

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

Zmluvní partneri:	MEDIATOON DISTRIBUTION 57 rue Gaston Tessier, 75019 Paris Francúzsko VAT n° FR67421802158 Zastúpená: Morgann Favennec, Deputy Managing Director
	a
	SLOVENSKÁ TELEVÍZIA A ROZHLAS Mlynská dolina, 845 45 Bratislava IČO: 56398255 IČ DPH: SK2122292832 zastúpená: Igor Slanina, zástupca generálneho riaditeľa zapísaná: Obchodný register Mestského súdu Bratislava III, Oddiel: Po, Vložka č: 8978/B
Programy:	Animované seriály (premiéry+reprízy) 26x22', 214x 11', 104x 12', animovaný špeciál 1x 26'. Balík animovaných programov v celkovom objeme cca 70 hodín.
Práva a definície:	Nákup licenčných práv programov pre vysielanie STVR na televíznych programových službách Jednotka a Dvojka
Trvanie zmluvy:	Licenčná doba na 3 roky Rozsah licencií pri jednotlivých tituloch od 1.2.2025 do 30.11.2028
Licencia na územie:	Slovenská republika
Povolený jazyk:	Slovenský – dabing
Počet vysielaní:	3 vysielania vrátane reprízy do 24 hodín.
Vysielacie práva:	Terestriálne – exkluzívne Free TV práva simultánne šírenie káblovými rozvodmi a satelitom, catch up práva do 14 dní od premiéry

Licenčný poplatok:	48.380,- EUR
Splatnosť licencie:	Úhrada celkovej sumy po podpise Licenčnej zmluvy v dvoch splátkach na základe faktúry: 1.splátka 50% v sume 24.190,-EUR najneskôr k 28.2.2025 2.splátka 50% v sume 24.190,-EUR po dodaní vysielacích materiálov a ich technickej akceptácii, najneskôr k 30.6.2025
Podmienky dodania materiálu:	po podpise Licenčnej zmluvy a zaplacení 1.splátky
Technické poplatky za materiál:	nie
Technické parametre materiálu:	Materiál bude dodaný cez ftp server aspera, HD, original dialógové listiny, podľa technickej špecifikácie STVR
Prístup k jazykovým verziám:	povolený za 50% výrobných nákladov bod 5.3 – Access to versions
Ustanovenie o zákonnej povinnosti zverejnenia zmluvy:	doplnené v bode 8.3 – Free Access to Information
za MEDIATOON DISTRIBUTION	za STVR
Morgann Favennec Deputy Managing Director	Mgr. Igor Slanina Zástupca generálneho riaditeľa

mediatoon

DISTRIBUTION

LICENSE AGREEMENT

THIS AGREEMENT IS EXECUTED UPON SUNDAY, 17 NOVEMBER 2024 (HEREINAFTER REFERRED TO AS THE "AGREEMENT"), BY AND BETWEEN:

MEDIATOON DISTRIBUTION,

having its registered office at 57, rue Gaston Tessier, 75019 Paris, FRANCE,
VAT n°FR67421802158
represented by its Deputy Managing Director, Mrs. Morgann FAVENNEC,

hereinafter referred to as "**MEDIATOON**",

AND

SLOVENSKÁ TELEVÍZIA A ROZHLAS,

having its registered office at Mlynska dolina, 845 45 Bratislava, Slovak Republic,
VAT n° SK2122292832
represented by its Deputy General Director, Mr Igor SLANINA,

hereinafter referred to as "**LICENSEE**",

hereinafter individually referred to as the "Party" or together referred to as the "Parties".

THE PARTIES HEREBY AGREE ON THE FOLLOWING TERMS AND CONDITIONS:

SPECIAL TERMS AND CONDITIONS

1. PROGRAMS:

#	Program title	Format	Genre
A	BELFORT AND LUPIN	26 X 22'	Animated series
B	THE GARFIELD SHOW – seasons 1-4	210 X 11'	Animated series
C	THE GARFIELD SHOW – season 5	4 X 11'	Animated series
D	THE FOX BADGER FAMILY – season 1	52 X 12'	Animated series
E	THE FOX BADGER FAMILY – season 2	52 X 12'	Animated series
F	VENICE – THE MOST ANCIENT CITY OF THE FUTURE	1 X 26'	Animated special

2. RIGHTS GRANTED AND EXCLUSIVITY:

2.1. Rights granted:

LICENSEE may exploit the following rights (hereinafter referred to as the "Rights") related to the Programs, in the Authorised Languages, on the Authorised broadcasting channel, in the Territory (as those terms are defined hereinafter) only:

TYPE OF RIGHTS	LICENSED		EXCLUSIVITY	
	Yes	No	Exclusive	Non-exclusive
Free TV rights				
Free Terrestrial Television	X		X	
Free Cable / Free Satellite Television	X		X	
Catch-Up rights	X			X

Catch-Up rights are granted for the duration of the License Period i.e. the right to make each episode available to the public on a free-on-demand basis only on LICENSEE's online geoblocked service, cumulatively operated, published, controlled and branded by LICENSEE, for a limited period of 14 (fourteen) days, starting the day after the linear television broadcast of the concerned episode.

Any and all rights of whatsoever kind and nature, now or hereafter known, which are not specifically licensed to LICENSEE herein, are expressly reserved to MEDIATOON. Therefore, MEDIATOON is fully entitled to exercise, market, exploit and dispose of such reserved rights without limitation or restriction, in particular regarding any other dubbed versions. The rights reserved by MEDIATOON comprise especially without limitation: Pay TV rights, Home video rights, IPTV rights, Video on demand Rights (VOD, SVOD, DTO, DTR...) merchandising rights, broadcasting rights within the framework of festivals and other similar events, etc.

2.2. Authorised broadcasting channel:

Dvojka and Jednotka only.

LICENSEE agrees that the Programs may be aired in the broadcasting channels children's block, provided that such children's blocks shall not exceed 6 hours or longer.

The catch-up rights granted to LICENSEE shall only be exploited on LICENSEE's designated website named "www.rtv.s.sk", cumulatively operated, published and branded by LICENSEE, the said website being available via Internet and mobile networks, subject to the terms and conditions set forth in this Agreement, provided that such exploitation of the website shall be geo-blocked to the Territory and restricted to IP addresses localized in the Territory only.

2.3. Holdbacks

N/A

3. TERM AND RUNS:

This Agreement shall be effective from its execution date until the end of the License Period.

Programs	Duration of License Period	Beginning of License Period	End of License Period	Runs*
BELFORT AND LUPIN	3 years	1 st May 2025	30 th April 2028	3
THE GARFIELD SHOW – seasons 1-4	3 years	1 st June 2025	31 st May 2028	3
THE GARFIELD SHOW – season 5	3 years	1 st June 2025	31 st May 2028	3
THE FOX BADGER FAMILY – season 1	3 years	1 st February 2025	31 st January 2028	3
THE FOX BADGER FAMILY – season 2	3 years	1 st April 2025	31 st March 2028	3
VENICE – THE MOST ANCIENT CITY OF THE FUTURE	3 years	1 st December 2025	30 th November 2028	3

(*) 1 run shall mean 1 broadcast (in 24 hours).

