

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

<b>Zmluvní partneri:</b>	<b>MEDIAWAN RIGHTS</b> 46 avenue de Breteuil 75007 Paríž Francúzsko zastúpená Mrs. Valérie Vleeschhouwer VAT No. FR29379412919
	a
	Slovenská televízia a rozhlas Mlynská dolina, 845 45 Bratislava IČO: 56 398 255 IČ DPH: SK2122292832 štatutárny zástupca: Mgr. Igor Slanina zástupca generálny riaditeľ zapísaná: Obchodný register Mestského súdu Bratislava III., Oddiel: Po, Vložka.č: 8978/B
<b>Programy:</b>	hrané TV filmy 5x90', 2 hrané minisérie 3x90', prémiová hraná miniséria 8x52', hraná miniséria 4x90', dlhometrážne dokumenty 2x90' a 150', dokumenty 2x52'
<b>Práva a definície:</b>	Nákup licenčných práv programov pre vysielanie STVR na televíznych programových službách Jednotka a Dvojka
<b>Trvanie zmluvy:</b>	Licenčná doba – 3 roky všetky tituly od 31.12.2024 do 30.12.2027 s výnimkou titulov „Date with Deatch eps.3“ a minisérie Vanina Guarassi S2“ kde bude licencia potvrdená dodatočne - TBA
<b>Licencia na územie:</b>	Slovenská republika
<b>Povolený jazyk:</b>	slovenský – dabing
<b>Počet vysielaní:</b>	3 vysielania –každé vysielanie vrátane reprízy do 48 hod. Repríza do 72 hodín pre piatkové

	<b>vysielanie.</b>
<b>Vysielacie práva:</b>	<b>Terestriálne – Free TV práva exkluzívne /Analogové aj digitálne šírenie/ vrátane simultánnej káblovej a satelitnej retransmisie catch up práva do 7 dní po premiérovom vysielaní</b>
<b>Licenčný poplatok:</b>	<b>69.000,- EUR</b>
<b>Splatnosť licencie:</b>	<b>50% platba po podpise licenčnej zmluvy najneskôr k 31.1.2025 50% platba po dodaní materiálov</b>
<b>Podmienky dodania materiálu:</b>	<b>Po podpise licenčnej zmluvy</b>
<b>Technické náklady za materiál:</b>	<b>žiadne</b>
<b>Technické parametre materiálu:</b>	<b>Prores 422 HD files via ftp server, dialogové listiny a promo material.</b>
<b>Prístup k jazykovej verzii:</b>	<b>Možný prístup zmluvného partnera k verziám, vyrobeným v STVR za 50% výrobných nákladov – bod č.4.2.</b>
<b>Ustanovenie o zákonnej povinnosti zverejnenia zmluvy:</b>	<b>doplnené v bode 7 – Compliance</b>
<b>za MEDIAWAN RIGHTS/ LS DISTRBUTION</b>	<b>za STVR</b>
<b>Valérie Vleschhouwer zastupujúca výkonná riaditeľka</b>	<b>Mgr. Igor Slaniana zástupca generálny riaditeľ</b>

## LICENSE AGREEMENT

**BETWEEN:** **MEDIAWAN RIGHTS**, with headquarters located in France, 46 avenue de Breteuil 75007 PARIS, VAT N° FR 29379412919, represented by its Managing Director Valérie VLEESCHHOUWER,

hereinafter called "**MWR**"

**AND:** **SLOVENSKÁ TELEVÍZIA A ROZHLAS (STVR)** – with headquarters located in Mlynska dolina, 845 45 Bratislava - Slovakia, VAT N° SK2122292832, represented by its Deputy General Director, Mr, Igor SLANINA

hereinafter called "**Licensee**"

Licensor and Licensee are hereinafter referred to as "**the Parties**"

## SPECIAL TERMS AND CONDITIONS

### 1. OBJECT OF THE LICENSE AGREEMENT

Licensor grants to Licensee the right to exploit the following program(s) ("the Program(s)") according to the conditions agreed upon in this Special Terms and Conditions and the General Terms and Conditions hereinafter.

CATALOG	TITLE	PRODUCER	GENRE	DURATION	NATIONALITY	ORIGINAL VERSION	License Fee
MEDIA WAN RIGH TS	<b>MURDER IN OCCITANIA</b>	NEYRAC FILM	Fiction	1x94'	FRANCE	French	
MEDIA WAN RIGH TS	<b>TASTE OF CRIME</b>	GMT PRODUCTION	Fiction	1x90'	FRANCE	French	

MEDIAWAN RIGHTS	<b>FREE FALL</b>	AUBE PRODUCTION	Fiction	1x95'	FRANCE	French	
MEDIAWAN RIGHTS	<b>THE DAY I DIE</b>	VEMA PROD	Fiction	1x90'	FRANCE	French	
MEDIAWAN RIGHTS	<b>PRIMAL INSTINCT (EPISODE 1 to 3)</b>	SCARLETT PROD	Fiction	3x90'	FRANCE	French	
MEDIAWAN RIGHTS	<b>DATE WITH DEATH (EP 1 to 3)</b>	SEPTEMBRE PROD	Fiction	3x90'	FRANCE	French	
MEDIAWAN RIGHTS	<b>LOST BULLET 1 (2020)</b>	VERSUS PROD	Fiction	1x90'	FRANCE	French	
MEDIAWAN RIGHTS	<b>THE COUNT OF MONTE CRISTO</b>	PALOMAR	Fiction	8x52'	ITALY	English	
MEDIAWAN RIGHTS	<b>VANINA GUARRASSI (SEASON 2)</b>	PALOMAR	Fiction	4x90'	ITALY	Italian	
MEDIAWAN RIGHTS	<b>THE SPY IN YOUR MOBILE</b>	Forbidden Films	DOCUMENTARY	90'	France	French	

MEDIAWAN RIGHTS	<b>THE YOUNG BERLUSCONI</b>	Gebrueder Beetz & B&B Film	DOCUMENTARY	90'	Italy and Germany	Italian (primary), French, English, and German	
MEDIAWAN RIGHTS	<b>SOUNDTRACK TO A COUP D'ETAT</b>	Warboys Films et Onomatopee Films	DOCUMENTARY	150'	France, Belgium, Netherlands	English	
MEDIAWAN RIGHTS	<b>THE FABULOUS WORLD OF FUNGI</b>	CMG (CFTV9), INRAE	DOCUMENTARY	52'	France	French	
MEDIAWAN RIGHTS	CANARIES ISLAND, A PARADISE ON LIFE SUPPORT	Big Company Prod	DOCUMENTARY	52'	France	French	

**2. RIGHTS GRANTED**

**2.1 Media Rights granted**

Licensee may exploit the Program(s) by means of the Rights specifically identified below, in the Authorized Language granted, for the Authorized Channel(s)/Platform(s), during the License Period and for the Territory below mentioned, only. A right is licensed to Licensee only if the box is marked ("[X]"). It is agreed between the Parties that all rights of whatsoever kind and nature now or hereafter known which are not specifically granted to Licensee herein - including a right not marked ("[ ]") - are hereby expressly and exclusively reserved to Licensor for its unrestricted use and disposition, in particular regarding any other dubbed or subtitled version of the Program(s).

**TV Rights**

FREE TV RIGHTS			
<b>Free Analogue Terrestrial TV</b>	<input checked="" type="checkbox"/> Exclusive <input type="checkbox"/> Non-Exclusive	<b>Free Satellite TV</b>	<input checked="" type="checkbox"/> Exclusive <input type="checkbox"/> Non-Exclusive
<b>Free Digital Terrestrial TV (DTT)</b>	<input checked="" type="checkbox"/> Exclusive <input type="checkbox"/> Non-Exclusive	<b>Free Cable TV</b>	<input checked="" type="checkbox"/> Exclusive <input type="checkbox"/> Non-Exclusive

Catch-Up     Preview     Start-Over     Stacking

Catch-up TV Rights are granted on a non-exclusive basis. They are only linked to the first transmission of the Program(s) and are available during 7 (Seven) days only, free of charge for the viewer and on an on-demand basis. Catch-up TV rights are granted to the extent the Program(s) can only be viewed through streaming (i.e. the Program(s) cannot be downloaded) and all measures of geo-blocking are in place.

