

# Česká televize

Company VAT number: CZ00027383

and

**Company: PATHE FILMS S.A.S**

Company VAT number: FR38780077921

## Distribution licence

number 00000434/2023

Subject matter of the agreement:

Programme licence acquisition

Price or value:

EUR 60 000

Date of execution:

December 12<sup>th</sup> 2023

DISTRIBUTION LICENCE

DATED: This 12<sup>th</sup> day of December 2023

BETWEEN:

(1) **PATHE FILMS S.A.S.**  
Address: 2 rue Lamennais, 75008 Paris, France  
Phone number: (+33 1) 71 72 33 00  
European VAT number: FR 38780077921  
Contact Materials (email): [REDACTED]  
Contact Finances (email): [REDACTED]  
Represented by its Chairman: Ardavan Safaee

Hereafter referred to as "Pathe" or "Licensor"

AND:

(2) **CESKA TELEVIZE, Public Company established by the Czech Television Act no.483/1991 Coll.**  
Kavci hory Na Hřebenech II 1132/4  
140 70 Praha 4 Czech Republic  
VAT: CZ00027383  
Contact name: [REDACTED]  
Email: [REDACTED]  
Phone Number: [REDACTED]  
Represented by its General Director Jan Souček, duly authorized to signed this Agreement

Hereafter referred to as the "Distributor"

And Pathe and the Distributor hereafter collectively referred to as the "Parties"

IT IS HEREBY AGREED AS FOLLOWS:

1. FILM(S) SPECIFICATION

As defined in Schedule 1 attached.  
Hereafter referred to as a "Film" individually and the "Films" collectively.

2. TERRITORY

2.1 The Distributor is hereby authorised to exploit the Film(s) during the Term in the following territory ("Territory"): [REDACTED]

2.2 Any exploitation of any of the Rights by the Distributor shall be limited to secure transmissions for reception within the Territory which may only be accessed by customers and/or end users in the Territory. Save for encrypted transmissions (the decoders for which shall only be available in the Territory) which shall constitute allowable 'overspill', any exploitation of the Film(s) outside the Territory shall be a material breach hereof by Distributor.

3. AUTHORISED LANGUAGE(S)

The Distributor may only exploit the Rights and the Film(s) dubbed and/or sub-titled into [REDACTED] ("Authorised Language[s]").

Notwithstanding the foregoing, within the Territory, Distributor may broadcast or transmit the Film by way of so-called "Dual Simulcast Television Transmission" (being the transmission of a version of the Film with at least two separate soundtracks, one being in the original language and the other being in the Authorized Language).

- (i) any such transmission will always be shown with the option (such option to be presented in a menu in one or more of the Authorised Language[s]) for the viewer to switch off the Authorised Language dub or subtitles for such transmission (PROVIDED THAT, if the viewer does not specifically elect to switch off the Authorised Language dub or subtitles, the Film will be presented with such Authorised Language dub or subtitles);
- (ii) the transmission of the Film in accordance with (i) above shall not be advertised as being an original language screening of the Film or advertised in the original language;
- (iii) the usual encryption requirements will be put in place.

4. TERM: [REDACTED] commencing on the start date(s) ("Start Date(s)") and ending on the end dates ("End Date(s)") on a per Film basis as specified in Schedule 1.

5. RIGHTS GRANTED

5.1 Subject to full payment of the Licence Fee and actual receipt thereof into the bank account set out in Pathe's invoice ("Bank Account"), the Distributor shall be granted the following rights in the Film(s) in the Territory for exploitation during the Term and in the Authorised Languages only (the "Rights"):

5.1.1 [REDACTED]

**5.2. Number of authorized runs ("Authorized Runs"):**

Channels:

**6. FLAT LICENCE FEE**

6.1 In consideration of the Rights herein licensed, Distributor shall pay Pathe a flat licence fee (the "License Fee") per Title as set in Schedule 1 attached by bank transfer (all bank charges on the Distributor's territory to be paid by Distributor) upon receipt of the respective invoice issued by Pathe ("LF Payment Period") (time being of the essence) which Licence Fee shall be paid to Pathe without any deduction or set off so that Pathe shall receive the full amount of the Licence Fee in the specified currency into the Bank Account as indicated in Pathe's invoice.

6.2 The Distributor shall not be entitled to exploit the Film(s) by any means until sums equal to one hundred per cent (100%) of the Licence Fee have been paid by Distributor to Pathe in accordance with the foregoing. Failure to pay the Licence Fee within the LF Payment Period shall be a material breach and allow Pathe to immediately terminate this Agreement.

6.3 Where applicable, Value Added Tax (or any similar and applicable sales tax) shall be paid at the appropriate rate in addition to the Licence Fee. If withholding tax is applicable, each party agrees to enter into, prepare, execute and certify any application and/or other documents as may be required for the confirmation, reduction and/or exemption of withholding tax pursuant to the applicable tax treaty (if any) before the LF Payment Period.

6.4 Licensor acknowledges that it shall be the beneficial owner of the Consideration.

6.5 Timely payment is conditioned upon receipt of the valid confirmation of Licensor's residency issued by the appropriate Tax Authority unless such valid confirmation has already been provided to the Distributor during the applicable year.

6.6 It is hereby agreed that should the Licensor choose to deliver invoices by means of electronic mail, the Licensor shall be obliged to send PDF format invoices using his e-mail address to the e-mail address of the Distributor: faktury@ceskatelevize.cz. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Distributor.