4. TERRITORY:

The Rights granted under this Agreement are granted for the territories mentioned hereinafter and referred together to as "the Territory": **Slovakia**

5. AUTHORISED LANGUAGES:

5.1. Authorised Language: Slovak

Dubbed	X
Subtitled	
Voice-over	

Slovak versions shall be created by LICENSEE for programs A, C, E, and F at its own costs.

5.2. Language version to be delivered:

Programs A, C and E: French original version.

Program F: Italian original version

It is understood and agreed between Parties that material for programs B and D has already been delivered and has been accepted by LICENSEE.

5.3. Access to versions for Programs A, C, E and F

Upon MEDIATOON's request and at any time during or after expiration of the License Period, MEDIATOON and/or any third party designated by MEDIATOON shall have a perpetual, unconditional and unlimited access to such language version of the Programs created by LICENSEE or any third party (such as audio tracks files in .wav and/or any other types of digital files), at no more than 50% (fifty percent) of the justified dubbing costs,

MEDIATOON shall be entitled to exploit worldwide the versions provided by LICENSEE and allow any third party to do so, it being understood that the rights granted to MEDIATOON shall include unlimited use by any means of transmission via any networks, by any means of exhibition to the public for reception and display on any device now know or hereafter devised. LICENSEE warrants that all rights regarding such version will be bought out and cleared for unlimited use for the duration of author's rights under the applicable Law

MEDIATOON and LICENSEE shall sign an agreement based on the template attached hereto in Appendix III, to confirm such access.

6. MATERIAL:

6.1. LICENSEE shall have access to the Broadcast Material and Additional Material detailed in **Appendix II** in accordance with the following terms and conditions:

All Material to be uploaded free of charge on LICENSEE's FTP.

6.2. Delivery address and contact:

Address: SLOVENSKÁ TELEVÍZIA A ROZHLAS

Mlynska dolina

845 45 Bratislava

Slovak Republic

Contact: Peter JANTOŠČIAK, Acquisitions Specialist for material delivery

email: Peter.Jantosciak@rtvs.sk

Phone: XXXXXXXX

6.3. Delivery date

The Material shall be delivered by MEDIATOON to LICENSEE within 20 (twenty) days upon signature of this Agreement for programs C, E and F and no later than April 1st 2025 for program A.

7. LICENSE FEE PAYMENT SCHEDULE:

7.1. License Fee:

In consideration of the Rights granted, LICENSEE shall pay to MEDIATOON a total amount of **48 380 € (forty-eight thousand three hundred and eighty euros) net of any duties and taxes except the applicable withholding tax.**

Such License Fee shall be allocated as follows:

	Program	N° of episodes	License Fee per Episode	TOTAL (in euro)
A	BELFORT AND LUPIN	26	450	11 700
B	THE GARIFELD SHOW – seasons 1-4	210	90	18 900
C	THE GARFIELD SHOW – season 5	4	225	900
D	THE FOX BADGER FAMILY – season 1	52	90	4 680
E	THE FOW BADGER FAMILY – season 2	52	225	11 700
F	VENICE – THE MOST ANCIENT CITY OF THE FUTURE	1	500	500
i.e. TOTAL net of any taxes and duties except the applicable withholding tax of:			TOTAL	48 380

All costs of currency conversion, remittance and international withholding taxes, banking charges, permit fees, and transmittal costs, shall be the sole responsibility of LICENSEE and shall not reduce the License Fee due to MEDIATOON hereunder.

7.2. Payment schedule:

50% (fifty per cent) of the License Fee, i.e. an amount of **24 190 € (twenty four thousand one hundred and ninety euros)**, payable upon signature of the Agreement and no later than February 28th 2025.

The remaining 50% of the License Fee i.e. an amount of **24 190 € (twenty-four thousand one hundred and ninety euros)** shall be paid after the delivery of the material to all new titles and its technical acceptance and no later than June 30th 2025.

Such amounts shall be payable within 30 (thirty) days from the date of the corresponding invoice.

Should LICENSEE fail to comply with the payment schedule, MEDIATOON will consider it as a breach to the Agreement. Therefore, LICENSEE shall have no further rights on the Programs and MEDIATOON shall automatically recover all rights on the Programs.

7.3 Withholding tax:

In the event that LICENSEE is required to deduct withholding tax, LICENSEE shall forthwith notify MEDIATOON thereof and provide to MEDIATOON the original certificate of receipt from the relevant government authority. If LICENSEE fails to supply the original certificate, such sums so deducted shall be paid by LICENSEE to MEDIATOON.

8. ADDITIONAL PROVISIONS:

8.1 Promotion, Commercials and Interruptions:

LICENSEE may include sponsorship, commercial and/or other promotional announcements during the exhibition of the Programs that are permitted in compliance with the law of the Territory and may sub-license third parties to do so. LICENSEE undertakes not to insert such sponsorship, commercial and/or other promotional announcements at a place in the Programs that may impair their quality, meaning or integrity or that may infringe the moral rights of the authors of the Programs.

8.2 Additional materials created by LICENSEE:

All advertising and promotion materials created by LICENSEE shall be submitted to the prior written approval of MEDIATOON in accordance with article 6.2.2 of the General Terms and Conditions.

8.3 Free Access to Information:

According to the provisions of the Act No. 40/1964Zb Civil Code, Slovak Television and Radio is obliged to publish this Contract via Central Register of the contracts of the Government Office of Slovak Republic in its full wording.

License Agreement with MEDIATOON DISTRIBUTION dated Friday, 8 November 2024

Program(s): BELFORT AND LUPIN (26x22'); THE GARFIELD SHOW – season 1-4 (210x11'); THE GARFIELD SHOW – season 5 (4x11'); THE FOX BADGER FAMILY – season 1 (52x12'); THE FOX BADGER FAMILY – season 2 (52x12'); VENICE – THE MOST ANCIENT CITY OF THE FUTURE (1x26')

LICENSEE: STVR

ZN2000749

This Agreement, including the General Terms and Conditions, contains the entire agreement between the Parties and supersedes all prior understandings and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

The Parties expressly acknowledge that they have agreed upon the General Terms and Conditions attached hereto. In the event of conflict between the Special Terms and Conditions and the General terms and Conditions of this Agreement, the Special Terms and Conditions shall prevail.

List of Appendices: Appendix I General Terms and Conditions
 Appendix II Material
 Appendix III Access Letter

Made in Paris, on Friday, 8 November 2024

In two original copies:

MEDIATOON DISTRIBUTION

Name: Mrs. Morgann FAVENNEC
Title: Deputy Managing Director

SLOVENSKÁ TELEVÍZIA A ROZHLAS

Name: Mr. Igor SLANINA
Title: Deputy General Director

APPENDIX I GENERAL TERMS AND CONDITIONS

ARTICLE 1 - OBJECT

Subject to the full payment of the License Fee and performance by LICENSEE of all its obligations hereunder, MEDIATOON grants to LICENSEE the Rights as specified under article 2 of the Special Terms and Conditions regarding the Program(s) defined under article 1 of the Special Terms and Conditions for the Term and the number of runs set forth under article 3 of the Special Terms and Conditions and in the Territory and Authorised Language(s) stated respectively under articles 4 and 5 of the Special Terms and Conditions.

ARTICLE 2 - DEFINITIONS

“Advertisement Video On Demand” (AdVOD) shall mean VOD on a service partially or completely financed by advertisement and where no charge is made to the end-user for his right to initiate an unlimited number of streaming of the Program.

