



Czech Television

VAT No.: CZ00027383

and

LES FILMS FIGURES LIBRES company

VAT No.: FR75513096362

COOPERATION AGREEMENT

No. 1091154/542

Object of Agreement: rights and obligations in the production and distribution of an audio-visual recording

Price or value: 36 424 EUR
23-08-2018

Date of signature: _____



COOPERATION AGREEMENT
BETWEEN

(1) **LES FILMS FIGURES LIBRES**, with its registered office at 24 rue de Metz 31000 Toulouse, France, Company ID: 415407329, France VAT number: FR75513096362 (hereinafter referred to as "**LFFL**"); account No.: 08000449155, IBAN: FR76 1313 5000 8008 0004 4915 512, SWIFT: CEPAFRPP313, represented by: [REDACTED], **Manager**

AND

(2) **ČESKÁ TELEVIZE (CZECH TELEVISION)**, with its registered office at Kavčí hory, 140 70 Prague 4, Czech Republic, Company ID: 00027383, TAX ID: CZ 00027383 (hereinafter referred to as "**ČT**"), account No.: 1698682/0800, IBAN: CZ60 0800 0000 0000 0169 8682, SWIFT: GIBACZPX, represented by: [REDACTED] **Director of Production**

(hereinafter referred to as the "**Agreement**")

PREAMBLE:

ČT and LFFL stipulate terms and conditions in this Agreement under which they agree to act in mutual cooperation to create and disseminate a television programme as defined below (hereinafter referred to as the "**Programme**").

1. Definitions & Interpretations

In addition to terms defined in the text of this Agreement, the below terms shall have the following meaning in this Agreement:

Programme shall mean the audio-visual recording of the concert entitled [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ČT Territory shall mean the [REDACTED];

Materials for Delivery shall mean materials specified in Annex 1 hereto;

Excess Costs shall mean the amount of actual costs in excess of the production budget specified in Annex 2 hereto.

2. Role & Responsibilities of ČT

2.1 ČT shall be exclusively responsible for the production of the Programme and shall provide any and all services during the production and use of the Programme that are commonly provided by live music (concert) producers, including the following:

- (i) responsibility for the Programme production and financing as well as negotiation of any related agreements;
- (ii) exclusive responsibility for the supervision of the production financing and the Programme dissemination financing;

- (iii) responsibility for the procurement of all copyrights and other matters subject to legal protection included in the programme, and for the settlement of all related financial entitlements, unless specified otherwise below;
- (iv) exclusive control over the Programme production budget including the payment of any Excess Costs;
- (v) delivery of the completed Programme to LFFL according to specification under 2.3.

2.2 ČT services shall be provided on a non-exclusive basis during the Programme production and dissemination.

2.3 ČT hereby undertakes to produce and deliver the programme to LFFL under the terms and conditions stipulated below:

Working title:

Length:

Directed by:

Shooting schedule:

Filming location:

Post-production schedule:

Post-production location:

Czech Republic

Date of delivery of the final cut of the Programme to LFFL (delivery of Materials for Delivery to LFFL):

2.4 The Parties acknowledge and agree that the value of services provided by ČT hereunder, i.e. the Programme production budget, amounts to

3. Role & Responsibilities of LFFL

3.1 The Parties acknowledge and agree that the value of services that will be paid by LFFL according to this Agreement amounts to

3.2 [REDACTED], to whom exclusively the Rights may be granted by the Producer, i.e. the licence to exercise the Rights, in whole or in part, however, always without the possibility of granting the Rights to another person.

4. Rights of LFFL

4.1 Under this Agreement, ČT grants to LFFL [REDACTED]

[REDACTED] (hereinafter referred to as the "Rights"):

- a) a non-exclusive licence to use the Programme or parts thereof by the way of disclosure to public [REDACTED], with the exception of the territory of the Czech Republic, specifically by the way of:
 - satellite/cable television broadcasting,
 - television broadcasting transmission,
 - television broadcasting operation,
 - disclosure via a computer or other network;
- b) a right to attach to the Programme a foreign language version of opening and closing credits;
- c) a licence to disclose the Programme in a split or otherwise adapted screen containing self-promotion or another text or image in the split part; covering a part of the screen with the said information is also considered a split screen;
- d) a right to attach a logo or another label of the television broadcaster to the Programme, including text or images, as often as required;
- e) a right to promote the Programme and LFFL in the customary manner (press releases, using the Programme teasers during broadcasting and on other television and radio stations, journalist briefings, trade fairs and festivals, or in cinemas and similar places, using pictures and previews on the Internet);

[REDACTED]

[REDACTED] except as set out in par. 3.2 above.