### **For the Program(s) "SOUNDTRACK TO A COUP D'ETAT": Art World Rights**

Johan Grimontprez has retained the exclusive worldwide rights to the Art World Rights means:

- (i) To make available the Program(s) in any museums, public, private or non-profit art institutions, galleries, foundations, venues but also exhibitions, fairs, events, etc., occasionally or permanently for free, for a flat fee, for an admission fee, etc, by using any means and media and directly or through art dealers;
- (ii) To sell editions of the Program(s) as artwork (up to 15 editions) to any museums, public, private or non-profit art institutions, galleries, foundations, venues, etc. in which case the Program(s) can solely be used inside the facility of the buyer; and also to individuals in which case the individual buyer shall use the Program(s) for personal, non-commercial use only, by using any means and media and directly or through art dealers.

The Art World Rights can only be exercised by Johan Grimontprez in the Territory. The Licensor will use its best efforts to inform Licensee of the locations and dates of screenings where possible.

Licensor must procure that Johan Grimontprez uses its best endeavours to ensure that the Art World Rights do not materially adversely affect Licensee's release plans and its exercise of the Licensed Rights in the Territory.

Licensee must use its best endeavours to ensure that the Licensed Rights do not materially adversely affect the exercise of Johan Grimontprez's Art World Rights in the Territory.

Johan Grimontprez and theatrical commercial distributors shall coordinate their respective distribution and the film producer (Onomatopee Film & Warboys Films) will be involved in this coordination.

#### **2.2 Holdback**

#### **For the Program(s) "SOUNDTRACK TO A COUP D'ETAT":**

According to the Academy of Motion Picture Arts and Sciences (AMPAS, Oscars) rules. Specifically, no distribution by any means or support prior to the initial commercial theatrical release of the film in the United States of America. For the avoidance of doubt, any "festival play" of the film(s) by the Licensee in the Territory is not subject to this holdback.

In order to maintain Licensor's rights to qualify the Program(s) for the Oscars (Academy Awards), all Licensed Rights shall be exploited in accordance with the Academy of Motion Picture Arts and Sciences' regulations as officially published from time to time, being agreed that the Licensee shall not exploit the Program(s) before the 2025 Oscar ceremony broadcast which is planned to tentatively schedule on March 2<sup>nd</sup>, 2025. Licensor and Licensee will keep each other updated about such date.

Premiere right in a territory shall be given to the domestic theatrical commercial distributor.

#### **2.3 Authorized Channel(s) / Platform(s)**

#### **2.4 Authorized Languages**

Original version dubbed and/or subtitled in Slovakian

#### **2.5 Territory and Exclusivity**

Exclusive rights in Slovakia

### **3. LICENSE PERIOD AND RUNS**

#### **3.1. License Period**

36 Months from License Start Date

#### **3.2. License Start Date**

December 31<sup>st</sup>, 2024 except regarding Programs "VANINA GUARASSI SEASON 2" and "DATE WITH DEATH" EPISODE 3 for which the License Start Date shall be advised

**3.3. License End Date**

December 30<sup>th</sup>, 2027, except regarding Programs "VANINA GUARASSI SEASON 2" and "DATE WITH DEATH" EPISODE 3 for which the License End Date shall be advised in accordance with the License Start Date

**3.4. Number of (Multi)Run(s)**

3 (Multi)Run(s) (a MultiRun is defined as follows: 1 (one) telecast/run including a quick repeat within a period of 48 hours).

This License Agreement shall terminate at the above-mentioned License End Date or automatically after the broadcast of the last run, whichever is earlier. Licensee must keep Licensor informed of the broadcasting dates of the Program(s).

**4. MATERIAL****4.1 Material to be supplied (i.e. specs):**

- **For all the program(s) except Program(s) "SOUNDTRACK TO A COUP D'ETAT":** ProRes HD 422

For the Program(s) "SOUNDTRACK TO A COUP D'ETAT": DCP – Digital Cinema Package (standard format used for digital film projection in cinemas).

Additional material: script, synopsis, credit list, EPK, flyer, images, music cue sheet and promotional material, if and as available.

**4.2 Version to be delivered:**

**For all the program(s) except Program(s) "SOUNDTRACK TO A COUP D'ETAT":** Original version with M&E tracks

It is agreed that Licensee is authorized to create the dubbed and/or subtitled version of the Program(s) into the language(s) listed in article 2.4 above. Licensor shall have access to such dubbing and/or subtitled version subject to the payment by Licensor of a maximum of fifty per cent (50%) of the actual, proven, and auditable dubbing and/or subtitling costs. All rights, including copyrights and trademarks shall vest in Licensor upon creation, subject only to possession and control by Licensee during the License Period. Licensee will deliver to Licensor any instruments necessary to evidence Licensor's ownership.

**For the Program(s) "SOUNDTRACK TO A COUP D'ETAT":** Original with subtitles

It is agreed between the Parties that the Licensor and/or Producer of the Program(s) shall be consulted prior to any process of creation of the version of the Program(s) in the Authorized Language(s) (hereinafter the "Foreign Version"). The Licensor and/or Producer shall inform Licensee within 5 (five) business days whether or not the director of the Program(s) will supervise the creation of the Foreign Version.

In any case, the final version of the Foreign Version shall be submitted to Licensor and/or Producer's prior written approval before any exploitation by Licensee. Licensor and/or Producer shall have 10 (ten) working days from the reception of the said version to give its/their approval.

Licensor shall have access to such Foreign Version subject to the payment by Licensor of a maximum of fifty per cent (50%) of the actual, proven, and auditable dubbing and/or subtitling costs. All rights, including copyrights and trademarks shall vest in Licensor upon creation, subject only to possession and control by Licensee during the License Period. Licensee will deliver to Licensor any instruments necessary to evidence Licensor's ownership.

**4.3 Delivery date**

Upon signature of this License Agreement, subject to the payment of the first installment of the License Fee and the Material Costs (if any), according to the payment schedule mentioned in article 5.4.

Checking delay: 14 (fourteen) days

**4.4 Delivery - Contact details:**

**For Licensee:** [peter.jantosciak@rtvs.sk](mailto:peter.jantosciak@rtvs.sk)

**For Licensor:** [fiction.servicingrights@mediawan.com](mailto:fiction.servicingrights@mediawan.com)

**5. FEES AND PAYMENT TERMS**

**5.1. License Fee**

In consideration of Rights granted referred to in clause 2, Licensee will pay Licensor a License Fee as detailed per Program(s) in Article 1, i.e. a total of **69 000 € (sixty-nine thousand euros)**.

**5.2. Material Costs :** N/A

**5.3. TOTAL: 69 000 € (sixty-nine thousand euros)**

**5.4. Payment schedule:** 50% of the License Fee, subject to the signature of this License Agreement and no later than January 31st, 2025 and 50% upon delivery of the Material for each Program(s).

As a material condition to this License Agreement, Licensee acknowledges that all payments to Licensor will be paid by wire transfer free of any transmission charges, or any fiscal impost or duties to the bank account of Licensor.

**For MEDIAWAN RIGHTS:**

<p><b><u>EURO (for payment in Euro and payments in any other currency than Euro and US Dollars)</u></b> <b>Bank:</b></p> <div data-bbox="236 1106 826 1480" style="border: 1px solid red; height: 167px;"></div>	<p><b><u>USD (for payment in USD currency only)</u></b> <b>Bank :</b></p> <div data-bbox="855 1048 1406 1451" style="border: 1px solid red; height: 180px;"></div>
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In the event that Licensee is required to deduct withholding tax, Licensor shall provide Licensee with an appropriate document of the Certificate of Residence in a timely manner in order to avoid the double taxation. Further, Licensee shall provide Licensor with all required documentation under applicable tax treaties (including an original receipt or other evidence of receipt of tax payment from the tax authority) within fourteen (14) days upon payment of such withholding tax. If Licensee fails to supply the required documentation, such sums so deducted shall be paid by Licensee to Licensor.

