or

11.1.4 is in default of its obligations under this Agreement to a material extent which default (if capable of remedy) is not remedied within fifteen (15) days following receipt of notice of such default from the other Party;

then the non-defaulting Party may at its option and without prejudice to its other rights and remedies hereunder: (i) forthwith suspend the performance of its obligation to supply or distribute the Channel(s) (as the case may be) until the default is remedied; and (ii) at its exclusive choice, either (a) terminate this Agreement forthwith by notice given to the Party in default and require immediate payment for damages and losses together with all unpaid amounts (if any) which shall immediately become due and payable; or (b) require the fulfilment of the obligations assumed and the payment of damages and losses caused by the breach. If any default specified under clause 11.1 occurs in relation to only one or some of the Channels (for the purpose of this clause 11.1, the "Affected Channel(s)"), the other party's right under points (i) and (ii) above shall be restricted to the suspension of the distribution of the Affected Channel(s) only and/or the termination of the Agreement with partial effect, in respect of the Affected Channel(s) only. As of the effective day of such partial termination of the Agreement, the Affected Channel(s) is/are removed from the Channels specified in Part 1 of the Agreement, whereas, the Agreement shall remain in effect in respect of the Channel not affected by such circumstances. Operator's default with regard to the payment of the License Fees shall at all times be considered as a default in respect of the entire Agreement.

11.2 Licensor shall have the right at its sole discretion, to partially terminate this Agreement with respect to one or some of the Channel(s) (for the purposes of this clause 11.2, the "Affected Channel(s)") on forty-five (45) days' prior written notice to Operator with no further obligation to the Operator in the event that (i) Licensor ceases to distribute the Affected Channel(s) within the Territory for any reason including but not limited to economic reasons; and/ or (ii) where Licensor in its opinion is at risk of breaching rules, regulations, laws or third party rights by continuing such distribution. As of the effective day of such partial termination of the Agreement, the Affected Channel(s) shall be removed from the Channel(s) specified in Part 1 of the Agreement, whereas the Agreement shall remain in effect in respect of the other Channels.

11.3 Notwithstanding clause 11.1, Licensor may (at its sole discretion) forthwith terminate this Agreement in part or in whole (at its sole discretion) and / or suspend its performance of its obligations hereunder in part or in whole (at its sole discretion) and/or require immediate payment of any amounts due under this Agreement by notice to the Operator in the event that:

11.3.1 the Operator fails to make any payment due to Licensor and such failure continues for fifteen (15) days after the due date;

11.3.2 Licensor ceases to operate the Channel(s) in the Territory for any reason;

11.3.3 the Operator is in breach of its obligations under clause 5.

11.4 Both Parties shall only exercise their rights under this clause 11 in good faith. Any termination pursuant to this clause 11 will be without prejudice to any rights or remedies accrued by either Party prior to the effective date of such termination.

11.5 The Operator agrees that

11.5.1 upon termination of this Agreement for whatever reason or expiry of the Term, it shall cease distribution of the Channels upon the effective date of such termination. Within thirty (30) days after termination of this Agreement, the Operator shall pay all sums due to Licensor prior to termination in respect of its distribution of the Channels and upon Licensor's request, notify Subscribers on behalf of Licensor of the date from which the Channel(s) will cease to be distributed as part of the Operator's service. Further the Operator shall forthwith deliver to Licensor all documents, correspondence, records and other property of Licensor as may be in the Operator's possession or as prepared or obtained by the Operator in the course of performing its obligations under this Agreement; and

11.5.2 upon termination of this Agreement with partial effect under clause 11.1 or 11.2, it shall cease the distribution of the Affected Channel(s) (as defined in clauses 11.1 and 11.2) upon the effective date of such partial termination. Within thirty (30) days after the partial termination of this Agreement, the Operator shall pay all sums due to Licensor prior to partial termination in respect of its distribution of the Affected Channel(s) and upon Licensor's request, notify Subscribers on behalf of the Licensor of the date from which the Affected Channel(s) will cease to be distributed as part of the Operator's service. Further the Operator shall forthwith deliver to Licensor all documents, correspondence, records and other property of the Licensor as may be in the Operator's possession or as prepared or obtained by the Operator in the course of performing its obligations under this Agreement with regard to the Affected Channel(s).

11.6 If the Operator terminates, or purports to terminate, this Agreement otherwise than in accordance with clause 11.1 or Licensor terminates this Agreement for any reason (other than in accordance with clause 11.3.2) whether in part or in whole in accordance with this Agreement, then all of the License Fees that would have become due and payable by the Operator if this Agreement had not been so terminated or partially terminated shall become immediately due and payable by the Operator. Such payment shall be made by the Operator by way of liquidated and ascertained damages and the amount of such payment is accepted by the parties as being a genuine and reasonable pre-estimate of the net losses likely to be suffered by Licensor in the event of the Agreement being so terminated or partially terminated. If the License Fee(s) are based on a per Subscriber rate per month then the License Fee due and payable in accordance with this Agreement in last complete month prior to receipt of any notice (or purported notice) of termination from the Operator shall be payable for each month of the unexpired period of the Term.

