

LICENCE AGREEMENT

No. 247/2016

Date:

5 September 2016

LICENSOR:

Headquartered in:

The Nation's Memory Institute
Miletičova 19; P. O. Box 29; 820 18 Bratislava 218; Slovakia
ID: 37 977 997
Tax Identification No. 2021736365
Bank: Tatra banka, a.s. Bratislava
IBAN: SK 78 1100 0000 0029 2312 3200

Represented by:

PaedDr. ThDr. Ondrej Krajňák, PhD., Chairman of the Board

LICENSEE:

Telewizja Polska S.A. with the seat in Warsaw at 17, J. P. Woronicza St. registered in the Business Register of the National Court Register kept at the Regional Court for the capital city of Warsaw 13th Business Division of the National Court Register under the number KRS 0000100679 with tax identity number NIP 521-04-12-987 and with initial capital paid in whole in the total of PLN 266 596 500,00

Represented by:

Monika Karasek - Director, International Affair Department
Ewa Dąbrowska- Manager, Acquisition Department

SPECIFIC TERMS

1/ Licensed Programme(s)

No.	Original title/ English title	Production Year	Runtime	Produced by	Licence fee EUR (gross)
1	STOPY W SNEHU	2015	52'	The Nation's Memory Institute	100

2/ Rights:

Exclusive all TV rights including terrestrial, cable and satellite rights (signal encrypted and/or unencrypted), using any technology (analogue/digital, SD/HD) with the right to broadcast the Programme on the Internet (including simulcasting and webcasting) and simultaneous, unabridged retransmission by digital platforms, cable and telecommunications networks and other rebroadcast systems.

Catch up Rights (the right to make the Programme available in the Language on the Licensee's video on demand catch up service /AVOD/ at a time chosen by the viewer) for a period of 30 days after each transmission of the Programme.

3/ Licensed period:

1 October 2016 - 30 September 2021

the date will be postponed in the case of the technical rejection of the materials or in the event of a failure to deliver the materials to the Licensee within the time-frame set forth in these Specific Terms.

4/ Authorized Language:

Polish (voice-over, dubbing, subtitles)

5/ Licensed territory:

Poland

6/Number of runs:

unlimited

7/ License fee:

100 EUR gross

(say: hundred Euros gross)

Less 5% withholding tax as per appropriate convention on double taxation between Poland and Slovakia, provided that Licensor will deliver current certificate of residency issued by the applicable tax authorities. License fee will be subject to 20% withholding tax in case the current certificate of

residency is not delivered.

8/ Payment terms: 100% within 30 days upon signing the agreement by both parties, technical acceptance of materials, delivery of invoice and current certificate of residency. The invoice should be delivered at least 30 days before the due date. In the event the Licensor fails to provide the Licensee with the invoice 30 days prior to the payment due date, correspondent payment date shall be postponed for a period equal to such delay

9/ Method of payment: Payments will be made by bank transfer

10/ Supplied materials: HD file according to the Technical Specifications as set forth in the Schedule A. Tracks: original version Additional materials: original scripts, captions, photos

11/ Delivery date: Within 7 days upon signing the agreement but no later than 1 October 2016

12/ Cost of the materials: n/a

13/ Cost of transport: If any: Licensor - delivery; Licensee - return

14/ Other arrangements:

a/ The Licensor states hereby that pursuant to the provisions of the international agreement on avoiding double taxation and preventing tax evasion in the area of income tax, it is the actual owner of license receivables on the grounds of this License Agreement. Licensor warrants that all sums due to it under this Agreement will be accepted as the Licensor's own revenue and deposited in its own bank account.

b/ The Licensor declares that the Program in the interpretation of article 1 (1) (n) of Directive 2010/13/EU of the European Parliament and of the Council of 10 March 2010 on the coordination of certain provisions laid down by law, regulation or administrative action in Member States concerning the provision of audiovisual media services (Audiovisual Media Services Directive):

	YES	NO
shall be deemed to be European works produced by independent producers	x	•
shall be deemed to be European works	x	•

"Producer independent of a given broadcasted (Telewizja Polska S.A.) in compliance with the definition thereof provided for in Art. 4 item 26 of the Polish Broadcasting Act dated 29.12. 1992 shall mean a producer who is not bound by employment relation with the given broadcaster is not a broadcaster itself and holds no stake in the broadcasters organisation, and in which neither the broadcaster nor any of its subsidiaries nor any companies associated in the same group hold a stake, and if members of its governing bodies are not bound by employment relation with the given broadcaster and are not broadcasters themselves.

