

ANNEX II

01-10-2026

BG	ПРЕДЯВЯВАНЕ НА ВЗЕМАНИЯ	PREDSTECAJNE NAGODBE PRIMANJE I OTPREMA POŠTE KLASA: UR. BROJ:
ES	PRESENTACIÓN DE CRÉDITOS	
CS	PŘIHLÁŠKA POHLEDÁVKY	
DA	ANMELDELSE AF FORDRINGER	
DE	FORDERUNGSANMELDUNG	
ET	NÕUETE ESITAMINE	
EL	ΑΝΑΓΓΕΛΙΑ ΑΠΑΙΤΗΣΕΩΝ	
EN	LODGEMENT OF CLAIMS	
FR	PRODUCTION DE CRÉANCES	
GA	TAISCEADH ÉILEAMH	
HR	PRIJAVA TRAŽBINA	
IT	INSINUAZIONE DI CREDITI	
LV	PRASĪJUMU IESNIEGŠANA	
LT	REIKALAVIMŲ PATEIKIMAS	
HU	KÖVETELÉSEK ELŐTERJESZTÉSE	
MT	TRESSIQ TA' PRETENSJONIJIET	
NL	INDIENING VAN SCHULDVORDERINGEN	
PL	ZGŁOSZENIE WIERZYTELNOŚCI	
PT	RECLAMAÇÃO DE CRÉDITOS	
RO	DEPUNEREA CERERILOR DE ADMITERE A CREAŢELOR	
SK	PRIHLÁŠKA POHĽADÁVOK	
SL	PRIJAVA TERJATEV	
FI	SAATAVIEN ILMOITTAMINEN	
SV	ANMÄLAN AV FORDRINGAR	

(Paragraphs 1 to 3 of Article 55 of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings – OJ L 141, 5.6.2015, p. 19)

I hereby refer to the insolvency proceedings indicated below and lodge my claim(s) against the insolvency estate, as follows:

EN

EN

GUIDELINES FOR FILLING IN THIS FORM:

This standard claims form should be used for lodging claims in accordance with Chapter IV of Regulation (EU) 2015/848 on insolvency proceedings. Requests to exclude goods from the debtor's assets should be filed according to national law.

The use of this standard claims form for the lodgement of claims is optional. Nonetheless, when lodging claims by means other than this standard form, the claim must contain all the information referred to as mandatory in this form.

Language

Claims may be lodged in any official language of the institutions of the European Union. Irrespective of this, you may later be required to provide a translation in the official language of the Member State of the opening of proceedings or, if there are several official languages in that Member State, in the official language or one of the official languages of the place where insolvency proceedings have been opened, or in another language which that Member State has indicated it can accept (the languages indicated by the Member States are to be found here: [https://e-justice.europa.eu/content_insolvency-447-en.do?clang=en ⁽¹⁾])

Whenever you refer to a Member State in filling in this form, please use the following **country codes**: Austria (AT) Belgium (BE) Bulgaria (BG) Cyprus (CY) Czech Republic (CZ) Germany (DE) Estonia (EE) Greece (EL) Spain (ES) Finland (FI) France (FR) Croatia (HR) Hungary (HU) Ireland (IE) Italy (IT) Lithuania (LT) Luxembourg (LU) Latvia (LV) Malta (MT) Netherlands (NL) Poland (PL) Portugal (PT) Romania (RO) Sweden (SE) Slovenia (SI) Slovakia (SK) United Kingdom (UK)

When you fill in a particular section of the form, please bear in mind the following:

- The provision of information in points marked with an **asterisk (*)** is **mandatory**!
- The provision of information in points marked with **double asterisks (**)** is **mandatory subject to a condition**. This condition is indicated in brackets in point concerned.
- The provision of information in points **without any specific marking** is **not mandatory**.

If you have **several claims to lodge** at the same time, you must fill out points 6 to 10 for each claim individually.

You may find relevant information for points 1 and 2 in Section I of the form by which you were notified of the foreign insolvency proceedings. That form bears the heading “notice of insolvency proceedings” and was sent to you by the foreign court which opened the insolvency proceedings, or by an insolvency practitioner appointed by that court to the proceedings.

¹ When using this form, please, always refer to the hyperlink actually leading to the relevant webpage of the European e-Justice Portal

In point 1.1 "**the court opening proceedings**" means the judicial body or any other competent body of a Member State empowered under its domestic law to open insolvency proceedings, to confirm such opening or to take decisions in the course of such proceedings.

Point 1.2 should be filled in only if the insolvency proceedings have a reference number in the Member State where they have been opened. **Point 1.3** should be filled in only if there is an insolvency practitioner appointed to the case.

In points 2.2 and 3.3 "**registration number**" means the individual identity number attached under national law to the entity or person. If the debtor is a company or a legal person, this is the number given in the appropriate national (business or association) register. If the debtor is a natural person exercising an independent business or professional activity (entrepreneurs), this is the identification number in the Member State where insolvency proceedings have been opened, under which he/she pursues his/her business or professional activity. If, according to the national insolvency law of the Member State where insolvency proceedings have been opened, the tax number or personal ID number of the debtor is used for the purpose of the identification of the natural person exercising an independent business or professional activity, this number should be indicated.

In **point 4** you should mark the first option referring to the person which the creditor indicated in point 3 only if the creditor is a natural person. If you mark the second option referring to a person different to the one indicated in point 3, you are supposed to fill in points 4.1 to 4.6, of which points 4.1, 4.2 and 4.6 are mandatory fields.

In point 6.2 "**the date on which the claim arose**" means the point in time on which the obligation of the debtor vis à vis the creditor was established (conclusion of a contract, occurrence of a damage or injury). In point 6.3 "**the date on which the claim became due**" means the point in time when the debtor was required to perform on the basis of the obligation (the payment became due). **Statutory penalties for late payment** which are to be calculated as a percentage of the capital amount claimed should be asserted as statutory interest (see point 6.1.3).

In point 7 If you have a **preferential position** you are owed debts which, according to domestic law, are to be paid in preference to certain other categories of debt. In point 8, **security in rem** refers to any security you hold in respect of your claim against the debtor. Such security may take several different forms such as a fixed charge on a specific asset or a floating charge over a group of assets.

In point 9, with regard to **set-off**, if the creditor is a financial institution and demands set-off against the debtor, it should also indicate the details of the accounts concerned. Points 9.1 to 9.5 should be filled in only if you demand a set-off.

Point 10: the form **must be accompanied** by copies of any supporting documents.

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1. THE INSOLVENCY PROCEEDING CONCERNED:
 - 1.1. Name of the court opening insolvency proceedings*:
Tr govački sud u Zagrebu
 - 1.2. Reference number of the case (to be filled in if there is any):**
ST-2036/2026
 - 1.3. Name of the insolvency practitioner(s) appointed in the proceedings (to be filled in if there are any):**
MARIJANA SABLJIĆ
2. DEBTOR:
 - 2.1. Name*
 - 2.1.1. Name (if the debtor is a company or a legal person): BT NET d.o.o.
or
 - 2.1.2. Surname:
 - 2.1.3. First name(s):
(if the debtor is a natural person)
 - 2.2. Registration number (to be filled in if there is one under the national law in the Member State where the debtor has its centre of main interests):** 66066270657
 - 2.3. Address (unless point 2.4 applies):**
 - 2.3.1. Street and number/PO box: DUBRAVKIN PUT 5
 - 2.3.2. Place and postal code: ZAGREB, 10000
 - 2.3.3. Country: HR
 - 2.4. Date and place of birth (to be filled in if the debtor is a natural person and his/her address is protected):**

Points marked with *: the provision of information is mandatory.

Points marked with **: the provision of information is mandatory subject to a condition.

Point without any specific marking: the provision of information is facultative/optional.

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3. INFORMATION ABOUT THE CREDITOR WHO OWNS THE CLAIM(S):

3.1. Name*:

3.1.1. Name: VIASAT WORLD LIMITED

3.1.2. Legal representative: Oliver Saloway
(if the creditor is a company or a legal person)
or

3.1.3. Surname:

3.1.4. First name(s):
(if the creditor is a natural person)

3.2. Postal address*:

3.2.1. Street and number/PO box: Chiswick Green, 610 Chiswick High Road,

3.2.2. Place and postal code: London, W4 5RU

3.2.3. Country: England, UK

3.3. Personal identification number or registration number (if either applies): 03072386

3.4. Contact person

3.4.1. Name (if different from you): Oliver Saloway

3.4.2. E-mail address: oliver.saloway@viasatworld.com

3.4.3. Telephone number: 07890 058 329

3.5. Reference number of the creditor:

4. INFORMATION ABOUT THE PERSON WHO IS LODGING THE CLAIM IN THE NAME OF THE CREDITOR IN POINT 3:

☐ the same person as indicated in point 3;

or

☒ a different person from the creditor indicated in point 3, whose details are the following:

Points marked with *: the provision of information is mandatory.

Points marked with **: the provision of information is mandatory subject to a condition.

Point without any specific marking: the provision of information is facultative/optional.

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4.1. Name*: Oliver Saloway

4.2. Postal address*:

4.2.1. Street and number/PO box: Chiswick Green, 610 Chiswick High Road,

4.2.2. Place and postal code: London, W4 5RU

4.2.3. Country: UK

4.3. E-mail address: oliver.saloway@viasatworld.com

4.4. Telephone number: 07890 058 329

4.5. Fax:

4.6. His/her relationship to the creditor indicated in point 3*:

- ☐ lawyer (on the basis of a power of attorney); or
- ☐ director of the creditor or other representative of the creditor legally authorized by the applicable company law; or
- ☒ employee of the creditor; or
- ☐ association for the protection of the creditors; or
- ☐ insolvency practitioner appointed in territorial/secondary proceedings; or
- ☐ insolvency practitioner appointed in a main proceeding; or
- ☐ other (please, specify):

5. DETAILS OF THE BANK ACCOUNT TO WHICH ANY DISTRIBUTION ON THE BASIS OF THE CLAIMS LODGED SHOULD BE TRANSFERRED:

5.1. Account holder's name: Viasat World Limited

5.2. Member State where the account is maintained (please indicate the country code):UK

Points marked with *: the provision of information is mandatory.

Points marked with **: the provision of information is mandatory subject to a condition.

Point without any specific marking: the provision of information is facultative/optional

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5.3. account number: 83772555

5.3.1. IBAN: GB71BARC20000083772555

5.3.2. BIC: BARCGB22

6. THE CLAIM LODGED :

6.1. Amount of the claim*: EUR 350.00 (three hundred and fifty euros)

6.1.1. Principal*: Yes

6.1.2. Is interest claimed?*

☒ No

☐ Yes

6.1.3. If yes, is the interest:

☐ Contractual interest or

☐ Statutory interest

If statutory, to be calculated in accordance with (please specify relevant statute):

6.1.4. Interest due from: (date (dd/mm/yyyy) or event)
to (date (dd/mm/yyyy) or event).

6.1.5. Interest rate

6.1.5.1. ... % from (date) to (date)

6.1.5.2. ... % from (date) to (date)

6.1.5.3. ... % from (date) to (date)

6.1.6. The capitalized amount of the interest:

6.1.7. Total amount of the claim (point 6.1.1 + point 6.1.6)*:

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Points marked with **: the provision of information is mandatory subject to a condition.