12 Force Majeure

12.1 If the performance by either Party of its obligations hereunder (other than payment of the License Fee(s)) is prevented, hindered or delayed by a Force Majeure Event, it shall upon notice to the other Party of such Force Majeure Event and for so long as such Force Majeure Event continues be excused from performing its affected obligations hereunder and shall not be deemed to be in breach of this Agreement. If such Force Majeure Event continues for a period of not less than three (3) months, then at any time thereafter for so long as such Force Majeure Event continues either Party may terminate this Agreement by giving not less than one (1) month's notice to the other save that notice shall be void if, prior to its expiry, the Force Majeure Event giving rise to the notice ceases to occur. For the avoidance of doubt, all amounts due and owing prior to any Force Majeure Event will remain due and owing according to the terms and conditions of this Agreement.

12.2 If a Force Majeure Event occurs only in relation to one or some of the Channels (for the purpose of this clause 12.2, the "Affected Channel(s)"), clause 12.1 shall be applicable with the exception that in such event the Agreement may only be terminated with partial effect in respect of the Affected Channel(s). As of the effective day of such partial termination of the Agreement, the Affected Channel(s) is/are removed from the Channel(s) specified in Part 1 of the Agreement, whereas, the Agreement shall remain in effect in respect of the other Channels.

13 General

- 13.1 Both Parties shall keep confidential the terms of this Agreement and all information concerning the business of either of them exchanged between them in the course of negotiating the same or pursuant to the terms hereof and any information on the Subscribers and shall not divulge the same to any third parties (other than to their respective professional advisers) save to the extent necessary to enable them to perform their respective obligations hereunder. Each Party shall be entitled to disclose the confidential information in accordance with its legal obligations or upon the request of a competent state authority or regulatory body, provided that it sends a prior written notification of such disclosure to the other Party.
- 13.2 The parties guarantee that, in connection with this Agreement, they: (i) have not used and will not use any funds for any unlawful contribution, gift, entertainment or other expense relating to political activity; and (ii) have not made and will not make any direct or indirect unlawful payment to any foreign or domestic government official or employee.
- 13.2.1 With respect to all activities contemplated under this Agreement, neither Operator nor its affiliates, or their directors, employees or agents will pay, offer, promise, or authorize the payment of money or anything of value, directly or indirectly: (i) to a Government Official, or to any person at the request of, or with the consent of a Government Official, while knowing or having reason to believe that any portion of such exchange is for the purpose of: (a) influencing any act or decision of such Government Official(s) in their official capacity, including the failure to perform an official function, in order to assist Operator, a Licensor, or any other person in obtaining or retaining business, or directing business to any third party; (b) securing an improper advantage; (c) inducing such Government Official(s) to use their influence to affect or influence any act or decision of a governmental agency in order to assist Operator, Licensor, or any other person in obtaining or retaining business, or directing business to any third party; or (d) providing an unlawful personal gain or benefit, of financial or other value, to such Government Official(s); or (ii) to any person whatsoever, whether a Government Official or not, in order to induce that person to perform a function or activity improperly, to reward that person for such improper performance, or while knowing or believing that the acceptance by that person would constitute such improper performance.
- 13.2.2 For purposes of this Agreement "Government Official" means any individual that (i) holds any position as an official or employee of a government agency, government-controlled company, political party or candidate for political office, (ii) has a legislative, administrative or judicial function (whether appointed or elected) for a country or territory, or any subdivision of a country or territory (iii) is an individual who holds any royal family, official, ceremonial, or other positions with a government or any of its agencies, or (iv) is an officer or employee of a supra-national organization (e.g., World Bank, United Nations, International Monetary Fund, Organization for Economic Cooperation and Development).
- 13.2.3 In performing the activities contemplated under the Agreement, Operator and its directors, employees, agents and other representatives working on its behalf will not engage in any activity that would violate or cause the Licensor to be in violation of the United States Foreign Corrupt Practices Act of 1977 (FCPA), the UK Bribery Act 2010 (UK Bribery Act), or any anti-corruption regulations and administrative requirements applicable to Operator or Licensor.
- 13.2.4 Licensor and Operator warrant that they shall immediately report to the other party in writing any possible conflict of interest that exists at the time an offer is made or this Agreement is entered into or arises at any time in the future. A conflict of interest is deemed to exist if there is a direct or indirect financial, social or family relationship between a Party, one of its representatives or any of such Party's (in)direct shareholders and/or partners, and the other Party, a representative of the other Party, or any family member or friend of the other Party's representative.
- 13.3 Failure, delay or neglect by either Party to enforce at any time any provision of this Agreement shall not be construed nor shall be deemed to be a waiver of that Party's rights hereunder nor in any way affect the validity of the whole or any of this Agreement nor prejudice the Party's rights to take subsequent action.
- 13.4 Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal agent relationship between Licensor and the Operator and no Party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.
- 13.5 This Agreement contains the entire agreement of the Parties with respect to the Channel(s) and supersedes any previous agreements or understandings (whether written or oral) between Licensor and the Operator regarding the Channel(s). This Agreement may only be amended in writing executed by both Parties.
- 13.6 All notices, consents, waivers or other communications given under this Agreement shall be in writing and be given by personal delivery, post or e-mail. Notices given by personal delivery or post shall be delivered to the relevant address set forth above. Any notices, consents, waivers or other communications given by Operator under this Agreement must also be communicated by email to sales@ce.amcnetworks.com, provided that such email shall not of itself constitute notice for the purposes of this Agreement. Notice given by post shall be deemed to have been given two (2) days after the date of mailing. Notice given by personal delivery shall be deemed to have been given upon delivery. Notice given by e-mail shall be deemed to have been given when transmitted provided that the sender shall have received a proof of delivery that the e-mail has reached the server of the addressee and the e-mail has not bounced. Each Party may vary its address for service by notice given as aforesaid.
- 13.7 In the event of any conflict or discrepancy between these Standard Terms and Conditions and the terms and conditions set forth in Part 1 and any additional annexures of this Agreement, then the terms contained in Part 1 (including its Annexes) and any additional annexures to this Agreement shall prevail over the Standard Terms and Conditions.
- 13.8 In the event that any of the provisions of this Agreement shall be found by any court or administrative or regulatory body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement. All provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves the financial, economic, legal and commercial objectives of the invalid or unenforceable provision. In the event that the Parties fail to substitute such a valid and enforceable provision within what Licensor considers to be a reasonable time then Licensor shall have the right to terminate this Agreement without liability.
- 13.9 If more than one agreement is entered into with Licensor or Licensor Affiliates and the Operator regarding carriage of the Channel, the Operator acknowledges that (i) each such agreement had been entered into at the request of the Operator; (ii) each agreement has been separately negotiated; (iii) in concluding each agreement, neither Licensor nor any Licensor Affiliate compelled the Operator to enter any further agreements; and (iv) the conclusion of more than one agreement is for the convenience of both the Operator and Licensor and Licensor Affiliates.
- 13.10 With regard to the personal data belonging to Operator's personnel or collaborators, as provided by Operator to Licensor for the purposes hereof, Licensor hereby informs Operator which, in turn, commits to inform to the corresponding data subjects, that any such data:
- 13.10.1 shall be subject to automated processing, Data Controller being Licensor;
- 13.10.2 shall be used for the proper management of this agreement and further collaborations, if any;
- 13.10.3 shall be processed on the grounds of contractual relationship, as also on Licensor legitimate interest to carry out business activities, as well as on compliance with any applicable regulations;

