

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

Zmluvní partneri:	TF1 STUDIO (súčasť Newen Connect) 14, Avenue Gustave Eiffel 78180 Montigny le Bretonneux Francúzsko VAT: FR50381879733 zastúpená: Mrs. Leona Connell
	a
	Slovenská televízia a rozhlas Mlynská dolina, 845 45 Bratislava IČO: 56 398 255 IČ DPH: SK2122292832 Štatutárny orgán: Mgr. Igor Slanina Zástupca generálneho riaditeľa zapísaná: Obchodný register Mestského súdu Bratislava III., Oddiel: Po, Vložka č: 8978/B
Program:	Rocco a jeho bratia - 170´
Práva a definície:	Nákup licenčných práv filmu pre vysielanie STVR na televíznej programovej službe Dvojka
Trvanie zmluvy:	Licenčná doba 1 mesiac, od 19.08.-18.09.2024
Licencia na územie:	Slovenská republika
Povolený jazyk:	Slovenský dabing/titulky
Počet vysielaní:	1 vysielanie – vrátane reprízy do 24 hod.
Vysielacie práva:	Terestriálne – Free TV práva vrátane káblovej a satelitnej retransmisie na teritóriu SR
Licenčný poplatok:	1.500,- EUR
Splatnosť licencie:	Jedna splátka 1.500,- EUR - 100% po podpise zmluvy do 30 dní od doručenia faktúry

Podmienky dodania materiálu:

Materiál máme k dispozícii.

Technické náklady za materiál:

Žiadne

Technické parametre materiálu:

Materiál máme k dispozícii.

Pristup k jazykovej verzii:

Súhlas partnera s využitím slovenskej jazykovej verzie vyrobenej iným vysielateľom na teritóriu.

Pristup majiteľa licencie k slovenskej jazykovej verzii vyrobenej na náklady STVR možný za úhradu 50% výrobných nákladov.

bod: Authorized Language v časti zmluvy Special Terms.

Ustanovenie o zákonnej povinnosti zverejnenia zmluvy:

doplnené v bode Special condition v časti zmluvy Special Terms.

za TF1 STUDIO

za STVR

Leona Connell

**Mgr. Igor Slanina
Zástupca generálneho riaditeľa**

DISTRIBUTION LICENSE AGREEMENT

By and Between

Licensor	TF1 STUDIO , a company with a share capital of 15,000,000€, registered under R.C.S Versailles 381 879 733, VAT # FR50381879733, registered Head Office at 14, Avenue Gustave Eiffel, 78180 Montigny le Bretonneux, FRANCE, (Tel: 33.1.41.41.17.82 / Fax: 33.1.41.41.35.08) represented by Ms. Leona Connell, its Chief Commercial Officer
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And

Licensee	SLOVENSKÁ TELEVÍZIA A ROZHLAS (VAT No. SK2122292832) registered Head Office at Mlynska Dolina, 845 45, BRATISLAVA, SLOVAK REPUBLIC, represented by Mr. Igor Slanina, its Deputy General Director,
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Licensor and Licensee are together referred as the "Parties".

The "Agreement" means the License Agreement, which consists of the Special Terms and the Standard Terms and Conditions. Reference is hereby made to the Standard Terms and Conditions attached hereto, which are fully applicable and incorporated herein to duly complete and to be completed by the Special Terms. In the event of any conflict between these Special Terms and the Standard Terms and Conditions of this Agreement, the Special Terms shall always prevail.

SPECIAL TERMS

The Picture	Title: <i>(provisional or definitive)</i> ROCCO E I SUOI FRATELLI Directed by: Luchino VISCONTI Cast: Alain DELON, Renato SALVATORI, Annie GIRARDOT Original language: Italian
License Period	1 (One) month starting from August 19 th , 2024
Territory	The Granted Rights (as defined below) are granted for the following countries (hereinafter "the Territory"): Slovakia
Granted Rights	Subject to full payment of the Consideration defined hereinafter in Special Terms, Licensee shall be granted the following rights in the Program (s) in the Territory for exploitation during the License Period and in the Authorized Languages only:

Rights		Granted	Not Granted
Television	Free Television	X	
	Pay Television		X
	Preview		X
	Catch up		X
Home Video	Sell Through		X
	Rental		
	Kiosk		
	DTO		X
	DTR		X
On Demand	TVOD		X
	SVOD		X
	FVOD		X
	AVOD		X
Ancillary	Airlines		X
	Ships Train Road Network		X
	Hotel		X
<p>Granted Rights can only be exploited by Licensee on the Offered Services and for their subscribers. All rights not specifically granted to the Licensee in this Agreement are reserved to Licensor.</p>			
Exclusivity	Granted Rights are granted to Licensee on an exclusive basis.		
Offered Services	Dvojka		
Number of Runs	1 Run being understood that each Run includes 1 fast re-run to be taken within 24 (Twenty-four) hour of the Run.		
Authorized Language	<p>Original version subtitled and/or dubbed and/or voice-overed in the official language in the Territory (that is Slovak) (hereafter the "Authorized Languages")</p> <p>Licensee shall be entitled to create dub and/or subtitle version of the Program in the Authorized Language, subject to article 11 of the Standard Terms and Conditions.</p> <p>Licensor shall have and fully cleared access to the version created by Licensee against the payment of 50% (fifty per cent) of the actual and proven costs of the creation of the version.</p> <p>Granted Rights are non-exclusive in the Territory against (i) any other</p>		