5. Materials for Delivery

5.1 The Parties further agreed that ČT shall also give LFFL access to the Programme during the "rough cut" stage of editing, by providing a preview audio-visual recording of the Programme accessible at the address that ČT will give to LFFL during the editor's cut. LFFL is entitled to make comments on the Programme during this stage. ČT shall also deliver to LFFL the Programme in the final cut stage as follows: Materials for Delivery shall be delivered in compliance with the terms and conditions set out in Annex 1 on HDD carrier provided to ČT by LFFL.

6. Ownership of the Programme

6.1 The Parties hereby acknowledge that all the rights, ownership and ownership interest, including among others the copyright, proprietary rights of performing artists, rights in action and any other rights of any nature that may exist in any part of the world with

respect to the Programme [REDACTED]

7. Credits, Marketing

7.1 Opening credits of the Programme shall contain the following:

[REDACTED]
present".

7.1 Closing credits of the Programme designated for CT shall contain the following:

[REDACTED]
Closing credits of the Programme designated for LFFL shall contain mention about CT copyright holder.

7.2 The Parties shall ensure that all printed promotional materials, DVD covers etc. contain logos of both Parties as delivered by each Party. Logos of the Parties must be in compliance with the graphic manuals provided by the respective Party that govern the use of logos and are subject to prior consent of contact persons set out below. Any proposals shall be deemed approved unless the other Party makes a written comment on a request to approve the respective materials within five (5) business days upon the receipt of any such request. Both Parties shall be introduced and referred to as co-producers in any communication designed to promote the Programme, in particular at the Programme related promotional events and press conferences or in electronic communication on social networks.

Contact persons:

On behalf of LFFL:

- [REDACTED]

On behalf of ČT:

Copy:

8. Invoicing

8.1 In consideration of the performance of this Agreement, LFFL shall pay to ČT the amount of [REDACTED]. The price is free of VAT and, pursuant to legal regulations applicable in France, LFFL is obliged to calculate and pay input VAT and LFFL is fully responsible for the fulfilment of this duty towards the French financial authority.

8.2 CT is entitled to invoice the amount specified in par. 8.1 as follows:

(i) [REDACTED] shall be first invoiced only [REDACTED]

(ii) [REDACTED] shall be invoiced only [REDACTED]

8.3 Invoices shall be due in 30 days upon delivery to the other Party.

8.4 If CT chooses the option to send an invoice by email, the invoice must be sent in PDF format from the CT email address to LFFL as the recipient to the LFFL email address [REDACTED]. The day of delivery of the invoice shall be deemed the day of delivery to the above email address, which shall be also considered as the consent with the use of this form of communication. The same method of electronic delivery shall be used if the invoice does not comply with the statutory requirements or if it contains incorrect data, as well as for sending corrective invoices. Where the invoice does not comply with all requirements set out herein or the statutory requirements, the day of delivery shall be the day when a proper invoice is delivered that complies with all the requirements.

9. Warranties of LFFL

9.1 LFFL warrants and undertakes with respect to CT:

(i) LFFL is able to fulfil its obligations hereunder and did not and will not enter into any other obligations which could conflict with the fulfilment of LFFL's obligations hereunder;

(ii) LFFL shall not enter into any agreement, oral or written, which would be binding for CT, and shall not make any promises on behalf of CT without the prior written consent of CT;

(iii) LFFL shall strictly comply with and fulfil all of its agreements, responsibilities, representations and obligations set out herein;

(iv) LFFL shall inform CT about any non-fulfilment or violation of rights in connection with the Programme that it should become aware of.

10. Warranties of CT

10.1 CT warrants and undertakes with respect to LFFL:

(i) CT is able to fulfil its obligations hereunder and did not and will not enter into any other obligations which could conflict with the fulfilment of CT's obligations hereunder;

(ii) CT have obtained or will obtain all the rights to the Programme and to all the uses of the Programme that LFFL is entitled to hereunder; in this respect, CT represents that no other lawful claims of copyright holders, performance artists' rights, producers' rights or other right holders or lawful claims of third parties shall be made against LFFL

in connection with the use of the Programme subject to the terms and conditions stipulated herein.