Point without any specific marking: the provision of information is facultative/optional

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6.1.8. Currency*:

☒ Euro (EUR) ☐ Bulgarian lev (BGN) ☐ Czech koruna (CZK) ☐ Croatian kuna (HRK) ☐ Hungarian forint (HUF) ☐ Polish zloty (PLN) ☐ Romanian leu (RON) ☐ Swedish krona (SEK) ☐ United Kingdom pound (GBP) ☐ Other (please specify using the ISO code):

6.2. The date on which the claim arose*: 01 December 2019

6.3. The date on which the claim became due (if different from point 6.2): 20 October 2026

6.4. Costs that arose from the assertion of the claim prior to the opening of insolvency proceedings (to be filled in if claimed)**:

6.4.1. amount of such costs:

6.4.2. details of the costs:

6.4.3. Currency:

☐ Euro (EUR) ☐ Bulgarian lev (BGN) ☐ Czech koruna (CZK) ☐ Croatian kuna (HRK) ☐ Hungarian forint (HUF) ☐ Polish zloty (PLN) ☐ Romanian leu (RON) ☐ Swedish krona (SEK) ☐ United Kingdom pound (GBP) ☐ Other (please specify using the ISO code):

6.5. Nature of the claim*:

- ☒ the claim relates to a contractual obligation of the debtor
- ☐ liability of the debtor resulting from a willful, tortious act
- ☐ arises from other non-contractual obligation
- ☐ relates to a right *in rem* of the creditor
- ☐ [outstanding statutory maintenance arrears that the debtor, in breach of his duty, has intentionally not paid]
- ☐ claims resulting from a contract of employment
- ☐ tax claim
- ☐ claims with regard to contributions to social security bodies
- ☐ other (please specify)

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Point without any specific marking: the provision of information is facultative/optional.

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7. DO YOU CLAIM A PREFERENTIAL POSITION*

- ☒ no
☐ yes

if yes, please, specify:

8. DO YOU CLAIM

- ☐ any security in rem;
☐ any reservation of title;
☐ any other right granting separate satisfaction from certain items of the debtor?

8.1. description of the assets covered by the security, by the reservation of title or by the other right granting separate satisfaction invoked:

8.2. the date on which the charge, mortgage, other security (please specify), the reservation of title or the other right granting separate satisfaction was formally given:

8.3. If the security, the reservation of title or the other right granting separate satisfaction has been registered with an appropriate public authority, the date and location of registration and any number with regard to registration:* N/A

9. DOES THE DEBTOR HAVE A CLAIM AGAINST YOU (THE CREDITOR) WHICH MAY RESULT IN A SET OFF?*

- ☐ yes (in this case, please indicate the details below)
☒ no

9.1. Amount of the claim of the debtor which may result in set-off against the creditor on the date when insolvency proceedings were opened:

9.2. The date on which the claim of the debtor in point 9.1 arose:

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Point without any specific marking: the provision of information is facultative/optional.

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9.3. The amount claimed net of set-off (points 6.1.7 to 9.1):

9.4. Currency:

☐ Euro (EUR) ☐ Bulgarian lev (BGN) ☐ Czech koruna (CZK) ☐ Croatian kuna (HRK) ☐
Hungarian forint (HUF) ☐ Polish zloty (PLN) ☐ Romanian leu (RON) ☐ Swedish krona
(SEK) ☐ United Kingdom pound (GBP) ☐ Other (please specify using the ISO code):

9.5. Identification of the debtor's claim against which the creditor demands set-off:

10. LIST OF COPIES OF SUPPORTING DOCUMENTS ENCLOSED:

- Copies of the Outstanding Invoices
- Copy of the Agreement between the Debtor and Creditor

I declare that the information provided in this application is true and complete to the best of my knowledge.

Done at London....., date 28.09.26.....

Signature.....

Oliver Saloway
VP Legal
Viasat World

Points marked with *: the provision of information is mandatory.

Points marked with **: the provision of information is mandatory subject to a condition.

Point without any specific marking: the provision of information is facultative/optional.

**Customer Address**

BTnet d.o.o.
Dubravkin trg 5
Zagreb
HR-10000
Croatia

Correspondence Address

BTnet d.o.o.
Dubravkin trg 5
Zagreb
HR-10000
Croatia

Invoice

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Your reference	Customer Number	Invoice Number	VAT Number
Info	C0000479	160053919	HR66066270657
Our Reference	Invoice Date	Due Date	Interest
Danica Sazdovska	2026-09-21	2026-10-20	

Description	From Date	To Date	Subs	Price	Totals
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Subject to reverse charge in the country of receipt

Total	350.00	Tax	0.00	Balance Due: EUR	350.00
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*All queries must be raised within 10 days to Viasat World Limited.
Make payment to Barclays Bank PLC*

Viasat World Limited
Chiswick Green
610 Chiswick High Rd
London W4 5RU
United Kingdom
Tel: +44(0) 208 834 5992
Fax: +44 208 834 5993
Email: receivables@viasatworld.com
Web: viasatworld.com

VAT: GB224578106
Company Registered in England
No: 03072386

Currency: EUR
Bank: Barclays Bank PLC
1 Churchill place, Canary Wharf
London E14 5HP
SWIFT : BARCGB22
IBAN : GB71 BARC 2000 0083 7725 55
Account : Sort code: 200000 Acc No: 83772555

**Customer Address**

BTnet d.o.o.
Dubravkin trg 5
Zagreb
HR-10000
Croatia

Correspondence Address

BTnet d.o.o.
Dubravkin trg 5
Zagreb
HR-10000
Croatia

Invoice

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Your reference	Customer Number	Invoice Number	VAT Number
Info	C0000479	160053919	HR66066270657
Our Reference	Invoice Date	Due Date	Interest
Danica Szadzovska	2026-09-21	2026-10-20	

Description	From Date	To Date	Subs	Price	Totals
Viasat History	2026-08-01	2026-08-31	500	0.12	60.00
Viasat Nature	2026-08-01	2026-08-31	500	0.09	45.00
Viasat Explore	2026-08-01	2026-08-31	500	0.12	60.00
Viasat Kino Balkans	2026-08-01	2026-08-31	500	0.22	110.00
Epic Drama	2026-08-01	2026-08-31	500	0.15	75.00

Viasat World Limited
Chiswick Green
610 Chiswick High Rd
London W4 5RU
United Kingdom
Tel: +44(0) 208 834 5992
Fax: +44 208 834 5993
Email: receivables@viasatworld.com
Web: viasatworld.com

VAT: GB224578106
Company Registered In England
No: 03072386

Currency: EUR
Bank: Barclays Bank PLC
1 Churchill place, Canary Wharf
London E14 5HP
SWIFT : BARCGB22
IBAN : GB71 BARC 2000 0083 7725 55
Account : Sort code: 200000 Acc No: 83772555

CONTRACT NUMBER: []
 DATE: [20/12/19]

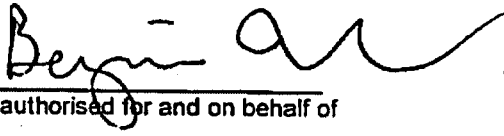
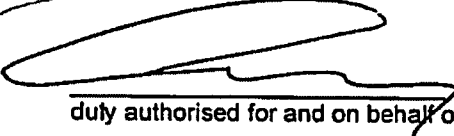
**PRIVATE AND CONFIDENTIAL AND SUBJECT TO CONTRACT
 DISTRIBUTION DEAL MEMO ("Deal Memo")
 CROATIA - CABLE and IPTV
 TV1000 BALKANS, Viasat HISTORY, Viasat EXPLORE, Viasat NATURE CEE and EPIC
 DRAMA HD
 (2019)**

Viasat World	Viasat World Limited, incorporated and registered in England and Wales with company number 03072386 whose registered office is at Chiswick Green, 610 Chiswick High Road, London W4 5RU, United Kingdom			
Operator	"BTnet" d.o.o., incorporated and registered in Croatian Court with company - VAT number HR66066270657 whose registered office is at Str. "Dubravkin Trg" No. 5 – 10000 ZAGREB - Croatia			
Licence	Viasat World grants the Operator the non-exclusive right and the Operator accepts the obligation during the Term and throughout the Territory: - to receive and to distribute the Channels solely to Subscribers in the Packages by means of the Network(s); and - to receive and to distribute the Catch-Up Programmes solely to Subscribers by means of the Network(s) strictly in accordance with, and subject to, the provisions in Appendix 5.			
Channel(s)	The linear television programme service(s) currently known as TV1000 BALKANS, VIASAT HISTORY, VIASAT EXPLORE, VIASAT NATURE CEE AND EPIC DRAMA HD			
Network(s)	Cable and IPTV Television Network as set out more specifically at Appendix 1			
Package(s)	Channel	Package		
	TV1000 Balkans Viasat History Viasat Explore Viasat Nature CEE Epic Drama HD	Basic Tier		
Term	This Agreement shall become effective on 1 December 2019 (the "Commencement Date") and shall remain in full force and effect for 4 years (the "Initial Term"). Unless notice of termination has been given by either party at least 3 months before the expiration of the Initial Term, this Agreement shall be automatically renewed for consecutive periods of 12 months (the "Extension Term"), terminable on 3 months' notice prior to the expiration of any such Extension Term. The period from 1 December 2019 to 30 November 2020 shall be known as "Year 1". The period from 1 December 2020 to 30 November 2021 shall be known as "Year 2". The period from 1 December 2021 to 30 November 2022 shall be known as "Year 3". The period from 1 December 2022 to 30 November 2023 shall be known as "Year 4".			
Territory	CROATIA			
Licence Fee(s)	Channel	Package	Licence Fee	Minimum Guarantee

	TV1000 Balkans	Basic Tier	The greater of (a) 0.22 EUR per Subscriber to the Channel per month; and (b) the Minimum Guarantee	99 EUR per month in Year 1 (i.e. calculated on the basis of 450 Subscribers) 99 EUR per month in Year 2 (i.e. calculated on the basis of 450 Subscribers) 110 EUR per month in Year 3 (i.e. calculated on the basis of 500 Subscribers) 110 EUR per month in Year 4 (i.e. calculated on the basis of 500 Subscribers)
	VIASAT HISTORY	Basic Tier	The greater of (a) 0.12 EUR per Subscriber to the Channel per month; and (b) the Minimum Guarantee	54 EUR per month in Year 1 (i.e. calculated on the basis of 450 Subscribers) 54 EUR per month in Year 2 (i.e. calculated on the basis of 450 Subscribers) 60 EUR per month in Year 3 (i.e. calculated on the basis of 500 Subscribers) 60 EUR per month in Year 4 (i.e. calculated on the basis of 500 Subscribers)
	VIASAT EXPLORE	Basic Tier	The greater of (a) 0.12 EUR per Subscriber to the Channel per month; and (b) the Minimum Guarantee	54 EUR per month in Year 1 (i.e. calculated on the basis of 450 Subscribers) 54 EUR per month in Year 2 (i.e. calculated on the basis of 450 Subscribers) 60 EUR per month in Year 3 (i.e. calculated on the basis of 500 Subscribers) 60 EUR per month in Year 4 (i.e. calculated on the basis of 500 Subscribers)

	VIASAT NATURE	Basic Tier	The greater of (a) 0.09 EUR per Subscriber to the Channel per month; and (b) the Minimum Guarantee	40,50 EUR per month in Year 1 (i.e. calculated on the basis of 450 Subscribers) 40,50 EUR per month in Year 2 (i.e. calculated on the basis of 450 Subscribers) 45 EUR per month in Year 3 (i.e. calculated on the basis of 500 Subscribers) 45 EUR per month in Year 4 (i.e. calculated on the basis of 500 Subscribers)
	EPIC DRAMA	Basic Tier	Year 1: the greater of (a) 0.15 EUR per Subscriber to the Channel per month; and (b) the Minimum Guarantee	67,50 EUR per month in Year 1 (i.e. calculated on the basis of 450 Subscribers) 67,50 EUR per month in Year 2 (i.e. calculated on the basis of 450 Subscribers) 75 EUR per month in Year 3 (i.e. calculated on the basis of 500 Subscribers) 75 EUR per month in Year 4 (i.e. calculated on the basis of 500 Subscribers)
Subscribers	Residential Subscribers			
Payment Terms	Monthly No Licence Fees shall be payable for the first two (2) months of the Term from 1 December 2019 to 31 January 2020 for channel Epic Drama HD			
EPG Channel Number(s)	N/A			
Special provisions	N/A			
Miscellaneous	This Deal Memo shall be subject to Viasat World Board Approval and the Viasat World Standard Terms and Conditions, including all appendices, attached hereto. Where there is any discrepancy, the Deal Memo shall prevail.			