“Agreement” shall consist of Special Terms and Conditions, General Terms and Conditions as well as any Appendix attached hereto.

“Catch-Up” shall mean the right for a broadcaster to offer a program on its online service on a free basis, irrespectively of the medium used for such access (e.g. computer, television, mobile communication devices or other devices access), provided that the access shall be geoblocked in the Territory, whereby the program, which has already been broadcasted by such broadcaster, is made available for viewing on an on-demand and streaming non-downloadable basis, at a time chosen by the viewer entirely at his discretion without reference to a schedule of viewing times pre-established by the service provider, within a short period of time as defined in article 2.1. of the Specific Terms and Conditions, the viewer being able to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of the Program, being understood that no storage or recording occurs at the destination as a consequence of such process, except for temporary caching or buffering.

“Download To Own” (DTO) shall mean the right to make a program available in its entirety by any and all modes of electronic transmission in the form of digital files to be downloaded in consideration of the payment by the end-user of a price, in such a way that he may permanently retain and access the program and/or record the program on any video medium of his choice.

“Download to Rent” (DTR) shall mean the right to make a program available in its entirety by any and all modes of transmission in the form of digital files to be downloaded in consideration of the payment by the end-user of a price, in such a way that he may temporarily retain and access the program and/or record the program on any video medium of his choice, for a period of time limited by LICENSEE. At the end of the rental period limited by LICENSEE, the program shall not be available for the end-user anymore.

“Free Cable Television” shall mean the transmission by means of coaxial or fiber-optic cable of a program for reception on a television receiver in private living places without a charge being made to the viewer for the viewing of this program. For purposes of this definition, neither governmental television receiver assessments or taxes, nor the regular periodic service charges (other than a charge paid with respect to Pay Television) paid by a subscriber to a cable television system will be deemed a charge to the viewer.

“Free Satellite Television” shall mean the up-link transmission of a program to a satellite and its down-link transmission to a terrestrial satellite reception dish for the purpose of viewing of the program on a television receiver in private living places which are located in the immediate vicinity of the reception dish without a charge being made to the viewer for the viewing of this program. For purposes of this definition, neither governmental television receiver assessments and/or taxes will be deemed a charge to the viewer.

“Free Terrestrial Television” shall mean either analogue or digital over-the-air broadcast by means of Hertzian waves of a program which is intended for reception on a television receiver in private living places without a charge being made to the viewer for the viewing of this program. For purposes of this definition, neither governmental television receiver assessments and/or taxes will be deemed a charge to the viewer.

“Free Video On Demand” (FVOD) shall mean VOD on a service where no charge is made to the end-user for his right to initiate an unlimited number of streaming of the program.

“Interactive broadcasting right” shall mean the right to exploit a program in whole or in part through any form of interactive broadcasting consisting in the transmission at a distance of the program upon request of the

consumer via any communication network now known or unknown (wired network, cables, powerline communication, fiber-optic, hertzian and satellite networks, General Packet Radio Service (GPRS), Universal Mobile Telecommunication System (UMTS), etc.) by using any broadcasting mean (streaming, downloading, etc.) with a view to the viewing upon any reception material (computer, TV screen, set top box, Personal Digital Assistant (PDA), etc.) upon a timetable planned by the broadcaster (Pay Per View, NVOD, etc.) or at any moment chosen by the consumer completely bringing modalities of the viewing under control (VOD, etc.).

“Near Video On Demand” shall mean the transmission of a program (i.e. by any method of transmission now known or hereafter devised including without limitation broadcast, satellite, cable, telephone, wire and fiber-optic) to television devices and similar devices now known or hereafter devised in private living places through a system where a charge is made to the consumer for the right to use a decoding device whereby a consumer can select this program from a library of motion pictures and/or television programs and whereby the provider will transmit, at times to be determined by the provider, the program by any method now known or hereafter devised to the consumer to said living places. These services work upon the same principle as the services of Pay Per View, the choice of the consumer being nevertheless increased since a same program will be broadcasted upon several channels at different time (for instance every quarter).

“Pay Cable Television” shall mean transmission or retransmission of a program by means of an encoded signal over coaxial or fiber-optic cable for reception on a television receiver in private or temporary living places by means of a decoding device where a charge is made (i) to the viewer in private living places for the right to use the decoding device for viewing any special channel that transmits this program; or (ii) to the operator of a hotel or motel (or similar temporary living place), apartment complex, cooperative, condominium project or similar place located distant from the place where such broadcast signal originated for the right to use the decoding device to receive and retransmit the programming on such channel throughout such places. Pay Cable Television does not include any form of Interactive broadcasting rights.

“Pay Per View” shall mean the broadcast of a program by means of an encoded signal for reception on television transmission receivers in hotels, motels (or similar temporary living places/non-residential) or in homes (or similar permanent living places/residential) where a charge is made to the viewer for the right to use a decoding device to view this program at a time designated by the broadcaster for each viewing. These services offer to the consumer the possibility of choosing a program in a list of programs with a view to its viewing at a time planned by the broadcaster (each program proposed being broadcast continuously upon the channel).

“Pay Satellite Television” shall mean the up-link transmission of a program by means of an encoded signal to a satellite and its down-link transmission to a terrestrial satellite reception dish and a decoding device for the purpose of viewing this program on a television receiver in private or temporary living places which is located in the immediate vicinity of the reception dish and decoding device where a charge is made (i) to the viewer in private living places for the right to use the decoding device for viewing any special channel that transmits this program ; or (ii) to the operator of a hotel or motel (or similar temporary living place), apartment complex, co-operative, condominium project or similar place located distant from the place where such broadcast signal originated for the right to use the decoding device to receive and retransmit the programming on such channel throughout such places. Pay Satellite Television does not include any form of Interactive broadcasting rights.

“Pay Terrestrial Television” shall mean standard over-the-air broadcast of a program by means of encoded Hertzian waves for reception on a television receiver in private or temporary living places by means of a decoding device where a charge is made (i) to the viewer in private living places for the right to use the decoding device for viewing any special channel that transmits this program; or (ii) to the operator of a hotel or motel (or similar temporary living place), apartment complex, co-operative, condominium project or similar place located distant from the place where such broadcast signal originated for the right to use the decoding device to receive and retransmit the programming on such channel throughout such places. Pay Terrestrial Television does not include any form of Interactive broadcasting rights.

“Permitted Devices” shall mean any device capable of receiving the transmission of a program including TV connected to Internet through intermediary devices (including but not limited to set top box, blue-ray players, media centers, routers, and any other similar devices), connected TVs, personal computers, gaming consoles, tablets, portable players (including MPEG4 and PDA), mobile phones (including smartphones) and any other electronic devices existing nowadays or created thereafter and compatible with the Service.

“Service” shall mean a platform for streaming and/or downloading a program transmitted via an encoded signal by any and all means including mobile telecommunication networks, internet, or otherwise (excluding via classical TV broadcast methods).

“Simulcast” shall mean simultaneous and integral transmission of the entire broadcaster's feed via Free Cable Television, Free Satellite Television and IPTV, on a linear form, without any changes of the content as on the

original channel nor time shifting, such Simulcast being geo-blocked to the Territory and restricted to IP addresses located in the Territory only, for reception on any electronic devices (including but not limited to TV sets, computers, tablets and mobile phones).