**7. ADDITIONAL TERMS**

7.1 The Distributor is specifically permitted to dub and/or subtitle the Film into [redacted] or at its discretion to use an existing [redacted] language version, if available and provided that Pathe has preapproved the use of the existing [redacted] version in writing. If the access to the already existing [redacted] language version is not free, the terms and conditions shall be negotiated in a separate agreement between the Distributor and the holder of rights to such [redacted] language version and Pathe shall in no case be responsible for providing a dubbed and/or subtitled version to the Distributor.

7.1. To the extent that the Distributor is required to create a subtitled ("Subtitled Authorised Language Version") and/or dubbed version of the Film(s) ("Dubbed Authorised Language Version") in the Authorised Language(s) (each an "Authorised Language Version"):

- (i) the creation of the Authorised Language Version(s) shall be at Distributor's sole cost;
- (ii) such Authorised Language Version(s) shall comply with all dubbing and subtitling restrictions and requirements provided by Pathe and/or Licensor (including, without limitation, any right of any party in the Film(s) to have a first opportunity dub in an Authorised Language); and
- (iii) Distributor shall ensure that any such Authorised Language Version(s) and associated marketing materials made pursuant to this Agreement are cleared for use throughout the world and for the duration of copyright protection and thereafter, to the extent allowed in the Territory, in perpetuity. Upon request of Pathe or Licensor, Distributor shall deliver to Pathe written evidence of such clearance(s);

7.2 Distributor agrees that Pathe shall have unrestricted access to the Authorised Language(s) Version(s) created by Distributor for the purpose of this

7.3 Upon expiry date of this Agreement and upon Pathe's request in writing, all materials created by Distributor shall be erased or destroyed with appropriate proof of destruction furnished to Pathe. No materials shall be destroyed without destruction being expressly authorized in writing by Pathe.

7.4 It is understood that any broadcast and/or exploitation of the Film(s) included in this Agreement within the Territory originating from outside the Territory in any language other than the Authorized Language(s) and not intended or authorized by Pathe for primary reception within the Territory shall not be considered as a breach of Distributor's exclusivity by Pathe. In particular, Distributor expressly agrees that Pathe might license the Film(s) to TV5 Monde (for broadcast in original French version and/or original version with French subtitles or subtitled in the Authorized Language(s)) during the Term.

7.5 Distributor is authorized to use excerpts of a maximum aggregate duration of 3 (three) consecutive minutes of the Film in the Authorized language(s) for the promotion of the Film and/or Channels in any medium in respect of which Rights have been granted to the Distributor and on Distributor's web site provided that any such promotion or advertising shall be in compliance with all contractual, guild and/or regulatory requirements. The Distributor shall have the non-exclusive right to authorise the use of excerpts from the Film for the purpose solely of advertising and publicising the Film in the Territory during the Term in any medium in respect of which Rights have been granted to the Licensee, provided that such excerpts shall not exceed the time limit set out in herein; and be used solely and exclusively for the purpose of directly promoting the Film. Such exploitation of clips in the Film can only be used insofar as any music embodied therein has been expressly cleared for promotional usage. For the avoidance of doubt, Pathe shall be entitled to license excerpts and clips from the Film of any duration and in any manner whatsoever in the Territory at its discretion and without reference to the Licensee. The Distributor shall be authorized to include sponsorship messages before or after each Program in conformity with the laws of the Territory.

## **8. FIGHT AGAINST CORRUPTION AND INFLUENCE PEDDLING**

8.1 It is the policy of Pathe ("Anti-Corruption Policy") to comply fully with the anti-corruption laws of France (including without limitation French Law No. 2016-1691 of 9 December 2016, commonly referred to as "Sapin 2" ["Sapin 2"]), the United States of America (including, without limitation, the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, as amended from time to time ["FCPA"]), the United Kingdom (including without limitation, the Bribery Act 2010, as amended from time to time ["Bribery Act"]) and any other applicable anti-corruption laws and legislation anywhere in the world (collectively and individually, the "Anti-Corruption Legislation"). In addition, as part of Pathe's Anti-Corruption Policy, Pathe has its own Code of Conduct ("Code of Conduct") which sets out a code of conduct for Pathe, its employees and any third party with which Pathe contracts (including, without limitation partners and customers including the Distributor) and which is complementary to existing international laws and regulations (including, without limitation, the Anti-Corruption Legislation). A copy of Pathe's Code of Conduct is set out in Exhibit "A" hereto.

8.2 The Distributor hereby represents and warrants that Distributor is aware of Sapin 2, the FCPA and the Bribery Act, each of which prohibits the bribery of public officials of any nation and the Distributor hereby undertakes, represents and warrants for the benefit of Pathe, and as a material inducement to Pathe entering into this Agreement with the Distributor, that the Distributor has taken no action and will take no action which would be in violation of the Anti-Corruption Legislation anywhere in the world nor will Distributor cause Pathe, its subsidiaries, assignees and/or affiliates to be in violation of any Anti-Corruption Legislation anywhere in the world. Without limiting the generality of the foregoing, the Distributor represents and warrants to Pathe that: (i) Distributor has not and will not directly or indirectly make any payment(s) or give anything of value to any government employee or official with respect to the Film, or any activity related thereto for the purpose of influencing any decision and/or action of such government employee or official in his/her official capacity; (ii) Distributor shall immediately notify Pathe if a foreign public official (as that expression is defined in any Anti-Corruption Legislation) becomes an officer or employee of, or other person authorised to bind Distributor or acquires a direct or indirect interest in Distributor; and (iii) as at the date of this Agreement, Distributor has no foreign public officials as officers, employees, authorised representatives or direct or indirect owners.