13.10.4 shall not be communicated or transferred to third parties other than (i) technological and other service providers, as data processors, and (ii) entities belonging to Licensor's Affiliates. In both cases, such entities may be located outside the EEA in countries where no equivalent level of protection for personal data is guaranteed (specifically, the U.S.A), but Licensor guarantees that appropriate model clauses have been adopted in order for the data subjects not being prevented from exercising their rights in an effective manner, as provided for in the applicable regulation;

13.10.5 Data subjects can exercise their rights, in the applicable cases, by email to dpo@amcnetworks.com

13.10.6 Licensor's applicable Privacy Policy shall be made available at http://www.tvpaprka.hu/AMC_Networks_CNE.

13.11 This Agreement may be executed in counterpart each of which when executed and delivered is an original, but all counterparts together constitute the same document. Exchange may be completed by fax if both Parties agree in advance.

ANNEX 1 (CONTENT OF ANNEX TO BE DELETED IF SUCH RIGHTS ARE NOT GRANTED AND MARKED AS DELETED INTENTIONALLY)

ANNEX 2 (CONTENT OF ANNEX TO BE DELETED IF SUCH RIGHTS ARE NOT GRANTED AND MARKED AS DELETED INTENTIONALLY)

ANNEX 3 (CONTENT OF ANNEX TO BE DELETED IF SUCH RIGHTS ARE NOT GRANTED AND MARKED AS DELETED INTENTIONALLY)

ANNEX 4

SECTION I - CONTENT PROTECTION REQUIREMENTS AND OBLIGATIONS

Unless the context otherwise states, the definitions set out in the Agreement shall apply to this Annex 4 and the following words and expressions and all capitalized words set out below shall have the following meanings in relation to content protection.

Operator shall employ methods and procedures in accordance with the content protection requirements contained herein.

CONTENT PROTECTION SYSTEM.

1. Any and all Channel(s) content delivered to, output from or stored on a device must be protected by a content protection system that includes encryption (or other effective method of ensuring that transmissions cannot be received by unauthorized persons or entities) and digital output protection (such system, the “**Content Protection System**”).
2. The Content Protection System shall be an implementation of a proprietary conditional access system which is widely used and accepted within the industry and fully compliant with all the compliance and robustness rules stipulated by the provider of the Content Protection System.

GEOFILTERING

3. Operator shall take affirmative, reasonable measures to restrict access to Channel(s) content to within the Territory.
4. Operator shall periodically review the geofiltering tactics and perform upgrades to the Content Protection System to maintain industry-standard geofiltering capabilities. For IP-based geofiltering, this shall include the blocking of known proxies and other geofiltering circumvention services.
5. For all IP-based delivery systems, Operator shall, in addition to IP-based geofiltering mechanisms, use an effective, non-IP-based method of limiting distribution of the Channel(s) or any part thereof within the Territory only (for example, ensuring that the credit card of a Subscriber, if used, is set up for a user resident in Territory, or other physical address confirmation method).
6. For non-IP-based systems (e.g DTH), geofiltering may be accomplished by any means that meets the requirements in this section, and the use of mechanisms based on any IP address assigned to a receiving end user device is NOT required.