“Subscription Video On Demand” (SVOD) shall mean VOD on a Service where the end-user has access to a program among a package (defined by quantity, time period or type/category of programs) and has the right to initiate an unlimited number of streaming of the program against the payment of a periodic subscription fee.

“Transactional Video On Demand” (TVOD) shall mean VOD on a Service where a charge is made to the end-user for his right to initiate an unlimited number of viewings of one program or one episode of a program.

“Video On Demand” (VOD) shall mean the transmission of a program by means of an encoded signal for reception on Permitted Devices in private living places through a system where a charge is made to the viewer for the right to use a decoding device to view the program at a time selected by the consumer for each viewing. These services allow the consumer to choose a program with a view to its viewing at any time he chooses (immediate viewing by streaming or subsequent viewing after downloading of the program on a set-top box), the consumer completely controlling the “reading modalities” of the program.

ARTICLE 3 - LICENSE PERIOD

The License Period is set forth under article **3** of the Special Terms and Conditions.

It is nevertheless expressly specified that if the last authorised run occurs prior to the end of the License Period, this License Period shall terminate automatically on the date of the last run and all rights hereby granted to LICENSEE shall automatically revert to MEDIATOON.

It is expressly specified that failure of LICENSEE to complete the maximum number of runs mentioned under article **3** of the Special Conditions and Terms before the end of the License Period will not extend this License Period.

ARTICLE 4 - TERRITORY

4.1. The Territory shall mean the country or countries listed in article **4** of the Special Terms and Conditions as its or their political and territorial boundaries exist on the date of this Agreement, exclusive of non-contiguous colonies and possessions.

4.2. LICENSEE expressly acknowledges that it is not authorised or has not been licensed the right to broadcast the Program(s) or allow any third party to do so outside the Territory.

LICENSEE agrees not to facilitate the reception of the Program(s) outside the Territory. Nevertheless, it is expressly acknowledged and agreed by the Parties that where the Program(s) is/are transmitted by satellite for reception in the Territory, such transmissions may be received outside the Territory due to the inherent incapability of satellites to beam down signals confined to territorial boundaries (“Overspill”). MEDIATOON expressly acknowledges and agrees that the occurrence of Overspill shall not constitute a breach of this Agreement.

4.3. LICENSEE acknowledges and agrees that any broadcast of the Program(s) by any holder of satellite exploitation rights for the exploitation of the Program(s) outside the Territory, which is intended for reception in a foreign territory but which is also capable of reception in the Territory shall not be a breach or infringement of the exclusive Rights, if any, granted to LICENSEE hereunder.

ARTICLE 5 - PAYMENT OF LICENCE FEE

5.1. Unless otherwise notified to LICENSEE, payments of the Licence Fee determined under article **7** of Special Terms and Conditions shall be made by wire transfer to the following accounts:

- If the payment is made in US Dollars:

BANK:	XXXXXX
ADDRESS	XXXXXX
PHONE	XXXXXX
RIB:	XXXXXX
IBAN:	XXXXXX
BIC-SWIFT:	XXXXXX

- If the payment is made in Euros or in other Foreign Currency:

BANK:	XXXXXX
ADRESS	XXXXXX
PHONE	XXXXXX
RIB:	XXXXXX
IBAN:	XXXXXX
BIC-SWIFT:	XXXXXX

5.2. LICENSEE agrees that any amount payable to MEDIATOON pursuant to this Agreement shall be expressed and paid as net amounts free and clear of any tax, levy or charge of whatsoever kind or nature however denominated. However, as an express exception to the foregoing and subject to articles **5.3** and **5.4** below, LICENSEE shall be entitled to deduct withholding tax on any amounts due and payable to MEDIATOON, if such tax is required by the law of the Territory.

5.3. In the event that LICENSEE is required to deduct withholding tax as specified above, LICENSEE shall forthwith notify MEDIATOON thereof and provide MEDIATOON with the original certificate of receipt from the relevant government authority. If LICENSEE fails to supply the original certificate, such sums so deducted shall be paid by LICENSEE to MEDIATOON upon MEDIATOON's first request.

5.4. The withholding tax deducted by LICENSEE shall be made in accordance with the relevant tax convention with France. LICENSEE shall take all necessary steps at its sole expense to assist MEDIATOON in recovering the maximum amount of such withholding tax in accordance with the provisions of such double taxation treaty or with any applicable laws or regulations.

5.5. Any sums payable to MEDIATOON under this Agreement, which are not paid when due shall bear interest from the due date until the date of actual payment at a rate per annum of 10% (ten per cent). The foregoing interest payment shall be in addition to any other rights MEDIATOON may have hereunder.

5.6. It is expressly specified that the Licence Fee shall be paid in full to MEDIATOON at the time set forth in the Special Terms and Conditions or as otherwise provided herein, whether or not the program have actually been broadcast.

Failure to commence the broadcasting on the start date of the License Period will not extend the dates of payment of License Fee. License Fee shall be payable in full, regardless of whether the Program(s) is/are actually broadcast for all of the runs licensed hereunder, without offset, deduction, counterclaim or other credits which LICENSEE may have or claim to have against MEDIATOON.

5.7. In the event that LICENSEE shall be prohibited or restricted from making payment of any moneys at the time when same are due and payable to MEDIATOON hereunder, by reason of the laws or currency regulations within, LICENSEE shall, upon MEDIATOON's request, deposit such blocked funds to the credits of MEDIATOON in a bank or banks or other depository in the Territory designated in writing by MEDIATOON or pay them promptly to such persons or entities as MEDIATOON may designate in writing.

ARTICLE 6 - MATERIAL

MEDIATOON will deliver to LICENSEE and/or give LICENSEE access to the Broadcast Material and the Additional Material set forth under article **6** of Special Terms and Conditions and more particularly described in Appendix **II**. The Broadcast Material and the Additional Material are jointly referred to as the "Material". Unless otherwise stated under Special Terms and Conditions, costs and risks of the Material delivery shall be entirely borne by LICENSEE (including, but not limited to packaging, transport, insurance, customs, etc.).

It is expressly acknowledged and agreed that the Program(s) and, unless otherwise specified, the Material shall remain, under all circumstances, the exclusive and entire property of MEDIATOON or of the third party(ies) from whom MEDIATOON obtains the Rights hereby granted, and the ownership in and to any created material by, for or at the instance of LICENSEE, and all rights (including copyrights) therein, shall vest in MEDIATOON upon the creation thereof.

LICENSEE shall only be entitled to use the Material in accordance with the terms and conditions thereof for the purpose of exercise the Rights herein granted. In this respect, LICENSEE represents and warrants that no exploitation other than the exploitations hereby granted shall be achieved with the Material.

If the Material is delivered to LICENSEE on loan, LICENSEE undertakes to use the same care in handling and storing the Material as it would do for its own property. At the end of the loan period mentioned under article **6.1** of the Special Terms and Conditions or upon earlier termination of this Agreement, LICENSEE undertakes to

License Agreement with MEDIATOON DISTRIBUTION dated Friday, 8 November 2024

Program(s): BELFORT AND LUPIN (26x22'); THE GARFIELD SHOW – season 1-4 (210x11'); THE GARFIELD SHOW – season 5 (4x11'); THE FOX BADGER FAMILY – season 1 (52x12'); THE FOX BADGER FAMILY – season 2 (52x12'); VENICE – THE MOST ANCIENT CITY OF THE FUTURE (1x26')

LICENSEE: STVR

ZN2000749

return at its own expenses the whole Material belonging to MEDIATOON and remaining in LICENSEE's possession. If LICENSEE fails to return this Material, or if LICENSEE returns damaged Material, LICENSEE shall forthwith pay MEDIATOON the laboratory costs of replacing such Material.