8.3 The Distributor hereby acknowledges and agrees that any violation of the Anti-Corruption Policy and/or Anti-Corruption Legislation by Distributor will be deemed a material breach by Distributor of this Agreement and will entitle Pathe to immediately terminate this Agreement by notice in writing to Distributor. Distributor will indemnify, defend and hold harmless Pathe for any and all liability and/or damages arising from any violation by Distributor of the Anti-Corruption Policy and/or Anti-Corruption Legislation.

## **9. SANCTIONS AND EMBARGOS**

9.1 Without prejudice to Clause 8 above, Distributor hereby represents and warrants to Pathe that:

(a) neither the Distributor nor any of its subsidiaries or any director, officer, employee, agent, affiliate or representative of the Distributor is or will be a party that is: (i) a government; and/or (ii) a person or entity owned or controlled by any individual (each being a "Sanctioned Entity") that is the subject of any sanctions administered or enforced by OFAC, the USA, the United Nations Security Council, the European Union and/or other relevant Sanctions authority (collectively the "Sanctions"); and

(b) The Distributor is not, and will not be, located, organized or resident in: (i) North Korea, Syria, Cuba, Iran, Sudan, and Crimea/Sebastopol (each a "Major Sanctioned Country"); or (ii) any other country or territory that is the subject of Sanctions (including, without limitation, any embargo) ("Sanctioned Territory").

9.2 The Distributor hereby undertakes, represents and warrants for the benefit of Pathe, and as a material inducement to Pathe entering into this Agreement with the Distributor, that the Distributor will not (whether directly or indirectly via any subsidiary, joint venture, sub-distributor, sub-licensee or other person or entity) make available the Rights in the Film and/or the proceeds and benefits of the exploitation of such Rights: (i) to fund or facilitate any activities or business of, or with, any party in any Major Sanctioned Countries; and/or (ii) to fund or facilitate any activities or business of, or with, any Sanctioned Entity; and/or (iii) in any other manner that will result in a violation of any Sanctions.

9.3 The Distributor hereby undertakes, represents and warrants for the benefit of Pathe that: (i) for the past 5 (five) years, it has not knowingly engaged in; (ii) is not now knowingly engaged in; and (iii) will not knowingly engage in, any dealings or transactions with any Sanctioned Entity or any Major Sanctioned Countries.

9.4 Distributor represents that neither Distributor nor any of Distributor's subsidiaries or affiliates, nor any of their Shareholders, directors, officers, employees, agents or representative is or will be the subject of any Sanctions or other commercial or economic restrictions administered or enforced by OFAC, the USA, the United Nations Security Council, the European Union or other relevant Sanctions authority.

9.5 The Distributor hereby acknowledges and agrees that any violation of the Distributor's warranties, undertakings and agreements in this Clause 9 will be deemed a material breach by Distributor of this Agreement and will entitle Pathe to immediately terminate this Agreement by notice in writing to Distributor and Distributor will indemnify, defend and hold harmless Pathe for any and all liability arising from any such violation and/or breach by Distributor.

## **10. ANTI-PIRACY**

The Parties agree that it is in their mutual interest that the Film shall not be subject to piracy or any other use not expressly provided for in this Agreement. They undertake to act with the greater caution and vigilance in the performance of their obligations and to take all necessary and reasonable precautions authorized by the law of the Territory when handling physical and non-physical material elements relating to the Film.

10.1. **Protection.** Distributor undertakes to use a state-of-the-art content protection system to fight against piracy in the Territory and to ensure the protection of the Material and the Press and Advertising Materials that Distributor has in its possession or under its direct or indirect control against any damage, theft, illicit exploitation, any act of computer hacking and to impose such obligations to any third party allowed by Distribution to have access to said material. In addition, Licensor shall have access on request to Distributor's facilities;

10.2. **Availability to consumers:** Distributor shall implement a "Digital Right Management" system (or any equivalent system mutually agreed by the Parties) allowing the encryption of files and protection against illegal copies when creating the users copies. When making available the users copies to users, Distributor undertakes to:

- Implement all the technical means available at all times to fight against any illicit exploitation;



- Implement a security system:
- Allowing file encryption and protection against illegal copying in accordance with the legal provisions related to copyright protection as well as territorial detection system allowing the exclusion of certain users according to their geographic location
- Preventing any re-transmission or sending of files by one user to another so that the Film can only be viewed by users (i) whose IP address is located in the Territory and (ii) whose method of payment for the service on which the Film is available is located in the Territory.

Upon request, Distributor undertakes to provide Licensor proofs that above mentioned requirements have been implemented.

In the event that one of the Parties becomes aware of any counterfeiting, theft, deterioration or loss relating to users copies and the material or to any illicit exploitation or use contrary to this Agreement, the Party shall notify the other as soon as possible. The Parties shall assist each other in order to remedy the said violation.

In the event that Licensor becomes aware of (i) an illicit exploitation of the Film likely to have its origin in the exploitation by Distributor or (ii) a failure (either technical or human generated) of the Distributor in the implementation of the security measures provided for herein, it undertakes to inform Distributor immediately. Licensor has the option to notify Distributor of its decision to suspend all exploitation of the Film in this Agreement until the security defect is resolved. In this event, Distributor undertakes (i) to apply this decision within 48 (forty-eight) hours following notification from Licensor, (ii) make its best efforts to restore the security of the service as soon as possible, and (iii) not to use the Film as long as the security of the service is not restored, unless Licensor's prior written agreement.

## 11. DATA PROTECTION

Within the performance of the present agreement, Distributor undertakes to comply with the French and European legal and regulatory provisions that apply to the protection of the personal data, namely those provided by the European Regulation n°2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (« General Data Protection Regulation » or « GDPR »).