### **5.5. Invoicing – Contact details:**

For Licensee:

Contact: katarina.slovakova@rtvs.sk

For Licensor:

Email for MWR : [mediawanrights.clients@mediawan.com](mailto:mediawanrights.clients@mediawan.com)

## **6. ELECTRONIC SIGNATURE**

Each Party warrants that the person signing this License Agreement on behalf of that Party has the requisite authority to bind that Party and that they consent to electronic signature by means of HelloSign's electronic signature system forming a binding agreement. The electronic signed copy shall constitute an original copy of this License Agreement.

## **7. COMPLIANCE**

In compliance with the § 47 a) of the Act No.40/1964 Collection Civil Code as amended a § 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) Radio and television of Slovakia is obliged to publish this Contract via Central Register of Contracts of the Government Office of Slovak Republic in its full wording.

## **8. ADDITIONAL PROVISION**

### **For the Program(s) "VANINA GUARASSI" Season 2 and "DATE WITH DEATH" EPISODE 3 :**

It is hereby agreed between the Parties that SEASON 2 of the Program "VANINA GUARASSI" and EPISODE 3 of "DATE WITH DEATH" are currently still in production. In the event that it will be found out that these Programs are not produced or that the Licensor does not hold the rights by the end of 2026, or that Licensee reasonably decides that any of such episodes of the SEASON 2 of the Program(s) "VANINA GUARASSI" or EPISODE 3 of "DATE WITH DEATH" is not appropriate for broadcasting or distribution in the Territory when Program(s) is produced, the Parties shall meet in good faith to discuss and agree upon an equivalent Program to replace it/them.

### **For the Program(s) "SOUNDTRACK TO A COUP D'ETAT":**

Promotions : Licensee shall be entitled during the License Period to exhibit in the Territory extracts from the Program(s) "SOUNDTRACK TO A COUP D'ETAT" not exceeding 3 (three) minutes in total length solely for the purpose of promoting the exploitation of this Program(s) by Licensee and for pre- and post-exhibition bona fide comment and review purposes and not otherwise (i.e. in-context excerpts provided by Licensor), being agreed that the images and sound of this Program(s) shall not be used out-of-context and require prior approval by PRODUCER. Such promo material, if made par Licensee, shall be made according to the Footage cue sheet and the Music cue sheet and shall include on screen TC from the film matching the Footage and Music cue sheets in order for PRODUCER to review.

**The Parties hereto expressly acknowledge that they have agreed to the General Terms and Conditions attached hereafter and which are made part hereof. In the event of conflict between the Special Terms and Conditions of this License Agreement and the General Terms and Conditions, the Special Terms and Conditions shall prevail.**

**Made in Paris, on December 6<sup>th</sup>, 2024**

**LICENSEESLOVENSKÁ TELEVÍZIA A ROZHLAS (STVR)**

Signed by: Mr. Igor SLANINA

Position: Deputy General Director

Signatory e-mail address: igor.slanina@rtvs.sk

**LICENSOR**

**MEDIAWAN RIGHTS**

Signed by : Mrs Valérie VLEESCHHOUWER

Position: Managing Director

## GENERAL TERMS AND CONDITIONS

### 1. **DEFINITIONS**

Words and phrases with initial letters capitalized are Defined Terms (although these definitions apply whether or not a specific word or phrase is capitalized). If not defined where they first appear, Defined Terms are defined either in these General Terms and Conditions or in accordance with industry custom and practice.

**Advertising Video On Demand (AVOD)** means making available the Program(s) at a time determined by a user who is not required to pay a fee to view the Program(s) but where advertising such as (i) trailers, commercials or other advertising are included before, after or within the continuity of the Program(s) or (ii) banners, logos, icons, text, hypertext, mega tag, symbols or other identifying information of a product or service or a supplier of such products or service provider on the same webpage as the Program(s).

**Ancillary** means Ship and Hotel exploitation of the Program(s).

**Basic Cable TV** means that mode of programming distribution by which a linear programming service or channel is delivered by means of an encoded signal over coaxial or fiber-optic cable for exhibition to subscribers upon their payment of monthly or other regular subscription and/or access fees charged for a non-premium package or packages of services (including a package which is required to be purchased or accessed before access to other television services is permitted) containing such service or channel (excluding, for the avoidance of doubt, Premium Cable TV) where such service or channel is not capable of being subscribed for on an individual basis.

**Basic Satellite TV** means that mode of programming distribution by which a linear programming service or channel is delivered by means of an encoded signal to a satellite and its downlink broadcast to terrestrial satellite reception dishes for exhibition to subscribers upon their payment of monthly or other regular subscription and/or access fees charged for a non-premium package or packages of services (including a package which is required to be purchased or accessed before access to other television services is permitted) containing such service or channel (excluding, for the avoidance of doubt, Premium Satellite TV) where such service or channel is not capable of being subscribed for on an individual basis.

**Catch-up TV** shall mean the right to exploit the Program(s) by means of any service by which contents is digitally encoded and is made available to the public and/or for a limited time after each transmission at a time chosen by the user with no less than the number of commercial interruptions as the linear broadcast with fast forward disabled and where no charge identifiable as related to the Program(s) is made to the user except for a fee to cover the technical costs of providing the service. The "Catch-up" service shall be limited by appropriate DRM systems to reception within the Territory, and may be exploited solely in conjunction with, and not severed from (i.e., may not be offered as a standalone or a la carte service separate and apart from) the linear exploitation and solely (a) on or through the website associated with, wholly owned and directly operated, programmed, controlled by, and solely branded with the branding of the Authorized Channel/Platform, and/or (b) via the cable boxes or other authorized devices of authenticated subscribers of the distributor carrying the Authorized Channel/Platform (cable operator, direct broadcast satellite service, IPTV operator, etc. ) provided that such service clearly and conspicuously displays the name, brand and/or proprietary trademark of the Authorized Channel/Platform.

**Covermount Video** shall mean the right to exploit the Program(s) via distribution with a press publication by means of Videogram and available for the viewer free of charge other than the purchase price of the publication.

**Direct Consumer Level** shall mean the level of distribution at which Program(s) are sold or rented directly to the paying public. The Direct Consumer Level includes the sale or rental of the Program(s) by means of retail outlets, mail order, video clubs, and similar methods. Where Commercial Video or Public Video rights are licensed, the Direct Consumer Level also includes the authorized public performance, exhibition, or diffusion of the Program(s) in accordance with such Rights licensed. Licensee will not be deemed to be engaged in distribution at the Direct Consumer Level unless such distribution is performed by a Licensee's affiliate, or unless Licensee participates in the profits from such distribution, and then only to the extent of such participation.

**"DTR" (Download-to-Rent)** shall mean a service where the viewers/subscribers are required to pay an individual, fee (per- program or per-exhibition fee) and where the viewer may Download the Program(s) and view it/them within a limited period of time after which the Program is no longer available. The "DTR" service shall be limited by appropriate DRM systems to reception within the Territory.

**"DTO" (Download-to-Own) or "EST" (Electronic Sell Through)** shall mean a service where the viewers/subscribers are required to pay an individual, per- program, or per-exhibition fee where the viewer retains possession of the Program(s) on a limited number of devices. The "EST" service shall be limited by appropriate DRM systems to reception within the Territory.

**Educational Market** means exploitation of the Program(s) only for direct exhibition in all educational institutions, including individual schools, colleges, universities, state, regional, county or other multi-site educational media and television centers.

**Free Analogue Terrestrial TV** shall mean analogue television broadcast by over-the-air transmitters situated in the Territory when such transmission is not a satellite transmission or encrypted but is intended for reception by members of the public without charge being made to the viewer other than any license fee or taxes payable to any government in the Territory.

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

**Free Digital Terrestrial Television** means the transmission of the Program(s) employing digital technology for reception by conventional roof-top or other appropriate transmission receiving apparatus in the Territory, for reception by members of the public without charge being made to the viewer other than any license fee or taxes payable to any government in the Territory.

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

**Free Video On Demand (FVOD)** means making available the Program(s) by streaming to a user who is not required to pay a fee to view the Program(s) and there is no advertising content embodied in or associated to the Program(s). The FVOD service shall be limited by appropriate DRM systems to reception within the Territory.

