

Výpis zo zmluvy Sportfive- Markíza-RTVS

Zmluvný partneri:	SPORTFIVE INTERNATIONAL S.A., Place des Alpes 2-4 1201 Geneva, Switzerland MARKIZA-SLOVAKIA SPOL. S R. O., Bratislavská 1/a, 843 56 Bratislava – Zahorska Bystrica, Slovakia RTVS, Mlynská dolina, 845 45 Bratislava
Predmet zmluvy:	Trojstranná dohoda medzi partnermi, v ktorej Markíza predá RTVS práva na webové vysielanie OH Rio 2016 a Sportfive s tým súhlasí
Vysielacie práva:	Webové práva z OH v Riu 2016 na lineárnej aj nelineárnej báze naživo a/alebo zo záznamu z každého licencovaného podujatia OH z časti J(ii) zmluvy medzi Sportfive a RTVS o Letných olympijských hrách a zostrihy podujatí z OH Vylúčené práva: Video na požiadanie, archív.
Vysielanie:	Na webovej stránke www.rtvs.sk
Finančný záväzok pre STV	31 500,-€ (zmluva nadobudne platnosť až po uhradení sumy)
Dátum podpisu zmluvy - dátum	Apríl 2015
Kontakt:	Radoslav Gažo
V Bratislave: 20.3.2015	

AGREEMENT

This Agreement is made this day of 2015

between **SPORTFIVE INTERNATIONAL S.A.**, a company registered in Switzerland, whose registered office is at Place des Alpes 2-4, 1201 Geneva, Switzerland ("Sportfive")

and **MARKIZA-SLOVAKIA SPOL. S R. O.**, a company registered in Slovakia, (company registration number 31 444 873) whose registered office is at Bratislavská 1/a, 843 56 Bratislava – Zahorská Bystrica, Slovakia ("Markiza")

and **ROZHLAS A TELEVIZIA SLOVENSKA**, a public service organisation registered in Slovakia, SK 2023169973 whose registered office is at Mlynska dolina – 845 45 Bratislava, Slovakia ("RTVS").

INTRODUCTION:

- A Sportfive and Markiza entered into a Broadcast and Exhibition Rights Agreement on 19 August 2012 in which Sportfive granted to Markiza certain electronic media rights in relation to the XXII Olympic Winter Games, Sochi 2014 and the Games of the XXXI Olympiad, Rio 2016 for exploitation in the Territory (the "Sportfive-Markiza Agreement").
- B Sportfive and RTVS entered into a Broadcast and Exhibition Rights Agreement on 20 September 2012 in which Sportfive granted to RTVS certain electronic media rights in relation to the XXII Olympic Winter Games, Sochi 2014 and the Games of the XXXI Olympiad, Rio 2016 for exploitation in the Territory, as amended by way of an amendment dated 28 April 2014 in which the name of the "Designated Channel Website" was changed (the "Sportfive-RTVS Agreement"). The Sportfive-Markiza Agreement and the Sportfive-RTVS Agreement shall together be referred to herein as the "Rights Agreements" and each one is a "Rights Agreement".
- C Both Markiza and RTVS have fully exploited their rights in respect of the Winter Games which have all now expired. Markiza no longer wishes to exploit its rights with respect to the Summer Games. In consideration for payment of the Markiza-RTVS Fee (as defined in clause 3.1 below) to Markiza, RTVS wishes to take on certain of Markiza's rights with respect to the Summer Games.
- D Sportfive is willing to facilitate the arrangement in paragraph C above on the condition that the final instalment of the Licence Fees in the Sportfive-Markiza Agreement (the "Final Instalment") is paid to Sportfive by Markiza in full, in cleared funds and on the condition that no residual rights remain with Markiza, even if Markiza has no plans to exploit them.
- E The parties have agreed that the best way to put this transition into effect is by:
- (i) Sportfive and Markiza terminating the Sportfive-Markiza Agreement, subject to Markiza paying the Final Instalment, and Sportfive taking back from Markiza all of Markiza's rights with respect to the Summer Games;
 - (ii) RTVS paying to Markiza the Markiza-RTVS Fee; and
 - (iii) Sportfive granting to RTVS those of Markiza's rights which Markiza and RTVS have agreed in principle will be assigned to RTVS,
- all as more specifically set out in this Agreement.
- F The parties wish to enter into this Agreement to record their intentions set out above on the terms and conditions set out herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 All terms used in this Agreement and identified with a capital first letter shall have the same meanings as ascribed to them in the Sportfive-Markiza Agreement and the Sportfive-RTVS Agreement unless otherwise specified herein. Where a term used here has different meanings in each of the Rights Agreements, it shall be specified which meaning is to be attributed to it by referring to the relevant Rights Agreement. The parties acknowledge that the Mandatory Terms sections of each Rights Agreement, being a standard document, are identical.
- 1.2 References to clauses are, unless otherwise stated, references to clauses of this Agreement.
- 1.3 References to "include" or similar are to be construed without limitation.
- 1.4 Headings are for convenience only and are not to affect the interpretation of this Amendment.