## 12. CONFIDENTIALITY CLAUSE

Neither Licensor nor Distributor shall disclose to any third party (other than its respective employees, in their capacity as such) any information with respect to the terms and provisions of this Agreement (including, without limitation, its financial terms) except:

- to the extent necessary to comply with any law or a valid order of a court of competent jurisdiction, in which event the party making such disclosures shall so notify the other and shall seek confidential treatment of such information;
- as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys; provided, however, that such parent company, auditors and attorneys agree to be bound by the provision of this paragraph; and
- in order to enforce or exercise its rights pursuant to this Agreement.

Authorised Signatory  
For and on behalf of:  
Pathé Films S.A.S.  
Marie Laure Montironi  
EVP International Sales

Authorised Signatory  
For and on behalf of:  
Distributor  
Jan Souček  
General Director

31 -01- 2024

## STANDARD TERMS AND CONDITIONS

### 1. Distributor Obligations

The Distributor hereby warrants and undertakes (in each case as a material term of this Agreement) that:

1.1 Distributor shall not change the title of the Film without Pathe's prior written approval (which Pathe may give or withhold in its absolute discretion) and shall not exploit the Film in another length and/or image format/version than the original length and image format/version delivered by Pathe without Pathe's prior written approval (which Pathe may give or withhold in its absolute discretion). Notwithstanding the foregoing, Distributor is allowed to translate the title of the Film into the Authorized Language (provided the meaning of the original title is not altered). Any change to the title of the Film other than a literal translation of the original language title into an Authorised Language title shall be submitted to Pathe's approval.

1.2 Distributor shall not amend, delete or otherwise change any credits (including, without limitation, copyright and anti-piracy notices) included on the Film as delivered to the Distributor. The Distributor shall, in addition, include on all packaging and paid advertising in respect of or relating to the Film, the copyright line contained in the Film as delivered to Distributor) and the Distributor shall also include customary anti-piracy notices and information (in each case substantially in the form used by US studios in the Territory) on all packaging and on all Videogram copies of the Film in the Territory.

1.3 Distributor will abide by all contractual obligations in the underlying agreements for the cast and crew of the Film (the "Talent Obligations") PROVIDED THAT Licensor or Pathe shall notify Distributor of the Talent Obligations as soon as reasonably practicable.

### 2. Delivery

2.1 Upon payment and receipt of the Licence Fee, Pathe will deliver **free of charge** to Distributor the materials listed below and in accordance with the Film Category defined in Schedule 1 attached (the "**Delivery Materials**");

**For New Film(s):** via Aspera

- Original Version Feature QuickTime Prores HQ File supplied at 24fps, unsubtitled and in 16x9 Original ratio with Stereo Original Mix, Stereo M&E and 5.1 Original Mix with textless backgrounds
- Feature Audio Files of Original Version Mix in 5.1 & Stereo (24 fps Film Reels, supplied reel by reel).
- Feature Audio Files of M&E in 5.1 & Stereo (24 fps Film Reels, supplied reel by reel).
- Feature Audio Files of DME in 5.1 (24 fps Film Reels, supplied reel by reel).
- A music cue sheet
- A script
- Available promotional material

**For Restored Catalogue Film(s):**

- Feature 16x9 OAR HD Pro-Res at 24fps with original Full Mix file via Aspera
- A music cue sheet
- A script
- Available promotional material

**For Not Restored Catalogue Films:**

- Feature 16x9 OAR HD or SD Pro-Res at 24 or 25fps with original Full Mix file via Aspera
- A music cue sheet
- A script
- Available promotional material

2.2 Distributor shall have a period of thirty (30) days from transfer of the relevant materials by Pathe (whether received digitally or physically and whether to Distributor or Shipping Agent) ("**Approval Period**") to approve the technical quality of the Delivery Materials. All Delivery Materials shall be deemed approved if not rejected in writing by Distributor within such Approval Period (with Distributor providing full details of the reason for any rejection and specifying in detail any claimed defect(s)).

2.3 In the case of Distributor's rejection of any materials, Pathe shall examine such materials and, if they are defective, (i) provide the Distributor with substitute materials free of charge; or (ii) terminate this agreement and repay to Distributor all sums previously paid to Pathe by Distributor.

2.4 The ownership of all materials created by the Distributor in connection with the Film shall vest in the Licensor from the moment of creation (but without prejudice to the Distributor's entitlement to use such materials during the Term).

2.5 The Distributor hereby agrees and undertakes to give Pathe free and unrestricted access at all times throughout the Term (subject to reasonable prior notice) to all materials made by or on behalf of the Distributor in relation to the Film to permit Pathe or its licensees to copy and/or duplicate such materials.

2.6 Pathe's failure to supply the Distributor with any publicity related Delivery Materials shall not constitute a fundamental or material breach of this Agreement.

2.7 If for any reason set out herein, the Film cannot be delivered to the Distributor then Pathe shall have the right to cancel this Agreement in which event Pathe shall return any amounts paid by the Distributor to Pathe and the Distributor shall have no claim whatsoever (whether in damages or otherwise) against Pathe (and the Distributor hereby waives any such claim and the right to seek such relief).

2.8 On the expiry of the Term (or termination of the Term if sooner) and unless otherwise directed in writing by Pathe, the Distributor undertakes at its sole cost and expense to destroy all Delivery Material delivered pursuant to this Agreement and all other materials manufactured by the Distributor in connection with the Film (and the Distributor undertakes to provide Pathe with certification of such destruction certified by an authorised office of the Distributor).