**Gross Receipts** shall mean the sum on a continuous basis of the following amounts derived with respect to each and every Rights granted:

- i) All monies or other consideration of any kind including all advances, guarantees, security deposits, awards, subsidies and other allowances received by, used by or credited to Licensee, any Licensee's affiliates or any approved sub-distributors or agents from the license, sale, lease, rental, lending, barter, distribution, diffusion, exhibition, performance, exercise or other exploitation of each Rights granted in the Program(s), all without any deductions; and
- ii) All monies or other consideration of any kind received by, used by or credited to Licensee or any Licensee's affiliates or any approved sub-distributors or agents as recoveries for the infringement of any Rights granted in the Program(s); and
- iii) All monies or other consideration of any kind received by, used by or credited to Licensee or any Licensee's affiliates or any approved sub-distributors or agents from any authorized dealing in trailers, posters, copies, stills, excerpts, advertising accessories or other materials used in connection with the exploitation of any Rights granted in the Program(s).

**Gross Receipts Calculated At Source:** No Licensee affiliates, sub-distributors or agents may deduct any fee or cost from Gross Receipts in calculating all amounts due to Licensor. For the purpose of determining Licensor's share of Gross Receipts, all Gross Receipts must be calculated at "source". This means that Gross Receipts derived from the exploitation of any of the following Rights granted must be calculated at the following levels: (i) for Home Video Rental, Home Video Sellthru, TVOD, SVOD or EST Rights, at Wholesale Level or Direct Consumer Level as applicable; (ii) for Commercial Video or Public Video Rights, at the level at which payments are remitted by local exhibitors of the Program(s).

**Home Video Rental** shall mean exploitation of a Videogram embodying the Program(s) that is rented to the viewer only for non-public viewing of the embodied Program(s) in a linear form within a private living place where no admission fee is charged for such viewing.

**Home Video SellThru** shall mean exploitation of a Videogram embodying the Program(s) that is sold to the viewer only for non-public viewing of the embodied Program(s) in a linear form within a private living place where no admission fee is charged for such viewing.

**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 closed-circuit television systems where the telecast originates within or in the immediate vicinity of such living places.

**Internet Simulcast** shall mean the right to exploit the linear version (with no interactivity and possibility for the viewers to modify the content of the Program(s)) on a simulcast basis by means of the Internet being the global collection of interconnected computer networks utilizing TCP/IP protocols and/or related protocols including the worldwide web in such manner as to permit the viewing of the complete Program(s) (in the form delivered) for the purpose of a private viewing of the Program(s) on a computer screen, by connection on a http web-site, at a time designated by the broadcaster for each viewing. Internet Simulcast shall include the right to exploit the linear version of the Program(s) by means of any telecommunications service employing wireless technology to transmit to and be received by a consumer portable terminal. For the avoidance of doubt Internet Simulcast shall be geoblocked and exclude any form of distribution of the Program(s) by any conventional terrestrial, cable or satellite television delivery system.

**IPTV** means a system through which television services are delivered using the Internet protocol suite over a packet-switched network such as the Internet, instead of being delivered through traditional terrestrial, satellite signal, and cable television formats. IPTV is deployed in subscriber-based telecommunications networks with high-speed access channels into end-user premises via set-top boxes or other customer-premises equipment.

**Mobile Simulcast** shall mean the right to exploit the linear version (with no interactivity and possibility for the viewers to modify the content of the Program(s)) on a simulcast basis by means of a signal delivered over a 3G (or successor technology) mobile telecommunications network, or mobile broadcast technology (such as DVBH) for reception by a mobile telephone or other device that is capable of receiving the signal, and whereby a supplemental payment (over and above a basic charge for the service) is required from a subscriber to receive each channel comprising, or programs within such service.

**Non-Theatrical Market** means exploitation of the Program(s) only for direct exhibition in close circuit transmission before an audience by and at the facilities of either organizations not primarily engaged in the business of exhibiting Program, such as hospitals, prisons, churches, restaurants, bars, clubs, 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. Non-Theatrical Rights excludes Airline, Ship and Hotel Rights and Festival Rights.

**Premium Cable TV** means that mode of programming distribution by which a linear premium pay programming service or channel is delivered by means of an encoded signal over coaxial or fiber-optic cable which may only be intelligibly received upon payment of a subscription fee by subscribers for receipt of such service or channel (excluding, for the avoidance of doubt, Basic Cable Television) and where the service or channel is capable of being subscribed for on an individual basis and/or includes premium content such as sports and movies.

**Premium Satellite TV** means that mode of programming distribution by which a linear premium pay programming service or channel is delivered by means of an encoded signal to a satellite and its downlink broadcast to terrestrial satellite reception dishes which may only be intelligibly received upon payment of a subscription fee by subscribers for receipt of such service or channel (excluding, for the avoidance of doubt, Basic Satellite Television) and where the service or channel is capable of being subscribed for on an individual basis and/or includes premium content such as sports and movies.

**Pay Analogue Terrestrial TV** means over-the-air broadcast of the Program(s) by means of encoded hertzian waves for reception on television receivers where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Program(s) along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the

Program(s) and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

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

**Pay Digital Terrestrial TV** means the transmission of the Program(s) employing digital technology for reception by conventional roof-top or other appropriate transmission receiving apparatus in the Territory, for reception on television receivers where a charge is made: (i) to viewers in private living places for use of a decoding device to view a channel that broadcasts the Program(s) along with other programming; or (ii) to the operator of a hotel or similar temporary living place located distant from where the broadcast signal originated for use of a decoding device to receive a channel that broadcasts the Program(s) and other programming and retransmit it throughout the temporary living place for viewing in private rooms.

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

**Pay Per View (PPV)** means the broadcast of the Program(s) by means of an encoded signal for reception on television receivers in homes or in hotels or in similar permanent living places where a charge is made to the viewer for the right to use a decoding device to view the broadcast of the Program(s) at a time designated by the Authorized Channel/Platform for each viewing.

**Preview TV** means a service which provide to the viewers/subscribers of the Authorized Channel/Platform, the opportunity to view a delayed retransmission (by any means of transmission, including through computer networks) of the Program within a limited period of time before the broadcast of the Program on the Authorized Channel/Platform.

**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.

**Simulcast Cab/Sat** means the simultaneous, unaltered and unabridged retransmission on a non-exclusive basis by an operator other than the licensed broadcaster of the Program(s) by cable, satellite or microwave for reception by the public of an initial traditional/regular broadcast transmission (this excludes any form of making the Program(s), or any portion of the Program(s) or any elements in relation to or derived from the Program(s), available over the Internet), to the extent as required by a broadcaster for a specific television deal only (without any charge to the receiver/viewer whatsoever) and for television rights only. The Program(s) will then be integrally retransmitted on a linear form without any changes of the content as on the original channel nor time shifting. This does not include VOD or PPV services or any other forms of interactive actions of user.

**Stacking** means a service which provides to the viewers/subscribers of the Authorized Channel/Platform the opportunity to view a delayed retransmission by any means of transmission, (including without limitation through computer networks) of the episodes of the Program as and when they are broadcast within a limited period of time on the Authorized Channel/Platform.

**Start-Over** means a service which provides to the viewers/subscribers of the Authorized Channel/Platform the opportunity to restart the Program in progress on any feed of the Authorized Channel/Platform.

**Subscription Video On Demand (SVOD)** shall mean the right to transmit the Program(s) to a viewer by any means of any television and/or telecommunication systems, the exhibition of which shall be in "real

time" at a time chosen by the viewer (i.e. the viewer can independently, and in the viewer's entire discretion, select his/her desired viewing time without reference to a list of possible viewing times pre-established by the exhibition of the applicable service) where the viewer is required to pay a periodic subscription fee in respect of access to such service (rather than a per-exhibition fee in respect of each Program(s)). The SVOD service shall be limited by appropriate DRM systems to reception within the Territory.

**Territory** means the country or countries listed in the License Agreement as its or their political and territorial boundaries exist on the date of this License Agreement, exclusive of non-contiguous colonies, possessions and similar non-contiguous areas. The Parties acknowledge that where the Program(s) are transmitted by means of satellite for reception in a given territory, such transmission may be capable of reception outside of that territory (the "Overspill"). Provided always that such Overspill is incidental and not intended, such occurrence shall not constitute a breach of this License Agreement.