	language than the Authorized language and (ii) against any Licensor's sale to a multi-territory channel (such as TV5 ...) in any language.
Transmission commitment	If the last authorized broadcast of the Program(s) in the Territory occurs before the end of the License Period, the Rights Granted hereunder will revert automatically to Licensor within 30 (thirty) days following the last authorized broadcast of the Program(s).
Consideration	As Consideration of the Granted Rights, Licensee shall pay to the Licensor the flat sum of 1,500 € (One thousand and Five Hundred euros), which is a non-refundable License Fee. License Fee shall be paid in accordance with the Payment Terms hereafter.
Payment Terms	The Consideration (exclusive of VAT, Withholding taxes or any other taxes) defined in section Consideration, due by Licensee to Licensor shall be paid as follows: <ul style="list-style-type: none"> - 100% upon signature of the Agreement; All payment should be made in Euros by bank transfer within 30 (thirty) days of receipt of the corresponding invoice. Payments should be made by bank transfer to : <div style="border: 1px solid red; height: 60px; width: 100%; margin: 5px 0;"></div> Time is of the essence of this Agreement with regards to any payment and an express condition precedent to the vesting of any Granted Rights to Licensee.
Transmission and Promotional Material to deliver	The parties acknowledge that Distributor is already in possession of the materials for the Picture and therefore Licensor is under no obligation to provide any material to Distributor in respect of the Program.
Delivery cost	N/A
Delivery date	N/A
Promotion of the Program	In addition to any and all provisions of the Standard Terms and conditions, all communication and marketing plan of the Program in the Territory shall be made by mutual agreement between the Parties.
Contacts details	For Licensor: Géraldine LEPICARD (glepicard@newenconnect.com) For Licensee : Katarina Slovakova (katarina.slovakova@rtvs.sk) Contact for Delivery : Peter Jantoščiak Adress: Mlynska Dolina, 845 45, BRATISLAVA, SLOVAK REPUBLIC Tel: +421-2-60611245 Email: peter.jantosciak@rtvs.sk

Special condition:

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

Pursuant to French Act No. 2000-230 of 13 March 2000 adapting the law of evidence to information technology and relating to electronic signatures, the Parties may execute this Contract as an electronic document or a PDF file. Accordingly, they acknowledge that this electronic document or PDF file constitutes the original document and that it will be drawn up and retained by Licensor in conditions allowing the signatories of the document to be duly identified and safeguarding the integrity thereof. The Parties undertake not to challenge the admissibility, enforceability or probative value of the document on the grounds of its electronic format.

The Parties may use a "single-use certificate", in the form of a reliable identification method guaranteeing its link with the document signed electronically, in accordance with Article 1367 of the French Civil Code (Code Civil). To this end, Licensor proposed to Licensee, which accepted, that they should use the method made available to Licensor through its partnership with an external provider as referred to in Article 1.11 of French Decree No. 2001-272 of 30 March 2001 of the French Council of State (Conseil d'Etat).

LICENSOR
TF1 STUDIO

LICENSEE
SLOVENSKÁ TELEVÍZIA A ROZHLAS

Leona CONNELL
Chief Commercial Officer

Igor SLANINA
Deputy General Director

STANDARD TERMS AND CONDITIONS

DEFINITIONS

“Agreement”, as referred to hereinafter, shall consist of General Terms, Special Terms and any Appendix that may be executed by the parties thereto, Special Terms prevailing over General Terms in case of contradiction.

For the purpose of the present Agreement,

“Program(s)” means the Program(s) specified in the Special Terms.

“Rights Granted” means the rights granted by Licensor to Licensee as specified in the Special Terms.

Run: means the number of transmissions/broadcasts of a Program(s), which are permitted pursuant to this Agreement in each country within the Territory during the License Period. Transmissions of the Program(s) pursuant to any pay per view, Catch Up, multiplexed/time shifted channels, or video on demand rights shall not be taken into account for the purposes of calculating the number of Runs, and simultaneous retransmission does not constitute an additional Run.

“Television Rights” means Free Television and Pay Television, Preview and Catch up rights as defined hereafter.

“Free Television” means transmission of the Program(s) on a linear basis on a television service for reception in private or temporary living accommodations, without a charge being made to the viewer for the privilege of viewing the Program(s). This free television service may be transmitted by cable, satellite, terrestrial, SMATV, MMDS, ADSL, xDSL, DSL-IP, IPTV (over DSL, cable or any technical means), DTT, FTTx, Web-to-PC, the Internet, wireless, all forms of mobile technology and/or any means of transmission now known or hereafter devised for viewing on, without limitation, televisions, computers, mobile telephones, handheld devices and tablets, games consoles and/or other viewing devices whether portable or not. For purpose of this definition, neither governmental television receiver assessments and/or taxes, will be deemed a charge to the viewer.

Free Television does not include any form of VOD or other exhibition not specified herein.

“Pay Television” means transmission of the Program(s) on a linear basis on a television service for reception in a private or temporary living accommodations, subject to the payment of a charge by the viewer (i.e. the Offered Service(s) subscriber) for the right to use the decoding device for viewing any special channel that transmits the Program(s) along with programming schedule. The pay television service may be transmitted by cable, satellite, terrestrial, SMATV, MMDS, ADSL, xDSL, DSL-IP, IPTV (over DSL, cable or any technical means), DTT, FTTx, Web-to-PC, the Internet, wireless, all forms of mobile technology and/or any means of transmission now known or hereafter devised for viewing on, without limitation, televisions, computers, mobile telephones, handheld devices and tablets, games consoles and/or other viewing devices whether portable or not.

Pay Television does not include any form of Video on Demand or other exhibition not specified herein.

“Preview” means FVOD/AVOD exploitation sold in conjunction with authorized broadcasters' license that may only be exploited on a platform owned or co-owned, operated or co-operated and programmed and branded by the authorized broadcaster with the first episode

only being available for no more than eight (8) days before its initial linear broadcast only.

“Catch up” means a service whereby the Program is made available under the broadcaster brand for viewing at a time selected by the viewer within a limited window from the day of each linear transmission defined in the Special Terms; and with a maximum episodes per series, available on the said catch up service, recently broadcasted, as further detailed in the Special Terms.

“Home Video Rights” means the exploitation of the Program(s) embodied in a Videogram (in a videocassette or in a DVD or in a video-disc) which is rented (**Rental**) or sold (**Sell Through**) to the viewer for the sole purpose of a non-public viewing of the embodied Program(s) in a linear form in private living accommodations where no admission fee is charged with respect to such viewing. Home Video Right doesn't include the public performance, diffusion, exhibition or broadcast of any Videogram.

“Home Video Device” or « Videogram » shall mean videocassettes in the half-inch VHS format, laserdiscs, digital versatile discs (“DVD”), Blu-Ray and all other linear formats now known or hereafter invented.