NETWORK SERVICE PROTECTION REQUIREMENTS.

7. All Channel(s) content must be protected according to industry standards at content processing and storage facilities.
8. Access to Channel(s) content in unprotected format must be limited to authorized personnel and auditable records of actual access shall be maintained.
9. All facilities which process and store Channel(s) content must be available for Licensor audits, which may be carried out by a third party to be selected by Licensor, upon the request of Licensor.
10. Channel(s) content must be deleted at the end of such Channel(s) content’s license period (e.g. in 7 days in case of Catch-Up Service) including, without limitation, all electronic and physical copies thereof.

COPYING AND PVR

11. Personal Video Recorder (PVR) Requirements. Operator shall make commercially reasonable efforts to ensure that any device receiving playback licenses must only implement PVR capabilities with respect

to Channel(s) content that permit a single copy on the user’s PVR for time-shifted viewing. Recording via any network-based PVR facility is not permitted except as explicitly allowed elsewhere in this Agreement.

12. Copying. Operator shall make commercially reasonable efforts to ensure that any device receiving playback licenses shall prohibit un-encrypted recording of Channel(s) content onto recordable or removable media.

INTERNET OR SIMULSTREAMING.

13. Encryption: Content streamed over the Internet, cable or closed IPTV systems shall be encrypted.
14. Viewing Period: Playback of Cleared Programs via Simulstreaming shall be simultaneous (or nearly simultaneous) with the broadcast/cable licensed service.
15. No download: This copy may neither be saved to permanent memory, nor transferred to another device.
16. Retransmissions: Operator shall take all necessary action to prohibit any retransmission of the Simulstreaming from being intelligibly receivable by viewers outside the Territory. Operator shall notify Licensor promptly of any such unauthorized retransmission of which it may become aware, and Licensor shall render such help or aid to Operator as the Licensee shall reasonably require in any such enforcement action.

CATCH-UP SERVICES

17. Downloads: All downloaded content must be encrypted. The Content Protection System shall implement a secure clock which enforces the Catch-Up usage rights. The secure clock must be protected against modification or tampering and detect any changes made thereto. If any changes or tampering are detected, the Content Protection System must revoke the licenses associated with all content employing time limited license or viewing periods.
18. Streaming: Channel(s) content streamed over the Internet, cable or closed IPTV systems shall be encrypted. Playback of licensed content shall be limited to the Catch-Up Period specified in Annex 3. This copy may neither be saved to permanent memory, nor transferred to another device.

HIGH-DEFINITION REQUIREMENTS (APPLICABLE IN CASE OF HD CHANNEL(S))

In addition to the foregoing requirements, all HD content is subject to the following set of content protection requirements:

19. Digital Outputs.
 - 19.1. Approved Devices may scale Cleared Programs in order to fill the screen of the applicable display; provided that Operator’s marketing of the Approved Devices shall not state or imply to consumers that the quality of the display of any such upscaled content is substantially similar to a higher resolution to the Cleared Program’s original source profile (i.e. SD content cannot be represented as HD content).
 - 19.2. The Content Protection System shall prohibit digital output of decrypted protected content. Notwithstanding the foregoing, a digital signal may be output if it is protected and encrypted

by High Definition Copy Protection (“HDCP”) or Digital Transmission Copy Protection (“DTCP”).

19.2.1. A device that outputs decrypted protected content provided pursuant to the Agreement using DTCP shall map the copy control information associated with the program; the copy control information shall be set to “copy once”.

19.2.2. At such time as DTCP supports remote access set the remote access field of the descriptor to indicate that remote access is not permitted.

- 20.** Personal Computers, Tablets and Mobile Phones. HD content is expressly prohibited from being delivered to and playable on Personal Computers (PCs), Tablets and Mobile Phones unless explicitly approved by Licensor. If approved by Licensor, the additional requirements for HD playback on PCs, Tablets and Mobile Phones are:

20.1. Content Protection System. HD content can only be delivered to PCs, Tablets and Mobile Phones under the protection of a Content Protection System approved under clause 2 of this Annex.

20.2. Digital Outputs for PCs, Tablets and Mobile Phones:

20.2.1. For avoidance of doubt, HD content may only be output in accordance with section “Digital Outputs” above unless stated explicitly otherwise below.

20.2.2. If an HDCP connection cannot be established, as required by section “Digital Outputs” above, the playback of HD content over an output (either digital or analogue) on a PC, Tablet or Mobile Phone must be limited to a resolution no greater than Standard Definition (SD).

20.2.3. Secure Video Paths. The video portion of unencrypted content shall not be present on any user-accessible bus in any analog or unencrypted, compressed form. In the event such unencrypted, uncompressed content is transmitted over a user-accessible bus in digital form, such content shall be either limited to standard definition (720 X 480 or 720 X 576), or made reasonably secure from unauthorized interception.