c/ The Licensor states hereby that the Program:

	YES	NO
contains product placement*	•	x

* it applies to the Programs produced after 23 May 2011

"Product placement", according to the above mentioned Directive means any form of audiovisual commercial communication consisting of the inclusion of or reference to a product, a service or the trade mark thereof so that it is featured within a Program, in return for payment or for similar consideration.

d/ Licensor is granted non-exclusive access to the Polish language version upon payment of the technical cost for non commercial use only

The above SPECIFIC TERMS and attached GENERAL TERMS and SCHEDULE A are accepted by the Licensor and the Licensee, who confirm the Agreement herein with the signatures below:

LICENSOR
(podpisané)

LICENSEE
(podpisané)
.....
(podpisané)
.....

05. 09. 2016

date

GENERAL TERMS

1. LICENSE.

Licensor grants a license to the Licensee to broadcast the programme/programmes, film/films or TV-series, hereafter referred to as the Licensed Programme, as stated in the Specific Terms section, via the Rights, during the License Period, for number of Runs and in the Licensed Territory stated therein and on the terms set in this Agreement

2. LICENSOR'S DECLARATIONS.

The Licensor declares and guarantees:

- 2.1 that it has the full rights and has the power to grant the license herein, also in the scope of rights vested to persons that took part in the production of the Licensed Programme, or whose arrangements or other items being subject to copyrights were used in it, in the scope of their utilization in the Licensed Programme, in the way that no claims other than the fee stated in the agreement herein will be vindicated in relation to the above, with the exception of the arrangements stated in section 3.4 of the Agreement herein, relating to payments of royalties due to the use of music contained in the Licensed Programme.
- 2.2 that the rights to perform all musical composition contained in the Licensed Programme are either (i) controlled by an appropriate performing rights society, or (ii) in the public domain, or (iii) controlled by the Licensor or the producer of the Licensed Programme, and the Licensor has acquired all the necessary permits in relation to the aim and intention of the Agreement herein. In circumstances described in sub-section (iii) the Licensor will provide the Licensee with music cue sheets, stating the musical compositions included in the Licensed Programme, their authors and their duration.
- 2.3 that the license granted on the basis of the agreement herein will be exclusive in relation to the broadcast of the Licensed Programme in the territory of Poland, in the Polish language version, irrespectively of the type of version (dubbing, voice-over, subtitling), which means that the Licensor guarantees that it will not grant any rights for the licensed Licensed Programme to be broadcast in the authorized language by other television companies or by television stations broadcasting from outside of Poland, whose broadcast is aimed at the Polish audience, throughout the entire License Period.
- 2.4 in the event of a breach of the exclusive rights to broadcast the Licensed Programme on the territory of Poland, acquired by the Licensee within the scope set forth in the Specific Terms the Licensor shall pay the Licensee a contractual penalty of 100% of the value of the license fee set forth in the Specific Terms, whereby the Licensee shall retain the right to broadcast the Licensed Programme.
- 2.5 before the beginning of the license period and during the term of the license covered by the agreement, Licensor undertakes not to introduce into circulation the Licensed Programme on carriers in the form of DVDA/CD together with printed publications or other products, both against payment and free-of-charge - in the territory of Poland, in the Polish language version, irrespectively of the type of version (dubbing, voice-over, subtitling) - i.e. "covermount".
Before the beginning of the license period and during the term of the license, Licensor shall also undertake not to grant authorization, including licenses or sublicenses for using the Licensed Programme, on the field of exploitation specified herein to any third party.
- 2.6 that its rights to the Licensed Programme is not burdened with rights of third persons, is not subject to lien, and that during the License Period the Licensor will refrain from any actions that might result in possible loss of owned rights or in their limitation.