**Videograms** shall mean all forms of home video audio-visual devices (including VCD, DVD, Blu-ray, UMD and other forms of video discs now known or yet to be invented), which enable the Program(s) to be viewed on a television receiver or other monitor non-interactively in a linear format.

**Wholesale Level** means the level of distribution from which Program(s) are shipped directly to retailers for ultimate sale or rental to the paying public. The Wholesale Level may include intermediate distribution levels between the manufacturer and the retailer, such as rack jobbers and the like, if such distribution is performed by a Licensee's affiliate, or if License participates in the profits from such intermediate distribution, but then only to the extent of such participation.

**Wholesale Price** shall mean the price at which Videograms of the Program(s) shall be sold or otherwise distributed to retailers for ultimate sale or rental to the paying public, less any VAT, TVA or other sales tax.

## **1. ACCOUNTING AND PAYMENT**

- (a)** In consideration of the Rights granted to Licensee pursuant to this License Agreement, Licensee undertakes to pay punctually to Licensor (time being of the essence) the License Fee (and/or the Advance and Royalties, if applicable) set out in the Special terms and Conditions.
- (b)** In the event that Licensee shall remit Royalties to Licensor, Licensee shall furnish to Licensor, within the time and frequency as set out in said article (time being of the essence), a statement showing all information received by Licensee during such period as to the number of viewings and/or units of the Program(s) sold or otherwise disposed of, and as to all sums derived from the exploitation of the Rights granted to Licensee hereunder, including full and accurate details as to the exact nature and source thereof, and the amount of royalties due in respect thereof and, subject to the provisions of these terms and conditions, the amount of royalties paid and payable hereunder. Licensee shall thereupon pay such amount in the currency of the country of origin from which such sums arose or, at the option of Licensor, in Euros or US Dollars at the actual rate of exchange prevailing at the relevant quarter date.
- (c)** The License Fee (and/or the Advance and Royalties, if applicable) shall be paid to Licensor at the time set forth in the License Agreement whether or not the Program(s) has actually been exploited and/or whether or not it has been broadcast for all the (Multi)Runs licensed hereunder (if applicable), to the bank account provided in the Special Terms and Conditions and/or in Licensor's invoice.

The License Fee (and/or the Advance and Royalties, if applicable) shall be paid upon Licensee's receipt of Licensor's invoice.

- (d)** Licensee shall obtain all necessary permits from the government authorities to make all payments to Licensor required under this License Agreement.
- (e)** Licensee shall assume and pay without limitation all license, sales use, or other taxes, assessments, custom duties or similar charges no matter how described, imposed by any governmental body upon the licensing of Program(s) hereunder and/or the delivery or possession or use of Program(s) or prints thereof, it being the intent hereof that the total License Fee (and/or the Advance and Royalties, if applicable) specified herein shall be a net amount, free and clear of any bank charges, conversion

costs, sales, use or VAT taxes or any other taxes, levies or charges of whatsoever kind or nature howsoever denominated.

- (f) In the event that withholding tax is applicable, Licensee shall supply Licensor with the appropriate Tax Withholding Certificate in order to enable Licensor to obtain credit for the sum deducted. If Licensee fails to supply the original certificate, such sums so deducted shall be paid by Licensee to Licensor.
- (g) 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 Licensor hereunder by reason of the laws or currency regulations within the Territory, Licensee shall upon Licensor's request, deposit any such blocked funds to the credit of Licensor in a bank or other depository in the territory designated in writing by Licensor, or pay them promptly to such persons or entities as Licensor may designate in writing.
- (h) Notwithstanding Licensor's rights to claim for damage, if any payment is overdue by more than 15 (fifteen) business days, it shall constitute a material breach of this License Agreement and entitle Licensor to automatically terminate this License Agreement without any obligation for Licensor to reimburse the portion of the License Fee (and/or the Advance and Royalties, if applicable) that Licensee may have already paid. Any payment not paid by the due date shall attract interest at the rate of 4% above the Bank de France rate. Notwithstanding the foregoing, Licensor shall give Licensee written notice of intention to terminate this or any other license by reason of Licensee's default hereunder and Licensee shall have fifteen (15) days within which to cure such default (provided that the foregoing notice requirement shall not apply to voluntary bankruptcy or any other default which, by its nature, cannot be cured within fifteen (15) days).
- (i) Licensee shall keep full complete accurate and faithful books of account and records relating to the exploitation of the rights hereunder. Licensor may at its own expense appoint an independent duly qualified accountant to inspect examine and audit the books of Licensee insofar as such books pertain to the exploitation of the rights hereunder and any monies payable to Licensor. Such inspection shall be made on seven (7) day's notice and during normal business hours. If Licensee shall be found, as a result of such inspection, to have withheld for any reason monies due to Licensor hereunder then Licensee shall forthwith pay the same to Licensor. In the event that such inspection reveals an error in excess of five per cent (5%) to the detriment of Licensor, then Licensee shall pay all reasonable costs incurred by Licensor directly as a result of such inspection in addition to any other rights and remedies available to Licensor arising out of such error;

### **3. DELIVERY AND RETURN OF MATERIAL**

- (a) Delivery of Material to Licensee, to Licensee's agent, to a common carrier, to the post office or to any shipping agent designated by Licensee shall be deemed delivered to Licensee and Licensor shall not be liable for any action taken by any party. If no mode of delivery shall be designated by Licensee, Licensor may select the mode of delivery.
- (b) All costs of shipping, transportation and delivery shall be borne by Licensee after receipt and acceptance of the Material.
- (c) Licensee shall examine the Material immediately upon receipt. If the Material, when received, is considered by Licensee not to be in a condition suitable for exploitation, Licensee shall within the Checking delay indicated in the Special Terms and Conditions notify Licensor by email of the alleged defects and send a detailed technical report drafted by a laboratory specifying the alleged technical defects. If Licensee shall give written notice of alleged defects to Licensor in accordance with the foregoing provisions, Licensee shall at the same time return the Material which he deems unsuitable for exploitation and if Licensee's complaint is justified and the complaint is capable of remedy, Licensor shall deliver corrected or replacement material to Licensee.
- (d) Unless Licensee shall have given written notice to Licensor in accordance with and within the period specified in sub-clause (c), Licensee shall be deemed to have accepted the Material for all the purposes of this License Agreement.
- (e) Should Licensor be unable to remedy any physical defect in the Material, then Licensor shall have the right to propose a substitute program. If Licensee does not accept such substitute program within



twenty (20) days after being given written details thereof, Licensor shall reimburse to Licensee that portion of the Licensee Fee (and/or the Advance and Royalties, if applicable) already paid to Licensor for the corresponding Program(s) and this License Agreement shall be deemed terminated for such Program(s) without further liability on either side and all rights on such Program(s) shall revert automatically to Licensor.

- (f) Legal title to all Material provided to Licensee hereunder shall at all times remain in Licensor or in the party or parties from whom Licensor obtains the rights licensed to Licensee, and all rights (including copyrights) therein shall vest in Licensor, subject only to possession and control thereof by Licensee during the term solely for the purpose of exercise of the Rights granted herein.
- (g) Licensee shall maintain proper and adequate insurance in respect of the Material of the Program(s) whilst in its possession and shall procure that Licensor shall be noted as an additional insured on any policy. Licensee shall likewise maintain errors and omissions insurance if so required.
- (h) It is agreed, however, that these reciprocal obligations regarding the delivery and/or acceptance of the Material (and, in particular, the obligations regarding deadlines and/or whether the Material conforms to contractual standards) may be temporarily adjusted or reduced, without fault or negligence on the part of the party failing to fulfil its obligations, in the event of a situation beyond the control of the Parties, making it impossible or very difficult to access all or part of the infrastructures and/or service providers involved in the delivery and/or verification of the Material and the production of any foreign versions. This would be the case, in particular, in the event of administrative or sanitary measures imposed by the authorities related directly or indirectly to the coronavirus (2019-ncov), to any mutated forms of this virus or to any other similar epidemic phenomenon or pandemics recognized by the French authorities or by the WHO. The party invoking this situation must immediately notify the other party in writing. The Parties undertake, from the date of such notification, to discuss in good faith alternative measures or provisional arrangements to the above-mentioned obligations, such as postponing the delivery date of the Material or extending the checking delay of the Material, in order to allow the execution of the License Agreement to pursue.
- (i) Upon the expiration or earlier termination of this License Agreement, Licensee shall, upon Licensor's request, return all of the Material of the Program(s) in Licensee's possession to Licensor to the address Licensor shall indicate to Licensee, in good condition, normal wear, on the reels and in the containers in which it was received, or
- (j) Upon Licensor's request, Licensee shall advise Licensor of the name and location of any laboratory or facility in possession of any material of the Program(s), and Licensee shall provide access to Licensor's designees upon Licensor's request.
- (k) If Licensee fails to return all of the Material of the Program(s) supplied by Licensor in the aforesaid condition in a timely manner, it is understood that all of the Material whether supplied by Licensor to Licensee or prepared by Licensee or a laboratory on Licensee's behalf, is and will remain Licensor's exclusive property.