If the Material is bought by LICENSEE, LICENSEE shall cease to use this material upon expiration or earlier termination of this Agreement and undertakes to destroy or erase the Material upon MEDIATOON's request.

6.1. Broadcast Material

Upon receipt of the Broadcast Material of the Program(s) or upon receipt of letter of access to the laboratory in which the Broadcast Material of the Program(s) is stored, LICENSEE shall promptly examine this Broadcast Material to determine whether it is physically suitable for the exercise of the Rights hereby granted.

If the Broadcast Material is unsuitable, LICENSEE shall give immediate notice thereof to MEDIATOON specifying the particular defect and MEDIATOON shall provide LICENSEE with substitute Broadcast Material.

Unless MEDIATOON receives a notification in writing within 15 (fifteen) business days following LICENSEE's receipt of the Broadcast Material or receipt of the letter of access to laboratory in which the Broadcast Material is stored, then MEDIATOON will be deemed to have complied with its obligations in this respect and the Broadcast Material will be deemed to be accepted.

In the same way, if MEDIATOON provides LICENSEE with substitute Broadcast Material, 15 (fifteen) business days following LICENSEE's receipt of this substitute material or the receipt of the letter of access to the laboratory in which this substitute Broadcast Material is stored, then MEDIATOON will be deemed to have complied with its obligations in this respect and the substitute Broadcast Material will be deemed to be accepted.

6.2. Additional Material

6.2.1. Additional Material delivered by MEDIATOON

MEDIATOON shall supply LICENSEE with advertising, promotional and any other material relating to the Program(s) as LICENSEE may request to the extent that MEDIATOON has such material readily and legally available. At the expiration of this Agreement or earlier termination, LICENSEE shall return at its own costs such material.

6.2.2. Additional material created by LICENSEE

Subject to MEDIATOON's prior written approval, LICENSEE shall have the right, at its sole expense, to make or cause to be made Additional Material with respect to the broadcasting of the Program(s) such as advertising or promotional material, trailer, etc. provided that such Additional Material shall adhere in all respects to the billing and credit obligations required by MEDIATOON.

If requested, MEDIATOON shall give its approval within 15 (fifteen) business days following the receipt of the Additional Material submitted to its approval (failing a reply within this period, such approval will be deemed withheld).

LICENSEE undertakes not to begin the reproduction of any Additional Material it has created and/or the broadcasting of this Additional Material created before having received MEDIATOON's prior written approval regarding the Additional Material submitted.

Upon MEDIATOON's specific written request, MEDIATOON shall have free access to the Additional Material created by LICENSEE upon terms and conditions to be mutually agreed. LICENSEE hereby undertakes to assign free of charge to MEDIATOON the full copyright in the Additional Material LICENSEE may make or create or cause to be made or created. MEDIATOON shall be entitled to exploit this Additional Material and to allow any third party to do so.

It is expressly specified that financial conditions stated under article **8** of Special Terms and Conditions have been fixed by taking into account MEDIATOON's access to this Additional Material and the transfer to MEDIATOON of any rights regarding to this Additional Material including especially intellectual property rights.

LICENSEE shall provide MEDIATOON with all documents required for the exploitation by MEDIATOON of the Additional Material created by LICENSEE, including especially all agreements regarding this material.

ARTICLE 7 - AUTHORISED LANGUAGE(S)

7.1. LICENSEE shall be entitled to make or cause to be made a subtitled and/or dubbed version of the Program(s) in the Authorised Language(s), at LICENSEE's sole costs and expenses. LICENSEE shall seek and abide by all MEDIATOON's reasonable instructions in connection with the cost and preparation of the said dubbed and/or subtitled version of the Program(s). If required by MEDIATOON, LICENSEE shall submit the voices casting to MEDIATOON for prior approval.

LICENSEE shall not translate or adapt the title of the Program(s) in the Authorised Language(s) without MEDIATOON's prior written approval.

LICENSEE shall ask MEDIATOON whether characters of the Program(s) are known under any name in the Authorised Language(s) and undertakes to abide by these names, if any.

LICENSEE shall indemnify and hold MEDIATOON harmless from and against any claims, loss, damage or expense (including reasonable legal fees and expenses) arising out of or in connection with the dubbing and/or subtitling of the Program(s) to be made or caused to be made by LICENSEE.

7.2. As stated under Special Terms and Conditions, LICENSEE hereby undertakes to assign to MEDIATOON the full copyright in any subtitled or subtitling material (including main end title credits) and any dubbed or dubbing material which LICENSEE may make or create or cause to be made free of charges. MEDIATOON shall be entitled to exploit this material and to allow any third party to do so. The rights assigned to MEDIATOON shall include all worldwide exploitation rights and notably TV and videographic exploitation rights for a minimum period of 30 (thirty) years. LICENSEE agrees to execute any document reasonably required by MEDIATOON to confirm such assignment.

Unless otherwise stated under Special Terms and Conditions, financial conditions under article **7** of Special Terms and Conditions have been fixed by taking into account MEDIATOON's access to this material and the transfer to MEDIATOON of any rights regarding this material including especially intellectual property rights.

LICENSEE agrees to provide MEDIATOON, within a reasonable period of time after the completion of this version and before any exploitation, with the following elements:

- a digital files Master of the version(s) LICENSEE may create or cause to be made or created under this article (any subtitled version (including main end title credits) and/or dubbed version),
- a copy of the final scripts of the Program(s) in the Authorised Language(s).

7.3. LICENSEE shall only use in its entirety the music, which has been used in the original version of the Program(s) for the making of the Authorised Language(s) dubbed and/or subtitled version(s). In this respect, LICENSEE warrants and represents that the music and/or effects tracks delivered by MEDIATOON hereunder shall not be altered for the making of the Authorised Language(s) dubbed and/or subtitled version(s).

7.4. LICENSEE is aware that one or several episodes of the Program(s) may include one or several song(s), and that neither the translator(s) of such song(s) nor LICENSEE is entitled to any music publishing rights with regards to the translation of such song(s). Therefore, MEDIATOON and/or the original composer(s) of the song(s) shall remain the sole owner(s) of the music publishing rights. For the avoidance of doubt, it is specified that LICENSEE is allowed to broadcast such episode(s) in its/their entirety, including the translation of the song(s) in accordance with the provisions of this Agreement.

ARTICLE 8 - EDITING

The Program(s) shall be broadcasted as delivered by MEDIATOON, in its/their entirety (including credits) and in its/their original continuity, without any changes, interpolations, alterations, cuts, or editing.

In this respect, LICENSEE represents and warrants it has previously viewed the Program(s) and it knows the Program(s) well.

It is expressly specified that MEDIATOON does not represent or warrant that any particular censorship permission will be obtained.

In the event of change(s) required by authorised censorship authorities, LICENSEE undertakes to inform MEDIATOON about the change(s) required, in order that MEDIATOON can submit this(ese) change(s) to the prior approval about such change(s) of the relevant rights holders of the Program(s) (producer, authors, ...).