3. LICENSEE'S OBLIGATIONS.

The Licensee warrants, represent and undertakes:

- 3.1 not to use or allow for use of the Materials supplied by the Licensor in the way that is inconsistent with the Rights granted to the Licensee on the basis of the license herein,
- 3.2 to pay the License fee as scheduled and on the terms stated in the Specific Terms,
- 3.3 to respect the integrity of the Licensed Programme and to refrain from any change, alteration, cutting or modification of the Licensed Programme without the Licensor's consent and obliges in particular to broadcast all the credits in their complete form,
- 3.4 on the basis of music cue sheets received from the Licensor, mentioned in the section 2.2 to pay fees (royalties) resulting from rights to perform music included in the Licensed Programme through the Polish Society of Authors ZAiKS.

4. SUPPLY OF THE MATERIALS.

- 4.1 The Licensor will supply the Licensee with all the Materials stated in the Specific Terms, in time stated therein and will also make available any materials needed by the Licensee for a full use of rights granted to it in the license herein.
- 4.2 Any materials supplied to the Licensee must be of highest technical quality and be appropriate in any respect for television broadcast and copying for that purpose.
- 4.3 In the event of a failure to deliver the materials mentioned in the Specific Terms to the Licensee within the time-frame set forth therein, the Licensor shall pay the Licensee a contractual penalty of 0.5% of the value of the license fee set forth in the Specific Terms for each day of delay.

5. EXAMINATION OF THE MATERIALS.

- 5.1 After the delivery of the materials, the Licensee in the period of 6 weeks is obligated to examine the same and, if any materials are found to be technically unacceptable for exhibition or duplication, the Licensee shall inform the Licensor in written form of any defects of the materials. Then in a 14 (fourteen) day period the Licensor is obligated to provide at its own cost appropriate materials in replacement. If the Licensee does not send any notice to the Licensor in the period stated above, it will mean that the materials have been accepted.
- 5.2 Should the Licensor deliver materials of a suitable technical quality later than one month before the beginning of the license period set forth in the Specific Terms, this period shall automatically move forward and shall be prolonged accordingly. The prolongation of the license period in the above case shall be confirmed in a written annex to the Agreement.
- 5.3 If the Licensor is not able to provide replacement materials of appropriate quality, it may provide a different programme, as a replacement of the one rejected for technical reasons, under the condition that the Licensee accepts in a written notice the suggested replacement programme. Otherwise the Licensor is obligated to return the received partial or full amount of license fee for the rejected Licensed Programme (unless there was no payment made), including interests, as stated in section 6.2 below.
- 5.4 Materials supplied to the Licensee on loan will be returned to the Licensor in the period of 6 (six) weeks since the day of delivery.

6. LICENSE FEE.

- 6.1 The license fee is due to the Licensor regardless of the scope of use of the Licensed Programme, by the Licensee, and its payment constitutes a complete settlement of payments due from the Licensee for the rights granted under this license.
- 6.2 In case the terms of license fee payment, included in the Specific Terms, state that any part of the license fee must be paid before receiving and accepting any materials by the Licensee, and the Licensor, despite receiving prepayment, did not provide materials as stated in the agreement herein, or would not be able to provide replacement materials of appropriate technical quality as a replacement for objected materials, as stated in section 5, then the Licensor is obligated to return received prepayment with legal interests, calculated for the period from the day of payment reception to the day of payment return.
- 6.3 The Licensor states hereby that it is not in possession of any company, branch office or agency on the territory of the Republic of Poland.
- 6.4 Should the Licensor not be the actual owner or should a third party be the recipient of the dues, a withholding tax of 20% shall be deducted, pursuant to the provisions of double taxation agreements.
- 6.5 If a tax authority requests the Licensee to produce a certificate of residence of the Licensor relevant as at the date of the payment made by the Licensee to the Licensor taking into account the Agreement on the avoidance of double taxation, the Licensor shall cooperate with the Licensee on the matter. The Licensor shall provide the original certificate of residence immediately upon every written request of the Licensee. Otherwise, the Licensor shall bear all the negative consequences faced by the Licensee, including the coverage of all costs and fines imposed on the Licensee by the tax authority.
- 6.6 The certificate of residency of the Licensor without the expiration date is valid 12 months only from the date of its issue. The Licensor is obliged to immediate delivery of a new certificate of residency to the Licensee in the event of the change of the Licensor's registration address for the tax purposes within 12 months of the validity of the certificate.