#### **4. EDITING**

Licensee shall exploit the Program(s) as delivered by Licensor, in its entirety and its original continuity and that it shall not in any way cut or edit the Program(s) (including its credits) or combine the Program(s) with any other material (such as coupling with another audiovisual program or advertisement) without the prior written consent of Licensor, provided always that in no event shall the Program(s) be cut or altered so as substantially to impair its artistic integrity and no material shall be used or permitted to be used in the Program(s) which is defamatory or actionable at the suit of any person firm company or corporation Any permitted alteration (such as minor cuts or eliminations to conform to time segment requirements or to the orders of any duly authorized public censorship authority) of whatsoever kind or nature to the Program(s) shall be at the sole cost and expense of the Licensee.

## **5. ADVERTISING & PROMOTION**

- (a)** Upon mutual execution of this License Agreement, Licensor shall provide Licensee with such promotional materials as are available to Licensor. If available, all such promotional material and artwork will be supplied by Licensor free of charge but all materials will be returned to Licensor promptly by the Licensee after production of its own packaging and promotional material or within one (1) month of dispatch from Licensor whichever is the sooner. Should the said materials not be returned within such time period or should additional copies of such promotional material and artwork be requested the Licensee shall pay to Licensor within 30 (thirty) days of the date of the relevant invoice the costs of production of additional promotional material and artwork together with all shipping, transportation and delivery costs and customs duties or other taxes charges and impositions payable in connection with the dispatch of the original promotional material and artwork.
- (b)** Licensee shall not delete the copyright notice, credits or Licensor's logo or any other logos from any print of the Program(s).
- (c)** Other than materials delivered by Licensor hereunder, all promotional materials (which includes any and all advertising and/or promotional materials, as well as any proposed methods for the marketing of the Program(s)) and all packaging and artwork produced by or for Licensee in connection with the Program(s) shall be the sole responsibility of Licensee. Licensee will be responsible for the payment of all duplication, packaging, promotion and marketing costs and all other costs reasonably associated with marketing and distribution of the Program(s) under this License Agreement. Licensee shall take all steps and pay any and all fees necessary to protect all material manufactured hereunder by copyright in the Territory, such copyright to be taken in the name of Licensor or as Licensor shall designate, and to renew or extend such copyright.
- (d)** Licensee shall strictly adhere to the credit obligations supplied by Licensor in the main and/or end titles of each Program and in all advertising and publicity with respect thereto. If Licensor does not provide such a credit obligation, then Licensee must demand same from Licensor in writing before preparing any advertising or publicity for the Program(s).
- (e)** Licensee shall submit any and all materials and artwork (including any materials created for the exploitation of the Video Rights) produced by or for it in connection with the Program(s) and its exploitation to the Licensor for its prior written approval. In the absence of written approval of the Licensor within 10 business days following the reception of the approval request, the request shall be deemed to have been rejected.
- (f)** Subject to any advertising credits, restrictions or requirements furnished by Licensor, Licensee may use the names and likenesses of performers of each Program in advertising the exploitation of the corresponding Program(s) in the Territory. Notwithstanding the foregoing, Licensee shall not authorize or permit any materials to be produced, published or made available (whether for the purposes of advertising, promoting, commercializing, enhancing or otherwise exploiting the Program(s)) which constitute, expressly or by implication, any endorsement of any person, product or service (including, without limitation, of the Program(s) (or any part thereof) itself) by any player featured in the Program(s) or any other third party, or which otherwise suggests any commercial (or other) association between any player or any other person or organization or its products or services.
- (g)** If Licensor does not provide Licensee with promotional materials, Licensee shall be entitled during the License Period to exhibit in the Territory extracts from each of the Program(s) not exceeding 3 (three) minutes in total length per Program, solely for the purpose of promoting the exploitation of the Program(s) by Licensee and for pre-and post-exhibition bona fide comment and review purposes and not otherwise.
- (h)** Licensee shall have no right to exhibit the Program(s) at any festival or trade fair or similar event without Licensor's prior written consent ;
- (i)** In addition to the foregoing, when Video Rights are granted to Licensee :
- Licensee agrees to append an appropriate copyright notice on the Videograms of the Program(s) and the packaging thereof ;

- Licensee agrees that the words "Mediawan Rights" (together with the Mediawan Rights logo) should appear as one unit on the packaging for the Videograms of the Program(s), the size to be equal to the Licensee's logo ;
- Licensee shall have the right to add a credit or credits to the main/or end titles of the Videograms of the Program(s) and/or on all the packaging thereof and in the advertising and publicity relating to such Videograms identifying the Licensee [and/or any of its permitted sub-licensees] pursuant to this License Agreement as a licensee of the Program(s) ;
- Licensee shall not package or "couple", and shall not promote or advertise, the Program(s) with video or other material not licensed hereunder (which prohibition shall include but not be limited to a prohibition on packaging or promoting the Program(s) using a "premium") without the prior written approval of Licensor.
- Licensee shall use commercially reasonable efforts to ensure that cautions against transmission or improper exhibition or duplication and all other normal notices of legal prohibitions used in the Territory shall be clearly visible on all boxes and labels on all copies of the Program(s) manufactured as Videograms pursuant to this License Agreement ;
- Licensee shall supply to Licensor fifteen (15) copies of all Videograms of the Program(s) released in every version in every country comprising the Territory.
- Licensee shall advise Licensor in writing of the date of release of the Videograms of the Program(s) at least one (1) month prior to release. Licensee shall also advise Licensor in writing of the suggested Wholesale Price of the Videograms of the Program(s) upon release.

## **6. DUBBING / SUBTITLING**

- (a)** If provided for in the Special Terms and Conditions, Licensee shall be entitled to subtitle and/or dub the Program(s) into the Authorized Language (the "Foreign Language Version") provided that (i) such subtitles and/or dubbing accurately conforms in all material respects with the original version and script of the Program(s); (ii) Licensee observes all relevant restrictions applicable to artists and other third parties notified to Licensee; (iii) Licensee shall be responsible for all payments and residuals due to artists and other third parties involved in the creation of the Foreign Language Version; and (iv) Licensee shall not alter the title of the Program(s) and/or if applicable any episodes of the Program(s), except for a direct foreign language translation, without the prior consent of the Licensor and an intellectual property clearance of such new title.
- (b)** The Parties agree and acknowledge that Licensee shall not be entitled to exploit the Foreign Language Version after the expiry or earlier termination of this License Agreement.
- (c)** Licensee shall permit Licensor or its authorized third party during the License Period and thereafter (i) full access to the Foreign Language Version for the purposes of manufacturing copies and if requested by Licensor provide copies of such version at laboratory cost and (ii) shall upon request by Licensor grant to Licensor a license in perpetuity to exploit the Foreign Language Version in all media throughout the world. Licensee shall also notify in writing Licensor of any payments due to any third party upon Licensor's exploitation of such created version throughout the world.