“Kiosk” means the sale of Videograms in connection with a magazine in the kiosk market and newsstand.

“Educational Public Performance Rights” shall mean the right of a school, library, or public institution to play back Videograms of the Program(s) on its own premises to limited groups on a non-pay, non-sponsored basis.

“Institutional” means exploitation of the Program(s) only for direct exhibition before an audience by and at the facilities of either organizations not primarily engaged in the business of exhibiting Program, such as in educational organizations, churches, restaurants, bars, clubs, libraries, trade fairs, sales exhibitions, festivals and similar events, Red Cross facilities, oil rigs and oil fields, or governmental bodies such as in embassies, military bases, military vessels and other governmental facilities flying the flag of the licensed.

Ancillary Rights means Airline, Ship, Train, Freeways, Road Network, Airport and Hotel exploitations of a Program.

Airline means the right to exploit the Program(s) for direct exhibition in airplanes which are operated by an airline flying the flag of any country, for flights between the Territory and any country served by the airline.

Ship means exploitation of the Program(s) only for direct exhibition in sea or ocean going vessels that are operated by a shipping line flying the flag of any country in the Territory for which Ship exploitation is granted, but excluding shipping lines that are customarily licensed from a location outside the Territory or that are only serviced in but do not fly the flag of a country in the Territory.

Train means the right to exploit the Program(s) for direct exhibition in trains which are operated by any train company flying the flag of any country, for trains between the Territory and any country served by the train.

Freeways means the right to exploit the Program(s) for direct exhibition in cars, via freeway broadcasting networks, between the Territory and any country served by the freeway.

Road Networks means exploitation of the Program(s) only for direct exhibition in networks of freeway services stations, hotels, motels, roadside restaurants and shops.

Airport means exploitation of the Program(s) only for direct exhibition on airport television

systems serving airports within the Territory.

Hotel means exploitation of the Program(s) only for direct exhibition in temporary or permanent living places, such as hotels, motels, apartment complexes, co-operatives or condominium projects, by means of close-circuit television systems where the telecast originates within or in the immediate vicinity of such living places.

On Demand Rights means Transactional VOD, Subscription Video On Demand, Advert-supported Video on demand, Free Video-on-Demand, DTO/EST, DTR exploitation of the Program,

“Transactional VOD “ or “TVOD” means the exploitation of a Program, solely on a non-Ad Supported basis and non-recurring fee basis, where the timing of viewing is not scheduled, but rather is at the consumer's discretion, and for which the consumer is charged a separate (*i.e.*, per Program(s) or per episode) transactional fee, for the right to view each Program(s) on a private and personal basis for a limited period of time not to exceed forty-eight (48) hours from the time viewing is initiated by the consumer.

“Subscription Video-on-Demand (“SVOD”)” means the electronic delivery and/or exhibition of a Program(s), where: (i) the commencement time for the transmission of the Program(s) is at the subscriber's sole discretion, and is not predetermined or scheduled by the program service; (ii) the transmission of the Program(s) originates from a source outside of the subscriber's residence; (iii) the transmission of the Program(s) is linear and uninterrupted; (iv) the subscriber may view the Program(s) an unlimited number of times during the period of time for which the subscriber has paid the subscription fee for access to the channel and/or service; and (v) the subscriber is charged a regular periodic fixed subscription fee.

« Advert-supported Video on demand » (« AVOD ») means the delivery and/or exhibition of a Program(s) where the consumer is required to view or is otherwise exposed to commercial/advertising messages or interruptions (whether display, interstitial or otherwise).

“Free Video-on-Demand” (“FVOD”) means the right to temporary download the Program(s) in electronic form as for to ensure delivery and/or exhibition of a Program where the timing of such delivery and/or exhibition is not pre-determined, but rather is at the consumer's discretion (*i.e.*: on-demand), and in connection with which the consumer is not charged any fee or access charge, whether transactional, recurring, periodic, or otherwith a view The service and the Program(s) shall NOT be funded nor interrupted by advertising nor sponsorship.

Download to Own Rights (DTO)” or Electronic Sell-Through Rights” (“EST”)” means the electronic delivery and/or exhibition of a Program(s) solely, on a non-Ad Supported and non-recurring fee basis, where the timing of viewing is not pre-determined, but rather is at the consumer's discretion, and for which, and for the right to permanently download, retain and/or have access to such Program(s) for personal and private use, the consumer is charged a separate (*i.e.*, per Program(s) or per episode) transactional fee.

“Download to Rent Rights (DTR)” means the electronic delivery and/or exhibition of a Program(s) solely, on a non-Ad Supported and non-recurring fee basis, where the timing of viewing is not pre-determined, but rather is at the consumer's discretion, and for which, and for the right to temporarily download, retain and/or have access for a limited period of time to such Program(s) for personal and private use, the consumer is charged a separate (*i.e.*, per Program(s) or per episode) transactional fee.

“Merchandising Right” means the right to make and exploit items specified in Special Terms deriving from elements of the Program(s) (characters, sets and dressings, story) without release of the Program(s) itself.

“Gross Receipts” shall mean amounts equal to all monies actually received by or credited to Licensee or its sublicensees (if any) from the exploitation of the Granted Rights within the Territory without any deduction whatsoever.

“Recoupable Distribution Costs” means all direct auditable, out-of-pocket, reasonable and necessary costs, exclusive of salaries and overhead, less any discounts, credits, rebates or similar allowances, actually paid by Licensee for exploiting each Granted Right in arms-length transactions with third parties, all of which will be advanced by Licensee and recouped under this Agreement, for :

- Customs duties, import taxes and permit charges necessary to secure entry of the Program into the Territory;
- Notarization, translation, registration and similar costs relating to obtaining or securing copyright registration, title registration, import clearances or similar activities for the importation, exploitation or protection of the Program in the Territory but only to the extent reasonably pre-approved by Licensor and if Licensor advances any such fees or costs Licensee will promptly reimburse Licensor for them on demand;
- Sales, use, VAT, admission and turnover taxes and related charges assessable against any Gross Receipts realized from the exploitation of the Granted Right but not including corporate income, franchise or windfall profits taxes or remittance or withholding taxes assessable against amounts payable to Licensor;
- Shipping and insurance charges for Delivery of the Materials to Licensee but not including any amounts for shipping within the Territory or for returning the Materials to Licensor;
- Costs of subtitling or dubbing, if authorized in the Special Terms but only in the Authorized Language(s);

“Consideration” shall mean the amount or amounts set out in the Special Terms due by Licensee to Licensor for each and every Granted Rights pursuant to this Agreement.