ARTICLE 9 - ADVERTISING AND CREDITS

LICENSEE shall be entitled during the License Period to broadcast extracts of the Program(s), not exceeding in total 10% (ten per cent) of the whole duration of the Program(s) (or the duration of each episode of the Program(s) if applicable), solely for the purpose of promoting the broadcast of the Program(s) by LICENSEE.

LICENSEE shall also have the right to promote the Program(s), under the same conditions, as specified above, via LICENSEE's own website.

If requested by MEDIATOON, advertisements relating to the Program(s) shall be approved by MEDIATOON prior to any broadcasting and/or reproduction of these advertisements. MEDIATOON shall give its approval within 15 (fifteen) business days following the receipt of these advertisements. Failing a reply within this period, such approval will be deemed withheld.

In the event of non-approval by MEDIATOON, LICENSEE shall submit to MEDIATOON's approval any required modification of this material before being used.

LICENSEE shall strictly adhere to the credit schedules supplied by MEDIATOON in the main and/or end titles of the Program(s) and in all advertising and publicity with respect thereto.

If MEDIATOON does not provide such a credit schedule, then LICENSEE must demand this credit schedule from MEDIATOON in writing before preparing any advertising or publicity for the Program(s).

ARTICLE 10 - OBLIGATIONS OF LICENSEE

10.1. For each form of exploitation Rights granted to LICENSEE under article 2 of Special Terms and Conditions, LICENSEE shall notify MEDIATOON at least 30 (thirty) business days in advance of the date of the expected first broadcast.

10.2. LICENSEE shall provide MEDIATOON with broadcast dates, rating results and markets shares and any other information concerning the broadcast of the Program(s) that MEDIATOON could require.

10.3. LICENSEE undertakes not to use the Program(s) or any of its element as an endorsement of any product, service, person, firm, corporation, etc.

10.4. LICENSEE shall take all steps necessary to protect the Program(s) and all material delivered or manufactured hereunder by copyright in the Territory, such copyright to be taken in the name of MEDIATOON or in the name of the right holder as MEDIATOON shall designate.

Furthermore, and as soon as LICENSEE shall become aware of the existence of any imitation or attempt to imitate or copy the Program(s), it shall immediately inform MEDIATOON. It shall also advise and help in any way possible MEDIATOON, in the event of any court action undertaken by MEDIATOON and will take all possible measures necessary to protect said rights.

MEDIATOON shall be the sole and only judge of any such action to be undertaken and under no circumstances whatsoever may LICENSEE take this initiative without the prior written approval of MEDIATOON.

If LICENSEE shall become the object of contestation or legal action from a third party concerning LICENSEE's activities relating to Agreement, it shall duly and immediately inform MEDIATOON, and shall provide copies of all documentation concerning said contestation or legal action. If MEDIATOON so wishes, MEDIATOON may intervene in any dispute of any nature between LICENSEE and third party.

ARTICLE 11 - OWNERSHIP

The goodwill pertaining to the Program(s), the characters and names of the characters and the name of MEDIATOON, alone or in a combination of other words, and the tradename or trademark or other identification of MEDIATOON shall belong exclusively to MEDIATOON or to the third party(ies) from whom MEDIATOON obtains the Rights hereby granted.

ARTICLE 12 - COPYRIGHT SOCIETIES AND PERFORMING RIGHTS SOCIETIES

12.1. According to the applicable laws in the Territory, all sums collected by any authors' rights society, performing rights society or governmental agency which are payable to authors, producers or distributors and

which arise from royalties, compulsory licenses, cable retransmission income, tax rebates, exhibition surcharges or the like will be the sole property of MEDIATOON and/or the respective right holder.

If any of them are paid to LICENSEE, then LICENSEE will immediately remit them to MEDIATOON with an appropriate statement identifying the payment.

12.2. According to the applicable laws in the Territory, LICENSEE shall be responsible for making any necessary payments and/or relevant statements for the exploitation of the Program(s) in the Territory to any and all local author's rights societies, such as SACD, SACEM or SDRM, or to foreign authors rights societies, which represent them.

Regarding the music contained in the Program(s), LICENSEE shall file or register (as appropriate) a copy of the cue sheet for the Program(s) with the appropriate performing and/or mechanical rights societies in the Territory.

12.3. According to the applicable laws in the Territory, It is expressly specified that the cable broadcasting rights deriving from the uncut and simultaneous repeat of the Program(s) broadcast through terrestrial channel may be collectively managed by AGICOA-ANGOA or any local similar organisation. In that case, all receipts deriving from this collective management shall remain MEDIATOON and /or the respective right holder's property, it being specified that LICENSEE is not entitled to send any notification in this respect.

ARTICLE 13 - REPRESENTATIONS AND WARRANTIES

13.1. LICENSEE hereby warrants and represents that it is a corporation validly existing and in good standing under the laws of its registered office and that it has the full right, power, legal capacity and authority to enter into this Agreement and to carry out the terms and conditions hereof, that there are no existing or threatened claims or litigation which would adversely affect or impair LICENSEE's ability to perform under this Agreement.

13.2. LICENSEE covenants and warrants that the Program(s) will not be telecast or exhibited except by the licensed media, by the licensed channel in the Authorised Language(s) and that it shall not be telecast or exhibited beyond the expiration date of the Term specified in the Agreement or in excess of the maximum number of run(s) of the Program(s).

13.3. LICENSEE hereby agrees to defend, indemnify and hold harmless MEDIATOON and its assignees from and against any claims, losses, damages, costs, charges, outside legal fees (and expenses), recoveries, actions, judgements, penalties, expenses and other loss whatsoever which may be obtained against, imposed upon or suffered by MEDIATOON and/or its assignees, by reason of the breach by LICENSEE of any warranty, covenant or representation herein including in respect of the exploitation, broadcasting and advertising of the Program(s) by LICENSEE.

13.4. LICENSEE represents and warrants that it shall obtain public music performance licenses as required by the relevant performing rights society for the broadcasting of the Program(s). LICENSEE agrees to hold MEDIATOON harmless and indemnifies MEDIATOON from any loss, damage cost and expense which MEDIATOON may suffer or incur by reason of breach by LICENSEE of the obligation described in the articles **12.1** and **12.2** of the General Terms and Conditions (obligations to pay authors' rights societies and performing rights societies).

13.5. MEDIATOON represents and warrants that it owns any and all of the rights necessary to grant the Rights and to perform all of its obligations under the Agreement. MEDIATOON further warrants and represents that all necessary rights have been cleared and that LICENSEE may exercise the rights granted to it herein without payment of any additional fees or expenses to any third party, subject to the terms and conditions of the Agreement.

Consequently, MEDIATOON shall assume all liabilities arising from and hold LICENSEE harmless against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages, expenses..., arising out of the undertakings, representations, and warranties made by MEDIATOON in the Agreement or in connection with the Rights.

ARTICLE 14 - ROYALTY STATEMENTS AND REPORTING

Royalty statements shall be sent by LICENSEE every quarter upon the beginning of the License Period. The statements shall detail for each Program 1) the name of every LICENSEE' sublicensee that exploits the Program, if applicable, 2) the name of the Authorised service 3) the start date and end date of each sublicensee's license period, if applicable 4) the type of VOD (SVOD, TVOD...) 5) the daily or weekly number of clicks of each episode of the Program compared to the average number of clicks on the service 6) the net revenues received by LICENSEE from each sublicensee, if applicable 7) the royalties to be received by MEDIATOON.

While this Agreement remains in effect and for 5 (five) years thereafter, LICENSEE shall maintain full and accurate books of account and copies of all documents relating to the Agreement (including the number of views and watchtime of the Program(s) on the Authorised service) at LICENSEE's office. MEDIATOON, by its duly authorised agents and representatives, shall have the right on reasonable prior notice to audit such books and documents, shall have access thereto during ordinary business hours, and shall be at liberty to make copies of such books and documents.

If any audit of LICENSEE's books and records reveals that the Royalties actually accounted and paid to MEDIATOON with respect to any period were underpaid by 3% or more, LICENSEE shall, in addition to paying MEDIATOON any underpaid Royalties, reimburse MEDIATOON for professional fees and direct expenses incurred in conducting such audit, together with interest on the underpaid royalty amount at a rate of 1.5% per month.

ARTICLE 15 - CONFIDENTIALITY

MEDIATOON and LICENSEE acknowledge that all the terms of this Agreement, all documents and information whatsoever related to the business of MEDIATOON or LICENSEE, or any of their affiliates is of a valuable and confidential nature ("Confidential Information") and that disclosure of the other Party's Confidential Information in any manner would materially harm MEDIATOON or LICENSEE. Accordingly, during the Term and for a period of 5 (five) years thereafter, neither MEDIATOON nor LICENSEE shall directly or indirectly disclose or discuss with any third parties any of the other Party's Confidential Information and MEDIATOON and LICENSEE agree not to use the other Party's Confidential Information, except for the purpose of the transactions contemplated by this Agreement.

Notwithstanding the foregoing, MEDIATOON may communicate any of the information provided in this Agreement to any company affiliated to Média-Participations Paris and to the right holders of the Program(s).

ARTICLE 16 - TERMINATION

16.1. Non compliance with the obligations

Should either Party fail to comply with any of the obligations herein defined, and 15 (fifteen) days after the receipt by the defaulting Party of a formal notice by registered letter with acknowledgement of receipt, such compliance should remain ineffective, the other Party would have the option of terminating this Agreement by registered letter with acknowledgement of receipt without any legal formality being required therefore and this, without prejudice to any possible action for damages.

16.2. Force majeure or act of God

In the event that due to an act of God or force majeure, should either Party be unable to fulfil its obligations hereunder, this Party's obligations shall be suspended for the whole duration of occurrence of such event, and the other Party shall not be entitled to claim damages or to cancel this Agreement.

Should however the length of such event exceed 6 (six) months, each Party would be entitled to terminate this Agreement by registered letter with acknowledgement of receipt, and this without any indemnity being due on either side.

16.3. Effects of termination

Upon termination of this Agreement for any reason, all rights hereby granted to LICENSEE shall revert to MEDIATOON absolutely. Upon termination of this Agreement due to LICENSEE'S breach of any of its obligations herein defined, all license fees then due or to become due to MEDIATOON hereunder shall become immediately due and payable.

ARTICLE 17 - ASSIGNMENT

17.1. MEDIATOON may freely assign this Agreement or all and any portion of MEDIATOON's rights or obligations hereunder to any company affiliated to Média-Participations Paris, provided that such assignment shall not relieve MEDIATOON of any of its obligation hereunder, and provided that MEDIATOON informs LICENSEE about this assignment.

17.2. The License herein granted to LICENSEE may not, without the prior written approval of MEDIATOON, be assigned, sold or otherwise disposed of by LICENSEE. Any attempted or purported assignment or other disposition by LICENSEE in violation of this provision shall be null and void ab initio.

ARTICLE 18 - GOVERNING LAW AND JURISDICTION

18.1. This Agreement shall be governed by and construed in accordance with the laws of France.

18.2. Any claim or litigation between the Parties, whether arising with regard to the validity, performance or interpretation of this Agreement or otherwise, where the parties fail to reach a negotiated settlement, shall be submitted to the exclusive jurisdiction of the Courts of Paris.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

19.1. This Agreement, including its appendices, is complete and constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof.

All prior understandings, whether oral or written, in respect to said subject matter are superseded by the provisions of this Agreement including its Appendices.

No purported modification or amendment to this Agreement shall be effective unless made in writing and signed by a duly authorised officer of each of the Parties hereto.

19.2. It is understood that if any provision of this Agreement is found to be contrary to any applicable law or regulation of the Territory or part hereof, the same shall not affect the other provisions of this Agreement, which shall continue in full force and effect.

19.3. Nothing in the Agreement shall be construed to create or evidence a joint venture, partnership or agency relationship between the Parties hereto. Neither Party shall hold itself out contrary to the terms of this article nor neither Party shall become liable because of any representation, act or omission of the other. This Agreement is not for the benefit of any third Party and shall not be deemed to create or evidence any right or remedy of any such third Party, whether referred to herein or not.

19.4. No waiver by either Party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of (i) any other breach of the same provision and (ii) any breach of any other provision of this Agreement, and no waiver shall be effective unless made in writing and then only to the extent specifically set forth. The exercise of any rights granted to either Party hereunder shall not operate as a waiver of any default or breach on the Party of the other Party hereto. Each and all of the several rights and remedies of the Parties hereunder shall be construed as cumulative and no one of them exclusive of the others or of any right or priority allowed by Law.

19.5. The headings to the articles of this Agreement are for convenience only and shall not be considered for any purpose in interpreting or construing this Agreement.

19.6. All notices, statements or other documents which either Party shall be required or shall desire to give to the other Party shall be in writing and shall be delivered by personal delivery, courier or by fax.

Until further notice in writing, the addresses of the Parties shall be as set forth at the head of this Agreement.

License Agreement with MEDIATOON DISTRIBUTION dated Friday, 8 November 2024

Program(s): BELFORT AND LUPIN (26x22'); THE GARFIELD SHOW – season 1-4 (210x11'); THE GARFIELD SHOW – season 5 (4x11'); THE FOX BADGER FAMILY – season 1 (52x12'); THE FOX BADGER FAMILY – season 2 (52x12'); VENICE – THE MOST ANCIENT CITY OF THE FUTURE (1x26')

LICENSEE: STVR

ZN2000749

APPENDIX II MATERIAL

Broadcast Material

- Support: **Digital Files**
- Standard: **PAL**
- Version:
 - For programs A, C, and E: **French French PRO RES HD files with M&E embedded in the file or in separate wav files.**
 - For program F: **Italian PRO RES HD files with M&E embedded in the file or in separate wav files.**

Additional Material

All available additional material (title lists, synopses, scripts, music cue sheets, pictures...) to be downloaded free of charge from MEDIATOON's FTP website.

**APPENDIX III
ACCESS LETTER**

SLOVENSKÁ TELEVÍZIA A ROZHLAS
Mlynska dolina, 845 45 Bratislava
Slovak Republic

Paris, [DATE]

Re: Access letter / [LANGUAGE] version of the Program "[PROGRAM TITLE + SEASON]" ([FORMAT]).