### 3. Cutting and Editing

3.1 Subject to any editing, cutting or dubbing restrictions notified by Pathe to Distributor (including any cutting rights of the Director) and subject to moral rights of the authors in all case, Distributor shall not be entitled to (and shall cause its sub-licensees not to) cut or edit the Film in any circumstances SAVE ONLY AS FOLLOWS:

3.1.1 to allow the interpolation of advertisements for television exploitation;

3.1.2 to meet censorship requirements of any officially recognised censorship authority in any part of the Territory to achieve the Rating specified in the Deal Terms (or local equivalent) in such part of the Territory;

3.1.3 to create a trailer or to comply with standards and practices (including length or content requirements) for television exhibition (if applicable and licensed to Distributor herein); and

3.1.4 to make foreign language sub-titled or dubbed versions of the Film in accordance with the terms of this Agreement AND PROVIDED THAT such sub-titling or dubbing shall be effected in such a way that the essence of the Film shall not be modified by the translation of the dialogue of the Film which the Distributor warrants shall be true and accurate.

The Distributor hereby acknowledges that any changes made pursuant to this Clause 3.1 may be subject to the Director (or any other individuals specified in the Deal Terms and/or notified to Distributor in writing by Pathe) having the first opportunity to perform or supervise such cutting and editing in accordance with the terms of such party's(ies') contractual arrangements in respect of the Film.

3.2 The Distributor undertakes to use the music incorporated in the original version of the Film exclusively in context and in its entirety and shall not use any such music in any out-of-context advertising, publicity and/or trailers without the prior written approval of Pathe.

#### 4. Warranties

4.1 Pathe warrants undertakes and agrees with the Distributor that it is authorised to enter into and give effect to this Agreement.

4.2 Distributor warrants undertakes and agrees with Pathe:

- (a) not by any act or omission to impair or prejudice the copyright in the Film(s) or to allow any third party to obtain any lien or right to possess any materials in connection with the Film and to take all necessary steps to have the copyright in the Film protected throughout the Territory during the Term;
- (b) to apply anti-piracy watermarking on all film elements made and/or duplicated by Distributor;
- (c) that it is authorised to enter into and give effect to this Agreement and that the Distributor is not a nominee or agent of any undisclosed principal;
- (d) not to permit or authorise the exhibition or broadcast of the Film(s) under such circumstances or in such places or by such means as may infringe the music performing rights in the Film, it being expressly acknowledged that the Rights are subject to the rights of composers, authors, music publishers and performing rights societies with regard to the performance of the music synchronised with the Film;
- (e) to give full particulars to Pathe in writing immediately of any claim or threatened claim arising out of the exploitation of the Film(s);
- (f) to comply with all credit obligations as advised by Pathe and not to make or permit to be made in any advertising publicity or otherwise statements which may be understood to be an endorsement of any production article or service other than the Film(s) itself by anyone associated with the Film(s);
- (g) to pay all royalties (if any) due to collection societies in the Territory (including, without limitation PRS and/or SACEM or its affiliated agencies and/or societies) with respect to performing rights in the music contained in the Film(s) and, if any, the mechanical reproduction on Videograms of the music contained in the Film; and
- (h) not to create or allow the creation of any lien, security interest or other encumbrance (each, an "Encumbrance") in respect of or relating to the Film(s) and the Rights and/or any monies due to Pathe and/or Licensor in accordance with this Agreement (or any part of them) without Pathe's prior written approval (and in any event, notwithstanding any such approval from Pathe, not to create or allow the creation of any Encumbrance which will or may have an adverse or prejudicial effect on Pathe's or Licensor's rights under this Agreement (including any rights of termination)). Distributor hereby agrees and accepts, as a material term of this Agreement, that any Encumbrance which does or may have an adverse effect on Pathe's or Licensor's rights under this Agreement or any monies payable to Pathe and/or Licensor shall be deemed void with respect to the Film and the Rights and/or such monies (as applicable).

4.3 Distributor further warrants and undertakes to indemnify Pathe and any Licensor and keep Pathe and any Licensor fully and effectively indemnified from and against all actions proceedings costs claims damages and demands howsoever and whensoever incurred or arising or paid by Pathe and/or Licensor or awarded to or against Pathe and/or Licensor in respect of or arising out of any breach or non-performance by the Distributor of any of the Distributor's warranties undertakings or obligations in this Agreement.

#### 5. Termination

5.1 The Distributor shall be deemed to be in material breach of this Agreement, and Pathe shall be entitled to terminate this Agreement by notice in writing to the Distributor ("Termination Notice") upon the happening of any of the following events

- (a) the Licence Fee due to Pathe pursuant to this Agreement is not paid within the LF Payment Period; and/or
- (b) the Distributor is in breach of any term of this Agreement which breach is incapable of cure or if capable of cure (and on a one time basis only) is not cured within five (5) business days of the Distributor becoming aware of it and PROVIDED THAT in the case of a breach of this Agreement that is cured and then repeated, Pathe shall be entitled to terminate this Agreement immediately upon such subsequent breach and no period for the cure of such repeated breach shall apply; and/or
- (c) any of the Distributor's representations shall prove to have been incorrect when made or become materially incorrect and Pathe's and/or Licensor's rights and entitlements under this Agreement are, in the sole opinion of Pathe (acting in good faith), materially and adversely affected; and/or
- (d) Distributor infringes Pathe's and/or Licensor's rights in the Film or fails to ensure (either by itself or through its arrangements with sub-licensees) that the Film is adequately protected against unauthorised exploitation; and/or
- (e) any indebtedness guarantee or similar obligation of the Distributor or of any guarantor of the Distributor becomes due or capable of being declared due before its stated maturity or is not discharged at maturity; and/or the Distributor or any guarantor of the Distributor defaults under or commits a breach of the provisions of any guarantee or other obligation (whether actual or contingent) of any agreement pursuant to which any such indebtedness guarantee or other obligation was incurred all or any of which shall, in Pathe's opinion (acting reasonably), materially affect its rights and entitlements under this Agreement and/or the Distributor's ability to perform its obligations and agreements under this Agreement; and/or
- (f) Distributor seeks and/or takes advantage of any judicial protection against creditors available to Distributor in the Territory or elsewhere; and/or
- (g) the Distributor is declared or becomes insolvent or the Distributor convenes a meeting of its creditors or proposes or makes any arrangement or composition with or any assignment for the benefit of its creditors or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Distributor (save for the purpose of and followed by a voluntary reconstruction or amalgamation previously approved in writing by Pathe) or if an encumbrancer takes possession of or a trustee receiver liquidator or similar officer is appointed in respect of all or any part of its business or assets or any distress execution or other legal process is levied threatened enforced upon or sued out against any of such assets (and/or any similar event within the Territory and/or jurisdiction under which the Distributor is incorporated); and/or
- (h) the Distributor shall abandon or announce its intention to abandon the business of distributing films.

5.2 No waiver by Pathe of any breach of any of the Distributor's payment obligations under this Agreement shall be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other terms or conditions. All rights and remedies of Pathe contained in this Agreement shall be cumulative and none of them shall be in limitation of any other rights and/or remedies of Pathe.

#### 6. Effect of Termination

In the event of any termination of this Agreement (for whatever reason):

- (a) all Rights licensed to Distributor herein shall automatically and immediately revert to Pathe, and Pathe shall be entitled to the entire benefit of all contracts entered into by Distributor for the purpose of exploiting the Rights granted herein (the "Distributor's Contracts") which shall be deemed to have been assigned and vest automatically and immediately in Pathe and Pathe shall also be entitled to take possession of (and Distributor shall deliver to Pathe) all records business information and other documents relating to the Distributor's Contracts;
- (b) notwithstanding Pathe's election to terminate this Agreement, Pathe shall be entitled to retain for its own account by way of liquidated damages any and all monies previously paid by Distributor to Pathe without prejudice to such other rights and remedies which Pathe may have whether at law or in equity; and
- (c) nothing shall limit or prejudice Pathe's and/or Licensor's right and/or remedies or the right to seek appropriate relief (whether at law, for injunctive or other equitable relief, for damages or otherwise), all of which are specifically hereby reserved.

#### 7. Force Majeure

Other than with respect to the payment of any monies to Pathe in this Agreement, failure by either Party to perform its obligations or delay in such performance as a result of Act of God war strikes lock-outs shortened working hours other industrial action machine breakdown fire flood explosion or injunctions judgements adverse claims having specific relevance to the Film(s) or any other cause beyond its reasonable control shall not constitute a



breach of the terms of this Agreement PROVIDED THAT such party shall use all reasonable endeavours to resume the performance of its obligations hereunder as soon as practicable after the conditions (as aforesaid) causing such failure have ceased.

8. Miscellaneous

8.1 Except as expressly permitted herein (if at all), the Distributor shall not be entitled to assign license charge or otherwise deal with any of its rights (including, without limitation, the Rights) and obligations under this Agreement without the prior written approval of Pathe and notwithstanding any such approval the Distributor shall remain primarily liable to Pathe under this Agreement. Pathe and Licensor shall be free to assign the benefit of this Agreement to any third party.

8.2 If any provision of this Agreement shall be adjudged by a court to be void or unenforceable such provision shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstance or the validity or enforceability of this Agreement and such provision shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

8.3 Nothing in this Agreement shall be deemed to constitute a partnership between the parties and the Distributor shall not hold itself out as the agent of Pathe or the Licensor.

8.4 No waiver by a party of any breach of any of the provisions of this Agreement shall be construed as a continuing waiver or a waiver of any preceding or succeeding breach of the same or any other provision.

8.5 This Agreement constitutes the entire agreement between the Parties and supersedes any and all arrangements whether oral or written relating to the Film(s).

8.6 The headings in this Agreement are for convenience only and shall not limit govern or otherwise affect the construction of any provision of this Agreement.

8.7 The Parties do not intend to confer any benefit on any third party and do not intend that any third party shall have any right to enforce this Agreement.

8.8 Where Pathe is referred to as acting as an agent for a Licensor, the laws of agency shall apply to this agreement.

8.9 This Agreement shall be governed by and construed in accordance with the laws of France and the Parties hereby submit to the non-exclusive jurisdiction of the French courts. Notwithstanding the foregoing, nothing in this Agreement shall prevent, restrict or otherwise restrain Pathé from bringing any action against Distributor in the courts of the Territory or elsewhere and Pathé shall be entitled to have recourse to all judicial and common law remedies available in the Territory.

8.10 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A counterpart signature page of this Agreement executed by a Party and transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment. The Agreement is not effective until each Party has executed at least one counterpart.

8.11 Front Page Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of publishing of this Agreement in line with Czech law.

8.12. Confidentiality. The Parties agree that information in this Agreement highlighted in yellow is considered to be confidential (e.g. as a business secret) and neither contracting Party shall disclose such information to any third party without the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated, with the exception of information: (i) that the Licensee provides to third parties within a regular scope in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion; (ii) that a contracting Party provides or makes public based on a legal regulation; (iii) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal and/or contractual duty of confidentiality, and (iv) that the Licensor provides to the rights holders of the Films. This Agreement shall be made accessible to general public pursuant to Czech law provided that information highlighted in yellow was redacted.

