

Zmluva o spolupráci pri zaznamenaní podujatia a poskytnutia licencie

AGREEMENT (basic conditions)

**Zmluvní partneri:
/Partners of the agreement/**

**EDDA
1 avenue Jean-Baptiste Charcot
78380 Bougival
FRANCE
VAT No. FR21391969243**

A

**ARTEFACT
160 Allée Frédéric Desmons
30000 Nîmes
FRANCE
VAT No. FR 41914178967**

A

**VIVIEN
Sumavska 1
82108 Bratislava
SLOVAKIA
VAT No. SK 2020106968**

A

**ESET
Einsteinova 24
851 01 Bratislava
VAT No. SK2020317068**

A

**Rozhlas a televízia Slovenska
/Radio and Television of Slovakia/
Mlynská dolina, 845 45 Bratislava
IČO: 47 232 480
IČ DPH: SK2023169973
Štatutárny orgán: Mgr. Ľuboš Machaj
Generálny riaditeľ
zapísaná: Obchodný register Mestského
súdu Bratislava III., Oddiel: Po, Vložka č:
1922/B
Slovenská republika**

Program:	Jean-Michel Jarre: Most z budúcnosti
EDDA sa zaväzuje:	Dodať scenár podujatia, postúpiť licencie potrebné na odvysielanie podujatia
VIVIEN sa zaväzuje:	Zorganizovať podujatie, dodať prenosový voz, elektrickú energiu, strážnu službu, praktikáble pod kamery
ARTEFACT sa zaväzuje:	Dodať pódiového režiséra, hudobníkov, osvetlenie, ozvučenie, stavbu pódia a ostatných stavieb potrebných na podujatie
	Dodať 15 lístkov do VIP pre RTVS a 50 pre EDDA/ARTEFACT,
RTVS sa zaväzuje:	Dodať EDDE master a aj servisku potrebnú pre EBU a YOUTUBE, dodať televízneho režiséra, pomocného režiséra, asistenta réžie, hlavného kameramana, kameramanov, dramaturga, strihača, produkčný tím RTVS, zvukového majstra, asistentov zvuku, zvukovú techniku, kamerovú techniku podľa požiadaviek hlavného kameramana, poskytnúť služby potrebné pre vyhotovenie audiovizuálneho a zvukového záznamu z koncertu a jeho odvysielanie v priamom prenose na programových službách RTVS
Práva a definície: /Rights granted and Exclusivity/	Licencia RTVS: Na televízne a rozhlasové vysielanie (terestriálne, káblové a internetové), na ľubovoľných programových službách, vrátane internetových rádii, geoblokovane pre územie SR, počet vysielaní: naživo 12.05.2024, 2 x televízna repríza, jedna repríza celého záznamu a odvysielanie jednej krátkej verzie na rozhlasových programových službách RTVS (reprízy podliehajú schváleniu Jeana-Michaela Jarreho a/alebo EDDY), trvanie vysielania: od začiatku koncertu do konca záverečných titulkov, ktoré určia koniec vysielania

Výnos:

/Total License Fee/

94.000,- EUR

Splatnosť úhrad:

/Payment Schedule/

RTVS vystaví faktúru po dodaní mastra.

Rozhodné právo a jurisdikcia:

/Governing law and Jurisdiction/

**Zmluva je riadená a vystavená podľa
zákonov platných vo Francúzsku.**

**Všetky spory, ktoré by mohli vzniknúť
z tejto zmluvy budú riešené príslušnými
súdmi Francúzska.**

**Doplnená v čl. 10 v záverečných
ustanoveniach.**

Povinnosť zverejnenia:

Podpisy:

/Signatures/

For RTVS

For ARTEFACT

By : Mgr. Ľuboš Machaj
Function : director general

By: Marie-Josée Blancart
Function: CEO

For ESET
In the presence of

Jean-Michel Jarre

By: Richard Marko
Function: CEO

By: Jean-Michel Jarre

For Vivien, s.r.o.:

By: Ing. Tomáš Marko
Function: CEO

AGREEMENT**BETWEEN**

Radio and Television of Slovakia, of Mlynská dolina 84545 Bratislava, IČO 47232480
EU VAT N° SK2023169973, hereinafter referred to as “**RTVS**”,

AND

EDDA, a company incorporated in France under # 391 969 243, of 1 avenue Jean-Baptiste Charcot – 78380 Bougival – France with EU VAT number FR21391969243, wholly owned and controlled by Jean-Michel Jarre,

Hereinafter referred to as “**EDDA**”,

Represented by **ARTEFACT**, a company incorporated in France under # 914 178 967, of 160 Allée Frédéric Desmons 30000 Nîmes – France, EU VAT N° FR 41914178967,

Hereinafter referred to as “**ARTEFACT**”, acting in the name and on behalf of EDDA,

VIVIEN, s.r.o. having its registered office at Sumavska 1, 82108 Bratislava, Slovakia, ID: 36403873, VAT: SK2020106968, duly represented by Jana Mudrikova, hereinafter referred to as “**VIVIEN**”,

AND

ESET, spol. s r.o., a company incorporated in Slovak Republic, with its registered seat at Einsteinova 24, 851 01 Bratislava, Slovak Republic, ID: 31 333 532, VAT No.: SK2020317068 hereinafter referred to as “**ESET**”

In the presence of **Jean-Michel Jarre**,

WHEREAS

ARTEFACT, acting for Jean-Michel Jarre has agreed with **VIVIEN**, s.r.o. (ID: 36 403 873) for the purposes of organizing of the Starmus Festival Opening Concert, **ESET Digital Security** proudly presents the Starmus opening concert by **JEAN-MICHEL JARRE** and special guest **BRIAN MAY: Bridge From the Future**“ Conceived & Performed by **JEAN-MICHEL JARRE - BRATISLAVA, 12 MAY, 2024**, hereinafter referred to as “the Concert”,

ESET, a cyber security company is the Concert’s partner and sponsor (“**ESET**”).

Jean-Michel Jarre wishes a recording and **LIVE** broadcast of the Concert.

RTVS will ensure the production of audiovisual and audio recording of Concert for **EDDA** and its broadcast in **RTVS** Territory in accordance with terms of this Agreement. .

EDDA is a company wholly owned and controlled by Jean-Michel Jarre owning his audiovisual assets.

VIVIEN cooperating as local organizer in the organization of the Concert with ESET to promote the ESET brand.

The Parties have entered into the following agreements (“the Agreement”).

Article 1. Recording

RTVS undertakes to record and broadcast Live the Concert for a fee to be paid by EDDA in accordance with Article 4 of this Agreement. (“the Program”).

ARTEFACT will delegate its own audiovisual consultants, at ARTEFACT’s cost, in order to advise RTVS for the purposes of the Program quality required by Jean-Michel Jarre.

RTVS will provide for the needs of recording the event:

- TV director, 1st assistant director, 2nd assistant director, chief cameraman, cameramen, dramaturge and video editor,
- RTVS production team,
- Sound engineers, assistants and sound equipment for purposes of recording,
- Camera equipment including dolly, cranes, and drones and their transmission (as per the requirements of the chief cameraman),
- Host and Voice-over, including the necessary studio for its production,
- DSNG including the route for satellite transmission,
- Post-production - editing and sound and export of clean recording.

RTVS is entitled to implement media support within its television and/or radio programming services in the form of program trailers to support public interest in watching the event within its capacity, with the determination of the extent of such support being solely at the discretion of RTVS.

Article 2. Rights and obligations of the parties

2.1. Rights and obligations to RTVS

EDDA undertakes to:

- Submit to RTVS for approval, the documentation outlining the overall program structure, including the event's schedule, detailed sequence, and selection of the main performers (Jean-Michel Jarre, Sir Brian May and JMJ's 2 x accompanying backing musicians) promptly after the signing of this Agreement as soon as such information is available;
- Submit the final version of the event's program script to RTVS for approval no later than 10 days before the event. If this Agreement is concluded during this period, the partner is obliged to submit this document to RTVS for approval promptly after the signing of this Agreement.
- Prepare, produce, and deliver to RTVS in enough time before the event any additional content formats, such as cutaways, if included in the event's script and as soon as they're available. These formats must comply with the technical requirements outlined by RTVS and the laws of the Slovak Republic, particularly in accordance with Act No. 264/2022 Coll. on Media Services, Act No. 185/2015 Coll. Copyright Law, and the provisions of § 11 et seq. of Act No. 40/1964 Coll. Civil Code.

- Provide RTVS with the final credits list no later than 3 days before the event, which will be included in the audiovisual recording. The definitive version of the credits list is subject to RTVS approval and must include the RTVS production team.
- Deliver to RTVS within 7 days after the event a list of the music used, including the titles, exact duration of each music piece, names and surnames of performers and music and text authors, or record labels and music carrier numbers.

Moreover, EDDA shall be responsible and shall guarantee RTVS against any recourses thereof for:

The necessary authorizations/licenses from authors or the concerned collecting societies, performing artists, and/or other rights holders (hereinafter referred to as "rights holders"), whose works, artistic performances, and/or other protected subjects (hereinafter referred to as "protected subjects") will be used within the event, particularly for:

- a) Recording and producing the recording; in the case of live broadcast of the event, also for the public broadcast of unrecorded protected subjects,
- b) Public broadcast of the recording (including protected subjects) in whole or in part, especially through terrestrial, cable, satellite, or other broadcasting, cable retransmission, and internet distribution,
- c) Public dissemination of the recording (its reproductions) by transferring ownership rights, lending, and/or renting,
- d) Inclusion of a portion of the recording in another program and/or program trailers and subsequent use of such included portion of the recording by means as specified in points a), b), and c) of this clause of the Agreement,
- e) Granting sublicenses to third parties,

whereby EDDA will settle these property rights of the rights holders for the entire duration of their validity, in unlimited territorial and quantitative scope, and without any obligation to use them in such a way that no financial or other claims of these rights holders for the use of their protected subjects within the scope of this Agreement will be asserted against VIVIEN, ESET and RTVS. The grant of rights must also include the grant of an appropriate remuneration for the use of the protected subject, if the law recognizes such remuneration for the use of the rights holder's protected subject.

Vivien undertakes to provide suitable technical and organizational conditions for the recording, especially:

- To provide outside broadcasting van (as per the requirements of the RTVS, the director and the chief cameraman)
- To allow RTVS to install the necessary equipment for recording (audio, , camera, transmission equipment, etc.) as requested by the director and/or chief cameraman (in the case of audiovisual recording).
- To allow entry to the event for the entire production and organizational team of RTVS for the purpose of installing/uninstalling the relevant equipment, conducting necessary preparations and tests, as well as the actual recording process.
- To allow RTVS to connect to and draw electrical power for transmission equipment during the recording process, in the absence of an alternative agreement between the contractual parties.
- to provide security service for transmission equipment

- To provide parking space for the vehicles of the recording and transmission equipment of RTVS at a designated location near the event venue.
- To obtain appropriate consent from event attendees for their inclusion in the recording. To achieve this, the Partner will ensure clear communication to event attendees about the recording of the event.

As the event organizer, VIVIEN shall be responsible for the distribution of tickets, if any, for the event. VIVIEN shall be responsible for the production and organization of the event and for creating suitable conditions for its realization.

VIVIEN bears all costs associated with the preparation, organization, and execution of the event, unless explicitly agreed otherwise in this Agreement. Specifically, VIVIEN will ensure for the production of the event:

- Choir and brass section,
- Venues,
- Outside broadcasting van,
- Construction of platform necessary for camera equipment,
- Clearance of performing rights with the Slovakian society of authors and publishers, if applicable;
- Space for technical vehicles, support vehicles, and electricity supply point and energy costs for the connection and operation of technical vehicles. Parking spaces for the RTVS team and transmission equipment,
- Local event organizer team,
- Costs for the security of persons and property.

Artefact shall provide :

- A stage director;
- Main musicians : Jean-Michel Jarre, Sir Brian May and JMJ's 2 x accompanying backing musicians;
- Live show lighting and special effects with operators;
- Live show sound system with operators;
- The live event stage, costs for stage construction.

EDDA shall provide and be responsible for :

- Selection and production of musical works to be performed, cutaways, or other content formats, if included in the event's script, including the settlement of rights for their distribution and use in accordance with the second paragraph of this article of the Agreement

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If, based on this Agreement and/or at VIVIEN's request, any technical equipment not part of the technical equipment provided by RTVS is used for the recording of the event, VIVIEN bears the full costs of providing and using such equipment, with the output signal of this equipment meeting the technical requirements for inclusion in RTVS's broadcasting service and its connection to the transmission vehicle being in accordance with the possibilities of connecting an external source to the signal of this transmission vehicle.

ESET undertakes to provide:

- 15 tickets to the event for RTVS (VIP zone, list of guests approved by ESET in advance) and;

- 50 tickets to the event for EDDA / ARTEFACT in VIP zone.

VIVIEN undertakes to fully compensate RTVS for proven damages caused by the VIVIEN's failure to fulfill the contractual obligations assumed under this article of Agreement.

EDDA shall, the need may be, transfer to RTVS free of charge all rights clearance obtained from rights holders for the protected items acquired in accordance with this Agreement being reminded that the clearance of rights for RTVS shall be covered by the existing general agreement between RTVS and SOZA.. Upon request by RTVS, the need may be, EDDA shall provide RTVS with documents proving the authorizations and consents to be recorded by the performing artists appearing on the recording of the Program, within three days of the request and from such clearance obtaining from the said artists. EDDA is required to settle the rights to use the protected items with the rights holders so that no financial or other claims are asserted against RTVS for the use of their protected items to the extent provided in this Agreement. If any rightful claims of rights holders, or third parties deriving their rights from the rights acquired from RTVS, are asserted against RTVS and/or third parties, which Vivien committed to settle under this Agreement, RTVS shall promptly inform EDDA thereof. EDDA undertakes to satisfy and indemnify RTVS for all actual costs incurred by RTVS in connection with the assertion of these rightful claims.

2.2 Rights and obligations to EDDA

RTVS commits to:

- Make available and deliver to EDDA, in good and approved by Jean-Michel Jarre quality all files, footage, recordings, rushes, media, tools, means allowing EDDA to own and use the Program, particularly for the broadcast of the Program on Jean-Michel Jarre's official YouTube channel and worldwide via and on European Broadcasting Union ("EBU");
 - RTVS commits to be responsible and pay for all cost, salaries, wages and fees arising from the Program for the services which RTVS provides only, so that ARTEFACT and/or Jean-Michel Jarre will have nothing to pay for the Program;
 - Rehearsals: (to be completed RE Production schedule)
 - Shooting: (to be completed RE Production schedule)
 - Other: (Fiona to complete with RTVS special and/or exclusive interview requests)
 - The Program shall display visual appearance of ESET brand and/or logo, including its colors and typography.
 - Promotion of the Program on social media of RTVS – FB and IG – story and post format 3 days before the event and on the day of event – a graphic design that would include the ESET logo and ESET official account tagged in post.
 - RTVS will provide its LIVE broadcast signal, any recorded concert recordings and all necessary technical aspects related to it free of charge to the EBU platform (European Broadcasting Union) or other state and public television and radio media worldwide outside the Slovak Republic
- RTVS agrees that ARTEFACT & Jean-Michel Jarre control the opening and end credits of the Program, accommodating for presence & logo of ESET in its presentation e.g.:

Program title

(example of opening credits windows...)

1/ ESET Digital Security

2/ in association with RTVS & EDDA

3/ proudly presents
 4/ THE STARMUS OPENING CONCERT BY
 4/ JEAN-MICHEL JARRE
 5/ and SPECIAL GUEST BRIAN MAY
 6/ BRIDGE FROM THE FUTURE »
 LIVE from BRATISLAVA

RTVS shall provide EDDA with the full technical description of the technical means, equipment and human resources to be deployed for the filming and broadcast of the Program

- All cameras positions shall be approved by EDDA and RTVS.
- EDDA shall have the right to appoint one representative in the OB Truck during the live recording and broadcast;
- Brian May's engineer shall have access to OB Truck during the live broadcast for supervision of Brian May's performance recording;
- EDDA shall have the right to provide the opening credits and end credits relating to the Program.

Minimum requirement in terms of technical means, equipment and cameras' positions are agreed per appendix A to this

EDDA commits to:

- ESET should be mentioned in all communications, including self-promotion of Jean-Michel Jarre on social networks in connection with the Concert and the Program.
- Jean-Michel Jarre will personally post live footage of the Program.
- Jean-Michel Jarre will personally promote the opportunity to watch Live stream of the Program on channels to be specified, including ESET's channels.
- Jean-Michel Jarre will personally collaborate to promote the Concert and the Program through influencers, e.g. by providing a short interview or greeting.

Article 3. Intentionally deleted

Article 4. Remuneration

In consideration of RTVS services and assignments of rights to EDDA herein which are expected to be at the highest international standard expected for artists like Jean-Michel Jarre and Brian May, EDDA shall pay RTVS the a fee (hereinafter "the FEE"), in Euro and VAT Excluding for a total of 94,000.00 € (ninety-four thousand euros).

FEE per Item Amount € VAT Excluding:

RTVS flat fee for overall services including, inter alia,

- human resource cost, technical means and equipment, and,
- Cameras, and assignment of rights remuneration

Total : 94,000 € VAT Excluding.

ESET has paid VIVIEN the budget for the recording of the Concert and clearance of rights for ESET, and in accordance with this Agreement VIVIEN will pay to EDDA for the rights

clearance for the purposes of the concert and recording, and EDDA will pay RTVS for the production of the recording.

EDDA shall pay the FEE to RTVS (i) after having received the above-mentioned EUR 94,000 VAT excluding from VIVEN and then (ii) upon receiving the FEE invoice raised by RTVS to EDDA.

It's reminded that EDDA having the EU VAT number FR21391969243, no VAT shall apply on RTVS invoice to EDDA who will implement the VAT reverse charge mechanism in France.

The FEE is a full and final payment for all services and assignments of rights by RTVS to EDDA including, the case may be, remuneration and/or fees payable by RTVS to its own sub-contractors and, therefore, no further amount above and in addition to the FEE shall be payable by EDDA to RTVS pursuant to this Agreement.

Article 5. Approvals

All content, whatsoever the Program, its rushes, footage edits, extracts shall always be subject to prior approval by Jean-Michel Jarre.

Approvals' requests shall be sent to Fiona Commins (fiona@aero-productions.com).

The pre-edit of the Program will be viewed by ARTEFACT and Jean-Michel Jarre and submitted to their agreement.

In the event that ARTEFACT and Jean-Michel Jarre issue reservations, the RTVS undertakes to make the necessary changes as soon as possible.

Article 6. Grant of rights and licensing

6.1. Grant of rights by RTVS

EDDA will be the sole owner of the integrity of the intellectual property and film master rights and contents in and to the Program.

RTVS will ensure the recording of the Concert and production of its audiovisual and audio recording for EDDA in such a way that the sole producer of the recording shall be exclusively EDDA (meaning EDDA is the producer of the first audiovisual and audio recording of the Concert and/or the original audiovisual and audio work from the Concert). EDDA is entitled to exercise property rights to the recording. RTVS and ESET are authorized to use the recording only in the manner and for the purposes specified in this Article of Agreement.

In accordance to the above, RTVS undertakes to assign to EDDA all intellectual property rights, the case may be, arising from and/or in and/or to the Program and commits itself to cause any subcontractor and/or rightsholder engaged by RTVS such as film director, author or others to assign all intellectual property rights to EDDA, for the period of protection of intellectual property granted by national legislations and international treaties for the entire world.

EDDA represented by ARTEFACT is responsible for incorporating visions (that have been agreed on October 11, 2023 and that are annexed to this Agreement as Annex No. 1) into the speech about the Concert so it may become part of the Program to the extent possible or realizable. EDDA, ARTEFACT and ESET have agreed on said vision from October 11, 2023 and they commit to make every effort to make this vision come true. Except the matters mentioned in Annex No1 as being at Starmus exclusive charge and under its responsibility, EDDA is also responsible for obtaining all rights of third parties, especially artists and performers (Jean-Michel Jarre, Brian May, JMJ's 2 x accompanying backing musicians), who, in accordance with the vision according to the previous sentence, will participate in the Concert, since these rights are necessary for granting rights and licenses under this Agreement to RTVS and ESET, in particular to record, stream and broadcast the Program, and promote the Concert and Program as such. The rights and licenses granted by this Agreement to RTVS and ESET include, in line with the vision, the participation of these other artists and performers in the Program.

EDDA represented by ARTEFACT will supply ESET and RTVS with a list of all performers and a list of all musical works that will be performed at the Concert in advance.

6.2. Grant of license to RTVS

EDDA grants a license to RTVS to broadcast the Program as follows:

- Media : RTVS TV, RTVS cable TVA, RTVS Hertzian TV, RTVS Web TV, RTVS Radio (any channel and any frequency, including online radio channels)
- RTVS Territory : Slovakia ("RTVS Territory")
- Broadcast Period: LIVE on May 12th 2024
- Number of broadcasts: 1 live run on TVA, 2 x Replay on TV, and 1 live run on Radio, 2 replays on radio, 1x in full and 1x in short version (all replay versions to be approved by Jean-Michel Jarre and/or EDDA in advance)
- Duration of each broadcast: From Opening to end of End credits to be determined once the live broadcast will have been done.

RTVS makes its own business to obtain all rightsholders intellectual property rights in connection with the broadcast by RTVS in the RTVS Territory and EDDA makes its own business to obtain all rightsholders intellectual property rights in connection with the use of the Program by EDDA and/or Jean-Michel Jarre for the rest of the world and uses.

6.3. Grant of license to ESET

6.3.1. License to use the Program.

ESET shall have the right to use the Program for the promotion of ESET name and brand.

ESET shall be able, always solely for ESET name and brand promotion to:

- Broadcast the Program, primarily through Jean-Michel Jarre's YouTube Channel, the need may be, embedded on ESET's online or digital media;
- Broadcast and/or stream the Program directly on ESET online or digital media or surfaces and space and/or media channels used by ESET provided that, in such a case, ESET makes its own business to obtain the clearances from the rightsholders including but not limited to the authors and publishers' territorially competent such as

SACEM (France and world for Jean-Michel Jarre's online licensing) or SOZA (Slovakia) and the relevant record labels, including Sony Music;

Regarding the commercials or advertisement broadcast before or after and outside the Program ESET undertakes, that the terms and conditions for any use of commercial elements, will be addressed by a separate agreement with the Media RTVS, a company which is the exclusive commercial representative of RTVS for the sale of commercial and advertising space of RTVS. For sake of clarity, no musical work of Jean-Michel Jarre shall be synchronized with and into any product commercial and/or product advertisement while the teasers and promotional materials for the Program and/or the Event may include Jean-Michel Jarre's musical works in connection with the Program.

Subject to prior approval by Jean-Michel Jarre, ESET shall be allowed to make edits of the Program for the purposes of making of ESET's promotional materials and/or contents.

The license herein granted to ESET does not allow ESET to sell, commercialize or otherwise exploit the Program for any other purpose than the promotion of ESET name and brand.

6.3.2..The license herein granted to ESET is granted for free for the entire world and for a period of 5 years.

6.3.3. ESET is also granted a perpetual, non-exclusive license to use the footage of Jean-Michel Jarre's performance on the Event ('the Footage') for the purposes of archival reference and non-commercial promotion of ESET's history and activities. EDDA hereby and already agrees and authorizes RTVS to provide the Footage to ESET free of charge (minimal required resolution is 1920x1080 recorded in 1080p25 with progressive scan, delivered as ProRes422HQ or H.264; Footage with interlaced scan (1080i25 or 1080i50) will not be accepted). This includes the right to display the Footage on ESET's official website, in internal documents, and during presentations that are not aimed at commercial distribution or broadcast. ESET agrees to maintain the artistic integrity of the Footage, ensuring proper attribution to Jean-Michel Jarre whenever the Footage is used. Jean-Michel Jarre retains the right to review and approve the use of the Footage to ensure alignment with his brand and public image. This perpetual license does not permit ESET to use the Footage for commercial advertising or to sell, license, or distribute the Footage to third parties for any commercial purpose.

6.3.4. For the purposes of inclusion of ESET's logo, brand and/or trademark in the Program requested by ESET, ESET grants to the Parties a free worldwide license for the duration of legal protection of the intellectual property for embodying ESET's logo, brand and/or trademark in the Program for the broadcast, streaming and/or any exploitation and/or adaptation of the Program in whole or in part or extracts or footage.

Article 7. Non-compete commitment

The Parties commit to not allow the sale of any advertising space or promotion to a ESET Competitor in connection with the Program (“Non-Compete Commitment”) without the prior written consent of ESET, as hereafter set forth:

- ESET Competitor means any company carrying out cyber security business in the world;
- The Non-Compete Commitment applies during the live broadcast of the Program by RTVS during the Concert and also 30 minutes before the commencing of the Concert and 30 minutes after the end of the Concert.

Article 8. Governing Law and jurisdiction

This agreement is governed by the Laws of France and all disputes and/or interpretation relating to this Agreement, even in the event of action on guarantee or of a plurality of defendants fall within the judiciary court of Paris.

Article 9. Notices

Any notification pursuant to this Agreement shall be validly made by email with a request for confirmation of delivery to the recipient at the following email addresses, unless otherwise indicated by each of the Parties:

- For RTVS : roman.gensky@rtvs.sk
- For ARTEFACT: bilowusromain@gmail.com
- For EDDA: eddajmj@orange.fr
- For ESET : richard.marko@eset.com, Cc michal.kristufek@eset.com
- For Jean-Michel Jarre: fiona@aero-productions.com

Or such other contact details subsequently provided.

Notifications may also be made by registered letter with acknowledgement of receipt or by national or international courier (e.g. FedEx, DHL) with proof of delivery to the addressee at the respective addresses of the parties hereunder.

Article 9. Intentionally deleted**Article 10. The obligation of RTVS to publish the Agreement**

The parties acknowledge that RTVS is required, in accordance with Section 5a of Act No. 211/2000 Coll., to publish the contract in the central registry of contracts maintained by the Office of the Government of the Slovak Republic, to the extent that it does not violate the commercial secrecy as per this Agreement.

Article 11. Final provisions

If this agreement does not expressly provide otherwise, it may only be amended or supplemented by a written agreement of the contracting parties in the form of numbered and

signed appendices. If this agreement requires the consent of any of the contracting parties, such consent must be given in writing.

The contract shall enter into force on the date of signature by the authorized representatives of both contracting parties and shall become effective on the day following the date of its publication in the Central Registry of Contracts pursuant to a special regulation (Act No. 211/2000 Coll. on Free Access to Information (Freedom of Information Act) as amended).

The contracting parties have agreed that written correspondence sent in accordance with or based on this agreement shall be delivered to the address of the respective contracting party specified in the heading of this agreement or to another address that the contracting party notifies to the other contracting party as the correspondence address. If a shipment cannot be delivered to such an address, the shipment shall be deemed delivered on the day of its return as undelivered to the sender, even if the recipient is unaware of it. If the recipient unjustifiably refuses to accept the shipment, the shipment shall be deemed delivered on the day when its acceptance was refused.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements between the parties, whether oral or written, relating to the subject matter hereof.

The parties declare that they have read the Agreement and agree with its contents, that the contract was concluded according to their true and free will, specifically, seriously, and understandably, not under duress or under other obviously disadvantageous conditions. The parties further declare that their capacity and freedom to enter into the contract, as well as their capacity for related legal acts, are in no way restricted or excluded, and they also declare that they have familiarized themselves with the content of the contract and sign it as a sign of agreement.

The Agreement is executed in four counterparts, one counterpart for each contracting party.

Article 12. Electronic signature

This Deal Memo may be signed by hand or by electronic signature DocuSign, and the Parties recognize the electronic signature DocuSign as their handwritten signature.

For the purposes of the electronic signature, the Parties declare that their respective email, valid for identification, is as follows:

- For RTVS :gr@rtvs.sk
- For ARTEFACT: rbilowus@artefactexpressions.com
- For ESET : richard.marko@eset.com
- For Jean-Michel Jarre: jmj@jarreteam.com
- For VIVIEN : tomas.marko@vivien.sk

Signatures

For RTVS

By : Mgr. Ľuboš Machaj
Function : director general

For ARTEFACT

By: Marie-Josée Blancart
Function: CEO

For ESET

In the presence of
Jean-Michel Jarre

By: Richard Marko
Function: CEO

By: Jean-Michel Jarre

For Vivien, s.r.o.:

By: Ing. Tomáš Marko
Function: CEO

Annex No. 1 – Vision

STARMUS OPEN AIR CONCERT VISION

(based on meeting on October 11, 2023: Jean-Michel, Fiona, Garik, Anton, Richard)

- Unique, open-air concert-event by Jean-Michel Jarre in cooperation with Sir Brian May in Bratislava at the opening of the **Starmus Earth** powered by ESET festival.
- Futuristic staging of lights, lasers and visuals on the SNP Bridge with the UFO in the background.
- Proposed date Sunday May 12, 2024 (or May 11 as a “rain” backup).
- Free access to people who can watch from the riverbanks with potential of hundreds of thousands of people attending and many million TV audiences.
- VIP seats located at selected location (proposed the Castle hill).

Connected ideas

- Tentative title: The Stargate Concert (other proposed ideas: StarEarth / Earth United / Our Earth / Future Earth etc. to closely connect with the festival and the message).
- Coordinated promotions and activities before, during and after the concert.
- Message by top personalities (Nobelists, artists, astronauts etc. signing a declaration connected to the topic of Starmus Earth) intended to be delivered to hundreds of millions (or billions) of people worldwide, the concert used as a vehicle to get the message through.
- Professional filming: Todd Miller has already started the Documentary with his midnight shoot and a draft trailer.
- Livestream with extensive international and national broadcast.
- Potential for a hit song and clip produced during the concert, connected with the message, with a viral potential and ability to chart to further increase the reach (the “Barcelona” song as an inspiration).
- Bratislava/Europe as a hot spot for science and art, featured in the concert (leveraging the fact that Bratislava is “one of the many places”, unlike Central Park/Red Square etc.).
- International Space Station to be used to deliver the message online during the concert.
- Top artists, science popularizers and influencers should promote the event and declaration using their platforms.
- AirCar flying over UFO (initial shot: takeoff by Chris Hadfield) during the concert and landing nearby if possible (some spectacular landing location that shows ability of the AirCar to land outside of airports: pontons on the river proposed). Aircar signed by all astronauts and donated to Smithsonian Institution.
- Drone show over the Danube river as a part of the show.

Basic practical consideration

- The stage on the bridge built in such a way that cars can drive under the stage (during construction, not during the concert).
- Rough estimate to build the stage is 5 days.
- Rain will not stop the performance and in case of severe bad weather like thunderstorms, the concert will be moved to the next day. (*“will be moved to the next day” – obsolete*)