## **7. WARRANTIES FROM LICENSEE**

Licensee undertakes, warrants, and agrees with Licensor as follows:

- (a)** That it has full power authority and ability to enter into this License Agreement and to perform the obligations on its part herein agreed to be performed ;
- (b)** That it shall keep Licensor fully informed as to all exploitation of the Rights granted hereunder in and to the Program(s) as may be required by Licensor ;

- (c) That it shall not exercise or cause or permit to be exercised the Rights granted hereunder in and to the Program(s) other than in accordance with provisions of this License Agreement.
- (d) That it shall exploit the Program(s) with the applicable title(s) specified in the License Agreement and that it shall not change such title(s). However, Licensor reserves the right to change the title or subtitle of any Program(s) licensed hereunder. Licensor agrees to give reasonable notice of any change of title; Licensee shall then immediately substitute the changed title in all advertising and shall immediately substitute footage containing the changed title (to be furnished by Licensor, at its expense), in any prints held by Licensee.
- (e) That it shall use its best endeavors to exploit the Program(s) as permitted by this License Agreement so as to obtain the highest receipts commercially available and in particular but without prejudice to the foregoing agreement shall not sell, rent and/or distribute to any individual corporation or entity which is or shall at any time be connected or associated with or controlled by the Licensee unless on a sound commercial company to company basis and at full market value.
- (f) That the performing rights in the music, if any, in the Program(s) are either (a) controlled by SACEM, or a competent performing rights society having jurisdiction in the Territory; or (b) in the public domain; or (c) controlled by Licensor to the extent required for the purposes of this License Agreement, Licensor does not represent or warrant that Licensee may exercise the performing rights in the music without the payment of a performing rights royalty or license fee for music falling within category (a), and if Licensee is required to pay a performing rights royalty or license fee, Licensee shall be responsible for the payment thereof and shall hold Licensor free and harmless therefrom. Upon request, Licensor shall provide Licensee with all available necessary information concerning the title, composer, and publisher of all such music. Licensee acknowledges that a performing or author's right society in the Territory may attempt to collect royalties in connection with the exploitation of the Rights granted to the Program(s).
- (g) That, in the event that Video Rights are granted, it shall be responsible for the payment of royalties attributable to the manufacture, sale or rental of Videograms embodying the Program(s) that a mechanical, performing or author's right society in the Territory may attempt to collect. Such royalties may be called mechanical, synchronization or performance royalties, or some similar designation.

## **8. WARRANTIES FROM LICENSOR**

Licensor undertakes, warrants and agrees with Licensee as follows:

- (a) That it has the right to enter into and perform this License Agreement and grant to Licensee all of the Rights herein granted and save as provided in clause 1 of the Special Terms and Conditions will secure all necessary consents required for exploitation of the Program(s) hereunder (provided that should any additional payment be required pursuant to the introduction of any new law or regulation in relation to the exploitation of any of the Rights granted hereunder, then Licensee shall make such additional payment) ;
- (b) That it will not grant any other firm or company in the Territory the Rights granted in the Authorized Language granted exclusively to Licensee under this License Agreement ;
- (c) That it will not exploit itself in the Territory the Rights granted exclusively to Licensee under this License Agreement ;
- (d) That, in the event that Video Rights are granted, it shall use all reasonable endeavors to ensure, to the extent Licensor controls the corresponding rights, that all other licensees appointed by Licensor in territories outside the Territory to exploit the Program(s) by way of Videograms shall be subject to the same obligations as Licensee hereunder, provided however that Licensor shall not be liable for any costs claims expenses loss or damage suffered by Licensee as a result of infringement by any person firm or company not directly controlled by Licensor of the Rights hereby granted to Licensee ;

- (e) To the best of Licensor's knowledge and belief neither the Program(s) nor any promotional material or artwork supplied hereunder contains any material which is defamatory or obscene and the exercise by Licensee of its Rights hereunder will not infringe the copyright or other like rights whatsoever of any third party ;
- (f) Save as herein expressly contained, Licensor makes no warranties or representations of whatsoever kind or nature whether implied by law or statute or otherwise.

## **9. ANTI-PIRACY**

- (a) Licensee will take all reasonable steps to protect the copyright in the Program(s) and to prevent piracy in the Territory.
- (b) In the event that Video Rights are granted, Licensee shall at its own cost take all such steps as are necessary to ensure that the Videograms of the Program(s) sold or rented pursuant to the Rights granted hereunder are used solely for private domestic use and Licensee undertakes to take all such legal action as may be necessary to stop any unauthorized use.
- (c) If Licensee fails to take anti-piracy action, Licensor may do so in Licensor's or Licensee's name, with all recoveries belonging to Licensor.
- (d) The Parties acknowledge that it is in their mutual interest to prevent piracy of the Program(s) in the Territory. Licensor has informed Licensee of any act of piracy of the Program(s) in the Territory of which Licensor is aware, and such information has been considered in determining the License Fee (and/or the Advance and Royalties, if applicable) along with the other terms of this License Agreement. Licensee has also taken all necessary steps to inform itself of any piracy of the Program(s) in the Territory before executing this License Agreement. No piracy of the Program(s), whether occurring before or after execution of this License Agreement, will allow Licensee to terminate this License Agreement or reduce any amounts due Licensor. Licensor will cooperate with Licensee to prevent or remedy any such act of piracy.

## **10. WITHDRAWAL**

- (a) In addition, Licensor reserves the right to withdraw any of the Program(s) from this License Agreement, effective as of Licensee's receipt of Licensor's notice of withdrawal, if Licensor, in its sole discretion, determines that the exploitation of such Program would or might infringe upon the rights of others or violate any law, court order or regulation or ruling of any governmental authority, or if Licensor deems such withdrawal necessary or advisable because of any claim, litigation or threatened litigation with respect thereto.
- (b) If Licensor withdraws any of the Program(s), Licensor may, at its election, (a) forthwith deliver to Licensee another program (not otherwise licensed hereunder) that Licensor and Licensee deem of comparable quality, subject to all of the terms and conditions herein contained with respect to such withdrawn Program, or (b) terminate this License Agreement with respect to such Program and Licensee shall and does waive all claims for damages arising therefrom. In the event of such termination, the License Fee (and/or the Advance if applicable) applicable to such Program will be refunded if such Program has not yet been exploited, and in the event that such Program has been exploited, Licensor shall refund such within 30 days of notice to withdraw such portion of the License Fee (and/or the Advance if applicable) for the Program as it determines in good faith to be fair and reasonable under the circumstances.

## **11. FORCE MAJEURE**

Neither Party will be considered in default of performance under this License Agreement to the extent that performance of such obligation is delayed or prevented due to a case of force majeure, as defined by article 1218 of the French Civil Code. In addition to the cases usually retained by French case law, the following events are considered as force majeure: strikes and labor disputes within or outside the company, the supply shortage for any reason whatsoever, natural disasters, epidemics or pandemics, attacks or threats of attacks, acts of terrorism, including those related to chemical or bacteriological contamination or threats of contamination, exceptional climatic events, government or legal restrictions (such as, in particular, containment measures), legal or regulatory changes in trading practices, telecommunication or network disruption, interruption of energy supply. The Party who will invoke a case of force majeure should, as soon as it occurs, notify the other Party by any means. The facts must be confirmed by e-mail, indicating the nature and characteristics of the facts. In any event, the party affected by the case of force majeure must make its best efforts to limit the duration and consequences. The occurrence of a case of force majeure will entail suspension of the obligations arising from the License Agreement and exclusion of the liability of the affected Party when its obligations are made impossible to perform, until situation is restored to normal. In case where the event giving rise to force majeure lasts for more than 3 (three) months, either Party may terminate the License Agreement by sending a registered letter with acknowledgment of receipt, unless otherwise expressly agreed between the Parties. However, this 3 (three) months prolongation period shall not dispense Licensee from payment of the License Fee (and/or the Advance if applicable) to Licensor according to the schedule as set forth in the Special Terms and Conditions of the License Agreement.