2 TERMINATION OF SPORTFIVE-MARKIZA AGREEMENT

- 2.1 In consideration for the payment of the Markiza-RTVS Fee by RTVS to Markiza, Sportfive and Markiza hereby agree that, on the date on which Sportfive receives in its bank account in full and in cleared funds the Final Instalment, the Sportfive-Markiza Agreement shall be terminated with the following consequences:
 - (a) Markiza shall have no further right to exercise or exploit any of the rights granted to it in the Sportfive-Markiza Agreement, including, without limitation, any promotional or other secondary rights, or to use, or make available to any person the right to use, any accreditations, accommodations, space at the IBC and Production Facilities and Services, and all such rights shall automatically revert to Sportfive; and
 - (b) Markiza shall not be entitled to any refund or repayment of any portion of the Licence Fees (as defined in the Sportfive-Markiza Agreement) and Sportfive shall be entitled to retain all such Licence Fees including the Final Instalment.
- 2.2 Markiza agrees that, notwithstanding the payment schedule set out in the Sportfive-Markiza Agreement, it shall pay the Final Instalment to Sportfive within 10 (ten) days from signature of this Agreement by all parties.
- 2.3 The date on which the termination of the Sportfive-Markiza Agreement takes effect, and consequently the date on which all remaining rights in the Sportfive-Markiza Agreement revert to Sportfive, shall be referred to herein as the "Termination Date".
- 2.4 For the avoidance of doubt, Sportfive and Markiza hereby agree that, in the event that, on the date of this Agreement, Markiza owes any amounts to the IOC, OBS, either of the OCOGs or any other parties related to the Sportfive-Markiza Agreement, nothing in this Agreement, including the termination of the Sportfive-Markiza Agreement pursuant to clause 2.1 above, shall affect any such payments which shall remain due and payable.

3 PAYMENT OF MARKIZA-RTVS FEE

- 3.1 In consideration for the grant to it of the rights specified in clause 4 below, RTVS hereby agrees to pay to Markiza the amount of €31,500 (thirty one thousand five

hundred Euros + VAT) (the "Markiza-RTVS Fee") until May 31,2015 and to the following Bank account No. XXXXXXXX, administered by XXXXXXXXXXXXXXX XXXXXX – branch office of foreign bank. The relevant invoice will be issued by Markiza within 15 daysdays following the signature of this Agreement by all parties. For the avoidance of any doubt the parties hereby agree the Markiza-RTVS Fee as stipulated in this clause represents the only and final installment of the RTVS to any of the parties with respect to granting RTVS the rights stipulated in clause 4 .

- 3.2 In consideration for the payment of the Markiza-RTVS Fee by RTVS to Markiza, Sportfive and Markiza hereby agree that, on the date on which Markiza receives in its bank account in full and in cleared funds the Markiza-RTVS Fee, Sportfive and RTVS will, in accordance with the provisions of clause 4 below, deem to be amended the Sportfive-RTVS Agreement so that Sportfive grants to RTVS the rights specified in clause 4 below. For this purpose Markiza will inform Sportfive about the proper fulfillment of payment obligation by RTVS by email.

4 GRANT OF RIGHTS FROM SPORTFIVE TO RTVS

- 4.1 Subject to clause 4.3 below, Sportfive and RTVS hereby agree to amend the Sportfive RTVS Agreement so that:

- (a) the following new Section K(1)(iv) is added:

"(iv) to Broadcast and Exhibit on a Linear and non-Linear basis on the Designated Channel Website by means of Internet Exhibition:

- (a) live and/or delayed audiovisual coverage of each of those Licensed Events included in Section J(ii) of the Sportfive-RTVS Agreement (the "Summer Games Licensed Events") only; and
- (b) highlights programmes covering the Summer Games Licensed Events only

and to record, edit and use (aa) the ITVR Signals (and to supplement the same with Licensee-produced coverage (including, without limitation, subject to and in accordance with Section O(5) below, Licensee-produced unilateral coverage of the Summer Games Licensed Events themselves)), (bb) Olympic Designations and (cc) Olympic Music, to produce the foregoing".

For the avoidance of doubt, the above new Section K(1)(iv) shall be added before the wording: "in each case in the Language only, on a Free basis only, for reception in the Territory only and during the applicable Term only" so that such wording applies fully to such new rights being granted;

- (b) the following new wording is added at the end of Section K(1):

"For the avoidance of doubt, Olympic Themed Programming may not be made available: (i) on an On-Demand Basis; (ii) by means of Internet Exhibition (other than the limited Internet simulcasts permitted in Section K(1)(ii) above)";

- (c) the references to "Internet Exhibition (or any other Computer Network Exhibition)" and "Internet" shall be deemed to be removed from Section L(1)(iv) of the Sportfive-RTVS Agreement.

- 4.2 For the avoidance of doubt, the Designated Channel Website referred to in clause 4.1(a) above shall be as it is defined in the Sportfive-RTVS Agreement following its amendment on 28 April 2014.

- 4.3 For the further avoidance of doubt, clause 4.1 shall not take effect unless and until Sportfive has received in its bank account in full and in cleared funds the Final Instalment and Markiza has received in its bank account in full and in cleared funds the Markiza-RTVS Fee. Until both such conditions have been met RTVS shall not be permitted to exploit any of the rights specified in clause 4.1 above or any related rights.
- 4.4 Except as expressly set forth herein, all the other terms of the Sportfive-RTVS Agreement shall remain in full force and effect.
- 5 MISCELLANEOUS
- 5.1 The provisions of clauses 23 and 24 of the Mandatory Terms of the Rights Agreements shall apply mutatis mutandis to this Agreement.

IN WITNESS, the parties have executed this Amendment in two copies by their duly authorised representatives.

SPORTFIVE INTERNATIONAL S.A.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

MARKIZA-SLOVAKIA SPOL. S R. O.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

ROZHLAS A TELEVIZIA SLOVENSKA

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: