

**Licenčná zmluva na nákup licenčných práv programov**  
(výpis zo zmluvy)

<b>Zmluvní partneri:</b>	<b>STUDIOCANAL S.A.S</b> <b>50 rue Camille Desmoulins</b> <b>92130 Issy-les-Moulineaux</b> <b>Francúzsko</b> <b>VAT FR14056801293</b> <b>zastúpená: Pauline Saint-Hilaire</b> <b>vedúca medzinárodného predaja</b> <b>a</b> <b>Slovenská televízia a rozhlas</b> <b>Mlynská dolina, 845 45 Bratislava</b> <b>IČO: 56 398 255</b> <b>IČ DPH: SK2122292832</b> <b>Štatutárny orgán: Mgr. Igor Slanina</b> <b>zástupca generálneho riaditeľa</b> <b>zapísaná: Obchodný register Mestského</b> <b>súdu Bratislava III., Oddiel: Po, Vložka č:</b> <b>8978/B</b>
<b>Programy:</b>	<b>hrané filmy v počte 11 x cca 90-120´</b>
<b>Práva a definície:</b>	<b>Nákup licenčných práv programov pre</b> <b>vysielanie STVR na televíznych</b> <b>programových službách Jednotka</b>
<b>Trvanie zmluvy:</b>	<b>Licenčná doba na 2 roky,</b> <b>Rozsah licencií pri jednotlivých filmoch</b> <b>od 01.06.2025 do 30.12.2027</b>
<b>Licencia na územie:</b>	<b>Slovenská republika</b>
<b>Povolený jazyk:</b>	<b>slovenský a český – dabingové a titulkové</b> <b>verzie</b>
<b>Počet vysielaní:</b>	<b>2 vysielania –každé vysielanie vrátane</b> <b>reprízy do 48 hod.</b>
<b>Vysielacie práva:</b>	<b>Terestriálne – Free TV práva</b> <b>vrátane káblového a satelitného šírenia,</b>
<b>Licenčný poplatok:</b>	<b>64.500,- EUR</b>

<b>Splatnosť licencie:</b>	<b>po podpise licenčnej zmluvy na základe faktúry so splatnosťou do 30 dní od jej doručenia, najneskôr k 01.03.2025</b>
<b>Podmienky dodania materiálu:</b>	<b>Netreba, tituly sú k dispozícii v STVR</b>
<b>Technické náklady za materiál:</b>	<b>Technické náklady na HD materiál vo výške 250,- EUR/titul</b>
<b>Prístup k jazykovej verzii:</b>	<b>Prístup k jazykovej verzii vyrobenej na náklady STVR možný za podmienky úhrady 50% dabingových nákladov (Sales Conditions – bod (h)).</b>
<b>Ustanovenie o zákonnej povinnosti zverejnenia zmluvy:</b>	<b>doplnené v bode 1/Specific Terms</b>
<b>za STUDIOCANAL S.A.S</b>	<b>za STVR</b>
<b>Pauline Saint-Hilaire Head of International Library Sales</b>	<b>Igor Slanina Zástupca generálneho riaditeľa</b>

## INTERNATIONAL TV RIGHTS AGREEMENT

Dated as of August 8<sup>th</sup>, 2024

(hereinafter the "Agreement")

<p><b>Licensor: STUDIOCANAL S.A.S.</b> Address: 50 rue Camille Desmoulins 92130 Issy-les-Moulineaux, France</p> <p>EU VAT Number: FR 14056801293</p> <p>Contact : emma.baldit@studiocanal.com</p> <p>(hereinafter "SC" or "Licensor")</p>	<p><b>Distributor: Slovak Television and Radio STVR</b> Address: Mlynska dolina 845 45 Bratislava – city district Karlova Ves Slovak Republic</p> <p>EU VAT Number: SK2122292832</p> <p>Contact: Katarina Slovakova E-mail:katarina.slovakova@rtvs.sk Phone:+421 2 6061 1247</p>
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<p><b>Picture(s):</b> As set forth in the attached Exhibit A – "Pictures" (list of Pictures).</p>	<p><b>Territory:</b> Slovakia</p>
<p><b>Term/ License Period:</b> (a) The <u>Term of this Agreement</u> is commencing on the date hereof, and terminating on the date of completion of the last Run of the Picture(s).  (b) The <u>License Period of each Picture</u> is commencing on the respective start date set forth in attached Exhibit A, and terminating the earlier of (i) on the respective end date set forth in attached Exhibit A, and (ii) on the date of completion of the last Run of the Picture(s).  Upon request, Distributor will advise SC of the playdate of the first and of the last Broadcast of the/each Picture in the Territory at the latest thirty (30) days prior to the (respective) Picture's first Broadcast.</p>	<p><b>Authorized Language version:</b> original language version of each respective Picture to be dubbed, and/or subtitled in the Slovak and Czech languages only.</p> <p>No exploitation of the Picture(s) is allowed in the original language version of the (respective) Picture(s) without subtitles (except if the original language is an Authorized Language).</p>

Subject to timely payment of the License Fee and all delivery costs due to SC and to Distributor's performance of all other terms and conditions of this Agreement, SC licenses exclusively to Distributor the Licensed Rights to the Picture(s) in the Territory for the Term and in the Authorized Language identified below on all the terms and conditions of this Agreement. When not defined where they first appear or in the attached Exhibit B – "Schedule of Definition", words used in this Agreement are otherwise defined in the IFTA Standard Terms or Schedule of Definitions (V2022).

### DEAL TERMS

#### 1/ Specific Terms:

In compliance with §47 a of the Act No. 40/1964 Collection Civil Code, as amended, and §5a of Act No.211/2000 Coll. on free access to information and amendments and supplement to those acts (Freedom of Information Act) Radio and Television of Slovakia is obliged to publish this Contract via the Central Register of Contracts of the Government Office of Slovak Republic in its full wording.

#### 2/ Licensed Rights:

All rights not expressly licensed herein to Distributor are reserved to SC with no holdback applicable, and SC shall be freely entitled to exploit them directly or indirectly. In case the/some Licensed Rights are granted to Distributor on a non-exclusive basis, SC shall be entitled to exploit such Rights directly or indirectly in the Territory during the Term on a non-exclusive basis. The below listed rights are herein granted to Distributor limited to the below list where the box(es) is/are crossed (an empty box means that corresponding rights are reserved to SC). For the avoidance of doubt, SC reserves the exclusive right to monetize any elements of the Picture(s) such as trailers and excerpts, on YouTube, Dailymotion and similar services.

#### . Television (TV) Rights:

Free TV  
Basic TV

Yes  No  
 Yes  No

Exclusive  Non exclusive  
 Exclusive  Non exclusive

For the avoidance of doubt, the Television Rights exclude any form of On Demand Rights, including but not limited to, any form of TVOD, FVOD and/or SVOD Rights.

In addition, it is agreed between the Parties that the Television Rights licensed under this Agreement shall be non-exclusive against any Pan regional Pay/Basic TV broadcasting in the Territory.

Authorized TV Channels/ Licensed Services: As set forth in the attached Exhibit A – “Pictures”

Licensee is not authorized to sublicense, assign or otherwise transfer any other Licensed Rights without Licensor's prior written approval.

Number of Authorized Runs: two (2) Run(s) per Picture per Authorized TV Channel.

One (1) Run is herein defined as one (1) Broadcast and one (1) repeat within a consecutive forty-eight (48) hour time period following each Broadcast, per Authorized TV Channel /Licensed Service.

### 3/ Licensee Fee / Payment Terms

**3.1. License Fee:** 64 500 currency:  € net\*

\*NET: The License Fee is a net sum and no taxes (except the applicable withholding tax if reduction/exemption is possible pursuant to applicable tax treaty), nor charges may be deducted from it.

Licensor and Licensee agree to prepare, execute and certify the annual application for reduction/exemption withholding tax pursuant to the applicable tax treaty (if any).

Licensee is not entitled to exploit/exhibit the Picture(s) before full payment of the entire total License Fee.

**License Fee per Picture** is set forth in the attached Exhibit A – “Pictures”.

### 3.2. Payment Terms:

**Percentage or Amount:**                      **When Payable**

*(payable to the account as mentioned on corresponding invoice which may be sent on a Picture by Picture basis, by wire transfer only):*

64 500 €    100% upon signature of the agreement and the receipt of the invoice, in any case before delivery of any material and no later than March 1<sup>st</sup>, 2025.

Licensee will make all payments, including but not limited to License Fee, by wire transfer to the bank account appearing on corresponding invoice sent by SC. Unless directly confirmed by phone call with SC, these banking instructions will not change and any attempt to provide alternative payment instructions is fraud.

### 4/ Delivery of Materials:

Materials:

- Access to SC HD\* masters; and/or
- Access to SC SD\* masters

\*as and if available respectively for each Picture.

Technical Costs/Material Fees:

HD files/ Original version: 250 €            per file  
SD files/ Original version: 150 €            per file

Delivery of the material based on Licensee's request.

Access to SC Authorized Language version tracks if and as available (if not available, the Authorized Language version shall be created by Distributor at Distributor's charge).

Access to all available marketing and artwork elements necessary to the exploitation of the Picture(s).

The Material fees and all costs in connection with the Delivery Materials (including without limitation all duplication, encoding, delivery and ingestion costs) shall be at Distributor's sole cost and expense and shall be payable upon order of the Materials by Licensee and in any case before delivery of any Materials.

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**SALES CONDITIONS**

In the event of any conflict between or among the Deal Terms and the Sales Conditions, the Deal Terms and the Exhibits attached thereto shall prevail over the Sales Conditions.

(a) - This Agreement shall be kept confidential by Distributor.

(b) - The inclusion of some of the Picture(s) into this Agreement may be subject to respective producer's prior written approval(s). In the event that such approval(s) is/are not obtained with respect to this/any of these Picture(s), SC will provide Distributor with a mutually agreeable substitute picture for the/each refused Picture or will refund to Distributor the portion of the License Fee already paid by Distributor with respect to the Picture(s) (sole remedy), it being agreed that Distributor shall not be entitled to obtain any other payments and/or to recover any "lost profits" and/or other damages in connection therewith.

(c) - Licensed Rights/ Reserved Rights:

- Licensed Rights: as per the Deal Terms and as further defined in the Attached Exhibit B.

- For the avoidance of doubt, the TV Rights licensed hereunder even if granted on an exclusive basis, shall be non exclusive against any Pay, Basic and/or Free broadcaster (incl. but not limited to TV5 Monde and/or any Vivendi Group/Canal+ Group channel or service) broadcasting in the Territory in a language other than the Authorized Language version.

- Suspension / Withdrawal: SC shall have the right to suspend the exploitation and, where applicable, withdraw the/one or more Picture(s) if at any point during the Term (i) SC becomes aware that there is a genuine claim or a genuine threat of a claim that the Picture(s) may infringe the rights of a third party; or (ii) SC reasonably believes that the continued distribution of the/a Picture violates or is likely to violate any applicable law, court order or government regulation then binding on SC or subject to SC to any liability or (iii) due to Force Majeure. Licensee shall then cease to exploit the Picture(s) (including removing all visibility of the Picture(s) from any SVOD or Catch-Up TV Use service(s) or platform(s)) immediately and in any event no longer than two (2) business days (or such longer period if notified by SC) after receipt of the withdrawal notice from SC. Such withdrawal shall not constitute a breach of this Agreement by SC. In the event of any suspension of any Picture, the License Period of the concerned Picture will be extended for the length of each suspension. If any suspension lasts more than three (3) consecutive months, then either Party may terminate this Agreement on ten (10) days' notice with respect only to such concerned Picture, in which case the concerned Picture will be treated as withdrawn.

In the event the suspension is followed by a withdrawal of the concerned Picture, SC will reimburse to Licensee a portion of the Guarantee (if paid) as allocated to such Picture(s) on a prorata temporis basis (sole remedy). In no case may Licensee collect any "lost profits" or other damages. Withdrawal of any Picture(s) shall result in the Termination of the Agreement with respect only to such withdrawn Picture(s) and shall have the consequences as provided in clause (j) of the Sales Conditions.

"Force majeure" means any fire, flood, earthquake, or public disaster; strike, labor dispute or unrest; unavoidable accident; breakdown of electrical or sound equipment; failure to perform or delay by any laboratory or supplier; delay or lack of transportation; embargo, riot, war, insurrection or civil unrest; any Act of God including inclement weather; any act of legally constituted authority; or any other cause beyond the reasonable control of SC.

- Reserved Rights: all rights not expressly licensed herein to Licensee including, but not limited to, Theatrical and Non-Theatrical Rights, Ancillary Rights, Public Video Rights, Home Video Rights, EST Rights, On Demand Rights (unless otherwise specified in the Deal Terms), merchandising rights, commercial tie-in rights, subsequent production and derivative rights (such as, without limitation, remake, prequel rights, or any other version of the Picture(s)), publishing rights, music publishing, soundtrack album, videogame, novelization, live stage, radio adaptation, theme park rights, the rights to sell any clip or footage from the Picture(s) (i.e. other than directly related to the promotion of the Picture(s)), and all rights to create and/or commercialize any so called "metaverse" and "NFTs" (Non-Fungible Tokens), or the like, directly or indirectly pertaining to the Picture, are expressly reserved to SC with no holdback applicable.

(d) - Internet Transmission and Spillover:

Exploitation of any of the Licensed Rights via the Internet (or any comparable interconnective computer network) and/or on any on-line and/or mobile/handheld device, shall be subject to effective technological measures, and Distributor shall always ensure that (i) the viewing of the Picture(s) is without alteration of the original continuity of, or sequence of images comprising, the Picture(s) (i.e. in a linear format only), (ii) access to the Picture(s) is verifiably confined to recipients located solely in the Territory only, and (iii) anti-piracy technology generally recognized in the motion picture industry is available and employed which limits the ability of users or viewers to access or receive the Picture(s) on a geographic basis within the Territory and which is adequate to prevent the unauthorized dissemination, reproduction, copying, retransmission and alteration or other similar acts of piracy of the Picture(s) by the recipient.

SC acknowledges and agrees that Distributor's exhibition of the Picture(s) by means of encrypted satellite transmission or through the Internet may be inadvertently received outside of the Territory (such reception shall be referred to herein as "Spillover"), and that the inadvertent and temporary occurrence of such Spillover shall not be considered a breach of the Agreement by Distributor provided that (i) the transmission of the Picture(s) by satellite is securely encrypted so that reception outside the Territory other than by means of an authorized decoding card or equivalent equipment is precluded and technology safeguards and effective state-of-the-art industry standard digital rights management ("DRM") to prevent unauthorized exhibition, copying or retransmission of the Picture(s) are in place, (ii) such Spillover is the result of (a) unanticipated and inadvertent failure of the appropriate and required security measures or (b) the ability of a limited number of technologically advanced individuals (i.e. "hackers") to circumvent the applicable security, copy protection and geo-filtering technologies used and (iii) in each case, Distributor shall make its best efforts once such Spillover and circumvention are discovered to cease and/or prevent such circumvention from resulting in further access by or exhibition to any unauthorized viewers. In any case, Distributor shall not seek viewers for the Picture(s) outside the Territory nor permit the Picture(s) to be available to viewers outside the Territory. Distributor shall neither collect nor attempt to collect any fees, royalties or other payments in connection with such Spillover, nor shall Distributor advertise or promote its exhibition of the Picture(s) outside of the Territory. For the avoidance of doubts, all of the above is subject to EU Portability Regulation (i.e. Regulation (EU) No. 2017/1128 of the European Parliament and of the Council of June 14, 2017 on cross border portability of online content services in the internal market), if applicable.

Likewise, SC does not grant exclusivity protection against any temporary or inadvertent Spillover in the Territory of a broadcast or simultaneous retransmission of the Picture(s) originating outside the Territory, whether terrestrial, cable or satellite or otherwise. Distributor acknowledges and agrees that any such Spillover shall not be considered a breach of the Agreement by SC.

(e) – Distributor (as well as any of its authorized sub distributor/sub licensee/broadcaster/TV channels) shall not change the title of the Picture(s) without SC’s prior written approval (which SC may refuse/withhold in its absolute discretion), it being agreed that a direct translation in the Authorized Language if such direct translation conveys the same concept and/or if such translation has been previously used for Theatrical exploitation within the Territory, is deemed approved by SC (subject to the specific restrictions and obligations applicable to the Picture(s)). In addition, the Picture(s) cannot be exploited in another length, image format and/or version, and the Picture(s) cannot be edited/cut/enhanced in any way (including, without limitation, its/their main & end titles, logos and trademarks) without SC’s prior written approval (which SC may refuse/withhold in its absolute discretion).

Distributor (as well as any of its authorized sub distributor/sub licensee/broadcaster/TV channels) shall televise/exhibit/broadcast in their entirety and without any alteration/cutting/editing of any kind, all credits, trademarks, copyright notices, tradenames and other symbols of the Picture(s) appearing on the Materials furnished by SC, including but not limited to SC’s logo, provided that the end credits of the Picture(s) may be televise/exhibit/broadcast by the TV channels on a so called ‘split screen’ or in an accelerated manner, though always easily readable by a viewer. No advertisement shall be made in any manner so as to constitute an express, implied, direct or indirect endorsement of any product, service or sponsor by SC or by any person appearing in such Picture(s). Licensee may insert and permit others to insert commercial announcements within the Picture(s) at those points designated by SC for such purpose in connection with Free TV exploitation only, always in compliance with of any local and/or governmental regulations and industry customary practice or laws as applicable in the Territory and shall not impair the integrity of the Picture(s).

Distributor shall comply with all applicable restrictions on the exercise of the Licensed Rights, including, without limitation, required screen credits, paid advertising, publicity and promotional requirements, credit requirements, dubbing/subtitling, editing and other kind of requirements, at all times (such restrictions to be provided by SC). For the avoidance of doubt, the creative/artistic aspects and designs used by Distributor for the publicity, promotional and marketing elements shall be subject to SC’s prior written approval and SC shall then have 10 (ten) business days to respond.

(f) - Distributor shall be responsible for the payment of any and all royalties/fees/residuals payable to collection societies in connection with the exploitation of the Licensed Rights in the Territory (including, without limitation, performing and mechanicals rights).

Royalty Income: All amounts collected in the Territory by any collecting society, authors’ rights organization, or governmental agency that are payable to authors, producers, performers or other persons and that arise from royalties, compulsory licenses, income derived from secondary broadcast (simultaneous, unaltered and unabridged retransmission by a cable, microwave or telephone system for reception by the public of an initial transmission, by wire or over the air, including by satellite, of the Picture(s) intended for reception by the public), tax rebates, exhibition surcharges, or the like, will as between SC and Distributor be the sole property of SC (for instance, this will apply to such amounts arising from royalties collected by AGICOA or any similar organization from cable retransmissions of television programs). SC has the sole right to apply for and collect all these amounts. If any of them are paid to Distributor, then Distributor will immediately remit them to SC.

(g) - Any sublicense/subdistribution/assignment of this Agreement or of any Licensed Right with respect to any of the Picture(s) shall be subject to SC’s prior written approval, with corresponding notice to be sent by Distributor containing the main terms (including the commercial terms) of such sublicense/subdistribution/assignment to be sent to SC by Distributor sufficiently and reasonably in advance. Distributor guarantees the performance and fulfillment of any obligations provided for in this Agreement by any authorized agent/sublicensor subdistributor/assignor.

(h) - Exploitation Materials shall be ordered by Distributor (in case Distributor is not already in possession of such Materials) on SC’s website. All Technical Material costs and delivery costs (including without limitation shipping costs) and dubbing and/ or subtitling costs (if any) shall be at Distributor’s charge and be paid before delivery of or access to any material (except if otherwise provided for in the Deal Terms of this Agreement). Distributor shall have fifteen (15) days to approve the Materials or send written defect notice (laboratory QC report). SC shall then have thirty (30) days to remedy the deficiencies and Distributor shall have a second fifteen (15) day period to approve the Materials or send corresponding lab QC report, followed by a second thirty (30) day period for SC to remedy the deficiencies. In each case, unless SC receives a proper lab QC report within fifteen (15) day after delivery, the Materials shall be deemed to be technically acceptable quality and approved by Distributor for the purpose of this Agreement.

Distributor is authorized to prepare a dubbed and/or subtitled and/or voice overed version of the Picture(s) in the Authorized Language, always subject to the applicable third parties’ contractual obligations and restrictions. Distributor shall require SC’s prior written approval on any Distributor’s created material. SC will have immediate free access to all materials created by Distributor (including but not limited to promotional materials, bonuses,...) and immediate free access to all Authorized Language version(s) created by Licensee after payment by SC of 50% (OR a commensurate reasonable option) of the actual documented direct out-of-pocket costs of creation of such version(s).

SC will immediately become the owner of the copyright in all dubbed and subtitled tracks, subject to a non-exclusive free license in favour of Distributor to use such tracks during the License Period of the/each respective Picture solely for exploitation of the Licensed Rights, or, if such ownership is not allowed under the Laws of the Territory, then Distributor will grant SC a non-exclusive free license to use such dubbed or subtitled tracks worldwide in perpetuity without restriction and Distributor shall execute all documents and instruments to effect SC’s ownership or license of such tracks.

Failure by Distributor to order Materials (if applicable) or to exploit the Picture(s) as per this Agreement shall be sufficient cause to terminate this Agreement with respect to such Picture(s), at SC’s discretion.

(i) - Anti-piracy measures: Licensee (and any of its authorized sublicensees (if allowed under this Agreement)) shall implement, establish and employ all customary measures and procedures of protection and security in the Territory (including customary Geo-Filtering techniques and DRM as accepted by at least 2 US Major Studios OR GAFAM) to prevent acts of piracy of the Picture(s). Licensee shall be entitled to take anti-piracy measures within the Territory in its own name and/or in the name of SC but subject to prior consultation with SC if Licensee intends to take legal action against any individuals or websites (as opposed to host sites). It is also agreed that Licensee and any of its authorized sublicensees shall not create or implement any fingerprint or watermark on YouTube (or authorized the activation of the Content ID on YouTube), Dailymotion, Facebook and similar services in connection with the Picture(s) or any element of the Picture(s).

“Geo-Filtering” shall mean any of the following technique that is used to limit purchase and viewing of the Picture(s) by the Customer within the Territory:

(a) an IP address geo-location check which is designed to determine whether the Customer’s IP address is within the Territory; (b) a credit card check which is designed to determine whether the applicable credit card registered to a Customer’s account is issued by a bank within the Territory and has a billing address within the Territory; (c) any geo-filtering technique which is authorized for use on the SVOD/Catch-Up TV Use service/platform by at least two (2) major studios (being Warner Bros, Disney, Universal, Paramount, Sony and/or Fox) or GAFAN (now or in the future); and (d) any geo-filtering technique which is agreed by the Parties in writing from time to time. For the avoidance of doubt, cause (b) above shall always be combined with another technique as prescribed in clause (a), (c) or (d).



(j) - Representations & Warranties/ Termination: each Party represents and warrants that it has full power and authority to execute and perform this Agreement. Licensee's Reps & Warranties: as per IFTA@International Standard Terms. SC's Reps & Warranties: SC holds all necessary rights for Licensee's exercise of the Licensed Rights and, to the best of SC's knowledge, no element of the Picture(s) the exercise of the Licensed Rights does or will defame any third party or infringe any copyright, trademark, or any other property of any third party.

In case of default by Licensee of any of its obligations provided for in this Agreement or in any other agreement between SC and Licensee (including, without limitation, in case of non payment by Licensee of any amount due in application of this Agreement) or if Licensee (or any of its affiliates, sublicensees) engages in, or authorize or condones any unlawful or criminal practice or any practice which SC (or any of its affiliate, subdistributors/sublicensees/subagents) believes in its reasonable judgment could cause disrepute to SC or its affiliates, rightsholders, subdistributors/sublicensees/subagents, and/or its/their reputation, operations, prospects or business relation, SC will be entitled to terminate immediately and automatically the Agreement if Licensee fails to cure such default within 10 (ten) days from receipt of corresponding notice of default.

In such cases of termination, all rights granted to Licensee under this Agreement shall automatically revert to SC, and all monies already paid to SC by Licensee at the time of termination shall remain SC's property, in addition to any right and remedy SC may have at law or in equity. Licensee shall be liable for all damages SC may suffer for reason of the termination. Any material in Licensee's possession – if any - shall be, at SC's election and at Licensee expenses, either (i) destroy and Licensee shall provide SC with a customary certificate of destruction, or (ii) returned to SC or any third party designated by SC, both not later than one (1) week after the termination.

Each Party agrees to indemnify and holds harmless the other Party from any claim or loss arising out of any breach by the respective Party or any of its subdistributors/sublicensees/subagents of any of the terms, representations, warranties or covenants set out herein. Each Party may only seek to recover direct damages occasioned by any material breach. Each Party waives any right to seek special, consequential or punitive damages, including "lost profits" from any breach, provided that nothing in this Agreement shall limit Licensee's obligation to indemnify SC for all damages suffered by SC as a result of the exploitation by Licensee (or its subsidiaries, parents, affiliated companies or sub-licensees) of the Licensed Rights in the Picture(s) not licensed hereunder, outside of the Territory, or before or after the Term, including, without limitation, "lost profits" and/or consequential damages.

(k) Electronic signature: Any signature (including any electronic symbol or process attached to this Agreement and adopted by SC and Licensee with the intent to sign, authenticate or accept this Agreement) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including Article 1367 of the Civil Code and/or Regulation (EU) No. 910/2014 of the European Parliament and of the Council of July 23, 2014 on electronic identification and trust services for electronic transactions in the internal market, and the Parties hereby waive any objection to the contrary. SC and Licensee expressly undertake not to contest its admissibility, enforceability or probative value on the basis of its electronic nature.