## **12. TERMINATION**

- (a)** This License Agreement may be terminated at any time by Licensor forthwith by notice to Licensee in the event that:
- i.** Licensee shall be in breach of any of its obligations hereunder and in the case of a breach capable of remedy shall not have remedied the same to the satisfaction of Licensor within fifteen (15) days of notice served upon Licensee requiring Licensee to remedy such breach ;
  - ii.** a receiver administrator or administrative receiver shall have been appointed of all or a substantial part of the assets of Licensee ;
  - iii.** Licensee shall be adjudged insolvent or shall be unable to pay its debts as they fall due or shall stop payment of its debts generally or shall cease to carry on its business or substantially the whole of its business or threaten to cease to carry on the same ;
  - iv.** anything analogous to or having substantially similar effect to any of the foregoing events happens under the laws of any applicable jurisdiction in relation to Licensee ;
  - v.** at Licensor's own election, any other agreement between Licensor and Licensee is terminated by Licensor for any reason ;
  - vi.** Licensee fails to obtain, by the date the first payment is due, any governmental authorities (e.g. exchange control consents) necessary to enable Licensee to make all payments due to Licensor hereunder (and Licensee shall use its best endeavours to obtain any such authorities) ;
  - vii.** Licensee or any other person with the knowledge consent or through the negligence of Licensee permits the shipment of any of the materials including the Program(s) delivered or prepared hereunder outside the Territory without the prior written consent of Licensor.
- (b)** Upon termination of this License Agreement pursuant to this clause, any sums previously paid to Licensor shall remain the absolute property of and shall be retained by Licensor and the balance of the License Fee (and/or the Advance and Royalties, if applicable) remaining outstanding (if any), and any other monies accrued due hereunder but unpaid, shall become immediately due and payable to Licensor and this shall be without prejudice to any other rights or claims for damages of Licensor against Licensee hereunder.
- (c)** In addition upon termination of this License Agreement whether pursuant to this clause or otherwise howsoever:
- i.** Licensee shall cease to use the Materials of the Program(s) supplied by Licensor together with any duplicate thereof and save as provided in (ii) below shall deliver possession thereof to

Licensor or to such person as Licensor may designate together with any other materials in Licensee's possession or control within fifteen (15) days from termination and Licensee shall pay all shipping costs and customs dues or other taxes or impositions incurred;

- ii. In the event that Video Rights are granted, Licensee shall at Licensor's election sell any remaining Videograms of the Program(s) (if any) to Licensor at Licensee's actual cost or destroy or erase all remaining stocks of Videograms of the Program(s) and shall furnish to Licensor a statement of the fact signed by a duly authorized officer of Licensee.

### **13. INDEMNITIES**

- (a) Each Party will indemnify and hold the other (and any assignees or licensees thereof permitted under this License Agreement, it and their officers, directors and employees) harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees (herein collectively "claims") arising out of the exploitation of the Program(s).
- (b) Further, Licensee shall indemnify and hold Licensor harmless from and against any claims arising out of Licensee's editing of or deletion of material from any Program(s) exploited hereunder and/or arising out of Licensee's failure to exhibit credits and/or arising out of any breach by Licensee of this License Agreement or any failure by Licensee to perform any acts required by it hereunder.
- (c) Licensee or Licensor, as the case may be, shall promptly notify the other Party of any claim or litigation to which such other Party's indemnity applies.

### **14. ASSIGNMENT**

- (a) Licensee shall not assign this License Agreement in whole or in part, to any third party without the prior written consent of Licensor. Any such assignment or sub license so permitted or consented shall not relieve Licensee of any of its obligations hereunder.
- (b) Licensor shall be entitled to assign this License Agreement, or any of its rights under the present Agreement, to any company subject to Licensee's prior notice. Notwithstanding the foregoing, it is already agreed between the Parties that this License Agreement may be assigned freely by Licensor, in whole or in part, to any entity, directly or indirectly, controlling, controlled by or under common control with Licensor or to any entity acquiring substantially all of the assets of Licensor, according to article L 233-3 of the French Code de commerce.

### **15. NOTICES**

All notices required hereunder shall be given in writing, by personal delivery or by email at the respective addresses of the Parties hereto, set forth above, or at such other address as may be designated in writing by email by either Party.

Licensor's email contact: [businessaffairs@mediawan.com](mailto:businessaffairs@mediawan.com)

Licensee's email contact : [katarina.slovakova@rtvs.sk](mailto:katarina.slovakova@rtvs.sk)

### **16. CONFIDENTIALITY**

- (a) Except for any prior specific authorization in writing by the non-disclosing Party to such disclosure or use, each Party undertakes to the other that subject to paragraph, it will treat as confidential the terms of this License Agreement together with all information whether of a technical nature or otherwise relating in any manner to the business or affairs of the other Party as may be communicated to it hereunder or otherwise in connection with this License Agreement and will not disclose such

information to any person, firm or company (other than to its auditors and other professional advisors) and will not use such information, other than for the purposes of this License Agreement.

**(b)** The provisions of clause (a) above shall not apply to any information which:

- i.** is in the public domain other than by default of the recipient Party;
- ii.** is obtained by the recipient Party from a bona fide party having no apparent restraint on its free right of disposal of such information;
- iii.** is or has already been independently generated by the recipient Party;
- iv.** (is required to be disclosed by law (or applicable regulation) or the valid order of a court of competent jurisdiction, or the request or direction of any governmental or other regulatory authority or agency.

**(c)** The obligations contained in this clause shall endure beyond the License Period.

## **17. COMPLIANCE**

### **(a) Anti-corruption**

Within the framework of the performance of the License Agreement, Licensee undertakes to comply with any anti-corruption regulations applicable and undertakes vis à vis Licensor not to involve the latter in any activity, practice or conduct which could constitute a breach of the anti-corruption regulations.

By this License Agreement, Licensee declares and guarantees in the framework of the performance of the License Agreement:

- it shall neither offer nor promise nor give money or any other object of value, directly or indirectly, to
  - i.** a Public Official (such as this term is defined below) in a bid to influence an act or a decision of the latter, to incite this Public Official to carry out or refrain from carrying out an act in breach of his obligations or, more generally, in a bid to obtain an undue benefit, or to incite this Public Official to misuse his influence with a view to obtaining a decision from a public service, any public authority or public enterprise
  - ii.** anyone knowing that all or some of this money or of this object of value shall be given or offered to a Public Official or
  - iii.** anyone for the purpose of influencing his acts or decisions leading him to act in breach of his professional obligations

For the purposes of this License Agreement, "Public Official" means, in particular, any person exercising a public service activity, any person elected or appointed, as well as any person employed by a national, regional or local authority or by any other entity or enterprise owned or controlled by the State, any employee of an international public organization, any person at the head of a political party, any candidate for any public office, the members of a royal or ruling family and the employees of administrative or judicial courts.

Licensee declares and guarantees that neither it nor, to its knowledge, any person acting in its name and on its behalf:

- has been convicted of acts of corruption
- is or has been, to its knowledge, subject to an investigation by the competent anti-corruption authorities within the last 5 years.

As soon as it shall have knowledge of the opening of such an investigation against it or against a person acting in the name and on behalf of the latter, Licensee undertakes to immediately and without delay inform Licensor thereof.



In the event of breach of the commitments stipulated above or in the event where Licensor should have knowledge of the opening of an investigation for acts of corruption against Licensee, Licensor:

- can immediately and without delay terminate the License Agreement by nothing more than written notification
- cannot be held liable for the acts of corruption attributable to Licensee, with the latter undertaking to indemnify Licensor for any direct and indirect damage resulting from the revealing of these acts of corruption

## **18. MISCELLANEOUS**

- (a)** Nothing herein contained shall constitute a partnership between or joint venture by one of the Parties hereto, or constitute either party the agent of the other.
- (b)** All representations, warranties and indemnities shall survive the expiration or earlier termination of this License Agreement.
- (c)** Any provision of this License Agreement which is invalid, illegal or unenforceable in any jurisdiction will, solely as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provisions of this License Agreement invalid, illegal or unenforceable in any other jurisdiction.
- (d)** No failure or delay by either Party hereto in exercising any right, power or privilege under this License Agreement shall operate as a waiver thereof nor shall any single or partial exercise by any Party hereto of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- (e)** This License Agreement shall be governed by and construed in accordance with the laws of France, the Court of Paris being competent, applicable to contracts entered into and full to be performed therein.
- (f)** This License Agreement contains the entire understanding of the Parties hereto relating to the subject matter herein contained, and this License Agreement cannot be changed, rescinded or terminated orally.
- (g)** The titles of the paragraphs of this License Agreement are for convenience only and shall not in any way effect the interpretation of any paragraphs of this License Agreement or of this License Agreement itself.