ARTICLE 1: LICENSE

Licensor hereby agrees to grant Licensee such Granted Rights over the Program(s) as defined in the Special Terms (“Granted Rights”) and Licensee agrees to exercise said Granted Rights solely within the terms and conditions set forth in the Agreement as a limited license. Granted Rights are granted on an exclusive or a non-exclusive basis, as specified in Special Terms. The license herein granted to Licensee is, and shall be limited to, the right to exploit each Program(s) in the manner and for the License Period herein expressly provided. Any and all rights in any of the Programs and the literary and/or musical materials contained in or upon which said Programs may be based, which have not been expressly granted to Licensee by this Agreement are reserved to Licensor and may be exercised, granted, exploited and disposed of by Licensor concurrently with and throughout the License Period of this Agreement, freely and without limitation or restriction.

Each Granted Right will only vest in Licensee after Licensee pays Licensor when due the portion of the Consideration allocated to such Granted Right in the Special Terms, or, if there is no allocation, the entire Consideration, unless otherwise provided in the Special Terms.

ARTICLE 2: EXCLUSIVITY

Licensor warrants Licensee that it has the absolute right to grant to Licensee all the Rights granted under the present Agreement, and that it will not enter into any other agreement with any third party in such manner that may affect or impair the Rights Granted to Licensee under the Agreement.

Should Special Terms specify that Licensee is granted exclusive Rights for one or several Program(s) in the Territory, Licensor may nevertheless grant rights for the Program(s) to third

parties, provided that (i) the Authorized Language for which rights are granted, or (ii) if the Authorized Language is the same the rights granted, differ from those granted to Licensee under provisions of the Special Terms. For the avoidance of doubt, it is specified that Licensor may grant in the Territory to a third party:

- the same rights as the ones granted to Licensee for a Program(s) in its original version subtitled, dubbed and or voice-overed in any other language than the Authorized Language specified in the Special Terms,
- and/or any rights not specifically granted to Licensee in the same language as the Authorized Language, except if a holdback is specified in the Special Terms.

ARTICLE 3: TERRITORY

Granted Rights are granted through the Agreement in the Territory and may in no case be exercised outside boundaries of the Territory, it being understood that Licensee may in no case, should Granted Rights includes Television Rights, be entitled to any broadcast, other than incidental (overspill), of the Program(s) over other territories.

The exploitation of the Program(s) via electronic services shall be geo-blocked for access within the Territory only.

ARTICLE 4: OVERSPILL

Licensor acknowledges that if the Program(s) is licensed for satellite transmissions, such transmissions may be capable of reception outside the Territory, i.e. overspill. Licensee acknowledges, however, that its right to exploit the Program(s) is limited to the Territory, and Licensee agrees that it will not market or in any manner facilitate reception of the Program(s) outside the Territory. Licensee further acknowledges that it may be subject to overspill of the Program(s) within the Territory from other licensees of Licensor and agrees that such overspill shall not constitute a breach of this Agreement, particularly including any provision herein granting Licensee exclusive rights in the Territory.

The simultaneous relay of any transmission of the Program(s) or any part(s) thereof outside the Territory which is under the authority of international agreement and/or for which a system for making copyright payments to copyright holders through a collection agency such as AGICOA exists shall not be in breach of this Agreement.

ARTICLE 5: PAYMENT OF CONSIDERATION

In consideration of Granted Rights, Licensee agrees to pay Licensor the Consideration and/or the Royalties (if applicable) specified in the Special Terms, and except as provided below in Article 8, without deduction of any kind. Payment shall be due and payable at the time or times specified in the Special Terms, and shall be made at the address stated in the Special Terms. All payments required to be made under the terms of this Agreement shall be made by wire transfer to Licensor's bank account specified in the Special Terms, subject to receipt of the invoice.

Subject to the receipt of each corresponding invoice, timely payment of all amounts due to Licensor is of the essence of this Agreement and an express condition of Licensee's right to exploit any Granted Right. Any payment not made by its due date will, in addition to any other right or remedy of Licensor, incur a finance charge at 3% above 6 months EURIBOR and Licensee shall pay such interest to Licensor immediately upon written notification by Licensor. This finance charge will accrue from the date the payment was due until it is paid in full.

All payments will be in Euros or United States dollars or other freely remittable currency designated by Licensor. All payments will be computed at the prevailing exchange rate on the date due at a bank timely designated by Licensor. For a late payment Licensor will be entitled to the most favorable exchange rate between the due date and the payment date. The

parties agree that the risk of devaluation of the Euro or United States dollar or other currency designated by Licensor against the currency of the Territory will be Licensor's sole risk; the risk of the devaluation of the currency of the Territory against the Euro or United States dollar or other currency designated by Licensor will be Licensee's sole risk.

Exchange Provisions, Recoupment: Licensee will calculate and recoup the Minimum Guarantee and all Recoupable Distribution Costs only in Euro or United States dollars. Any payments not made in such currency will be converted to such currency for recoupment purposes using the exchange rate on the date the Minimum Guarantee was received by Licensor or the Recoupable Distribution Cost was paid.

ARTICLE 6: ACCOUNTINGS AND AUDIT

Accounting statements and any revenue share payments due to Licensor shall be paid and reported quarterly, within thirty (30) days after the last day of March, June, September and December, commencing with the calendar quarter in which the Program(s) is first released. Accounting statements must be provided for each accounting period irrespective of whether Royalties are shown to be payable for that period.

Following receipt of the accounting statement Licensor shall send to Licensee an invoice for any royalties due as shown on the statement. Licensee shall pay any such Royalties within thirty (30) days of receipt of the invoice.

Licensee shall maintain proper, complete and accurate books of account relating to the exploitation of the Rights Granted herein. Licensee shall provide Licensor upon request with any documentation relating to the statements, in order to confirm the accuracy of such statements.

Continuing 3 (three) years after the Agreement Term Licensor shall have the right to audit each statement from the date of Licensor's receipt of such statement on not less than ten (10) days' notice, during regular business hours. Licensee must make information available to Licensor and any authorised representative conducting any inspection and audit. If such audit shall reveal an underpayment to Licensor of at least 5% (five percent), the cost of such audit/inspection shall be met by Licensee rather than Licensor and the amount underpaid plus interest on overdue amounts shall be immediately paid to Licensor.

ARTICLE 7: WITHHOLDING TAXES

Licensor shall provide Licensee with the tax exemption forms required by Licensee's country authorities in order to reduce the withholding tax to the rate imposed in the double taxation Treaty between France and Licensee's country. Should Licensor fail to provide the tax exemption forms required by the Licensee's country authorities, it is agreed that Licensee is required to withhold the tax, at the general rate, of the Consideration. Regarding the withheld sums, Licensee shall provide Licensor with the original certificate of receipt from the relevant Licensee's country government authority and all the withheld sums so paid shall be treated, for all purposes, as made solely by and on behalf of Licensor. Should Licensee fail to provide Licensor with such original certificate of receipt from the relevant Licensee's country government authority, Licensee shall reimburse Licensor of the unjustified withheld sums.

ARTICLE 8: TAXES / ADMINISTRATIVE CHARGES

Licensee shall pay without limitation any tax, levy or charge howsoever denominated, or administrative charges, imposed or levied against Licensor (excluding only any applicable net income or franchise taxes) by any statute, law, rule or regulation now in effect or hereafter enacted including, without limitation, quotas, licenses, contingents, import permits, consulate fees, county clerk and notary charges, state, county, city or other taxes howsoever denominated relating to or imposed upon license fees, rentals, negatives, Prints or other material, or the right or privilege to use the same in connection with any Program(s) licensed hereunder and whether imposed upon or levied on or in connection with the importation of

any material supplied by Licensor hereunder, or incurred in connection with the legal processing of this document for or in the Territory, or otherwise; it being the intent hereof that the Consideration and/or the Royalties (if applicable) specified as the considerations for the licenses granted herein shall be a net amount, free and clear of any charge of whatsoever kind or nature howsoever denominated.

To the extent that any such charges are paid by Licensor, Licensee will reimburse Licensor on demand, and upon the failure of Licensee to reimburse Licensor, Licensor will have available to it all of the remedies provided for herein with respect to the unpaid portion of the License Fee or the non-refundable Consideration and/or the Royalties (if applicable) as well as such other remedies as may be provided by law.

ARTICLE 9: EXPLOITATION OF PROGRAM(S)

Licensee shall not have the right to change or translate in the local language the Title of the Program(s) (including any individual episode's title) without Licensor's prior written approval. Licensor reserves the right to change the Title of any Program(s) embraced by this Agreement.

The Program(s) shall be exploited exactly as delivered to Licensee, except that Licensee may (a) prepare a dubbed and/or subtitled version of the Program(s) in the Authorized Language by the Special Terms hereof (Licensor shall have immediate and free access to such dubbed and/or subtitled versions of the Program(s) without any supplementary costs or fees for all exploitation, worldwide, and may make copies at its sole expense and use in any way it solely determines); (b) make minor cuts on a non-continuous basis for the following purpose only: censorship and commercial breaks requirements provided, however, that Licensee shall in no event cut or alter the main or end titles or any part thereof, or the copyright notice, or the credits or impair the integrity or meaning of the original Program(s). The following cuts shall not be deemed minor hereunder (non-exhaustive list): any cut that impairs the basic storyline for any Program(s), or which impairs the artistic integrity of the Program(s), or any cuts that are contrary to any further restrictions as may be set forth in the Special Terms. Any breach or violation of the terms hereof shall constitute a default. Any other cuts must be expressly approved by Licensor in writing.

Licensee will not (and shall procure that all third parties will not) in the exercise of the Rights granted hereunder edit the Program(s) without the prior written consent of Licensor or cut, alter, add to, delete from or otherwise tamper with or change the Delivery Material in any way save as expressly authorized by the terms hereof.

Licensee will use reasonable commercial endeavors to exploit the Program(s), in a cost-effective manner.

Licensee shall keep Licensor informed of broadcasting dates of the Program(s) within the Territory.

ARTICLE 10: COLLECTING SOCIETIES, MUSIC AND RESIDUALS

Licensor represents and warrants to Licensee that all necessary consents, licenses and permissions have been obtained and will be maintained throughout the Term of the Agreement, in respect of the musical works, music, sound recordings and other material of whatever nature reproduced in the Program so that Licensee shall be entitled to exercise its rights in the Program, for an in-context use only, subject to any restrictions mentioned by Licensor

Licensor represents and warrants that the performing rights and the mechanical rights in all musical compositions contained on the Program(s) are: (i) controlled by the local music rights society (ii) in the public domain; or (iii) controlled by the Producer of the Program(s). Licensor shall supply Licensee with a detailed music cue sheet for such purpose.

It is agreed that Licensee shall be responsible for any fees which may be required to be paid to local collecting societies in the Territory (including performing, mechanical)

Licensee warrants to assume any applicable union(s) and/or guild(s) payment obligation(s) due to such union(s) and/or guild(s) which include(s) without limitation DGA, WGA, SAG, as a result of Licensee's exploitation of the Granted Rights in the Territory, and that Licensee shall be solely responsible and holds Licensor harmless in this regard. Such Licensee's payments shall be deemed Recoupable Distribution Costs.

ARTICLE 11: PROMOTION

Throughout the License Period, Licensee may use excerpts up to three minutes from the Program(s) for the sole purpose of advertising and promoting the Program(s) and Granted Rights in the Territory, as well as release press statements including only photographs and/or synopses from the Program(s) provided by Licensor. No excerpt from the Program(s) may nevertheless be included as part of any other program or broadcasting show, unless specifically authorized by Licensor. Licensee shall have the right to advertise, promote and publicize the Program(s) in the exercise of its rights hereunder in any and all media and to authorize others to do so. Notwithstanding the foregoing, Licensee shall not make or permit to be made, in any advertising, publicity or otherwise, any statements which directly or indirectly expressly or by implication, (a) constitute or may be understood to be an endorsement of any sponsor, product, article or service by Licensor, the producer or copyright proprietor of the Program(s), any actor or actress appearing therein, the director or anyone else connected or associated with the Program(s), or the production or distribution thereof, or (b) indicate or may be understood as indicating that any such person is connected or associated with or is employed or engaged by Licensee or any sponsor. Any advertising or publicity referring to such person shall be limited to and shall indicate that such person appears in or rendered services in connection with the specific Program or Programs. In the event Licensor furnishes Licensee with specific instructions with respect to the use of advertising credits, Licensee shall comply therewith. Licensee shall have the right to broadcast excerpts of the Program(s) for advertising purposes provided that no such broadcast shall exceed three (3) minutes in length.

ARTICLE 12: WARRANTIES

Licensor warrants and represents that it owns exclusively, or is the exclusive licensee, of all of the rights herein specified in each Program(s) and that Licensor has the right to enter into and perform this Agreement and to grant Licensee the rights and license herein provided. Licensor shall not be liable for damages for breach of any warranty herein made by Licensor unless Licensee provides prompt written notice of claim of breach of warranty and permits Licensor full control of defense and/or settlement of such claim including the right to engage its own counsel, and further provided that Licensee shall not, without the written consent of Licensor, continue the exhibition of such Program(s) thereafter. Licensee agrees to cooperate fully with Licensor in the defense of adjustment of all claims, and further agrees that Licensor shall not be liable for alleged loss of profits or consequential damages.

Licensee represents and warrants that it has the full power and authority to enter into this Agreement and that the performance of its obligations under this Agreement will not conflict with its charter, by-laws or obligation under any other agreement. Licensee further represents and warrants that upon signature hereof, this Agreement will be a valid, binding and enforceable Agreement against it.

ARTICLE 13: DELIVERY OF MATERIALS

Licensor agrees to deliver the Materials specified in the Special Terms. Delivery of said Materials by Licensor to Licensee or to Licensee's agent, or to a carrier, or to any shipping agent designated by the Licensee shall be deemed as delivery by Licensor to Licensee hereunder and Licensor shall not be liable for any action taken by any such party. Licensee agrees that it will not cause, authorize or permit the duplication, recording or transcription of any of the Programs, of the sound track thereof, or any part thereof, or the use of any of the Program(s) for any purpose other than the purposes herein specified. Licensor shall deliver at Licensee's

expense (unless otherwise stipulated in the Special Terms) the Materials at the scheduled date as specified in the Special Terms.

All costs of shipping, transportation and delivery shall be borne by Licensee.

ARTICLE 14: EXAMINATION OF MATERIALS

Licensor shall provide Licensee with materials physically suitable for exploitation according to this Agreement. Prior to the expiration of thirty (30) days from receipt by Licensee of such materials, Licensee agrees to examine said materials to determine whether they are physically suitable for exhibition. If it shall be determined that said materials are not physically suitable for exhibition (i.e. rejection only for technical reasons), Licensee shall, prior to the expiration of such thirty (30) days period, provide Licensor with a written technical report specifying in detail the nature of any such claimed defect. Licensor shall promptly replace such defective materials at its costs. Failure to notify Licensor in writing of any claimed defect prior to the expiration of the aforementioned thirty (30) days period shall be deemed acceptance of the materials so delivered.

ARTICLE 15: RETURNS OF MATERIALS

Upon the expiration or earlier termination of this Agreement Licensee shall at Licensor's sole discretion :

(i) deliver all of the materials of the Program(s) in Licensee's possession to Licensor or to the address Licensor shall indicate to Licensee, free of charge, in good condition, normal wear and tear excepted, on the reels and in the containers in which it was received.

If Licensee fails to return all of the materials of the Program(s) supplied by the Licensor in the aforesaid condition in a timely manner, or if Licensee returns damaged materials, Licensee shall forthwith pay Licensor the laboratory cost of replacing such materials. It is understood that all of the materials of the Program(s) whether supplied by Licensor to Licensee or prepared by Licensee or a laboratory on Licensee's behalf, are and will remain Licensor's exclusive property, and Licensee shall only have the right to use same in accordance with the terms and conditions hereof. Upon Licensor's request, Licensee shall advise Licensor of the name and location of any laboratory or facility in possession of any materials of the Program(s), and Licensee shall provide access to Licensor's designees upon Licensor's request;

or

(ii) destroy all of the material of the Program(s), furnishing Licensor with a certificate of destruction duly authenticated by the appropriate party in the respective countries of the Territory.

ARTICLE 16: CREDITS

Licensee shall not exploit the Program(s) copies thereof without beginning and/or end credits of the Program(s) and mentions that shall have been notified by Licensor, nor without mentioning Licensor as Licensee for the Program(s), with full trademark and logo.

ARTICLE 17: DEFAULTS

Licensee's Default: Licensee will be in default if: (i) Licensee fails to pay any installment of the Consideration when due; (ii) Licensee becomes insolvent or fails to pay its debts when due; (iii) Licensee makes an assignment for the benefit of creditors, seeks relief under any bankruptcy law or similar law for the protection of debtors, or allows a petition of bankruptcy to be filed against it or a receiver or trustee to be appointed for substantially all of its assets that is not removed within thirty (30) days; (iv) Licensee breaches any material term, covenant or condition of this Agreement or any other agreement with Licensor; (v) a Licensee Affiliate breaches any material term, covenant or condition of any other agreement with Licensor; or (vi) Licensee attempts to make any assignment, transfer, sublicense or appointment of an agent without first obtaining Licensor's approval under Paragraph 24.

Notice to Licensee: Licensor will give Licensee notice of any claimed default. If the default is capable of cure then Licensee will have ten (10) days after receipt of Licensor's notice to cure a monetary default, and twenty (20) days after receipt to cure a non-monetary default. If the default is incapable of cure, or if Licensee fails to cure within the times provided, then Licensor may proceed against Licensee for available relief, including terminating this Agreement retroactive to the date of default, suspending Delivery of the Program and declaring all unpaid amounts due Licensor immediately due and payable. Such termination shall be automatically valid with no further action necessary on the part of Licensor. In addition, in case of termination due to a Licensee's breach of this Agreement, each Licensed Right will immediately revert to Licensor and Licensor shall be entitled to retain all sums already paid on account of compensation hereunder in addition to any other legal and equitable relief available under the circumstances, and all unpaid amounts due to Licensor will be immediately due and payable to Licensor.

Licensor's Default: Licensor will be in default if Licensor breaches any material term, covenant, or condition of this Agreement. Any default by Licensor is limited to the Program, and no default by Licensor as to any one agreement with Licensee will be a default as to any other agreement with Licensee.

Notice To Licensor: Licensee will give Licensor Notice of any claimed default. Licensor will have ten (10) days after receipt of Licensee's Notice to cure a monetary default, and twenty (20) days after receipt to cure a non-monetary default. If Licensor fails to cure within the times provided, then Licensee may proceed against Licensor for all available relief, provided, however, that in no case may Licensee collect any "lost profits" or consequential damages.

ARTICLE 18: SUSPENSION AND WITHDRAWAL

Licensor's Right: Licensor may suspend Delivery or withdraw the Program at any time: (i) if Licensor determines in good faith that its exploitation might infringe the rights of others or violate any Law; (ii) if Licensor determines in good faith that its Materials are unsuitable for the manufacture of first class commercial quality exploitation materials; (iii) due to Force Majeure; or (iv) if Licensee refuses to accept Delivery of the Program for any reason.

Effect Of Suspension: Licensee will not be entitled to claim any damages or lost profits for any suspension. Instead, the License Period 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, in which case the Program will be treated as withdrawn.

Effect Of Withdrawal: If the Program is withdrawn or treated as withdrawn after a period of suspension, then Licensor must either substitute a Motion Program of like quality mutually satisfactory to Licensor and Licensee, or must refund promptly all unrecouped amounts of the Guarantee paid to Licensor and all unrecouped Recoupable Distribution Costs. Licensee's sole remedy will be to receive this substitute or refund. In no case may Licensee collect any lost profits or consequential damages.

Force Majeure: Force Majeure means any fire, flood, earthquake, or public disaster; strike, labor dispute or unrest; unavailability of any major talent committed to the Product; 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 Licensor.

ARTICLE 19: ASSIGNMENT

Licensee shall not assign this Agreement in whole or in part, to any third party without the prior written consent of Licensor.

Any such assignment or sublicense so permitted or consented shall not relieve Licensee of any of its obligations hereunder.

Licensor may assign its rights hereunder, in whole or in part at any time, to any person, firm or corporation.

ARTICLE 20: ANTI PIRACY

Licensee undertakes to immediately inform Licensor of any action taken by third parties that is intended to infringe Licensor's property rights or to restrict the use of such rights within the framework of the rights assigned by Licensor to Licensee.

Licensee undertakes to restrict access to the platform enabling the exploitation of the Granted Rights only to users located in the Territory.

It is incumbent on the Parties to ensure, within the framework of a reinforced obligation of means and under the conditions set forth below, the protection of the Programme(s) against all forms of piracy by implementing protection actions in accordance with the state of the art. Each Party shall ensure, where appropriate, that it always maintains the adequacy between the means implemented and the evolution of the forms of piracy and the corresponding solutions.

Licensee undertakes to use Technical Protection Measures (or "Digital Right Management") allowing the encryption of files and protection against illicit copies, within the limits of the technologies available on the market in the Territory and the existing technical constraints in this area. Licensee undertakes to implement, at its own expense, all means at its disposal to prevent any form of piracy, especially for the platform.

Licensee undertakes to inform Licensor, at the latter's request, of the actions implemented and the results obtained, as soon as possible.

Should it become aware of this, each Party undertakes to immediately notify the other Party of any human or technical failure in the implementation of the security measures provided for herein. Upon discovery of a failure relating to the content protection system, each Party shall immediately take the necessary measures to resolve, prevent recurrence and mitigate any resulting negative impact.

If the content protection system is not restored within 48 hours after the incident has occurred, Licensor may withdraw all or part of the Programme(s) and Licensee will have twenty-four (24) hours to implement this decision. It is specified that if such a failure (in particular of the Digital Right Management or geolocation system used by Licensee) were to allow, in substantial numbers, the unauthorized broadcasting, reception, transmission or copying of the Programme(s) or any similar act of piracy, then Licensee would proceed with the immediate withdrawal of the Programme(s) from the platform until the failure is corrected. Licensee expressly waives any claim for damages, including for lost profits and direct or indirect losses that Licensee may suffer as a result of such withdrawal.

ARTICLE 21 : UE CROSS BORDER PORTABILITY REGULATION

The Parties hereby acknowledge that as of the date of this agreement, Regulation (EU) 2017/1128 of the European Parliament and of the Council on Cross-Border Portability of Online Content Services in the Internal Market or similar legislation related to the European Commission's Digital Single Market strategy (the "Portability Regulation") has come into effect in the Territory. Pursuant to the Portability Regulation, individuals that have been verified as residing within a European Union Member State (the "Member State of Residence"), but who are temporarily present in another European Union Member State, shall have the right to access certain online content services that are available in the Member State of Residence while such individuals are temporarily present in another Member State. For the avoidance of doubt, Licensee shall not be in breach of this agreement if Licensee permits such access in a manner consistent with the requirements of the Portability Regulation.

If a country within the Territory is no longer a part of the European Union, but the Portability Regulation continues to be implemented, then the Parties agree that such country shall be deemed a part of the European Union for purposes of this article.