(l) - Severability: If any term or provision of this Agreement is found to be invalid, illegal or incapable of being enforced, that provision shall be deemed severed from the Agreement, and of no effect, but all other terms and provisions shall remain in full force and effect so long as the economic or legal substance of the transaction is not affected.

(m)-Compliance:

Anticorruption. During the term of this Agreement, the Parties agree to comply with and not violate or cause the other Party to violate any applicable anti-corruption laws or regulations, including, but not limited to: the U.S. Foreign Corrupt Practices Act, dated December 19, 1977, as amended; the U.K. Bribery Act, dated April 8, 2010; and the French Law No. 2016-1691 dated December 9, 2016, on transparency, the fight against corruption and the modernization of economic life.

The Parties will comply with all applicable prohibitions on transactions with legal entities, organizations, governments, or individuals subject to national or international sanctions adopted by the United Nations, the United States, and the countries belonging to the European Union (each a "Sanctions List"). The Parties certify that [neither them nor any one of their shareholders or partners, board members, directors, employees, subcontractors, agents or any other third party acting on its behalf in the context of the execution of this Agreement is a person or organization listed on any Sanctions List.

The Parties also undertake to comply with the principles and rules of conduct ("Anti-corruption code") applicable to SC, available on its website (<https://www.vivendi.com/wp-content/uploads/2020/10/Anti-corruption-Code-VA-Septembre-2018.pdf>) or any other equivalent commitment formally undertaken by Licensee.

Thus, during the term of this Agreement, the Parties represent and warrant that:

It has not and will not, directly or indirectly through a third party, offer, pay, promise to pay, or authorize the payment of money or give anything of value to any person, including (i) any person who is an official, officer, agent, employee or representative of any governmental body as well as any person acting in an official capacity for or on behalf of thereof, (ii) any political party or official thereof, (iii) any candidate for political office, or (iv) any officer or employee of a public international organization or their families, for purposes of obtaining, directly or indirectly, any improper advantage or benefit for either Licensee or SC in connection with this Agreement.

The Parties agree to take all reasonable measures to ensure that its principles, directors, employees, subcontractors, agents or any other third party acting on their behalf in relation to the agreement will comply with this Article.

Duty of Vigilance and CSR. The Parties undertake to comply with all national and international standards relating to social and human rights, ethical and compliance issues as well as environmental issues, notably those arising from the United Nations Global Compact, the International Charter of Human Rights, the International Labour Organization and the OECD.

As part of its commitment relating to compliance matters and corporate social responsibility, SC, being a subsidiary of Vivendi SE, implemented a "Sustainable Purchasing Policy", available on its website (<https://www.vivendi.com/wp-content/uploads/2022/02/Sustainable-Purchasing-Policy-Vivendi-December-2020.pdf>), which sets out the principles applicable to purchasing and supply chain activities.

The Parties will ensure compliance with all the commitments arising from this Article and this Sustainable Purchasing Policy or any other equivalent commitment formally made by Licensee, which constitute essential obligations to its conclusion and proper performance. The Parties undertake to ensure that the commitments communicated to all of its interlocutors involved in the performance of this Agreement and that to take all reasonable measures to ensure that its employees, companies and affiliated entities, subcontractors and suppliers, agents, or any third party involved directly or indirectly in any way in the execution of this Agreement, also comply with these obligations.

Common provisions. Each Party undertakes to inform the other Party without delay of any risk of breach of these obligations and about the corrective measures implemented, and if one Party notifies the other Party of any suspected breach, it shall cooperate in good faith in determining whether such breach has occurred and, if necessary, the associated corrective measures.

Each Party undertakes to provide, upon the request of the other Party or of any authorized person, and for the sole purposes of this Article, the contact details (e.g., name of the site, exact address, number of employees) of its suppliers, subcontractors or entities manufacturing the products or equipment, or providing services, used within the framework of the established commercial relationship.

If one Party is found to have failed to comply with any of the obligations set forth in this Article, the other Party shall be entitled to treat the breach as a material breach of this Agreement and thus to exercise any rights or remedies it may have under this Agreement or by law.



(n) Governing law and dispute resolution: this Agreement shall be governed by and interpreted under French law. Any dispute arising under this Agreement shall be subject to the jurisdiction of Paris, France.

(o) Arbitration: notwithstanding the foregoing, SC may decide in its sole discretion to have any dispute arising under this Agreement administered and resolved by binding arbitration administered by the International Centre for Dispute Resolution in accordance with ICDR International Arbitration Rules for IFTA Arbitrations.

This Agreement incorporating the attached Exhibit(s) is a binding agreement between the Parties upon execution, and supersedes all previous written or oral agreements or understandings between the Parties regarding the distribution of the Picture(s) in the Territory. Any change/amendment to this Agreement must be made in writing. The IFTA©International Standard Terms (V2022) and IFTA©International Schedule of Definitions (V2022) are incorporated herein by reference, provided the terms of the Agreement shall prevail in case of conflict.

**STUDIOCANAL S.A.S.** By / Its: Pauline Saint-Hilaire  
Head of International Library Sales

**DISTRIBUTOR** By / Its: Igor Slanina  
Deputy General Director

Signature\_\_\_\_\_

Signature\_\_\_\_\_

**EXHIBIT A**PICTURES

MILO CODE	ORIGINAL VERSION (Year of Production)	DIRECTOR	START DATE	END DATE	No of Runs	Channel	LICENSE FEE (in EUR)	
023796	Old Surehand (1965)	Alfred Vohrer	01/06/2025	31/05/2027	2	Jednotka		
023789	Schatz im Silbersee (1962)	Harald Reinl	01/06/2025	31/05/2027	2	Jednotka		
023793	Unter Geiern (1964)	Alfred Vohrer	01/06/2025	31/05/2027	2	Jednotka		
023790	Winnetou I (1963)	Harald Reinl	01/06/2025	31/05/2027	2	Jednotka		
023792	Winnetou II (1964)	Harald Reinl	01/06/2025	31/05/2027	2	Jednotka		
023795	Winnetou III (1965)	Harald Reinl	01/06/2025	31/05/2027	2	Jednotka		
023797	Winnetou und das Halbblut Apanatschi (1966)	Harald Philipp	01/06/2025	31/05/2027	2	Jednotka		
023798	Winnetou und sein Freund Old Firehand (1966)	Alfred Vohrer	01/06/2025	31/05/2027	2	Jednotka		
014525	Trois mousquetaires : La vengeance de Milady (1961)	Bernard Borderie	01/12/2025	30/11/2027	2	Jednotka		
014513	Trois mousquetaires : Les ferrets de la reine (1961)	Bernard Borderie	01/12/2025	30/11/2027	2	Jednotka		
023794	Ölprinz (1965)	Harald Philipp	31/12/2025	30/12/2027	2	Jednotka		
								<b>64 500 €</b>

**EXHIBIT B**SCHEDULE OF DEFINITIONS**On Demand Rights Definitions:**

**On Demand (or “Demand View”)**, means the mode of exploitation of a Picture whereby the recipient gets an access to a Picture upon request for the viewing of such Picture in an encrypted linear form without alteration of the original continuity of, or sequences of images comprising a Picture, only through a secure device or system controlled by Distributor or Distributor’s sub-distributor and originates from a location which is separate from the recipient’s location for viewing only on a television receiver or Computers (including handheld and wireless devices such as a Mobile Device) within a private living place, such viewing to be at any time selected by the viewer, for which the viewer must pay a fee depending on the type of specific exploitation as defined below.

Any Downloading shall incorporate all commercially reasonable and current DRM technology and anti-circumvention technology that continually restricts unauthorized copying, accessing, streaming or downloading. The permanent Downloading shall always be limited to a certain number of transfers and burnings as set forth in the Deal Terms.

“On Demand” (or “Demand View) Rights, shall include:

**TVOD (or “Transactional Video-On-Demand”)**, for which the viewer must pay a single or per-picture fee (which amount shall be in accordance with the practice of the market in the Territory), in exchange for one viewing or multiple viewing, only within a limited period of time, of such Picture such viewing to be at any time of day selected by the viewer via Internet Streaming.

**Electronic Sell-Through (or “EST” or “VOD Sell-Through” or “Download to own”)**, for which the viewer must pay a single or per-picture purchase fee (which amount shall be in accordance with the practice of the market in the Territory) in exchange of the right to permanently Download a Picture, so that the viewer may keep a permanent copy of a picture and view at anytime and how often desired. The permanent Internet Downloading shall always be limited to a certain number of transfers and burnings as set forth in the Deal Terms.

**AdVOD (or “Advertising Supported Video-On-Demand” or “Advertising Video-On-Demand”)**, for which the payment is derived from advertiser support (duly allocated among a Pictures offered in accordance with the actual use (i.e. number of viewings) of a Picture) in exchange for one viewing or multiple viewing of such Picture Such transmission may be either for immediate exhibition via Internet Streaming of such Picture.

**FVOD (or “Free Video-On-Demand Rights ”)**, for which no payment (other than the statutory television licence fee and the purchase or rental cost of any necessary aerial or set-top box or other reception device) is levied to the viewer in exchange for one viewing or multiple viewing of such Picture. Such transmission may be either for immediate exhibition via Internet Streaming of such Picture.

**SVOD Rights Definition:**

**SVOD (or “Subscription Video-On-Demand”)**, where a Picture is packaged together with other Picture(s) or program(s), for which the viewer must pay a subscription fee (payable no less frequently than monthly and which amount shall be in accordance with the practice of the market in the Territory) for all packaged Pictures or programs in exchange of the right for one viewing or multiple viewing of such Picture. Such transmission may be either for immediate exhibition via Internet Streaming.

**Television Rights Definitions:****Free TV Rights Definitions:**

**Free TV** means Terrestrial Free TV, Cable Free TV, and Satellite Free TV exploitation of a Picture. but does not include any form of PayPerView, Pay TV, Internet or ClosedNet form of exploitation of a Picture.

**Terrestrial Free TV:** over-the-air broadcast by Hertzian waves of a Picture copy for television reception in private living places without a charge to the viewer for the privilege of viewing the Picture, provided that for this purpose government television assessments or taxes (but not a charge for PayPerView or Pay TV) will not be deemed a charge to the viewer.

**Cable Free TV:** the originating transmission by coaxial or fiber-optic cable of a Picture copy for television reception in private living places without a charge to the viewer for the privilege of viewing the embodied Picture, provided that for this purpose neither government television assessments or taxes nor the regular periodic service charges (but not a charge for PayPerView or Pay TV) paid by a subscriber to a cable television system will be deemed a charge to the viewer.

**Satellite Free TV:** the uplink broadcast to a satellite and its downlink broadcast to terrestrial satellite reception dishes of a Picture copy for television viewing in private living places located in the immediate vicinity of a viewer’s reception dish without a charge to the viewer for the privilege of viewing the embodied Picture, *provided that* for this purpose government satellite dish or television assessments or taxes (but not a charge for PayPerView or Pay TV) will not be deemed a charge to the viewer.

**Basic Television Distribution (Basic TV):** Scheduled exhibition of Picture(s) by means of a television program service or channel, delivered to recipients by means of a delivery system excluding carriage by over-the-air hertzian waves and that is not intelligibly

receivable by means of standard roof-top or television set built-in antennas and for which there is no separate fee charged to recipients to receive any particular program service or channel other than a basic obligatory subscription charge to receive a package of program services or channels.

**Pay TV Rights Definitions:**

**Pay TV** means *Terrestrial Pay TV*, *Cable Pay TV*, *Satellite Pay TV*, and *PayPerView* exploitation of a Picture via any of the Permitted Means of Distribution of a Picture but does not include any form of, *Free TV*, *Internet* or *ClosedNet* exploitation of a Picture.

**Terrestrial Pay TV:** over-the-air broadcast of a Picture copy by means of encoded Hertzian waves for television reception where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Picture along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Picture and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

**Cable Pay TV:** an originating transmission of a Picture copy by means of an encoded signal over cable for television reception where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that transmits the Picture along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Picture and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

**Satellite Pay TV:** the uplink broadcast of a Picture copy by means of an encoded signal to a satellite and its downlink broadcast to terrestrial satellite reception dishes for television viewing located in the immediate vicinity of the reception dishes where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Picture along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Picture and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

**Pay-Per-View Distribution (PPV):** Scheduled exhibition of Picture(s) such that recipients are provided with the limited right to view single exhibitions (or multiple exhibitions within a designated time frame) for television reception in homes and similar permanent living places, and are charged a distinct fee for such right generally on a per-program or per-exhibition basis (except for promotional giveaways or similar discounts).

**Internet Rights Definitions:**

*Internet* means the interconnected facilities of a publicly available communications network which uses Internet Protocol for data transmission to Computers (including handled and wireless devices such as Mobile Devices) connected to that network.

*Internet Rights* means *Internet Downloading* and *Internet Streaming* exploitation of a Picture.

**Internet Downloading** means making available publicly a digital Picture copy on the World Wide Web portion of the Internet in a manner that allows its transmission to an authorized Computer (including handled and wireless devices such as Mobile Devices) for making another exact digital copy of the embodied Picture and retaining that copy for personal use for more than a transient period of time after completion of transmission. *Internet Downloading* does not include any form of *Internet Streaming*.

**Internet Streaming** means making available publicly a digital Picture copy on the World Wide Web portion of the Internet in a manner that allows continuous viewing of the copy of the embodied Picture on an authorized Computer (including handled and wireless devices such as Mobile Devices) in a substantially linear form substantially simultaneously with the transmission of such copy over the Internet but which does not allow making another digital copy except for a transient period of time necessary to facilitate such viewing. *Internet Streaming* does not include any form of *Internet Downloading*.

**Additional Definitions:**

**Affiliate** means any person, including any officer, director, member, employee or partner of a person controlled by, controlling or under common control with a Party.

**Broadcast (broadcast)** means the communication to the public of a Picture copy by means of Hertzian waves, wire, cable casting, wireless diffusion, radio waves or satellite in a manner that allows the Picture copy to be viewed on a television, but without use of an Internet Protocol. *Broadcast (broadcast)* means *telecast*.

**Catch-Up TV Use** means an authorized use allowing Distributor to make a Picture available to its authorized subscribers by Streaming on the Internet or on a website operated by a telecaster duly authorized to exploit such rights, for a viewing at a time selected by the viewer, for a limited period of time as provided in the Agreement.

**Digital Rights Management (DRM)** means a sequence of software or hardware instructions embodied in, related to or activated by a Picture copy that controls or manages copying, viewing, altering, or accessing the Picture, its content or elements or associated Rights Management Information.

**Party** means either SC or Distributor. **Parties** mean each Party to the Agreement.

**Run** means one (1) telecast of a Picture during a certain period over the non-overlapping telecast facilities of an authorized telecaster such that the Picture is only capable of television reception within the reception zone of such telecaster once during such period. A simultaneous telecast over several interconnected local stations (*i.e.* on a network) constitutes one (1) telecast; a telecast over non-interconnected local stations whose signal reception areas do not overlap constitutes a telecast in each station's local broadcast area.

***Simultaneous Retransmission*** means the simultaneous, unaltered and unabridged retransmission by an operator other than the authorized telecaster of a Picture by cable, microwave, satellite or telephone system or via the Internet for reception by the public of an initial transmission. Broadcasters in the Territory making their broadcasts simultaneously available on the Internet, shall ensure that Internet availability will only occur simultaneously with a broadcast of the Picture(s), and will incorporate technological safeguards that restrict copying or Downloading of the Picture(s) while on the Internet.