11. Final Provisions

- 11.1 All the rights and obligations hereunder shall pass onto legal successors of the Parties.
- 11.2 The Parties are entitled to withdraw from this Agreement in the event of a substantial breach hereof by either Party provided that the breach is not removed within a reasonable period of time upon a written notice; the right to damages and contractual penalty shall remain hereby unaffected. If LFFL defaults on fulfilment of its obligations hereunder, in whole or in part, CT is entitled to suspend its performance of the Agreement until all the previous obligations of LFFL are fulfilled. The suspension of performance shall not terminate the Agreement. CT shall not be in default and is entitled to damages (if any) during the suspension of performance according to this paragraph.
- 11.3 The Parties have agreed that the information highlighted in yellow in this Agreement is considered confidential (e.g. due to a trade secret) and neither Party shall be entitled to disclose this information to third parties without a prior written consent of the other Party, even upon the termination of performance hereof or the termination hereof, except for information: (i) disclosed to third parties in the usual scope by CT alone in connection with the preparation, production, distribution and/or promotion of its programme content hereunder, and/or in connection with promotion of CT; (ii) provided or disclosed by a Party based on a legal regulation; and (iii) provided by a Party to its professional advisers and/or other collaborators bound by statutory and/or contractual obligation of confidentiality. This Agreement shall be disclosed by CT pursuant to the law in which case the information highlighted in yellow will be blanked out. [REDACTED]
- 11.4 The Parties represent that the definition of the subject matter hereof and the price, or the value of the subject matter hereof set out at the front page of this Agreement is not of a regulatory nature and is only given for the purposes of a disclosure (if any) of this Agreement in the contracts register.
- 11.5 Upon the execution hereof, any changes, clarifications and amendments can be made solely in writing in the form of numbered amendments to this Agreement, signed by the Parties.
- 11.6 Provisions of the Civil Code and the Copyright Act shall apply for the relationship of Parties hereunder with respect to any matters which are not governed by this Agreement.
- 11.7 In the event that any provision of this Agreement, in whole or in part, is disregarded under the law as an apparent legal act, or if any provision of this Agreement, in whole or in part, is or becomes invalid, ineffective and/or unenforceable, it shall be severed

from other provisions hereof to the applicable extent and shall have no effect on the validity, effect and enforceability of other provisions hereof. The Parties undertake to replace any such apparent, invalid, ineffective and/or unenforceable provision, in whole or in part, with a new provision which is valid, effective and enforceable and which is identical or comes the closest possible to the meaning and economic purpose of the replaced provision in order to preserve the purpose and meaning of this Agreement.

11.8. The Parties agreed that equity shall not override the provisions hereof or statutory provisions.

11.9. This Agreement shall be governed by the laws of the Czech Republic and shall be construed in accordance with the Czech legal regulations. The Parties shall make every effort to reach amicable settlement of any disputes. Any dispute arising from this Agreement or in connection therewith which cannot be settled amicably shall be brought by the Parties to competent courts of the Czech Republic.

11.10. This Agreement was executed in three counterparts (two for ČT, one for LFFL).

Annexes:

1 – Delivery of Materials

2 – Programme Budget (pursuant to Section 3 par. 2b) of Act on Contracts Register, this Annex shall not be disclosed even if it is blanked out and is considered to be highlighted in yellow within the meaning of par. 11.3)

3 – Production Schedule (this Annex shall not be disclosed even if it is blanked out and is considered to be highlighted in yellow within the meaning of par. 11.3)

In Toulouse on the date of

In Prague on the date of 15.8.2018

LES FILMS FIGURES LIBRES

Česká televize (Czech Television)

ANNEX 1

Delivery of Materials

- Finished Programme on HDD carrier to be submitted by CT to LFFL in the following format:
 - Video: QT.mov / ProRes HQ 422
 - Audio: Stereo 24bit/48kHz R 128 EBUFinished Programme will be a textless version.
- list of credits - text of opening and closing credits
- set of music containing the list of used music indicating composition titles, exact length of use of each musical recording, names and surnames of authors of music and lyrics, both in electronic and printed form (“Basis for OSA Report, INTERGRAM” form provided by CT)
- list of visual recordings, audio-visual recordings, photographs, work of visual art and other artworks included in the Programme including the scope of obtained licences; the following shall be specified for visual and audio-visual recordings: name, length used, time code where the preview appears in the Programme, preview producer, name of composition, author of music and author of lyrics (if there is music), performers and the scope of licence both in electronic and printed form (“Audio-visual Work Use Report” form provided by CT)