20.2.4. Secure Content Decryption. Decryption of (i) content protected by the Content Protection System and (ii) sensitive parameters and keys related to the Content Protection System, shall take place such that it is protected from attack by other software processes on the device, e.g. via decryption in an isolated processing environment.

SECTION II - DRM AND CA REQUIREMENTS

This section sets out the security measures that the Operator shall use to protect against the unauthorised or otherwise unlawful reproduction of the Channel(s) or the contents thereof.

The security measures are divided into nine categories:

- 1 Encryption;
- 2 Authentication, Playback and Storage;
- 3 Protection Against Hacking;
- 4 Revocation and Renewal;
- 5 Outputs;
- 6 Geofiltering;
- 7 Embedded Information;
- 8 Auditing; and
- 9 DRM Functionality Upgrades.

The Parties acknowledge that notwithstanding the requirements set out in this section, the following is a non-exhaustive list of the DRM technologies which shall be deemed to satisfy requirements set out in this section, even in the event of any conflict between these approved DRM technologies (as presently constituted) and the requirements below: Marlin, Microsoft Windows Media (version 10.0 or higher), Microsoft Silverlight (version 2.0 or higher), NDS Video Guard Connect, Windows Playready, Adobe Flash (2.0 or higher) or Widevine Cypher (version 4.4 or higher).

The Parties acknowledge that notwithstanding the requirements set out in this section, the following is a non-exhaustive list of the CA technologies (as presently constituted) which shall be deemed to satisfy the requirements set out in this section, even in the event of any conflict between these approved CA technologies and the requirements below: Nagra (CLK, ELK, or PRM), NDS VideoGuard, Conax, Irdeto (PiSys or CryptoWorks), or Cisco PowerKey.

The requirements set out in this section may be upgraded from time to time by mutual agreement of the Parties.

1 Encryption

The Channel(s) shall be transmitted to the Subscriber’s set top box (“STB”) in secure, encrypted form.

The CA and/or DRM shall only decrypt streamed content or downloaded content into memory temporarily for the purpose of decoding and rendering the content and shall never write decrypted content (including portions of the decrypted content) or streamed encrypted content into permanent storage.

The Channel(s) shall be encrypted using standard, non-proprietary, time-tested cryptographic protocols and algorithms. Encryption shall be applied to the entirety of A/V data.

Each time content is encrypted, it shall be encrypted using a unique cryptographic key.

No two encrypted content files shall be encrypted with the same unique cryptographic key.

Passwords, cryptographic keys or any other information that is critical to the cryptographic strength of the DRM shall never be transmitted or stored in the clear or reused. For the avoidance of doubt the use of a smart card in a conventional STB where the descrambling control word is not encrypted between the card and device does not constitute a breach of this requirement. The Operator will introduce encryption of control words from cards as soon as reasonably commercially practicable (e.g., as soon as such encryption is available to any other channel on such platform).

Playback licenses, revocation certificates, and security-critical data shall be cryptographically protected against tampering, forging, and spoofing.

2 Authentication, Playback and Storage

A valid license, containing the unique cryptographic key/keys and other information necessary to decrypt the associated content and the set of usage rules associated with the content, shall be required in order to decrypt and play a specific instance of content.

Each license shall be keyed to work only on the STB associated with the corresponding Subscriber and shall be incapable of being transferred between devices.

DRM should prohibit copying or transferring content from a device to any other device.

DRM shall prohibit any copying or "burning" to any hard drive, DVD, optical disk, flash memory device or any form of recordable media.

DRM shall be upgradeable, allow for backward compatibility if desired and allow for integration of new rules and business models.

3 Protection Against Hacking

The CA and/or DRM shall employ industry accepted tamper-resistant technology (e.g., to prevent such hacks as a clock rollback, spoofing, use of common debugging tools, and intercepting unencrypted content in memory buffers), including but not limited to, one or more of the following:

- Encryption of code: The executable binary dynamically encrypts and decrypts itself in memory, so that the algorithm is not unnecessarily exposed to disassembly or reverse engineering.
- Code obfuscation: Programme code is written to be extremely difficult to read and understand the algorithms, and techniques include Layout, Data, and Control obfuscations.
- Integrity detection: Using one-way cryptographic hashes of the executable code segments and/or self-referential integrity dependencies, the trusted software will fail to execute if it is altered prior to or during runtime.
- Anti-debugging: Prevent the use of common debugging tools.

DRM shall implement internal secure data channels to prevent rogue processes from intercepting data transmitted between system processes implement secure APIs and/or protocols.

4 Revocation and Renewal

DRM shall give the Operator the ability to revoke any or all previously generated licenses created by this DRM (e.g., all Windows licenses) or otherwise cease the provision of content to the device in question.

DRM shall be renewable and securely updateable in event of a breach of security or improvement to the DRM.