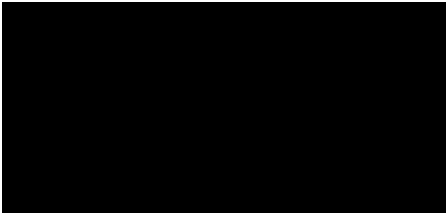


SCHEDULE 1: FILMS SPECIFICATION

TITLE	DIRECTOR	YEAR OF PRODUCTION	FILM CATEGORY	COUNTRY OF ORIGIN	RUNNING TIME (approx..)	TERM		LICENSE FEE ALLOCATION
						Start Date	End Date	



TOTAL 60 000 €





2019

## Code of Conduct

Pathé's success and reputation are based not only on the quality and innovativeness of its work but also on the trust placed in it by its customers, partners and employees. To ensure this, Pathé bases itself on essential values: integrity, transparency, loyalty, respect for one another, compliance with the law and Pathé's internal rules, and an expectation of professionalism. These key values are the foundation for the behaviour of employees, officers and directors of Pathé which, in addition to compliance with laws and regulations, seeks to encourage integrity and, in particular, to have each person, in case of doubt, to verify in advance the relevancy, compliance or acceptability of his or her acts.

This Code of Conduct of Pathé and its subsidiaries, in France and abroad, is intended to formalise the values that are recognised within Pathé, and to further specify them in the face of a growing body of legislation. It does not replace but rather is complementary to existing laws and regulations, procedures, internal memoranda and internal regulations which remain in force within Pathé and its subsidiaries.

Broken down into themes, this Code of Conduct is destined to be completed to follow developments in French and international regulations, and to be enriched according to the situations and experience that Pathé and its subsidiaries come to face.

Each employee, in each country where Pathé is established, must comply with this Code of Conduct and contribute to its implementation in the day-to-day exercise of his or her work. An employee who acts in breach of the Code of Conduct will incur disciplinary sanctions adapted to the legal requirements of the country in question.

It is for each employee to promote the principles of the Code of Conduct in dealings with partners of Pathé and its subsidiaries, customers, suppliers, intermediaries, subcontractors, distributors or agents, as the case may be.

Each employee, in the event of doubt as to the compliance of planned action, is asked to seek the opinion of his or her managers, or of the Legal Department or Human Resources Department. An employee acting in a disinterested manner and in good faith cannot be subject to any disciplinary measure, sanction or discrimination motivated by the request for an opinion.

In addition, according to the terms of the anti-corruption sections of the so-called "Sapin II" Law, a whistleblower procedure has been put in place within Pathé and its French and foreign subsidiaries. This Internal Alert (Whistleblower) Procedure provides each employee with the possibility of signalling, in a disinterested manner and in good faith, any criminal offence, any serious and clear breach of an international commitment ratified or approved by France, of a unilateral act of an international organisation adopted on the basis of such a commitment, of laws and regulations, or any serious threat or harm against general welfare, provided that the employee personally has knowledge of such facts, which in particular excludes the reporting of rumours.

A "whistleblower" employee benefits from a guarantee of confidentiality of their alert and a protective mechanism which, if he or she acted in a disinterested manner and in good faith, protects him or her from any disciplinary measure, sanction or discrimination motivated by the alert.



Any breach of the provisions on corruption and influence-peddling in the Code of Conduct will cause the perpetrator to incur disciplinary sanctions, in accordance with applicable statutory, regulatory and internal provisions.

This Code of Conduct is completed by an Internal Alert (Whistleblower) Procedure.

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## PRINCIPLE OF COMPLIANCE

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Each of the actions of Pathé, its subsidiaries and its employees must comply with:

- legislative, regulatory and internal rules applicable to Pathé and its subsidiaries,
- proper accounting rules, including accounts that are audited annually and vigilance in matters of fraud, and
- rules on the identification of risks and the prevention of serious breaches of human rights, fundamental freedoms, the health and safety of persons, and the environment.

## THE VARIOUS TYPES OF PROHIBITED BEHAVIOUR

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Pathé formally prohibits any form of corruption and influence-peddling, whether direct or indirect.

### *Corruption*

Corruption may be defined as the fact of offering, promising, authorising or granting, directly or indirectly, any undue benefit (with this term to be understood in the broadest sense) to a person vested with the powers of public or private office, in order to obtain the accomplishment of an act, or omission of an act, which directly or indirectly falls within the scope of his or her office.

Corruption also covers the act by which a person vested with the powers of public or private office seeks or accepts such an undue benefit with a view to the accomplishment of an act, or omission of an act, which directly or indirectly falls within the scope of his or her office.

Corruption is punishable both in the public sector and in the private sector.

Corruption is said to be:

- **Active** where considered from the viewpoint of the party doing the corrupting: this is the fact of offering a benefit to a person / enterprise in the private sector / public undertaking or public authority, so that they carry out or omit to carry out an act within the scope of their office;
- **Passive** where considered from the viewpoint of the corrupted party: this is the fact for a person / enterprise in the private sector / public undertaking or public authority to request or accept a benefit for carrying out or omitting to carry out an act within the scope of their office;

Corruption may be direct or indirect (i.e. via third parties, such as agents, consultants, business finders, commercial intermediaries, etc.)

The act of corruption occurs by the mere fact of offering or requesting a benefit, irrespective of whether the benefit was effectively granted or accepted, and independently of whether or not the hoped-for act is carried out.



