

Exhibit A
[LICENSEE/VENUE]

Venue: Kino Svět

Address: Mostecká 5786, 430 01 Chomutov

Country: Czech Republik

Date: 2024

The Metropolitan Opera
Lincoln Center
New York, New York 10023
Attention: Julie Borchard-Young

Re: HD Theatrical Exhibitions

Gentlemen:

In order to induce The Metropolitan Opera ("the Met") to permit the undersigned to act as a licensee of Aerofilms s.r.o. under an agreement between Aerofilms s.r.o and the undersigned and make Exhibition of the HD Programs (as herein defined) owned by the Met, and as a condition for doing so, the undersigned agrees as follows:

1. The undersigned will exhibit on a live and taped basis in high definition certain specified opera performances emanating from the Met (each an "HD Program") at solely those venues and locations as to which the Met has given its prior approval on the dates of the live transmission by the Met and dates for taped Exhibition that have otherwise been approved by the Met. The undersigned shall at no time claim any interest in or right to further distribute, exploit or otherwise transmit the HD Programs except for the Exhibitions specifically permitted hereunder.
2. Exhibition of each HD Program shall be in its entirety without interruption including, without limitation, all pre show, intermission, crediting, underwriting or other materials with no other materials to be exhibited unless specifically approved by the Met (the "Exhibitions"). As between the Met and the undersigned, the undersigned shall be responsible for all aspects of operation and performance at the venues and locations at which the Exhibitions take place.
3. Within 5 business days following the exhibition of each HD Program, the undersigned shall remit fifty percent (50 %) of all gross receipts in respect of ticket sales for each Exhibition to Aerofilms s.r.o. for the account of the Met. Upon notice from the Met at any time, the undersigned agrees to pay directly to the Met such account as the Met may designate.
4. In order to fully and effectively promote the Exhibitions hereunder the undersigned agrees to show trailers approved by the Met in each participating theatre and at regional theatres on a regular recurring basis as part of previews and coming attractions commencing upon receipt through the last Exhibition of the last HD Program hereunder. The trailer(s) provided by the Met may include show specific or general trailers (covering more than one HD Program).
5. Notwithstanding anything to the contrary, until 120 days following the end of the Met 2024 - 2025 performance season in May 2025, except for the exhibition of the HD Programs described hereunder, the undersigned agrees that it shall not, and shall not permit any theatre or affiliate under its or their control throughout the Czech Republic (the "Territory") to advertise, promote or exhibit on a live, taped or film basis opera or vocal classical programming or to otherwise participate in any project (including by providing assistance to other theatres or venues) with respect to such programming in the Territory. It is understood that the foregoing shall not apply to motion pictures

which are not live or filmed stage productions and instead are dramatic works which may include opera and/or vocal classical performance as an element of a non-operatic storyline but for which such performances do not comprise all or substantially all of such work.

6. The undersigned recognizes that the Met is a third party beneficiary of the agreement between Aerofilms s.r.o. and the undersigned for the Exhibitions at the undersigned's theaters. The undersigned shall look solely to Aerofilms s.r.o. with respect to performance under any such agreement.

7. The undersigned agrees to indemnify defend and hold harmless the Met, its officers, directors, representatives, the undersigned, successors and assigns from and against any and all claims or damage arising out of the Exhibitions of the undersigned's theaters including, without limitation, any damage to person or property.

Covid-19 Acknowledgement Relating to Performance and Exhibition:

The parties acknowledge that the ongoing Covid-19 pandemic may adversely impact their operations with respect to the Met's ability to stage live performances and to transmit and/or otherwise deliver the Programs hereunder, and, in the case of Licensee, the ability of Licensee to make the Exhibitions as required hereunder. The parties agree that such effects shall excuse such performance, transmission, delivery and Exhibition obligations as applicable hereunder and will be considered a force majeure event (in addition to the Force Majeure provisions of the Standard Terms and Conditions). The foregoing shall not otherwise excuse obligations under this Agreement including with respect to Licensee's obligation to account and make payment for Exhibitions which do occur.

Without limitation of the foregoing, as a result of the inability of the Met to transmit a live Program hereunder as a result of the Covid-19 pandemic, the Met may, at its election, transmit an encore of a recorded high definition of an opera performance from a prior season at the same time and on the same date as the live Program would have otherwise been transmitted to Licensee hereunder (as a „Previously Captured Program“). Any such Previously Captured Program, if any, shall be deemed a Program hereunder for all purposes.

AGREED TO AND ACCEPTED:
[**SUBLICENSEE**]

By: KULTURA A SPORT CHOMUTOV s.r.o.

Its: Bc. Radek Holuša, jednatel společnosti



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