Signed and agreed by:

duly authorised for and on behalf of

duly authorised for and on behalf of

VIASAT WORLD LIMITED

VIASAT WORLD LIMITED

Name: Benjamin Groncock
General Counsel
Viasat World

Name: Richard Kelly
~~Financial Controller~~
Viasat World

Title: _____

Title: _____

Date: 20/12/19

Date: 20/12/19.

Signed and agreed by:

BT NET d.o.o.
ZAGREB, Dubravkin trg 5

duly authorised for and on behalf of

"BTnet" d.o.o. **BT NET d.o.o.**
ZAGREB, Dubravkin trg 5

Name: **ALAN BUBANOVIC**

Title: General Manager

Date: 29.11.2019.

VIASAT WORLD STANDARD TERMS AND CONDITIONS – MAY 2019 VERSION

DEFINITIONS

Unless separately defined elsewhere in this Agreement, all capitalised terms shall have the meanings that follow:

"Agreement" means the Deal Memo and these standard terms and conditions, comprising of this section, the attached Appendices 1 to 6 and any other appendix and/or schedule and/or annex attached hereto;

"A La Carte" means a television programme service provided by the Operator to customers in return for an individual fee payable for such television programme service only;

"Basic Tier" means the entry level tier or package of television programme services (other than any Free TV Tier) provided by the Operator for which a monthly subscription fee is payable and which is receivable by all Subscribers to the Network(s);

"Books and Records" has the meaning set out in clause 6.1;

"Cable Television Network" means a closed network of fixed optical fibres, coaxial cables or hybrid fibre/coaxial cables which transmit radio frequency signals to televisions via a Set-Top Box in the Subscriber's premises and expressly excludes any IPTV Network;

"Card" has the meaning as set out in clause 5.3;

"Channel(s)" has the meaning as set out in the Deal Memo;

"Closed Access Internet" means the world wide web, or any multi-node data delivery network for point-to-point or point-to-multipoint transfer of digital information (including but not limited to video, audio, software, and text) using defined protocols (e.g. TCP/IP, MOST, 1394, or ethernet) and linked by any transmission means, including RF, broadband, wireless (including 3G, 4G and Wi-Fi), satellite, or coaxial or fibre optic cable;

"Commercial Subscriber" means a legal entity which owns or operates a place of multiple occupation including hotels, hospitals and any premises other than a private dwelling which contains rooms which are provided or available as temporary or permanent accommodation or as office or business premises who is entitled to receive a television programme service in that premises via the Network(s) by virtue of a contract or arrangement with the Operator (whether or not they actually receive or pay for the television programme service);

"Communal Subscriber" means any business entity, association or other organisation (other than a Commercial Subscriber) which owns a communal meeting place including a pub, bar, gym or restaurant who is entitled to receive a television programme service in that premises via the Network(s) by virtue of a contract or arrangement with the Operator (whether or not they actually receive or pay for the television programme service);

"Compliance Breach" has the meaning set out in clause 10.1;

"Due Date" has the meaning set out in clause 3.2;

"DTH Network" means a direct-to-home broadcast satellite system utilising owned or leased transponders on one or more broadcast service or fixed service satellites authorised by an appropriate authority to operate at one or more locations or orbital slots, and in each case transmitting (a) on an encrypted basis; (b) for reception

and viewing within the Territory, and (c) on a television receiver by means of authorised Set-Top Box in the Subscriber's premises;

"DTT Network" means a television broadcast system transmitting digitally-processed and multiplexed terrestrial signals on an encoded basis for reception and viewing within the Territory by means of a Set-Top Box or in-built decoder in the Subscriber's premises;

"EEA" means the European Economic Area;

"EPG" means electronic programme guide;

"EPG Channel Number(s)" has the meaning as set out in the Deal Memo;

"Extended Basic Tier" means the package or tier of television programme services, including all channels in the Basic Tier, provided by the Operator for which a monthly subscription fee is payable and which is receivable by all Subscribers to the Network(s) and which has the greatest number of Subscribers after the Basic Tier;

"Extension Term" has the meaning as set out in the Deal Memo;

"Free TV Tier" means a package or tier of television programme services, funded by advertising or sponsorship revenue or fees or taxes levied by government agencies provided free of charge to all Subscribers to the Network(s);

"Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

"Initial Term" has the meaning as set out in the Deal Memo;

"Intellectual Property" has the meaning as set out in clause 13.2;

"IPTV Network" means a closed network with high speed digital systems which deliver television services using TCP/IP protocols (including telephone copper wire networks using DSL, xDSL, ADSL) by means of a fixed wired closed access connection directly to a Set-Top Box in the Subscriber's premises;

"Licence" has the meaning as set out in the Deal Memo;

"Licence Fee(s)" means the sum or sums payable to Viasat World by the Operator as set out in the Deal Memo;

"Logos" has the meaning as set out in clause 13.3;

"Minimum Guarantee" has the meaning as set out in the Deal Memo;

"Multi Subscription" means a subscription for more than one smart card and/or Set-Top Box from the Operator enabling a Subscriber to receive the Package(s) on more than one television set;

"Network(s)" has the meaning as set out in the Deal Memo;

"New Network" has the meaning as set out in clause 22.3;

"Package(s)" has the meaning as set out in the Deal Memo;

"Payment Terms" has the meaning as set out in the Deal Memo;

"Premium Pay Tier" means a package of premium television programme services provided by the Operator for which subscription fees are payable which are significantly greater than those charged for the Basic Tier or Extended Basic Tier;

"Receiving Equipment" means a professional IRD or set top box and/or other associated equipment needed to receive the Channel(s) for distribution in the Network(s) in accordance with this Agreement;

"Report" means a monthly statement in the form of, and containing the information set out in Appendix 3;

"Residential Subscriber" means a person registered to a private residence who is entitled to receive a television programme service inside that private residence (or, in the case of Closed Access Internet, inside and outside that private residence) via the Network(s) by virtue of a contract or arrangement with the Operator (whether or not they actually receive or pay for the television programme service);

"Security Breach" has the meaning set out in clause 10.2;

"Set-Top Box(es)" or "STB(s)" means a hardware device connected to a television set with a primary function which must be the reception and decoding of linear signals of television programming and which functionality is controlled by the Operator and permits the Subscriber to receive and access the Operator's television programme services;

"Subscriber" has the meaning as set out in the Deal Memo;

"Technical Specifications" means the requirements set out at clauses 8, 9 and 10 and Appendix 2;

"Term" has the meaning as set out in the Deal Memo;

"Territory" has the meaning as set out in the Deal Memo;

"Viasat World Material" means any audio-visual material made available by Viasat World to Operator under this Agreement, including, for the avoidance of doubt, the Channel(s), any SVOD Programmes, any Catch-Up Programmes and any Viasat World Packages; and

"Viasat World Package(s)" means a package of television programme services that are assembled and branded by Viasat World currently in the form, and comprised of the Channel(s), as set out in the Deal Memo and which may be updated at Viasat World's sole discretion.

1. LICENCE

1.1 The Operator is granted the Licence in the Territory and throughout the Term subject to the terms and conditions of this Agreement.

1.2 The Operator is not entitled to distribute, transmit or retransmit any Viasat World Material:

- 1.2.1 using any form of technology;
- 1.2.2 to any package or tier of programming;
- 1.2.3 for reception on any reception devices; or
- 1.2.4 to any subscribers;

not expressly set out in the Licence or elsewhere in this Agreement.

2. LICENCE FEES

2.1 The Operator shall pay the Licence Fees to Viasat World, in consideration of the rights granted in clause 1 in accordance with the Payment Terms.

2.2 If a Subscriber has a Multi Subscription, then each Multi Subscription shall count as a separate Subscriber for the purpose of calculating the Licence Fees.

2.3 Payment of the Licence Fees shall be in the currency set out in the Payment Terms or any other currency agreed between the parties.

3. SUBSCRIBER STATEMENTS AND PAYMENT

3.1 Within 5 days of the end of each month the Operator shall provide Viasat World with the Report for that month.

3.2 The Operator shall pay all invoices issued by Viasat World under this Agreement within 14 days of the date of the invoice ("Due Date"), time being of the essence. Viasat World reserves the right to charge interest on overdue payments from the Due Date until actual payment is made at the rate of 10% per annum or the maximum interest rate permitted by law if less than 10% per annum.

3.3 The Licence Fees and any other payment hereunder are stated net of value added tax, sales tax and any other present or future taxes, levies, duties or charges. The Operator agrees to pay all relevant taxes or fees that may be levied in relation to the Licence Fees in accordance with the applicable legislation.

3.4 The Licence Fees shall be paid in full without any set-off, deductions, counterclaims, withholding or other forms of credits that the Operator may have or claim against Viasat World.

1. Notwithstanding the above, if any withholding tax or similar tax is charged on payments to be made by the Operator to Viasat World, the Operator shall be entitled to deduct the amount of such withholding tax from its payments to Viasat World provided that the Operator has supplied Viasat World promptly with all necessary receipts, certificates and all other documents and evidence (which shall specify the invoice(s) number and shall have an English translation thereof, if applicable) reasonably satisfactory to Viasat World that the Operator has accounted to the relevant authority for sums withheld or deducted. The Operator shall, upon the request of Viasat World, reasonably assist Viasat World to reclaim such sums. Operator must use all reasonable endeavours to ensure that the smallest amount is deducted and shall take advantage of any applicable double taxation or similar treaty or legislation.

3.5 Viasat World may at any time, without notice to Operator set off any liability of Operator to Viasat World against any liability of Viasat World to Operator, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, Viasat World may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Viasat World of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

4. PACKAGING TERMS

4.1 The Operator shall at all times during the Term distribute and carry the Channel(s) in the Package(s) on the Network(s) subject to the terms and conditions of this Agreement.

4.2 The Operator shall not remove any Channel from any Package without Viasat World's prior written approval and unless it can guarantee that the number of Subscribers receiving the Channel after the restructuring shall be no less than the number prior to restructuring. Any breach of this

clause 4.2 will be deemed a material breach of this Agreement.

5. SUPPLY OF CHANNEL(S)

- 5.1 Viasat World shall at its own cost make the Channel(s) available to the Receiving Equipment in accordance with Viasat World's standard technical specification, to be notified on request to the Operator.
- 5.2 The Operator shall provide, operate and maintain the Receiving Equipment to ensure that it is compatible with Viasat World's technical specification and that it is able to transmit the Channel(s) on the Network(s) in accordance with the terms and conditions of this Agreement. If the Receiving Equipment develops a fault the Operator shall repair or replace the Receiving Equipment as soon as possible.
- 5.3 Viasat World may (if required) provide the Operator with a Viasat World smartcard (the "Card") on the terms and conditions set out in Appendix 4. The Card is designed to only descramble one Channel at a time and Viasat World shall bear no responsibility for any technical faults ensuing from the simultaneous descrambling of two or more Channels with the same Card by the Operator.
- 5.4 Viasat World reserves the right to change the satellite or, if applicable, the alternative delivery method used to deliver the Channel(s) to the Territory and to change or modify the technical standard of the signal carrying the Channel(s), including but not limited to upgrading the conditional access system, provided that it shall (except in an emergency) give the Operator at least 60 days' prior written notice of such change or modification.
- 5.5 The supply of the Channel(s) signal(s) by Viasat World may be subject to interruptions arising from equipment maintenance. Viasat World shall use its reasonable endeavours to ensure acceptable reception quality of, access to, and delivery of the Channel(s). If at any time after commencement of this Agreement the Operator reasonably believes that the technical quality of the Channel(s) as delivered is sub-standard or the delivery of the Channel(s) to the Receiving Equipment is subject to significant interruptions, the Operator should immediately notify Viasat World. Viasat World shall commence all reasonable efforts to correct such issues relating to the technical quality of the signal within a reasonable time. The Licence Fees shall be reduced proportionately for each day after Operator's notice to Viasat World, that in Viasat World's reasonable opinion, the technical quality of the Channel(s) was sub-standard or subject to significant interruptions.
- 5.6 Viasat World reserves the right to change the composition and content of the Channel(s) and/or the Viasat World Packages (as applicable) in its discretion, including the programme content, name and branding and transmission hours of the Channel(s), provided that it shall (except in an emergency) use its reasonable endeavours to give prior notice of any major changes to the Operator. The Operator acknowledges that Viasat World has no control over the composition and content of any Channel(s) owned by third parties.
- 5.7 Viasat World shall use its reasonable efforts to provide the Operator with programme information and programme transmission schedules for Viasat World owned and/or operated Channel(s) no less than 30 days prior to broadcast. Viasat World shall send such information to the Operator by

e-mail. If requested by the Operator, or make such information available on a website.

6. RECORDS AND AUDIT

- 6.1 The Operator shall keep full and accurate records of the number of Subscribers (including Subscriber connections and disconnections), calculations, documents and other information relating to this Agreement ("Books and Records"). The Operator shall retain such Books and Records during the Term and for a period of at least 2 years following termination of this Agreement.
- 6.2 During the Term and for a period of 2 years following termination of this Agreement, Viasat World and/or an independent chartered accountant or auditor appointed by Viasat World shall have the right, at Viasat World's expense, to audit such Books and Records at the Operator's office during normal business hours upon not less than 5 calendar days' prior notice, to determine the accuracy of any or all of the Reports provided by the Operator and/or verify Operator's compliance with any of its obligations under this Agreement. In the event that any such audit reveals an under-payment of Licence Fees in excess of 5% of the total Licence Fees reported for the period in question, the Operator shall pay all reasonable costs of the audit in addition to immediately paying the shortfall with interest at the rate set out in clause 3.2 above.
- 6.3 If the Operator does not allow access to Viasat World or the independent chartered accountant or auditor appointed by Viasat World at the Operator's office on the date notified to the Operator by Viasat World under clause 6.2 above then, without prejudice to Viasat World's other rights and remedies, Viasat World shall be entitled to terminate this Agreement with immediate effect.

7. DISTRIBUTION OF CHANNEL(S) BY THE OPERATOR

- 7.1 The Operator owns, operates and is fully responsible for the Network(s) permitted hereunder and shall ensure that the Network(s) and any other distribution of Viasat World Material under this Agreement are fully compliant at all times with the Technical Specifications as may be updated by Viasat World from time to time throughout the Term.
- 7.2 The Operator shall provide and operate play-out facilities for converting the Viasat World Material into a format which enables it to be transmitted in accordance with this Agreement.
- 7.3 The Operator shall transmit the Channel(s) and any other Viasat World Material simultaneously upon receipt in their entirety including all titles, credits, logos and copyright notices (and for each Channel) on a single dedicated channel throughout the transmission hours and not interrupt, alter, add to, delete or otherwise edit the Channel(s) or any Viasat World Material in any way without the prior written consent of Viasat World, unless required by law, in which case the Operator shall immediately notify Viasat World of such requirement.
- 7.4 The Operator shall distribute the Channel(s) via the Network(s) throughout the Term. The Operator shall not distribute the Viasat World Material via any networks or platforms which are not owned and operated by the Operator at the date of this Agreement and/or are not set out at Appendix 1 as may be amended by the parties in writing from time to time.

7.5 The Operator shall include schedules for the Channel(s) in all of its listings and such schedules shall be no less prominent than any other channel's schedules contained in those listings. The Operator shall include Channel details in its EPG and in all of its listings on fair and non-discriminatory terms. The position of the Channel(s) in the EPG shall be the EPG Channel Number as set out in the Deal Memo. The Operator shall treat the Channel(s) in the same manner and on the same terms as all the other channels with a similar position in the television market in the Territory in terms of share of viewing and popularity (including in terms of allocation of an EPG Channel Number in the event that there is no EPG Channel Number set out in the Deal Memo). The Operator shall not alter any EPG Channel Number throughout the Term, except for technical reasons beyond its reasonable control in which case it shall promptly give Viasat World notice of such change.

7.6 The Operator shall ensure that the technical broadcast quality of the Channel(s) on the Network(s) is at least of international broadcast quality and an equivalent standard and quality from the perspective of the viewers to the technical broadcast quality of TV channels delivered by digital cable. If Viasat World reasonably believes that the technical quality of any Channel is below this standard or quality, Viasat World shall promptly notify the Operator and the Operator shall correct the fault within 24 hours. If the Operator is unable to correct the fault within 14 days, then, without prejudice to its other rights and remedies, Viasat World shall have the right to withdraw the affected Channel(s) from this Agreement immediately upon notice to the Operator. The Operator shall ensure that the Network(s) support such techniques and standards which may exist from time to time for the provision of a minimum functionality and any features which can be received through digital cable.

8. SECURITY

8.1 The parties are in agreement in respect of the importance of the security of the distribution of the Viasat World Material through the Network(s), which is a condition for the provision of the Viasat World Material from Viasat World's suppliers. It is therefore a condition of this Agreement that:

8.1.1 the Operator encrypts the Viasat World Material at all times using a Security System in order to protect the Viasat World Material from unauthorised reception, unauthorised viewing and unauthorised exhibition;

8.1.2 the Operator ensures that the Viasat World Material may only be viewed by authorised Subscribers and only via a Set-Top Box unless otherwise set out in this Agreement;

8.1.3 the Operator uses best endeavours to ensure that the Viasat World Material may not be retransmitted onto an open computer network such as the internet and shall impose a similar obligation on its Subscribers by including a provision in its Terms of Use that the Viasat World Material may not be transmitted or retransmitted by the Subscribers in any form including onto any open network;

8.1.4 the Operator does not make the Network(s) available directly or indirectly for the distribution of the Viasat World Material to or from any device other than a Set-top Box without the prior written approval of Viasat World;

8.1.5 should the Operator introduce usage of personal video recorders ("DVRs") or similar devices, such devices shall be in accordance with the requirements for Authorised DVRs in Appendix 2; and

8.1.6 the Operator complies with the security and content protection requirements set out in Appendix 2 at all times.

9. TECHNICAL AND SECURITY AUDIT

9.1 Viasat World shall have the right, upon reasonable advance notice to the Operator, to carry out a technical and security audit of the Network(s) in order to verify that the Operator is in compliance with the provisions of this Agreement. Such audit shall be performed during normal working hours and working days only subject to at least 5 days' notice.

9.2 The Operator shall reimburse Viasat World for the full cost and expense of the technical and security audit if such audit reveals that there has been a breach of any of the provisions of this Agreement.

9.3 Any refusal by the Operator to allow Viasat World, or its appointed representative, to conduct the technical and security audit shall be a material breach of this Agreement.

10. COMPLIANCE AND SECURITY BREACHES

10.1 The Operator shall promptly notify Viasat World of any failure by the Operator to comply with any provision of the Technical Specifications (each such breach a "Compliance Breach"). The Operator shall use its best efforts to remedy the failure and shall provide Viasat World with a detailed description of the failure and regular updates on the status of the Operator's efforts to remedy the failure.

10.2 The Operator shall promptly notify Viasat World of any circumvention of a signal security and/or copy protection system by unauthorised third-party efforts which compromises (or which may, in Viasat World's good faith reasonable judgement, compromise) the secure delivery of the Viasat World Material (a "Security Breach"). The Operator shall use its best efforts to remedy and fix the flaw causing such Security Breach and shall provide Viasat World with a detailed description of the breach and regular updates on the status of the Operator's efforts to remedy and fix such breach.

10.3 In addition to any other rights and remedies of Viasat World under this Agreement, at law or in equity, in the event that (a) the Operator notifies Viasat World of a Compliance Breach or a Security Breach, or (b) Viasat World reasonably determines that a Compliance Breach or a Security Breach has occurred and it is in Viasat World's reasonable belief that such breach will likely result in material harm to Viasat World, Viasat World shall have the right, upon written notice to the Operator, to (a) immediately withdraw or suspend the Operator's exhibition rights with respect to any or all Viasat World Material; or (b) to terminate this Agreement if the Operator does not remedy the Compliance Breach or Security Breach to Viasat World's reasonable satisfaction as promptly as practicable but in any event within (i) at least fifteen (15) days from the date a Compliance Breach is discovered, or (ii) at least ninety (90) days after a Security Breach is discovered, in each case using all commercially available means.

10.4 In the event that Viasat World elects to withdraw or suspend exhibition rights with respect to any or all Viasat World Material pursuant to clause 10.3 the Operator shall immediately cease exhibiting such Viasat World Material; and Viasat World's suspension and withdrawal rights shall continue until such time that the Compliance Breach and/or Security Breach has been remedied or fixed to Viasat World's reasonable satisfaction.

11. PERSONAL DATA

11.1 The parties agree that no Subscriber personal data of any kind will be shared or transmitted by the Operator to Viasat World.

11.2 The Operator undertakes to process personal data relating to Subscribers in compliance with all applicable marketing and data protection laws, regulations and codes of practice.

11.3 The parties agree that in respect of any personal data exchanged between the parties under this Agreement (other than Subscriber personal data), including personal data relating to the other party's staff, each party is a data controller of such data and will at all times comply with all applicable marketing and data protection laws, regulations and codes of practice.

12. MARKETING

12.1 The Operator shall not issue any press release in respect of this Agreement without the prior written consent of Viasat World.

12.2 The Operator shall advertise, market and promote the Channel(s) to existing and potential Subscribers and shall ensure that such advertising, marketing and promotion shall be of a high standard and shall not in any way reflect adversely upon the Channel(s) or Viasat World.

12.3 The Operator agrees that it will whenever reasonable include marketing material supplied by Viasat World in its communications with households connected to the Network(s).

12.4 The Operator shall always follow Viasat World's branding guidelines in respect of the Channel(s) and any other Viasat World Material.

12.5 The Operator shall not carry out any active sales, marketing or promotion of the Channel(s) and any other Viasat World Material on the Network(s) outside the Territory during the Term.

12.6 The parties acknowledge that any unsolicited and/or passive sales of the Channel(s) and/or services including the Channel(s) by Operator to customers within any country of the EEA or by any third party operator operating within any country of the EEA to customers within the Territory (if the Territory is within the EEA) shall not constitute a breach of this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS AND CLEARANCES

13.1 The Operator shall be responsible for paying all fees due to individuals, collecting societies or other administrative bodies representing holders of copyright or related rights in the Territory for or as a result of the transmission and/or retransmission of any Viasat World Material in the Network(s) under this Agreement.

13.2 The Operator shall ensure that any copyright, patent, registered design, trademark or other intellectual property rights ("Intellectual Property") or other rights in the Viasat World Material created as a result of the exercise of the Operator's rights under this Agreement shall become the sole and exclusive property of Viasat World and the Operator, by way of present assignment of future copyright, hereby assigns with full title guarantee all such rights acquired by it to Viasat World to hold absolutely throughout the world during the full period of copyright and all possible renewals, reversions, extensions and revivals thereof and thereafter (insofar as may be or become possible) in perpetuity. The parties will take all steps necessary to ensure that any Intellectual Property will be assigned to Viasat World.

13.3 Nothing in this Agreement shall give the Operator any rights in respect of any Intellectual Property in or relating to the Viasat World Material (including, without limitation, the names, logos and other trademarks and service marks related to or used in connection with the Channel(s) (the "Logos") or of any goodwill associated therewith, and the Operator hereby acknowledges that as between Viasat World and the Operator and subject to the foregoing clause 13.2 it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in Viasat World.

13.4 The Operator shall be entitled to use the Logos to the extent reasonably necessary in marketing the availability of the Channel(s) on the Network(s) and complying with its obligations set out hereunder. Where the Operator wishes to use the Logos in any other manner, such use will require prior written consent of Viasat World, such consent not to be unreasonably withheld.

13.5 In any written or oral communication to the public the Operator shall always only refer to the Channel(s) using the full name of the Channel(s) as set out in this Agreement.

13.6 The Operator agrees that it shall take all actions and execute any and all documents as may be reasonably requested of it from time to time to comply with the Operator's obligations hereunder and to carry the provisions of this clause 13 into full force and effect.

13.7 All rights not expressly granted by Viasat World hereunder are reserved to Viasat World.

14. CONFIDENTIALITY

14.1 Except for any prior specific authorisation in writing by the non-disclosing party to such disclosure or use, each party undertakes to the other that subject to clause 14.2 below it will treat as confidential the terms of this Agreement and all information whether of a technical, commercial, financial or other nature relating in any manner to the business or affairs of the other party as may be communicated to it hereunder or otherwise in connection with this Agreement and will not disclose such information to any person, firm or company (other than to its employees, auditors and other professional advisors) and will not use such information other than for the purposes of this Agreement.

14.2 The provisions of clause 14.1 above shall not apply to any information which:

14.2.1 is in the public domain other than by default of the recipient party;

- 14.2.2 is obtained by the recipient party from a bona fide party having no apparent restraint on its free right of disposal of such information;
- 14.2.3 is or has already been independently generated by the recipient party; or
- 14.2.4 is required to be disclosed by law (or applicable regulation) or the valid order of a court of competent jurisdiction, or the request or direction of any governmental or other regulatory authority or agency.

15. WARRANTIES

- 15.1 The Operator represents, warrants and covenants that:
 - 15.1.1 it has full power and authority to enter into and perform all of its obligations under this Agreement;
 - 15.1.2 it owns and operates the Network(s);
 - 15.1.3 it has all licences and approvals from the relevant authorities necessary to transmit and/or retransmit the Viasat World Material via the Network(s);
 - 15.1.4 it shall not transmit the Viasat World Material or exercise any of its rights or privileges granted herein in any manner which violates any statutes, laws or regulation or any government or governmental authority in the Territory or infringe upon or violate the rights of any third party;
 - 15.1.5 it is authorised by all applicable government and quasi-governmental authorities to receive and distribute the Viasat World Material;
 - 15.1.6 the technical parameters of the Network(s) are as set out at Appendix 2;
 - 15.1.7 all Reports issued to Viasat World pursuant to this Agreement shall be and are true and accurate; and
 - 15.1.8 it will comply with the Technical Specifications.
- 15.2 Viasat World represents, warrants and covenants that:
 - 15.2.1 it has full power and authority to enter into and perform all of its obligations under this Agreement; and
 - 15.2.2 the Channel(s) comply with any applicable statutes, laws and regulations.

16. INDEMNITY

- 16.1 Each party agrees to defend, hold harmless and indemnify the other from and against all claims, costs, damages and liabilities (including legal costs) arising from or related to its actual breach of this Agreement.
- 16.2 In the event that a party wishes to rely on this indemnity it shall promptly notify the other party of this desire and shall offer the indemnifying party the opportunity at the indemnifying party's expense to conduct any dispute in consultation with the indemnified party.

17. LIMITATION OF LIABILITY

- 17.1 Neither party shall be liable to the other for any indirect or consequential loss or damage in respect of any breach of its contractual obligations under this Agreement or any representation, statement or negligent act or omission arising under or in connection with this Agreement.
- 17.2 Notwithstanding clause 17.1, neither party's liability to the other for (a) death or personal injury resulting from its negligence, or (b) fraud or fraudulent concealment shall not be limited or excluded.

18. TERMINATION

- 18.1 If any of the parties hereto:
 - 18.1.1 passes a resolution or suffers a petition for its winding up (other than for the purpose of reconstruction or amalgamation), or has a receiver or manager appointed over its assets, or is the subject of an application for an administration order, or has any other action or proceeding under any bankruptcy or insolvency law taken against it, or any event analogous to the above occurs in any jurisdiction on which it carries on business; or
 - 18.1.2 is in material breach of any of its warranties, obligations or undertakings under this Agreement,
- and that breach (if capable of remedy) is not remedied within thirty (30) days following receipt of notice of such breach from the other party or is in persistent material breach of any of its obligations under this Agreement, then the other party may at its option and without prejudice to its other rights and remedies either suspend the performance of its obligations until the default is remedied or terminate this Agreement forthwith by notice in writing given to the party in default (coming into force five days after it was given) and in either event all unpaid amounts (if any) payable to the other party hereunder shall immediately become due and payable.
- 18.2 Viasat World shall further be entitled to suspend and/or terminate this Agreement forthwith by notice in writing to the Operator in the event that:
 - 18.2.1 the satellite transponder or other facilities by means of which any Viasat World Material is supplied to the Operator become unavailable for any reason;
 - 18.2.2 the actual number of Subscribers to any of the Channel(s) in any month falls below 75% of the number of Subscribers to the applicable Channel(s) as at the period ending on the last day of the sixth full calendar month following the Commencement Date;
 - 18.2.3 the Operator sells (or otherwise disposes of) its Subscribers;
 - 18.2.4 the Operator no longer owns and operates the Network(s) (or any part thereof); or
 - 18.2.5 payment is later than the Due Date.

18.3 If Viasat World ceases to broadcast or distribute any of the Channel(s) for reception in the Territory for any reason Viasat World may:

18.3.1 terminate this Agreement; or

18.3.2 terminate this Agreement only in respect of the specific Channel.

18.4 Viasat World shall further be entitled to terminate this Agreement if there is a change of control of the Operator or the Network(s). For these purposes a person will control an entity if that person directly or indirectly holds or is beneficially entitled to more than 50% of the share capital in that entity or possesses more than 50% of the voting power in it or, where the person does not have such an interest in that entity, it is reasonable to expect that the entity will be able, by whatever means and whether directly or indirectly, to achieve the result that the affairs of the entity are conducted in accordance with its wishes or that the person is able to block the strategic decisions of that entity.

18.5 Viasat World may immediately terminate this Agreement if the Operator breaches any provisions set out in the Technical Specifications.

18.6 Notwithstanding any other provision of this Agreement, Viasat World shall have the right to terminate this Agreement at any time on 45 days' written notice to the Operator.

18.7 On termination or expiry of this Agreement, the following clauses shall continue in force: clauses 3.1, 6, 11, 13, 14, 15, 16, 17 and 19.

18.8 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

19. CROSS DEFAULT

Viasat World reserves the right to deem a default hereunder as a default in any other agreement between Viasat World and the Operator or any other member of its Group.

20. ANTI-BRIBERY

20.1 The Operator acknowledges that Viasat World does not tolerate any form of bribery, corruption or inducement to act improperly, whether direct or indirect, by or of its employees, suppliers, customers, partners, agents, or consultants or any persons or companies acting for or on its behalf, and the Operator warrants that it, its directors and employees and any other persons acting for the Operator in connection with this Agreement will comply with all applicable laws, statutes, regulations and codes.

20.2 Breach of this clause 20 shall be deemed a material breach of this Agreement.

21. FORCE MAJEURE

21.1 To the extent that the performance by either party of its obligations hereunder is prevented, hindered or delayed by any event of force majeure, including without limitation, strike, lock out or other industrial dispute or action other than by the employees of that party, act of government or other regulatory authority, inclement weather, satellite or satellite transmission

failure or degradation, satellite pre-emption, failure or degradation of terrestrial facilities for the uplink services to such satellite, executive or judicial order or decree, or other event beyond the reasonable control of the parties, the affected party shall upon notice to the other party of such event and for so long as such event continues be excused from performing its affected obligations hereunder and shall not be deemed to be in breach of this Agreement but shall use all reasonable endeavours to recommence full performance without avoidable delay. If the event of force majeure continues for more than 30 days, the party who is not seeking to rely on the event of force majeure shall be entitled to terminate this Agreement on giving 30 days' notice in writing specifying the termination date, provided that all rights and liabilities which accrued at the time of the event of force majeure shall continue to subsist.

22. ASSIGNMENT

22.1 Subject to clause 22.2 below neither party shall have the right to transfer or assign its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

22.2 Viasat World may assign and transfer all of its rights and obligations under this Agreement to any person provided that the assignee and/or transferee undertakes in writing to the Operator to be bound by the obligations of Viasat World under this Agreement and Operator will take all necessary steps to facilitate such assignment and transfer.

22.3 Notwithstanding clause 18.4 the Operator shall immediately notify Viasat World in the event that the Operator merges with, is acquired by or acquires a new company, and/or network with an additional subscriber base ("New Network"). In the event that Viasat World has an existing agreement in relation to that New Network then Viasat World has the right to choose whether this Agreement or the existing agreement shall apply to that New Network and in the event that there is no existing agreement this Agreement shall automatically apply to that New Network. In the event that this Agreement shall automatically apply to the New Network, a pro rated uplift to the Licence Fees shall apply.

23. THIRD PARTY INFRINGEMENT

23.1 The Operator shall immediately notify Viasat World if the Operator becomes aware of any unauthorised third party transmitting any Viasat Material in the Territory. The Operator shall provide Viasat World with all reasonable assistance that it may require in respect of any action that it may, in its sole discretion, take against the unauthorised third party.

24. GENERAL

24.1 A waiver by either party of any breach or default by the other party will not be construed as a continuing waiver of the same or of any other breach or default under this Agreement.

24.2 Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal and agent relationship between Viasat World 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.

24.3 This Agreement contains the entire agreement of the parties with respect to the subject matter dealt with herein and supersedes any previous agreements or understandings (whether written or oral) between Viasat World and the

Operator. Neither party has been induced to enter into this Agreement by any warranty or statement other than as set out herein and the only remedies available to each party are in breach of contract (except that nothing herein shall exclude liability for fraudulent statements).

- 24.4 Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing and signed by authorised representatives of each party.
- 24.5 In the event that this Agreement or any provision in it is determined to be void and/or unenforceable by a decision, direction or ruling of any competent regulatory or judicial authority, the parties shall discuss in good faith such amendments to this Agreement as may be necessary to be valid and enforceable but which (so far as possible) give effect to the original intention of the parties or confer an equivalent benefit to the original provision(s). In the event that within 60 days of such decision, direction or ruling the parties fail to agree such amendments, any party materially detrimentally affected shall be entitled to terminate this Agreement on not less than 30 days' notice to the other party.
- 24.6 This Agreement and any dispute arising in connection with its subject matter shall be governed by and construed in accordance with the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts. Nothing in this clause shall limit the right of Viasat World to take proceedings against the Operator in the courts of the Territory (or any other court of competent jurisdiction) to recover any amounts payable by Operator under this Agreement.
- 24.7 In addition to the above, any breach of this Agreement by the Operator may be such that damages are not an adequate remedy for Viasat World, in this case Viasat World will be entitled to claim injunctive relief, special performance or any other equitable remedy.

25. ENGLISH LANGUAGE

- 25.1 In the event that this Agreement is made in English and a local language of the Territory then the local language and English text should be identical. In case of discrepancy, the English text shall prevail. The local language text shall be used for informative purposes only, and shall not impose any liability on either party.
- 25.2 All notices or communications under or in connection with this Agreement shall be in English or, if in any other language, accompanied by a translation into English and the English text shall prevail.
- 25.3 All amendments and additions to the Agreement shall be in English.

APPENDIX 1

Network	Trade name / brand	Number of head ends	Type of head ends	Location of head ends	Receiving equipment	Number of access cards required	Location of individual Network(s) (city, district)	Technical penetration (number of connected households to Network(s)) on the earlier of (a) the date of execution of this Agreement and (b) the Commencement Date	Number of Subscribers to the Package(s) on the earlier of (a) the date of execution of this Agreement and (b) the Commencement Date
Cable Network	BTnet	2	Analogue and Digital Basic	CROATIA	A2B Electronics	5	CROATIA	450	450

Closed Access Internet only	Trade name / brand	Location of server	Authorised Website (name and URL)	Authorised Application (name and URL)	Technical penetration (number of connected households to Network(s)) on the earlier of (a) the date of execution of this Agreement and (b) the Commencement Date	Number of Subscribers to the Package(s) on the earlier of (a) the date of execution of this Agreement and (b) the Commencement Date
Closed Access Internet Platform						

Any amendments to this Appendix 1, including the addition of any individual networks, shall be strictly subject to the prior written approval of Viasat World.

APPENDIX 2

PART 1: GENERAL CONTENT PROTECTION REQUIREMENTS

In addition to any security requirements set forth elsewhere in this Agreement, the Operator shall also comply with the requirements set forth in this Appendix 2. All initially capitalised terms used herein but not otherwise defined herein shall have the meanings given to them in this Agreement.

A. GENERAL

1. **General:** At all times, the Operator shall employ security systems and procedures that are designed to prevent the theft, pirating, unauthorised exhibition, copying or duplication of any of the Viasat World Material and the unauthorised transmission or reception of the Channel(s). Such security systems and procedures shall include, without limitation, encryption of transmissions of the Viasat World Material from the Operator's facilities through to the consumer and between the Operator's facilities, as applicable, as well as encryption that protects the Viasat World Material if stored at the Operator's facilities. Such security systems and procedures shall be no less stringent than the most restrictive systems and procedures which the Operator employs with respect to any other channels which it distributes and the industry standard.
2. **Right to Inspect:** Viasat World and the rights holders of the Viasat World Material (or their authorised representatives) shall have the right to visit, inspect and review the Operator's security systems and procedures, provided such inspection and review is conducted during normal business hours and upon reasonable notice. The Operator shall promptly notify Viasat World of any material change in its security systems and procedures.

B. TERMS OF USE

1. The Operator shall ensure that each Subscriber to the Channel(s) and/or any other Viasat World Material shall be contractually bound to comply with "Terms of Use" and shall, at least, contain the same as the terms and conditions that are set forth below ("Minimum TOU Terms").
2. The Minimum TOU Terms are: (i) a Subscriber shall be granted a non-exclusive, non-transferable, limited licence to view the Viasat World Material for such Subscriber's personal, non-commercial viewing; (ii) except for the foregoing limited licence, no right, title or interest in the Viasat World Material shall be deemed transferred to such Subscriber, and there shall be only a limited licence and not a sale with respect to any Channel and content; (iii) the Subscriber shall not circumvent or remove, alter, deactivate or degrade any of the content protections in the Viasat World Material, Network(s), Authorised Application, Authorised Website, Security System or Authorised Devices; and (iv) any material violation of the limited licence or anti-circumvention provisions above may result in termination of the Subscriber's use of and access to the Viasat World Material.
3. **Enforcement:** Operator shall use commercially reasonable efforts to monitor and administer compliance with the Terms of Use and shall take reasonable actions (as determined by Operator) against any user who violates the Terms of Use, which actions may include terminating or restricting a Subscriber's use of and access to the Viasat World Material and/or initiating legal action. Notwithstanding the foregoing, Viasat World reserves all of its rights and remedies under law and in equity against all Subscribers and all other parties who infringe or violate Viasat World's rights with respect to the Viasat World Material.

C. PERMITTED DEVICES

1. **Set-Top Boxes:** The Operator shall only authorise transmission of the Channel(s) to Set-Top Boxes over which the Operator exercises direct or indirect control. A Personal Computer and any portable device, including any Mobile Device, may not be a Set-Top Box. If, at any time during the Term, the Operator wishes to transmit to devices other than Set-Top Boxes ("Additional Devices"), the parties shall negotiate in good faith which devices are permitted subject always to Viasat World's written consent. The Operator in turn must comply with the terms set out in this Appendix 2 as well as any additional security and content protection requirements necessary for transmissions to such Additional Devices.
2. **Authorised Devices:** In the event that in the Deal Memo Viasat World has granted the Operator the right to authorise transmission and/or retransmission of the Viasat World Material via Closed Access Internet and accordingly to Authorised Devices then the Operator must ensure that such Authorised Devices comply with any applicable requirements set out in this Part 1 in addition to those requirements set out at Part 2.

D. GENERAL DEVICE-RELATED REQUIREMENTS

1. All transmissions of the Viasat World Material shall be encrypted and protected with the applicable Security System, and each Authorised Device shall employ the applicable Security System to protect the Viasat World Material from unauthorised access, use and distribution and to meet the requirements herein, including the Usage Rules. Each

security upgrade for each Security System that is reasonably necessary to maintain security shall be implemented within a commercially reasonable period of time after such upgrade first becomes commercially available.

"Internet Device Security System" means the latest applicable version (including material security fixes, updates, upgrades or enhancements) of the Widevine Cypher 4.4.3 (and above) or the Adobe Flash Access 2.0 security and digital rights management technology solution, or any other security and digital rights management technology solution that Viasat World authorises, in writing, as a Security System;

"Security System" means the STB Security System and/or the Internet Device Security System, as applicable; and

"STB Security System" means the following conditional access systems and/or security and digital rights management systems, provided that such system has AES 128 or greater encryption: NDS VideoGuard, Microsoft Windows Media DRM, Irdeto, Conax, Viaccess, PlayReady Security Solution, Widevine Security Solution or Adobe Flash Access Security Solution or any other security and digital rights management technology solution that Viasat World authorises, in writing, as a Security System.

2. ~~Viasat World Material shall be transmitted only to Authorised Devices and solely with authorization for viewing only. No authorization shall be given for any copying (except for the recording on Authorised DVRs of content on the Channel(s), each an "Authorised DVR Recording"), redistribution, sharing or transfer of any viewable copy of any content of the Viasat World Material. Technology shall be utilised that prevents attempts to: (a) copy (except in the case of an Authorised DVR Recording), redistribute, share, or transfer any viewable copy of the Viasat World Material; (b) view the Viasat World Material outside of the time period specified in this Agreement; (c) access or view any Viasat World Material from other than via the Network(s); and (d) retransmit any Channel.~~
3. **Playback Licences:** With respect to Authorised Devices, no Viasat World Material shall be playable without a playback licence generated by the Operator using the applicable Security System ("Playback Licence"). Each Playback Licence shall contain an encrypted decryption key and associated rights information that enables each such Authorised Device to enforce the restrictions and limitations set forth in this Agreement. Each Playback Licence shall be keyed to work only on a single Authorised Device and shall be incapable of being used by a different device or transferred between devices. Each installation of Security System client software on an Authorised Device shall be individualised so as to be uniquely identifiable; if that software is copied or transferred to another device, the software shall not work or allow the Viasat World Material to be viewed. Playback Licences for Viasat World Material shall be issued only in compliance with this Agreement, including this Appendix 2 and the Usage Rules herein.
4. **Pass-Through:** Any forensic, playback or copy control watermark or information embedded in the Viasat World Material or content thereon or related metadata shall not be intentionally removed, modified, deactivated or otherwise degraded.
5. **View Only:** The "View Only," "Copy Never," "Copy Count= 0," and equivalent settings shall be used for all Channel(s) and for all technology employed wherever the relevant Security System supports these settings.
6. If there is a substantial change in an Authorised Application, an Authorised Device or an Internet Delivery Security System that materially and adversely affects the security or content protection of Viasat World Material (such a change, a "Material Adverse Change"), then such Authorised Application, Authorised Device or Security System shall no longer be authorised hereunder unless Operator obtains Viasat World's written consent to such Material Adverse Change.
7. **Content Protection Enhancements:** Over time and to the extent reasonably necessary to maintain content protection and usage restrictions and/or to stay current with industry standards in content protection and usage restrictions, Viasat World shall have the right to require additional security and content protection requirements and usage restrictions hereunder, which requirements and restrictions shall be automatically incorporated herein, provided in each case that such requirements and restrictions are commercially reasonable and technically feasible and reasonably required in order to maintain the protection of content and usage restrictions and/or to stay current with industry standards in content protection and usage restrictions, and provided further that Viasat World gives the Operator a reasonable amount of time to implement such protections.

E. STB DEVICE-RELATED REQUIREMENTS:

1. **Delivery to Set-Top Boxes:**
 - (a) Each Set-Top Box shall use a STB Security System to protect the Channel(s) in accordance with the requirements and restrictions in this Appendix 2. With respect to all Set-Top Boxes, the following shall apply: The Subscriber shall be permitted to make a copy of a Channel(s) only on an Authorised DVR (i.e. to make an Authorised DVR Recording). All analogue video outputs on a Set-Top Box shall be protected with CGMS-A Copy Once, except that in the case of an Authorised DVR Recording, all analogue video outputs shall be protected with CGMS-A Copy Never and/or Macrovision.
 - (b) In respect of any on demand (if granted to the Operator by Viasat World in this Agreement), the Subscriber shall not be permitted to make a copy of a Viasat World Material on an Authorised DVR and all analogue video outputs shall be protected with CGMS-A Copy Never and/or Macrovision.

- (c) With respect to the linear transmission of the Channel(s), all digital video outputs shall be protected with HDCP. The Channel(s) shall not be output via any output, port or bus except via an analogue video output protected by CGMS-A and/or Macrovision, or an HDMI output protected with HDCP (e.g. there shall be no output via USB). Home Media Sharing shall not be permitted. Commercially reasonable efforts shall be made to phase-out any component analogue outputs and to have selectable output control capability on all Set-Top Boxes. All copies of any Channel made on a Set-Top Box or an Authorised DVR shall be securely encrypted and bound to that individual device and shall not be playable on any other device. To the fullest extent permitted by the laws of the Territory, each Authorised DVR Recording shall be automatically deleted from the Authorised DVR within 90 days of its initial creation.
- (d) There shall be no storage of content of the Viasat World Material on Set-Top Boxes or Authorised DVRs except in the case of an Authorised DVR Recording.
- (e) With respect to any Catch Up Programmes and/or SVOD Programmes (if any rights in respect of which are granted to the Operator by Viasat World in this Agreement), Operator shall, in addition to (a)-(d) above, meet the following requirements. Viasat World Material shall be stored solely on the Operator-controlled portion of a Subscriber's Authorised DVR and in such a manner that the Viasat World Material can be accessed and viewed by such Subscriber only during the applicable Catch Up Availability Period or SVOD Availability Period and only in accordance with the terms and conditions set forth in this Agreement. Upon the expiration of the Catch Up Availability Period or SVOD Availability Period (as applicable), Operator shall delete each applicable Catch Up Programme or SVOD Programme from each Authorised DVR. During the Catch Up Availability Period for a Catch Up Programme or SVOD Availability Period for a SVOD Programme, the Subscriber may be permitted to view the applicable Catch Up Programme or SVOD Programme once or repeatedly (with the ability to "play," "pause," "rewind," and "fast forward" such viewing), but shall not be permitted to make any copy of or transmit, share or otherwise use such Catch Up Programme or SVOD Programme.

"Authorized DVRs" means an in-home digital video recording device that has as its primary function the recording of linear signals and operator controlled storage of on-demand programming and that is integrated into a STB.

F. USAGE RULES:

No user shall be allowed to view any Viasat World Material on a Set-top Box unless such user is authenticated to a valid Subscriber account ("Subscriber Account") by industry-standard means.

G. USER GENERATED CONTENT:

To the extent that an Operator accepts user uploads of content or accepts user submitted content to any website it owns, controls or operates (directly or indirect), the Operator agrees to abide by the Principles for User Generated Content Services found at www.ugcprinciples.com ("Principles"), as such Principles may be updated from time to time.

H. SITE BLOCKING

To the extent not prohibited by applicable law, upon Viasat World's specific request, in the event that the Operator is an ISP then it shall block access to any website so specified by Viasat World that (a) has been the subject of a civil or criminal judgment for copyright infringement, or (b) has received a large volume of infringement notices from rights holders.

I. LITIGATION

To the extent consistent with the applicable law of the Territory, the Operator shall use reasonable commercial efforts to cooperate with Viasat World when Viasat World may act to pursue civil, administrative, criminal or other available remedies against any Subscriber who infringes any intellectual property rights in the Channel(s) and/or any other Viasat World Material and/or against an Infringing Sites/Services (such reasonable commercial efforts to include, for example, providing to Viasat World, pursuant to a valid subpoena and/or other lawful process, the data referenced in this Appendix 2).

"Infringing Sites/Services" means any internet site, network, service or other medium that is primarily designed for or primarily engaged in: (i) the unlawful reproduction and/or distribution of movie or television content, or which materially contributes to, induces or causes copyright infringement; (ii) manufacturing, importing, offering to the public, providing or otherwise trafficking in any devices or services designed to circumvent technological measures used to protect movie or television content; (iii) assisting or offering assistance to third parties in obtaining unauthorised copies of movie or television content; (iv) indexing, listing or displaying file names corresponding to unauthorised copies of movie or television content available for downloading or uploading using peer-to-peer or other Internet systems or networks; or (v) offering or providing unauthorised downloading, sharing, swapping, trading, streaming, distribution, sale, rental or display of unauthorised electronic or physical copies of movie or television content.

J. GENERAL

1. Viasat World reserves all of its rights and remedies under law and in equity against all parties, including any subscriber, person, website, service or product, that infringes or violates Viasat World's rights. Nothing herein shall oblige Viasat World to take, or refrain from taking, any legal steps against any party, or be construed as a waiver of any Viasat World right or remedy. All rights and remedies of Viasat World are expressly reserved.

2. From time to time, an Operator shall discuss in good faith the possibility of implementing further anti-piracy measures, and shall update Viasat World on its own and any general anti-piracy initiatives in the Territory.

PART 2: CLOSED ACCESS INTERNET

The right to distribute any Viasat World Material via Closed Access Internet in accordance with the Deal Memo is strictly subject to the following terms:

- (i) distribution of any Channel(s) shall be restricted solely to the simultaneous encrypted transmission on a linear streaming basis of the full unedited Channel(s);
- (ii) distribution shall be solely via the Closed Access Internet Platform for reception and viewing solely on Authorised Devices;
- (iii) distribution shall be restricted solely to authenticated and registered Subscribers:
 - a. also receiving the Channel(s) via one of the Cable Television Network, DTH Network, OTT Network or IPTV Network (each a "Traditional Network(s)") in the Territory for no additional charge to such Subscribers; and/or
 - b. receiving the Channel(s) via a Traditional Network(s) in the Territory for an additional charge to such Subscribers. Where an additional charge is made to such Subscribers, the Operator shall pay Viasat World the additional fees set out in the Deal Memo; and/or
 - c. to the Closed Access Internet Platform only (i.e. on a standalone basis) in the Territory in respect of which the applicable Licence Fees shall be set out the Deal Memo;
- (iv) the Operator is not permitted to place advertising or any other promotional messages on or around the Channel(s);
- (v) the Operator acknowledging that certain programming content of the Channel(s) may not be cleared for such distribution and agreeing to "black-out" or otherwise make unavailable such content from the Closed Access Internet delivered feed of the Channel(s) on notice from Viasat World; and
- (vi) the Operator's compliance with the Additional Content Protection Requirements below.

The "**Additional Content Protection Requirements**" are as follows:

DEVICE RELATED REQUIREMENTS

1. **Delivery to Personal Computers:** Each Personal Computer shall use a Security System to protect the Viasat World Material in accordance with the requirements and restrictions in Appendix 2. The following output protections shall be activated for each Personal Computer as follows (provided however that the activation of a particular output protection is not required if the Personal Computer in question does not support such activation): (i) for digital video outputs: HDCP, and (ii) for analogue video outputs: CGMS-A "Copy Never". Home Media Sharing shall not be permitted. "Home Media Sharing" means the transferring, moving, streaming, sharing, copying or other transmission of the Viasat World Material between devices (e.g., through use of WMDRM-ND or DLNA).
2. **Delivery to CE Streaming Device:** Each CE Streaming Device shall use a Security System to protect the Viasat World Material thereon in accordance with the requirements and restrictions in Appendix 2. With respect to all CE Streaming Devices, the following shall apply. All analogue video outputs shall be protected with CGMS-A Copy Never. All analogue video outputs for which Macrovision protection is available at the device manufacturer's expense shall be protected with Macrovision. All digital video outputs shall be protected with HDCP. The Channel(s) or any other Viasat World Material shall not be output via any output, port or bus except via an analogue video output protected by CGMS-A Copy Never and/or Macrovision, or an HDMI output protected with HDCP (e.g., there shall be no output via USB). Home Media Sharing shall not be permitted.
3. **Delivery to Mobile Devices:** Each Mobile Device shall use a Security System to protect the Viasat World Material in accordance with the requirements and restrictions in this Appendix 2. With respect to all Mobile Devices, the following shall apply. All video outputs shall be blocked except the HDMI output when protected with HDCP. The Channel(s) shall not be output via any output, port or bus except via an HDMI output protected with HDCP (e.g., there shall be no output via USB). Home Media Sharing shall not be permitted. To the extent commercially reasonable and technically feasible, all transmissions to a Mobile Device shall be encoded with an Authorised Application identifier so that the Authorised Application can be easily identified as the source of the content file, including as the source for any unauthorised distribution or duplication of the content file. All Viasat World Material and content thereon shall be transmitted only in approximately 10-second segments and each segment shall be encrypted with AES 128 and a Security System. For the avoidance of doubt, the Mobile Device shall not play the Viasat World Material thereon if the Mobile Device has been rooted or jail-broken.

USAGE RULES: The following rules and restrictions ("Usage Rules") shall apply as applicable according to the rights granted in this Appendix 2.

1. **Subscriber Account:** No user shall be allowed to view any Viasat World Material unless such user is authenticated to a valid Subscriber Account by entry of Credentials via an Authorised Application or Authorised Website on an Authorised Device. Each Subscriber Account shall have: (a) a secure form of identification, such as a unique username and password ("Credentials"), (b) full access and account management capabilities with respect to that Subscriber Account (collectively, "Account Management Capability") (c) able to identify each device that is registered to the Subscriber's Account and (d) a credit card, billing account or other similar credit or payment facility ("Credit Facility") with a billing address in the Territory, and all of these items and functionalities shall be linked so that any user of the Credentials for a Subscriber Account, or any user of a Set-Top Box for that Subscriber Account, is

allowed to do the following without needing any additional password or any other information (such as a CID code): (i) to make purchases against the Credit Facility of that Subscriber Account, and (ii) to exercise Account Management Capability for that Subscriber Account.

2. **Registration of Devices and Device Restrictions:** Viasat World Material shall be transmitted only to the Authorised Devices that are then Registered to the Subscriber Account. At any given time, one Set-Top Box and no more than three (3) Authorised Devices may be Registered to a Subscriber Account. No Subscriber Account shall be permitted to de-register and perform device substitution with respect to more than one (1) Authorised Device during any 90-day period. Upon the de-Registration of any Set-Top Box from a Subscriber Account, all copies of any Channel on that Set-Top Box shall be immediately deleted. No copies of Channel(s) shall be made on any Authorised Device.

"Registered" means that a Authorised Device is registered and associated with a valid Subscriber Account in a cryptographically secure manner that uniquely and securely identifies such Authorised Device with a unique hardware device identifier provided by the Security System ("Device ID"), and where in each case the Authorised Device is: (a) registered and associated with a valid Subscriber Account identifier and credit card or billing account number, (b) bound to the viewing authorization mechanism (e.g. licence) by means of unique cryptographically random key(s) generated by the Security System to individualise that device for the purpose of decrypting content keys, and (c) uniquely-identified by a hash-of-data-of-a-unique-Program-Services Identifier² and adequate sources of entropy from the hardware of the Authorised Device.

3. **Access:** Access to the Viasat World Material via the Closed Access Internet Platform must only be via (i) the Authorised Website in respect of access via Personal Computers and (ii) the Authorised Application in respect of access via Mobile Devices and CE Streaming Device.
4. **Concurrent Viewing:** At any given time, a Subscriber Account shall be able to view each Channel or other Viasat World Material provided in accordance with this Agreement on no more than two (2) Authorised Devices and the Set-Top Boxes then Registered to the Subscriber Account. Delivery to Authorised Devices shall be via streaming only (i.e. there is no download, storage or copying of the Viasat World Material except for temporary caching or buffering that expires on a frame-by-frame basis within 2 minutes of creation no download).
5. With the goal of preventing user misuse of the Viasat World Material on Authorised Devices, Operator shall monitor and track the streaming usage of each Subscriber Account to Authorised Devices (including the number of streams per time period, the devices, IP addresses and designated market areas ("DMAs") utilised by the Subscriber Account) and shall apply reasonable fraud monitoring and tracking with respect to each Subscriber Account's streaming usage. If the data collected indicates potential misuse, Operator shall investigate the Subscriber Account, and based upon such investigation and where appropriate, shall suspend or terminate the Subscriber Account.

"Authorised Application" means an application available only on Mobile Devices and CE Streaming Devices (permitted under this Agreement) which is (i) implemented, operated and controlled by the Operator (ii) is branded solely with the Closed Access Internet Platform's brand as set out in Appendix 1; (iii) complies with the Security System and (iii) forces application upgrades on the Mobile Device and CE Streaming Device and to the Authorised Application as and when necessary;

"Authorised Devices" means Personal Computers, CE Streaming Devices, Mobile Devices. All Authorised Devices that receive a transmission of any Viasat World Material shall comply with the General Device-Related Requirements, the applicable Device-Related Requirements and the Usage Rules and the Security System. Viasat World shall have the right upon thirty (30) days prior written notice (including by email notice) to the Operator, to de-authorise, for any material security or content protection reason, any particular Authorised Device and any such device shall no longer be authorised with respect to the delivery of Viasat World Material;

"Authorised Website" means the website set out at Appendix 1 which is implemented, operated and controlled by the Operator;

"Closed Access Internet Platform" means the Closed Access Internet delivered television platform that is owned and operated by the Operator and as set out in Appendix 1 which is made available solely to authenticated and registered Subscribers in the Territory and is substantially the same, in terms of television content, to any other television services distributed via any Cable Network(s), DTH Network(s), DTT Network(s) or IPTV Network(s) owned and operated by the Operator in the Territory;

"CE Streaming Device" means a hardware device that complies with all of the following: (a) is (i) a Games Console, (ii) an internet-connected television, or (iii) an internet-connected Blu-ray disc player that is compliant with the applicable specifications and requirements of the Blu-ray Disc Association and (b) supports the applicable Security System and has an Authorised Application installed or embedded. The term "CE Streaming Device" excludes any Mobile Device or any other portable device, digital media adapter, Set-Top Box, Personal Computer and any other Authorised Device.

"Games Console" means (a) Microsoft's Xbox 360, Xbox One game console or any future developments thereof or (b) Sony's PLAYSTATION®3, PLAYSTATION®4 game console or any future developments thereof;

"Mobile Device" means (a) an Apple iPhone or an Apple iPad running the Apple iOS mobile operating system, or (b) a tablet or cellular phone running the Google Android mobile operating system version 2.2 (or higher), or (c) a tablet or

cellular phone that has one of the following operating systems: Symbian, Bada (Samsung) WindowsPhone, WebOS (palm) and RIM, provided that in each case such device supports the applicable Security System and has an Authorised Application installed; and

"Personal Computer" means a laptop or a desktop personal computer that runs a PC-only (non-mobile version) of Windows OS, Mac OS or Linux OS and that supports the applicable Security System. The term "Personal Computer" excludes any portable device (except a laptop personal computer), handheld device, tablet, iOS device (e.g. iPad) or Android OS device, phone, cellular or Mobile Device, Games Console, digital media adapter, Set-Top Box, blu-ray player, television and any other Authorised Device.

APPENDIX 3

INFORMATION TO BE PROVIDED IN EACH REPORT

1. Operator shall supply each Report shall be substantially in the Example Form of Report as set out below and as a minimum contain the following items:
 - (a) Name of Operator
 - (b) Details of month and year to which Report relates
 - (c) Date of Report
 - (d) Total number of connected households/Subscribers to each Network(s)
 - (e) Total number of Subscribers to each Package on each Network
 - (f) Total number of Subscribers to each of the Channels and Viasat World Packages (as applicable)
 - (g) The number of Subscribers on the first date and last day of the preceding month
 - (h) Calculation of Licence Fees (including Minimum Guarantee and any revenue share (if applicable))
 - (i) Actual price payable by Subscribers for the Viasat World Package(s) and any revenue share calculation (if applicable)
 - (j) Any other information reasonably requested by Viasat World from time to time
2. The total number of Subscribers to the Channel(s) and Packages per month shall be calculated by adding the number of such Subscribers on the first day of the month to the number of such Subscribers on the last day of the month and dividing this number by two.
3. Each Subscriber to the Channel(s) and Viasat World Packages via each of the Network(s) is counted as one Subscriber.
4. Where appropriate, upon receipt of the Report, Viasat World shall promptly issue an invoice for the Licence Fees in respect of that month recorded in the Report. If the Report for a particular month is not delivered on time or is not complete, Viasat World shall be entitled to issue an invoice based on the Report and/or the Licence Fees from the previous month to which it shall apply a 10% uplift. Any overpayment or underpayment shall be reconciled by the variation of the Licence Fees for the next month that a Report is actually delivered.
5. Example Form of Report:

DATE:

Network	Month	Year	Channel(s) and/or Viasat World Package(s)	Number of Subscribers at beginning of the month	Number of Subscribers at the end of the month	Average number of Subscribers

APPENDIX 4

Terms and Conditions for the Viasat World SmartCard (the "Card")

In order to receive the signal for Viasat World's television programme services, the Operator should insert the Card into the Receiver and activate the Card pursuant to the guidelines provided with the Card.

- 1. Provision of Card**
- 1.1** Viasat World shall:
 - a) provide the Operator with a Card on loan to be used together with each receiver; and
 - b) retain title to the Card.
- 2. The Operator's Obligations**
- 2.1** The Operator shall:
 - a) use the Card in accordance with the terms and conditions herein and only in a receiver compatible with the NDS/Videoguard conditional access system ("Receiver");
 - b) return the Card in working order immediately on termination or expiry of this Agreement or within five days upon Viasat World's request for replacement;
 - c) treat the Cards with all due care;
 - d) prevent access to the Cards by persons not authorised to handle the Cards;
 - e) return to Viasat World any Cards which are not in used under the terms of this Agreement; and
 - f) comply with all reasonable instructions of Viasat World with a view to minimising the likelihood of security breaches and not use the Cards for any purpose other than as provided in this Agreement or do anything which is directed at the illegal reception of Viasat World's television programme services.
- 3. Liability for Card**
- 3.1** The Operator shall be solely responsible for
 - a) installation of the Card into the Receiver; and
 - b) maintenance of the Card.
- 3.2** The Operator shall notify Viasat World in writing of any loss, theft, damage and defect of the Card immediately upon becoming aware of such and shall return any damaged and/or defective Card immediately to Viasat World.
- 3.3** The Operator shall be entitled to have the defective, lost or stolen Card replaced; provided that if the Card is lost, stolen or defective (other than a manufacturer's defect), the Operator shall pay a replacement fee of US\$20 for a new Card. Viasat World shall endeavour to issue a repaired or replaced Card within 5 working days from the receipt of either i) the Operator's notice regarding the loss or theft of the Card or ii) the defective Card.
- 3.4** During the replacement period, the Operator shall not be relieved from its payment obligations under this Agreement.

APPENDIX 5

CATCH UP

Any right to receive and distribute Catch Up Programmes granted in accordance with the Deal Memo is strictly subject to the following terms:

- (a) Operator shall notify Viasat World prior to the launch of any Catch-Up Service;
- (b) ~~Viasat World shall editorial control over the content and branding of the Catch Up Service;~~
- (c) Viasat World shall provide Operator with either (a) a list of the Catch Up Programmes or; (b) a list of those programmes from the Channel(s) that are not available as Catch Up Programmes (with the rest of the programmes from the Channel(s) accordingly being Catch Up Programmes); on a regular basis and Operator shall only be entitled to distribute such Catch Up Programmes. Viasat World reserves the right to change the content of such lists on notice to the Operator;
- (d) Operator shall only be entitled to distribute each Catch Up Programme for the applicable Catch Up Availability Period;
- (e) Operator is not permitted to place advertising or any other promotional messages on or around the Catch Up Service or during or around the Catch Up Programmes;
- (f) Viasat World does not guarantee the number of Catch Up Programmes that will be available for inclusion on the Catch Up Service;
- (g) Operator is solely responsible for making the Catch Up Programmes available on the Catch Up Service. Viasat World shall not be under any obligation to facilitate the recording of, or otherwise delivering, the Catch Up Programmes to the Operator;
- (h) delivery of the Catch Up Service being compliant with the applicable terms of Appendix 2;
- (i) the Operator undertakes to make the Catch Up Programmes available in their entirety including all titles, credits, logos and copyright notices and not to interrupt, alter, add to, delete or otherwise edit such Catch Up Programmes in any way without the prior written consent of Viasat World unless required by law, in which case the Operator shall immediately notify Viasat World of such requirement;
- (j) distribution of the Catch Up Service shall be solely via the Network(s) for reception and viewing solely on the same Authorised Devices via/to which they receive the Channel(s); and
- (k) the Operator shall not charge any incremental or separate fee for access to the Catch Up Service in addition to the fees payable by the Subscriber in order to receive the Package(s) in which the applicable Channel(s) is included.

"Catch Up Availability Period" shall mean seven (7) days from linear broadcast;

"Catch Up Programmes" shall mean those programmes which have originally been transmitted on the applicable Channel and which Viasat World has confirmed are available for the Catch Up Service; and

"Catch Up Service" shall mean a service branded corresponding to the applicable Channel whereby the Catch Up Programmes are made available for viewing by a Subscriber of the Channel at a time chosen by such Subscriber for a period of up to 7 (seven) days following original transmission on the corresponding Channel.

EXPRESS WORLDWIDE

DOX

DHL

2026-09-28 MYDHL+ 1.0 / *30-0621*

From : Viasat World Limited
Oliver Saloway
Chiswick Green
610 Chiswick High Road

W4 5RU LONDON
United Kingdom



Origin:
LHR

To : Financijska agencija
Financijska agencija, RC ZAGREB
Ulica grada Vukovara 70

Contact:
Financijska agencija, RC ZAGREB

10000 ZAGREB

Croatia

ES03 HR-ZAG-GTW

ADI-GGP

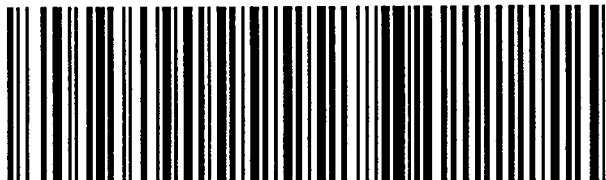
Day Time

Ref: VIASAT WORLD LIMITED

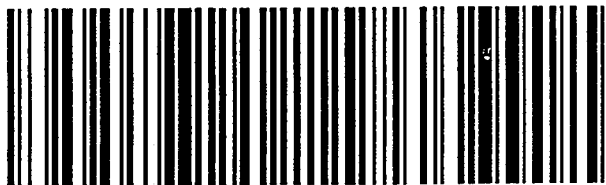
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0.5 kg 1/1



WAYBILL 96 1881 7014



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Forms

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Introduci

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