5 Outputs

CGMS/CGMS-A: The Operator shall set the "Copy Never" or equivalent CGMS/CGMS-A copy control state so the CGMS-A will be transmitted

out an analogue output on both Lines 20 and Line 21 of the vertical blanking interval as soon as practicable following the Operator's good faith determination that taking such actions will not prevent, disrupt, degrade or interfere with the viewing of the Channel(s) by the Authorized Subscribers.

The content protection system shall not output any analogue signal of a lines standard that is greater than 525 line, NTSC or 625 pal.

The content protection system shall prohibit digital outputs. Notwithstanding the foregoing, a digital signal may be output if it is protected and encrypted by High Definition Copy Protection ("HDCP"), localized Digital Transmission Copy Protection ("DTCP") or by or DRM.

Defined terms below are fully set forth in the DTCP, HDCP and/or DRM Agreement, as applicable.

A device that outputs a Selected Title using DTCP shall:

- (a) Deliver system renewability messages to the source function;
- (b) Map the copy control information associated with the program to the corresponding encryption mode indicator ("EMI") and copy control information ("CCI") field of the descriptor;
- (c) Map the analogue protection system ("APS") bits associated with the programme to the APS field of the descriptor;
- (d) Set the image constraint_token field of the descriptor as the authorized by the correspondence license administrator;
- (e) Set the eligible non-conditional access delivery ("EPN") field of the descriptor as authorized by the corresponding license administrator;
- (f) Set the retention state field of the descriptor as authorized by the corresponding license administrator;
- (g) Delivery system renewability messages, as from time to time, obtain from the corresponding license administrator, in a protection manner.
- (h) Perform such additional functions as may be required by Licensor to effectuate the appropriate content protection functions of these protected digital outputs.

A device that outputs a Selected Title using HDCP shall:

- (a) If requested by Licensor, deliver a file associated with the Channel(s) contents named "HDCP.SRM," and if present, pass such file to the HDCP source function in the set top box as a System Renewability Message, and
- (b) Verify that the HDCP Source Function is fully engaged and able to deliver the Channel(s) in protected form, which means:
 - (i) HDCP encryption is operational on such output;
 - (ii) Processing of the System Renewability Message associated with the Channel, if any, has occurred as defined in the HDCP Specification, and
 - (iii) There is no HDCP Display Device or Repeater on such output whose Key Selection Vector is in such System Renewability Message.

6 Geofiltering

The content protection system shall take affirmative measures to restrict access to the Channel(s) to within the Territory.

The Operator shall, periodically review the geofiltering tactics and perform upgrades to the content protection system to maintain "state of the art" geofiltering capabilities.

7 Embedded Information

In the event Licensor embeds, encodes or otherwise inserts, or if applicable, associates' copy control information in or with the content on the Channel(s) prior to delivery to the Operator, the Operator agrees to "pass through" such copy control information without alteration, modification or degradation in any manner, provided that such embedding, encoding, insertion and "passing through" (i) complies with local law; (ii) does not require the material modification of any equipment by the Operator, (iii) is provided at no cost to the Operator; and (iv) does not materially obstruct the viewing field of the Channel's content.

8 Auditing

Licensor shall have the right, but not the obligation, to require any CA and/or DRM implementation to be audited by a third party to determine conformance with these requirements and to identify potential vulnerabilities, provided that Licensor bears the cost for such audit. This third party audit shall be performed no more than once in any twelve (12) month period, on no less

than thirty (30) days' written notice by an independent third party (approved by Licensor) generally recognized as expert in cryptographic systems and shall include but not be limited to a verification of the application, combination, integration, and implementation of the standard, nonproprietary, time-tested cryptographic protocols and algorithms.

9 DRM Functionality Upgrades

Where technologically possible on the STB's provided to Subscribers, Operator shall use commercially reasonable efforts to procure that the DRM technology providers listed at the beginning of this section shall endeavour to provide the ability to cryptographically key (or the equivalent thereof) content to play only on specific individual devices with their systems.

To the extent reasonably commercially available, DRM shall comprise systems that create playback licenses inside FIPS 140-1 level 3 compliant hardware instead of open computing platforms and measures to prevent the unauthorized copying or distribution of content.

10. Other

In addition to and without limiting the foregoing, if the Operator is carrying the content of another Major US Studio (i.e. Disney, Fox, Paramount, Sony, Universal, Warner Bros., DreamWorks and/or any of their affiliates) on its platform, then Operator shall ensure that the security measures used shall be no less robust with respect to the Channel(s) than the security measures being used by the Operator with respect to the content licensed from such Major Studio.