7. EDIT

- 7.1. The Parties agree that the Licensee may, at its sole discretion and without any additional approval of the Licensor, for the purposes of Licensed Programme scheduling and time segment requirement, divide the Licensed Programme into 2 parts and telecasts them the same day or at different broadcast dates. At the same time the Licensee represents that such dividing shall not detract from the artistic or pictorial quality of the Licensed Programme or its meaning or integrity and all the copyright notice, main and end title, any of the credits and trademark shall be telecasts during every broadcast of any part of the Licensed Programme.
- 7.2 The Licensee shall have the right to insert the announcements of upcoming television programs in voice-over (lector) and the info graphic forms as well as to insert the information bars, competition bars and sponsor's indications and to compress (narrowing) the image up to 2/3 (or to 50%) of the screen during the end credit roll and/or to speed up the display of end credit roll.
- 7.3 Licensor acknowledges that Licensee (TVP S.A.) according to article 18a of the Polish Broadcasting Act as a broadcaster of television programme service is obliged to ensure accessibility for visually impaired persons and hearing impaired persons to the part of the programmes by introducing appropriate aids: audio description, subtitles for the hearing impaired and interpretations into the sign language. Due to above Licensee is entitled to produce audio description of the Licensed Programme (i.e. a verbal, sound description of image and visual content of an audiovisual program) intended for visually impaired persons and interpretations into the sign language.

8. ADVERTISING.

- 8.1 The Licensor shall provide the Licensee with promotion and advertising materials to be used for promoting and advertising the Licensed Programme and its broadcast on the Licensee's channel throughout the entire License Period and for 60 (sixty) days prior to the commencement thereof.

8.2 The Licensee shall have the right to promote and advertise the broadcasting of the Licensed Programme at its discretion, in all media including the right to use excerpts of the Licensed Programme of a total length of not more than 4 (four) minutes for the purpose of promotion and advertising of Licensed Programme.

9. LANGUAGE VERSION.

9.1 In order to execute the rights granted by this Agreement, the Licensee shall have the right to produce a language version of the Licensed Programme in the Licensed Language in a form of a voiced over, dubbed or subtitled version. The Licensee shall be responsible for all the payments and other liabilities to third parties related to the production of such a language version.

9.2 The Licensee shall retain the copyrights to the language version produced by the Licensee. Terms and conditions of access to the language version produced by the Licensee shall be determined in a separate agreement/agreements concluded between the Licensee and the Licensor or a third party, who was granted a relevant Access Letter by the Licensor.

10. INDEMNITIES

10.1 The Licensor agrees to indemnify the Licensee for any damage or costs incurred by the Licensee resulting from loss or limitation of rights granted by the agreement herein according to the declarations and guarantees of the Licensor, and it releases the Licensee from the obligation of damage repair and compensation payment to third persons, and at the same time the Licensor obliges to fully settle these due payments instead of the Licensee, under the condition that the Licensor is informed in a written form about the arisen claims.

10.2 The Licensee agrees to indemnify the Licensor for any damage or costs incurred by the Licensor resulting from breach of any of the Licensee's declarations or guarantees, under the condition that the Licensee is informed in a written form about the arisen claims.

11. FORCE MAJEURE.

If any of the parties is not able to fulfill their obligations arising from the license herein due to circumstances outside of its control, the second party may delay fulfillment of their obligations till the time the party influenced by the aforementioned circumstances is able to re-engage or complete fulfillment of its obligations, if the delay of agreement performance due to the aforementioned circumstances is so long that the performance of the agreement would damage the reasonable interests of the second party, that party may terminate the Agreement.

12. OVERSPILL

The Parties acknowledge that where the Licensed Programme is transmitted by satellite for reception either within or outside the Licensed Territory as the case may be, such transmissions may extend beyond or into the Licensed Territory, respectively, due to the inherent capability of satellites to beam down signals which are not confined to territorial boundaries ("overspill"). Notwithstanding any term to the contrary set out herein, the occurrence of this overspill shall not constitute a breach of the Agreement.

13. ASSIGNMENT.

Either party may assign the entire license herein or a part of it, after receiving a prior written consent of the second party, however such assignment will not relieve either party from its obligations under the License, unless the second party issues a written consent.

14. AGREEMENT TERMINATION.

In case of a breach of any material provisions of the agreement herein by one of the parties, the non-breaching party is entitled to terminate the Agreement after ineffective expiration of the 30 (thirty) day period of remedy from the date of sending to the breaching party a notification of the breach.