### *Influence-peddling*

Influence-peddling is a criminal act which is close to that of corruption. However, the end purpose is not to have an act carried out or omitted, but the misuse of real or supposed influence in order to obtain distinctions, jobs, contracts or any other favourable situation or decision from a public authority.

In the same manner as for corruption, influence-peddling is said to be:

- Active where it is the act of a person offering any benefit to a person holding public office or a private person, who has real or supposed influence over the public authorities, in order to obtain any sort of benefit or favours from them;
- Passive where committed by a person holding public office or by a private person, who relies on their real or supposed influence and requests or accepts any benefit whatsoever with a view to having the remitting party obtain benefits or favours of any sort which are supposedly given out by the public authorities.

### *Gifts and entertainment*

Gifts, services and invitations (meals, invitations to cinematographic events, concerts, sports events, etc.) offered or received from customers, suppliers or partners may exist in normal business relations and may be legitimate in that they make it possible to strengthen professional relations.

However, such gifts and services may be deemed to be acts of corruption or influence-peddling if they have a certain value and were offered or received in order to influence a decision or obtain any kind of benefit.

The offered or received gifts and services must therefore be compliant with local law, offered or received on an exceptional basis, be of reasonable value and suited to the beneficiary's situation and the circumstances, reflect normal business relations, and not be intended to influence a decision or obtain any kind of benefit.

Cash gifts (generally called "bribes") are prohibited, while gifts, services, invitations or meals will never be appropriate if they are intended to illegally influence a decision or obtain a benefit. The same applies for gifts, services and invitations in favour of public officials or persons deemed equivalent, notably in order to obtain or speed up administrative formalities or procedures.

Local business practices concerning such benefits cannot take precedence over Pathé's anti-corruption directives.





#### *Facilitating payments*

These are payments, even if minimal, offered or paid to an official to facilitate the obtaining of a service to which the payer is otherwise entitled. Such payments are prohibited. In all circumstances, payments to public officials are prohibited.

#### *Use of intermediaries and agents*

Pathé prohibits the hiring and use of the services of intermediaries or agents that are liable to favour acts of corruption. Consequently, before calling on the services of such intermediaries or agents, verifications must be made to assess their capacity (notably in terms of knowledge of the market, technical skills and human resources) to carry out their tasks and the risk of being faced with a case of corruption.

#### *Conflicts of interests*

Pathé employees must always act in Pathé's best interests and avoid any situation where their personal interests (financial, political, professional or other interests), or those of persons close to them (family or friends), might conflict with their obligations towards Pathé.

An employee must always be in a position to take a just and reasonable decision, and so this formally prohibits him or her from:

- using his or her job or influence to obtain a personal benefit;
- using confidential information concerning Pathé in order to obtain a personal benefit;
- holding an interest in an external undertaking that does business with Pathé if the employee can obtain preferential treatment as a consequence.

Therefore, all Pathé employees must in all circumstances conduct themselves with integrity, and must, on finding themselves in a situation that might constitute a conflict of interests, inform their hierarchical superior or the Human Resources Department and exclude any behaviour that might influence the judgement or choices of decision-makers, whether internal or external.

#### *Patronage and sponsorship*

Patronage is a manner of participating in social and cultural life and communicating about Pathé's activities, through artistic, cultural or sporting events.

Pathé takes part in sponsorship operations where, in exchange for financial or material support for an event, it gains a certain visibility.

Each patronage and sponsorship action must be the subject of prior verification as to the reputation and legitimacy of the bodies, associations and companies that are to be supported, and its compliance with laws and regulations in force in the country.

A sponsorship or patronage action which is misused for the purpose of obtaining an undue benefit would constitute an act of corruption.



## ACCOUNTS AUDITING PROCEDURES

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Pathé is subject to accounting regulations and requirements which oblige it to account faithfully and exactly for all of its assets and liabilities, and all of its commercial transactions. Pathé keeps its accounting ledgers and books accordingly, and its accounts are audited annually by independent auditing firms.

All Pathé employees must cooperate in the recording and presentation of exact financial data and information in good time, in order to prevent and avoid cases of corruption and influence-peddling.

Pathé employees must make and record all payments and all commercial transactions to allow Pathé's directors and officers to generate exact and up-to-date financial information. Of course, payments made in a business relationship must only be in payment of a real service and in compliance with contractual provisions.

## PROCEDURE FOR ASSESSING SUPPLIERS AND INTERMEDIARIES

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The hiring of a new supplier or new service provider or new intermediary or the renewal of an existing agreement must be the subject of prior verifications to check the skills, professionalism, capacity and reputation of the supplier, service provider or intermediary, and be integrated into a defined contractual framework, after having informed the supplier, service provider or intermediary of Pathé's commitments and the need to comply with them.

These verifications are periodically renewed during the business relationship.

## COMPETITION

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Pathé manages its activities in compliance with the rules of free competition, and requires its employees to apply legislation and regulations pertaining to competition law in all countries in which Pathé does business. Pathé itself engages in vigorous and fair competition, keeping the interests of its customers in mind.

All Pathé employees must abstain from any conduct which would infringe competition law, and must in particular comply with the following rules:

- Not enter into any agreement or arrangement, or hold discussions with a competitor concerning a price policy or the sharing of customers, manufacturers, territories or contracts;
- Avoid all non-necessary contact, whether formal or informal, with competitors;
- Abstain from sharing confidential commercial information at meetings of professional associations;
- Abstain from commercial practices intended to prevent a competitor from entering a new market;
- Not exchange with or use over a competitor any information other than publicly available information on competitors;
- Not share with a customer the price and commercial conditions offered to another customer.

Any incident or doubt in competition matters must be brought to the attention of the Legal Department, which will follow up on the matter.