ANNEX 5**Technical Specification of the Satellite or Point of Delivery****Technical Specification of the Satellite****SPORT1:**

Service: Sport 1 CZ SD	
Satellite	Thor 5
Transponder	BSS29
Frequency	12.265 Mhz
Polarization	Vertical
FEC	7/8
Symbol rate	28.000
Modulation	QPSK

Minimax:

Satellite	Intelsat
Transponder	IS10-02
Frequency	12.527 Mhz
Polarisation	Horizontal
FEC	3/5
Symbol rate	28.000
Modulation	QPSK

Film+:

Satellite	Intelsat
Transponder	IS10-02
Frequency	12.527 Mhz
Polarisation	Horizontal
FEC	3/5
Symbol rate	28.000
Modulation	QPSK
Satellite	Intelsat

ANNEX 6

TRANSMISSION HOURS AND PROGRAMMING

SPORT1:

Transmission Hours: 24hours

Programming: primarily sports programming

Minimax:

Transmission Hours: 24hours

Programming: primarily kids programming

Film+:

Transmission Hours: 24hours

Programming: primarily movies and/or series programming

ANNEX 7

The Procedure and Know-Hows of a Subscriber Number Audit (Audit)

1. Notice by Licensor

In accordance with the AGREEMENT, the Licensor shall, in a timely fashion, send a written notice to the OPERATOR about the audit and about its proposed date and duration. The OPERATOR shall not receive the notice sooner than fifteen (15) days prior to the proposed date of the audit. The audit can be carried out through an independent auditor, who shall be designated in the notice.

In justified cases, the OPERATOR may indicate within five (5) days from the receipt of the notice if it does not accept the proposed date of the audit, in which case the Parties shall negotiate and set out the commencement date of the audit which shall in no event be later than fifteen (15) days after the Licensor's notice. The earliest date for the commencement of the audit is upon the expiry of fifteen (15) days from the receipt of the Licensor notice by the OPERATOR.

The OPERATOR shall be entitled to object against the auditor chosen by the Licensor within forty-eight (48) hours after it has been informed about the identity of the auditor by sending a note to the Licensor. In such case the Licensor shall engage another auditor to carry out the audit. However, if the auditor selected by the Licensor is selected from one of the four (4) internationally recognized auditing firms operating in the Territory ("Big Four"), the OPERATOR shall not be entitled to raise any objections against such auditor, except for the cases of conflict of interests.

In the event the OPERATOR fails to designate the commencement date of the audit within fifteen (15) days after the Licensor's notice or OPERATOR fails to comply with any of the Data Requirement set out in this Annex in a timely manner, the Licensor shall be entitled to liquidated damages in the amount of EUR 10,000 (ten thousand), the amount of the aggregate License Fees due to Licensor for the preceding 12 (twelve) calendar months (whether invoiced or not) or the amount equalling to the Subscriber Number at the Start Date multiplied by the License Fee multiplied by 12, chosen by the Licensor at his sole discretion.

2. On-site Audit

The staff of the Licensor (or of its appointee) shall commence the audit on a business day during the working hours (between 9 a.m. – 5 p.m.) at the OPERATOR's premises (an office where all documents and records required for the audit are located), and shall also conduct the audit there.

The Licensor accepts that the persons conducting the audit shall comply with the then applicable internal security rules and regulations of the OPERATOR during the audit. The Licensor shall be liable for the acts of its auditor as if it had acted itself. Additionally the OPERATOR shall be entitled to refuse the audit to the extent such audit is in a contrary to the local law and is capable of breaching telecommunication or state secret.

The OPERATOR shall ensure the availability of its employee who has access to the data or who can provide the data necessary for carrying out a successful audit. This person shall be the legal representative of the given OPERATOR, unless the legal representative has authorised some other appointee in writing prior to the commencement of the audit. The legal representative of the OPERATOR or his appointee shall provide official responses to the questions raised by the auditors and shall provide for the necessary documents to be accessible.

The OPERATOR shall be responsible for providing the resources necessary to produce the data required for the audit, and shall bear the costs thereof.

The audit shall be recorded in minutes taken together, wherein the data discovered shall be recorded for the purpose of the subsequent headcount audit as well as the summary findings thereof and shall therewith conclude the audit.

In the course of the headcount audit procedure the OPERATOR shall be entitled at any time to initiate the participation of an observer - designated or invited by his professional representation organ - and the observer shall be entitled to be present during the entire course of the audit and to state his opinion about the audit. The statement made by the observer shall be recorded in the minutes.

3. Audit Report

The findings of the audit shall be recorded in an audit report. The Licensor shall hand over the audit report to the OPERATOR not later than within 30 days from the last day of the on-site audit.

If an Appointee is used, the organisation performing the audit shall hand over the minutes and the report prepared on the basis of the minutes, only to the Licensor that has commissioned the audit, and shall provide information thereof only to the representative of the Licensor.

The OPERATOR shall provide his comments and opinion concerning the outcomes that were received, within 10 days of their receipt, in the absence of which he shall be considered to have accepted those.

Should the OPERATOR raise an objection of substance with regard to the outcomes prepared on the basis of the minutes of the on-site audit, he shall be given the option to request a supplementary audit to be performed by the auditor firm at OPERATOR's expense. Such additional audit to be completed within 10 days from the receipt of the Audit Report and shall be based upon the same data as were made available on the occasion of the original audit.

4. Statement of Confidentiality

The Licensor or its appointee shall enter into a standard confidentiality agreement with the OPERATOR for the purpose of the Audit. Should the audit be carried out by an independent auditor, the auditor shall be by a reason of his profession bound by an obligation of confidentiality.