ARTICLE 22: PERSONAL DATA PROTECTION

Each Party undertakes to comply with all the principles and obligations applicable to controller, as provided by the European General Data Protection Regulation 2016/679 dated April 27th, 2016 (« GDPR ») and the French Loi Informatique et Libertés n°78-17 dated January 6th, 1978 in its latest version in force (« LIL »). The processing of personal data is made, under this Agreement, for the purposes of:

- relationship management (i.e. monitoring the performance of the Agreement). The data processed for this purpose will be stored throughout the License Period of the Agreement and for 5 (five) years following the expiry of the rights granted in this Agreement.
- invoicing management. The data processed for this purpose will be stored throughout the License Period of the Agreement and for 5 (five) years following the expiry of the rights granted in this Agreement.
- if applicable, management of copyright and related rights, management of performers' rights (i.e. formalities to be completed (in particular regarding the collecting rights societies) and payments due by the Licensor in favor of third parties (including payments of additional remuneration due to performers)). The data processed for this purpose will be stored for 5 (five) years following the expiry of the rights granted in this Agreement.

Each Party is informed that it shall have the right of access, the right to rectification, the right to object and the right to erasure regarding his personal data processed under this Agreement, by writing to the other (for Licensor(s) at the following email address: dpo@newencontent.com or at the following post address: 123 Boulevard de Grenelle 75015 Paris – France and for Licensee at the following email address: zodpovednaosoba@rtvs.sk or at the following post address [STVR, Mlynska dolina, 845 45 Bratislava, Slovakia]).

If, throughout the License Period, one Party supplies the other with personal data concerning third parties (such as transferees of debts or assignees of debts) that will be processed by the receiving Party, the supplier Party shall be responsible for informing such third parties of such communication of their personal data.

All the details regarding the Distributor's data collection and processing policy are available on its website : <https://www.newencontent.com/donnees-personnelles/>.

Each Party also undertakes to comply with all the principles and obligations applicable to it, provided by the GDPR and the LIL. In this respect, any collection and processing under this Agreement of personal data concerning each Party shall comply with those regulations.

ARTICLE 23: ETHIC AND COMPLIANCE

23.1 A socially responsible approach and an ethical business conduct in accordance with applicable laws and regulations (including the principles of the United Nations Global Compact), the respect of Human rights, international labour standards, environment and all applicable anti-corruption regulation, are fundamental principles for the TF1 Group.

For the execution of this Agreement, the Licensee shall enforce all applicable rules related to the fight against fraud, corruption, bribery and illegal cartel, including but not limited to 2016-1691 French Law dated September 9, 2016 (Loi Sapin II) and all international anti-corruption and anti-money laundering conventions; the Licensee certifies that he has not, nor any other person acting on his behalf has, directly or indirectly, offered, solicited or accepted (or will offer, solicit or accept), any payment, advantage or benefit, from any person (public or private), in order to influence an act or a decision.

The Licensee acknowledges that he has read and understood the TF1 Group's values and commitments, reachable on its website (<https://www.newenstudios.com/code-of-ethics>), which shall guide the execution of this Agreement.

23.2 Licensee certifies and warrant that, for the performance of this Agreement, neither it, nor its officers, employees, partners or shareholders, beneficial owners, intermediaries, nor any person acting on its behalf :

- Is listed on an asset freeze register published by the United Nations, France, the European Union, the United States, the United Kingdom, Switzerland, etc., or on any sanctions list published by any of these countries or organizations, excluding sanctions programs covered by the annex to Regulation (EC) No. 2271/96 of November 22, 1996,
- Has any agreement or business relationship with any person or entity on any sanctions list published by the United Nations, France, the European Union, the United States, the United Kingdom, Switzerland, etc., excluding sanctions programs covered by the Annex to Regulation (EC) No 2271/96 of November 22, 1996,
- Is engaged in transactions in a sector sanctioned under any UN, EU, US, UK, Swiss, etc. regulations, excluding the sanctions programs covered by the Annex to Regulation (EC) No 2271/96 of 22 November 1996.

Failure to meet this warranty will result in a suspension/termination right for the Licensor, and where applicable, Licensor shall be reimbursed for the payments done while the Licensee was in breach of the foregoing warranty, and this without prejudice to any damages that may be requested by Licensor in compensation for its damage.

ARTICLE 24: APPLICABLE LAW AND JURISDICTION

This Agreement shall be interpreted and construed under the laws of France with the same force and effect as if fully executed and to be fully performed therein.

The forum for resolving all disputes under this Agreement will be Paris' courts

ARTICLE 25: MISCELLANEOUS

No Waiver The waiver by either party hereto of any breach or default by the other party shall not be construed to be a waiver of any other breach or default, or of the same breach or default occurring thereafter.

Remedies Cumulative: All remedies are cumulative, and resorting to one will not preclude resorting to any other at any time. No waiver by a party of any breach of any of the provisions of this Agreement shall be construed as a waiver of any preceding or succeeding breach of any provision of the Agreement.

Notices: All notices required to be given hereunder shall be given in writing, by personal delivery or by air mail or by email at the respective addresses of the Parties hereto, set forth above in the Special Terms, or at such other addresses as may be designated in writing by registered mail by either party.

Entire Agreement: This Agreement contains the entire understanding of the Parties regarding its subject matter. It supersedes all previous written or oral negotiations, deal memos, understandings or representations between the parties regarding its subject matter, if any. Each Party expressly waives any right to rely on such negotiations understandings or representations, if any.

Confidentiality Each party hereby covenants and agrees that, except as may be required by law or pursuant to subpoena or order of any judicial, legislative, executive, regulatory or administrative body or to enforce its rights under this Agreement, neither it nor any of its officers, directors, employees or agents shall, directly or indirectly, disclose to any third party or make any public statement or announcement regarding the terms of this Agreement including, but not limited to, the Consideration and all other financial terms, and all other terms and conditions of this Agreement, unless, with respect to public statements or announcements, (a) the substance and form of the announcement or statement is agreeable to both Parties and (b) the Parties agree that such announcement or statement shall be made throughout License Period and afterwards, Licensor may, in order to promote its business and the Program(s), make mention of the Agreement to third parties.



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