15. CONFIDENTIALITY.

15.1 The Parties hereby undertake to keep confidential all information they obtained in connection with the execution of this Agreement that is likely to prejudice the programme, economic, financial, and/or legal interests and/or undermine the good name of the other Party.

15.2 The obligation of confidentiality regarding the information referred to in section 15.1 above does not apply to the information which:

- (i) is publicly available;
- (ii) is required to be disclosed according the applicable law;
- (iii) has been approved for release by prior written authorisation of the other Party.

15.3 The obligation of confidentiality regarding the information referred to in section 15.1 above does not apply to the information disclosed to the employees or co-operators of the Parties to the extent necessary to perform this Agreement.

15.4 The obligation of confidentiality regarding the information referred to in section 15. 1 above includes in particular the obligation to take any and all measures regarding the information received from the other Party in order to keep them confidential, which includes the obligation to inform all persons to whom the information are disclosed in the purpose of the performance of the provisions of this Agreement that the disclosed confidential information needs to be protected.

15.5 The obligation of confidentiality regarding the information referred to in section 15.1 above shall be valid during the term of this Agreement and thereafter.

15.6 The Parties should agree with the representative of the other Party competent within the scope of relations with media the disclosure of all information and giving interviews to mass media regarding the information referred to in section 15.1 above.

15.7 In the event of the breach of the provisions of this paragraph by any Party, the Party in default shall be obliged to pay a penalty equalling to fifty per cent (50%) of the value of the license fee set forth in the Specific Terms gross on the basis of a debit note issued by the other Party within the indicated term of payment.

16. CORRESPONDENCE ADDRESS

16.1 Licensor's correspondence address : Nation's Memory Institute, Mileticova 19, P.O.BOX 29, 820 18 Bratislava 218

Contact person: Slavomír Zrebný, Oral History / zrebny@upn.gov.sk

16.2 Licensee's correspondence address: Telewizja Polska S.A.; 17 J.P.Woronicza Street, 00-999 Warsaw Poland

Contact person: Agnieszka Cyra; email: agnieszka.cyra@tvp.pl

17. GENERAL PROVISIONS.

17.1 The Agreement herein may not be changed nor modified without a written amendment, signed by both parties.

17.2 In case any of the provisions included in Specific Terms would conflict with any of the provisions of the General Terms, the provisions of the Specific Terms shall prevail.

17.3 The Agreement shall be interpreted in accordance with the laws of Poland and any dispute arising there from shall be subject to the jurisdiction of the Polish Courts.

17.4 The Agreement herein has been prepared in English language in three identical copies.

SCHEDULE A

Technical Data for HD Materials:

HP FILES:

Video Standard:

HD 1080i/25 (interlaced 25 frames/s (50 field/s), old name 1080i/50)

Resolution: 1920 x 1080

Chroma: 4:2:2, coding not less than 8 bits/sample (10 bits preferred)

Container:

QuickTime or MXF OP1a

Codec: DNxHD, ProRes

Minimum bit rate: 100Mbit/s

Audio Standard:

Sampling Frequency: 48 kHz

Resolution (bit depth) not less than 20 bits/sample, 24 bits preferred

Audio coding: LPCM

Audio Track Type:

Full Mix Stereo, L/R or Lt/Rt

Full Mix 5.1, L, R, C, LFE, Ls, Rs

M&E Stereo, L/R

HDCAM SR:

Video:

1080i/25 (interlaced 25 frames/s (50 field/s), old name 1080i/50)

Resolution 1920 x 1080

Chroma 4:2:2, coding 10 bits/sample

Audio Standard:

Sampling Frequency: 48 kHz

Resolution (bit depth) 24 bits/sample

Audio coding: LPCM

Audio Tracks Assignment:

A1/A2 Full Mix Stereo, L/R or Lt/Rt

A3-A8 Full Mix 5.1, L, R, C, LFE, Ls, Rs

A9/A10 Full Mix Stereo, L/R or Lt/Rt (copy A1/A2)

A11/A12 M&E Stereo, L/R

The video signal shall be compliant with:

SMPTE 274M: HD 1920x1080 signal parameters

ITU-R BT.709: HD video encoding parameters

EBU Technical specification 3299 System 2

And respective SMPTE Standards regarding MXF file format specification

Video signal differ than 1080i/25 (e.g. frame rate 23,97, 24, 29.97) may be converted to 25 frames in TVP.