5. Audit Method and Data Requirement

- 5.1. The scope of the data to be audited on an inspection basis shall cover the following:
 - 5.1.1. The tier within which the programme is accessible, in a breakdown by month;
 - 5.1.2. The price of the tier during the audited period;
 - 5.1.3. Subscriber counts during the audited period (opening and closing);
 - 5.1.4. A list-like roster of subscribers for all days of the year;
 - 5.1.5. Disclosure of subscriber contracts according to data protection criteria;
 - 5.1.6. Service areas by head-ends;
 - 5.1.7. Details of the computer database and software, verification of the closed nature of the software, control audits of earlier data records.
 - 5.1.8. Record-keeping of group collection orders,
 - 5.1.9. Incoming payments made via the cash register;

- 5.1.10. Record-keeping of incoming payments by cheque;
- 5.1.11. The sales revenues of the OPERATOR in connection with (Tv) services;
- 5.1.12. Copies of subscriber contracts required for the audit by sampling, lists and documents of related amendments.
- 5.1.13. The service area settlement / street and house connection lists required for the service area in the course of the audit;
- 5.2. In order to accelerate the audit process and to reduce costs, the Licensor or its appointee performing the audit may also request the following data in advance, after presenting the appropriate confidentiality documents:
 - 5.2.1. The tier within which the programme is accessible, in a breakdown by month;
 - 5.2.2. The price of the tier during the audited period;
 - 5.2.3. Reported subscriber counts for the audited period (opening and closing);
 - 5.2.4. Service areas by head-ends;
- 5.3. In the course of the audit the Licensor is not entitled to make copies of any document outside

- the scope of the audit without the consent of the OPERATOR nor to obtain any information unrelated to the OPERATOR's programme subscriber count details or to the figures relating to the licensing of the CHANNEL(S), and in particular he is not entitled to audit subscriber counts for other distributed programmes or the economic activities of the OPERATOR which are not related to the determination of the subscriber counts.
- 5.4. The audit also includes an area audit (technical audit).
- 5.5. Should the OPERATOR be unable to provide comprehensive data for the audited time interval, and if the audit can only be performed using the sampling method, then the outcome of the sampling may be projected for the entire audited period.
- 5.6. If, during an audit, a record of subscriber data is not available, Licensor shall be entitled to view all financial and accounting records from which such data can be obtained reliably.
- 5.7. The Licensor agrees that the audit will not qualify as a comprehensive financial or accounting audit of the OPERATOR.

ANNEX 8

TECHNICAL QUESTIONNAIRE

(TO BE ATTACHED IF OTT AND/OR ONLINE SIMULCAST/MULTISCREEN RIGHTS ARE GRANTED)

ANNEX 9

OTHER SPECIAL TERMS AND AMENDMENTS AND VARIATIONS TO THE STANDARD TERMS AND CONDITIONS SET OUT IN THE FOREGOING CHANNEL CARRIAGE AGREEMENT

ANNEX 10

ANTI BRIBERY AND ANTI-CORRUPTION POLICY

1.1 The Licensee guarantees that, in connection with this Agreement, it: (i) has not used and will not use any funds for any unlawful contribution, gift, entertainment or other expense relating to political activity; and (ii) have not made and will not make any direct or indirect unlawful payment to any foreign or domestic government official or employee.

1.2 With respect to all activities contemplated under this Agreement, neither the Licensee nor its affiliates, or their directors, employees or agents will pay, offer, promise, or authorize the payment of money or anything of value, directly or indirectly:

1.2.1 to a Government Official, or to any person at the request of, or with the consent of a Government Official, while knowing or having reason to believe that any portion of such exchange is for the purpose of: (a) influencing any act or decision of such Government Official(s) in their official capacity, including the failure to perform an official function, in order to assist Licensee, Licensor, or any other person in obtaining or retaining business, or directing business to any third party; (b) securing an improper advantage; (c) inducing such Government Official(s) to use their influence to affect or influence any act or decision of a governmental agency in order to assist Licensee, Licensor, or any other person in obtaining or retaining business, or directing business to any third party; or (d) providing an unlawful personal gain or benefit, of financial or other value, to such Government Official(s); or

1.2.2 to any person whatsoever, whether a Government Official or not, in order to induce that person to perform a function or activity improperly, to reward that person for such improper performance, or while knowing or believing that the acceptance by that person would constitute such improper performance.

1.3 For purposes of this Agreement "Government Official" means any individual that (i) holds any position as an official or employee of a government agency, government-controlled company, political party or candidate for political office, (ii) has a legislative, administrative or judicial function (whether appointed or elected) for a country or territory, or any subdivision of a country or territory (iii) is an individual who holds any royal family, official, ceremonial, or other positions with a government or any of its agencies, or (iv) is an officer or employee of a supra-national organization (e.g., World Bank, United Nations, International Monetary Fund, Organization for Economic Cooperation and Development).

1.4 In performing the activities contemplated under the Agreement, Licensee and its directors, employees, agents and other representatives working on its behalf will not engage in any activity that would violate or cause the Licensor to be in violation of the United States Foreign Corrupt Practices Act of 1977 (FCPA), the UK Bribery Act 2010 (UK Bribery Act), or any anti-corruption regulations and administrative requirements applicable to Licensee or Licensor.

Agreed and acknowledged by Operator:

DocuSigned by:

Martin Pavlik

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Operator