Dear [Sir] [Madam],

WHEREAS:

- a) On [DATE LICENSE AGREEMENT], [CLIENT NAME] (hereinafter "LICENSEE") and MEDIATOON DISTRIBUTION (hereinafter "MEDIATOON"), entered into an agreement for the license of certain rights with respect to the Program (hereinafter the "License Agreement");
- b) Pursuant to the License Agreement, LICENSEE has been granted the right to create the [LANGUAGE VERSION] language dubbed and/or subtitled version of the Program (hereinafter the "Language Version");
- c) this access letter (hereinafter the "Access Letter") confirms and codifies the understanding between LICENSEE and MEDIATOON with respect to the access by MEDIATOON to the Language Version of the Program created by LICENSEE, in accordance with the provisions set forth in the License Agreement.

NOW, THEREFORE, in consideration of the foregoing premises:

1) Grant of rights :

LICENSEE hereby grants to MEDIATOON the right to exploit, distribute, use and adapt the Language Version, in all or in part, by any and all means, proceed and media now known or later developed (including but not limited to TV rights, Home Video rights, VOD rights (including without limitation subscription video on demand (SVOD), transactional video on demand (TVOD), free video on demand (FVOD), advertising video on demand (ADVOD)), theatrical and non-theatrical rights, merchandising and licensing rights and all other kind of ancillary exploitations (including but not limited to audio rights for audiobooks, advertising and promotional material such as trailers, excerpts, etc., and any kind of exploitation in festival, etc.) worldwide, in perpetuity starting from the signature of this Access Letter.

For the avoidance of any doubt, the above-defined rights are granted to MEDIATOON on an exclusive basis, except with respect to LICENSEE who shall keep the right to exploit the Language Version in accordance with the rights granted by MEDIATOON to LICENSEE on the Program in the License Agreement. MEDIATOON shall be allowed to freely exploit the Language Version granted in this Access Letter directly and/or through any third party of its choice.

2) Financial conditions:

2.1. In consideration of the assignment of worldwide rights in perpetuity as detailed in article 1 above, LICENSEE shall receive from MEDIATOON a total and definitive lump sum of **[PRICES IN NUMBERS] ([PRICES IN LETTERS])** net of any taxes and duties (hereinafter the "Access Fee").

The Access Fee shall be payable upon reception and acceptance of the Delivery Material (as defined in article 4 below) and subject to signature of this Access Letter and reception of the relevant invoice by MEDIATOON.

Such invoice (when due) shall be paid by MEDIATOON to LICENSEE by bank wire within 30 (thirty) days end of the month from the receipt of the invoice.

Withholding tax, where applicable, shall be deducted from the Access Fee.

2.2. The Access Fee shall constitute the entire one-time flat and definitive fee to which LICENSEE will be entitled for the rights assigned pursuant to article 1.

It is therefore expressly agreed that LICENSEE and/or its contracting parties (including without limitation the author(s) of the translation and/or adaptation works and the voice and vocal actors) shall not be entitled to claim any other remuneration of any kind whether it is a lump sum remuneration or a royalty share, neither directly from MEDIATOON or its assignees, nor indirectly from the collecting societies, with regards to the Program and especially the Language Version of the Program. This provision being of the essence for MEDIATOON.

For the avoidance of doubt, LICENSEE shall be in charge of and solely responsible for the possible payments which might be due with respect to the exploitation of the Language Version of the Program to the different right holders, technicians and/or to any other person having participated to the creation and performance of the Language Version.

3) Material delivery and acceptance:

LICENSEE shall deliver to MEDIATOON (i) the Language Version via files Pro Res HD and (ii) all the elements created by LICENSEE with respect to the Program including any and all promotional materials (such as metadata file, logos, music cue sheets, trailers...) (together the "Delivery Material").

Within thirty (30) days of receipt of the Delivery Material, unless otherwise notified in writing by MEDIATOON, such Delivery Material shall be deemed accepted.

4) Representations and warranties:

LICENSEE represents, warrants and guarantees that:

- (i) it is the sole and exclusive owner of any and all rights, including intellectual property rights, in and to the Language Version and the Delivery Material;
- (ii) the Language Version will not contain any material which is slanderous or defamatory, and will not violate, infringe upon, or give rise to any adverse claim with respect to any right (including, without limitation, any copyright, trademark, service mark, literary, dramatic or motion picture right, right of privacy or publicity or contract right) of any person, firm or corporation, or violate any law;
- (iii) the various agreements it has concluded contain all authorisations and provisions required for a free and peaceful exploitation by MEDIATOON or its assignees of the Language Version and/or its elements (such as the use of voices with or without sound elements and/or with or without images), in the entire world by any and all means and processes in perpetuity;
- (iv) all fees related to the creation and the clearance of the Language Version have been made by LICENSEE for the exploitation of such version in accordance with the rights granted herein. Therefore, no additional remuneration shall be paid nor other agreements shall be concluded by MEDIATOON regarding the acquisition, the exercise and the disposal of the rights deriving from the Language Version, with the sole exception of the royalties for musical performing and mechanical reproduction rights in relation with the original music of the Program administered by collecting societies which shall be under MEDIATOON's responsibility for its use of the Language Version of the Program.

LICENSEE shall indemnify and hold MEDIATOON and its parent, subsidiaries, affiliated entities, assignees and each of their officers, directors employees and agents harmless, at all times, from and against any and all damages or other losses (including, without limitation, attorneys' fees and costs) arising out of any claim (threatened or actual, fixed or contingent, known or unknown), lawsuit, judgment, arbitration or other proceeding (hereinafter the "Claim") resulting from: (i) any breach by LICENSEE of its obligations, representations or warranties hereunder; (ii) any infringement of a third party's intellectual property rights arising out of or in connection with MEDIATOON's exploitation of the rights granted to it hereunder.

In particular, LICENSEE shall indemnify and hold MEDIATOON and its parent, subsidiaries, affiliated entities, assignees and each of their officers, directors employees and agents harmless, at all times, from and against any Claim from: (i) any person (authors, voice and vocal actors, technicians personnel, etc.) having participated to the Language Version of the Program; and (ii) any person not having participated to the Language Version of the Program, which would consider suffering a prejudice as a result of the exploitation of the Language Version.

Furthermore, LICENSEE agrees to provide any document reasonably required by MEDIATOON to confirm MEDIATOON's full capacity to use or grant the use of the Language Version herein.

5) General terms:

- (i) This Access Letter constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, between the parties with respect thereto. This Access Letter may not be amended, modified or altered in any manner, unless such amendment, modification, or alteration is in writing and is signed by duly authorized representatives of the parties.
- (ii) This Access Letter may be executed in identical duplicate counterparts, each of which, when so executed, shall be deemed an original, but both of which shall constitute one and the same agreement.
- (iii) This Access Letter shall be construed under and interpreted in accordance with the laws of France. The courts of Paris (France) shall be the exclusive jurisdiction with regard to any matter, controversy, or dispute between the parties arising out of or relating to this Access Letter, and each party consents to the exclusive jurisdiction of those courts for any action involving such a matter, controversy, or dispute.
- (iv) Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Access Letter shall not be a waiver of them or of the right at any time thereafter to enforce all terms and conditions of this Access Letter.

IN WITNESS WHEREOF, the parties hereto have executed this Access Letter as of the day and year first above written.

MEDIATOON DISTRIBUTION
MORGANN FAVENNEC

SLOVENSKÁ TELEVÍZIA A ROZHLAS
IGOR SLANINA