



**Dated as of September 4, 2022**

**Mr. Hugo Sélignac, Producer**

**Chi Fou Mi Productions**

Registered under the laws of France

with the Paris Commercial and Companies Registry under number 520 372 178

with its registered office at 12 rue Barbette 75003 Paris, France ("**PRODCO**")

**Une Zone A Défendre: Amendment letter #2 (Disney-approved overages and COVID budget)**

Dear Mr. Sélignac,

This amendment letter is entered into by and between **The Walt Disney Company (Benelux) B.V.**, registered under the laws of Netherlands, with registered number 34076102, with its registered office at Asterweg 15S, 1031 HL Amsterdam, The Netherlands ("**Disney**") and **Chi Fou Mi Productions ("PRODCO")** (Disney and PRODCO collectively referred to as the "**Parties**").

Reference is made to:

- the **Production Services Agreement** dated and executed on June 30, 2022 by and between Disney and PRODCO (the "**PSA**"), engaging PRODCO to provide production services for the French-language long-form live action film currently entitled "**Une Zone à Défendre**" or "**ZAD**" (the "**Programme**"), and to

- the **Amendment letter #1** to such PSA, dated and executed on November 23, 2023, acknowledging the shooting schedule of the Programme,

(the PSA and the Amendment letter #1 collectively referred to as the "**Agreement**").

**Article 1 – Disney-approved overages and COVID budget**

The Parties hereby acknowledge that the following Disney-approved overages will increase the approved locked budget for the Programme as follows:

a) **VFX overages** €114,379,

b) **COVID event** €71,963,

i.e. a **Disney-approved overages total of €186,342.**

The approved budget of €6,823,485 is now therefore amounting to **€7,009,827.**

The Parties also hereby acknowledge that the **provisional COVID budget** of €135,492 has been reviewed to **€109,913** in the final cost report.

## **Article 2 – General terms**

Unless otherwise expressly defined herein, all capitalized terms used in this amendment letter #2 shall have the same meaning as set out in the Agreement.

Except as otherwise expressly set out in this amendment letter #2, the Agreement shall remain unchanged and shall continue with full force and effect.

Please acknowledge your agreement by signing where indicated below.

### **ACCEPTED AND AGREED:**

For and on behalf of:

**THE WALT DISNEY COMPANY (BENELUX) B.V.**

For and on behalf of:

**CHI FOU MI PRODUCTIONS**

DocuSigned by:  
*Evert van der Veer*  
2CE02E629E174B0...

(Signature)

Evert van der Veer

(Name)

VP, Programming

(Title)

DocuSigned by:  
*Hugo Sélignac*  
3985901B90144EC...

(Signature)

Hugo Sélignac

(Name)

President

(Title)

**Certificat de réalisation**

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 Nombre de pages du certificat: 5  
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 Horodatage de l'enveloppe: Activé  
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État: Complétée

Émetteur de l'enveloppe:  
 Ysabel Métails-Tilloy  
 500 S Buena Vista St  
 Burbank, CA 91521  
 Ysabel.Metails.Tilloy@disney.com  
 Adresse IP: 176.185.206.200

**Suivi du dossier**

État: Original  
 04/09/2023 06:04:34

Titulaire: Ysabel Métails-Tilloy  
 Ysabel.Metails.Tilloy@disney.com

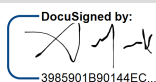
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**Événements de signataire**

Hugo Sélignac  
 hugo@chifoumiprod.com  
 Président

Niveau de sécurité: E-mail, Authentification de compte (aucune)

**Signature**

DocuSigned by:  
  
 3985901B90144EC...

Sélection d'une signature : Écrit sur un appareil  
 En utilisant l'adresse IP: 185.146.220.194

**Horodatage**

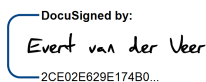
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 Consultée: 05/09/2023 01:26:48  
 Signée: 05/09/2023 01:27:26

**Divulgateur relative aux Signatures et aux Dossiers électroniques:**

Accepté: 05/09/2023 01:26:48  
 ID: 8b8948a6-c0f5-41ee-be67-be75d88d472e

Evert van der Veer  
 evert.van.der.veer@disney.com  
 VP, Programming  
 TWDC

Niveau de sécurité: E-mail, Authentification de compte (aucune)

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**Divulgateur relative aux Signatures et aux Dossiers électroniques:**

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Ysabel Métails-Tilloy  
 ysabel.metails.tilloy@disney.com  
 Senior Attorney  
 Disney  
 Niveau de sécurité: E-mail, Authentification de compte (aucune)

**Copie**

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Événements de copie carbone	État	Horodatage
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Antoine Lafon  
antoine@chifoumiprod.com  
Directeur Général

Copie

Envoyée: 05/09/2023 02:26:41

Niveau de sécurité: E-mail, Authentification de  
compte (aucune)

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Événements notariaux	Signature	Horodatage
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Complétée	Sécurité vérifiée	05/09/2023 02:26:41

Événements de paiement	État	Horodatages
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Divulgateur relative aux Signatures et aux Dossiers électroniques
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## CONSENT TO ELECTRONIC COMMUNICATIONS

You have indicated that you wish to enter into an agreement ("Contract") with us electronically. In connection with the Contract, you will receive Communications (defined below) electronically by entering into the terms and conditions of this consent agreement ("Agreement") by clicking the 'I agree' box as indicated below. We may be required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. Therefore we need your consent in order to provide you Communications electronically, instead.

The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries. The words "you" and "your" mean the person giving consent and entering into this Agreement.

"Communications" means each disclosure, notice, contract, agreement, authorization, acknowledgement, undertaking, fee schedule, periodic statement, record, document, signature or other information we provide to you, or that you sign or submit or agree to at our request in connection with the Contract. Electronic Communications will be provided through the DocuSign, Inc. electronic signing system ("DocuSign").

**1. Your Consent.** You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form through DocuSign, unless you tell us otherwise in accordance with the procedures described herein. We may also use electronic signatures and obtain them from you on any Communication. You agree that electronic delivery of any Communication will be effective delivery to you and be deemed received by you when sent or made available to you, whether or not you actually access or view the Communication. We may always, in our sole discretion, provide you with any Communication in writing or on paper, even if you have chosen to receive it electronically. Sometimes the law, or our Communication with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

**2. How to Withdraw Consent.** If you decide to withdraw consent for electronic delivery of Communications, you must use the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Communications electronically from us and you will no longer be able to use DocuSign to receive required Communications electronically from us or to sign electronically documents from us. You may also withdraw your consent to future electronic Communications at any time by following the procedure described below. Your withdrawal of consent is only effective after we have a reasonable opportunity to act on it, and your withdrawal of consent will only apply to Communications you are entitled by law to receive "in writing." We may continue to send other Communications to you electronically even after you withdraw consent. Your withdrawal of consent with respect to the Communications does not affect any other consent you have given us at any other time to use electronic records and signatures. To inform us that you no longer want to receive future Communications in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [CORP.DL-eSignature@disney.com](mailto:CORP.DL-eSignature@disney.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**3. How to Update Your Contact Information.** It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**4. Hardware and Software Requirements.** To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Internet Explorer (Windows only), Safari (Mac only) or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays to you PDF files,
- a per screen resolution of 800 x 600,
- enabled security settings to allow per session cookies, and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

**5. Paper Copies.** At any time, you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the ability to download and print Communications we send to you through the DocuSign system during and immediately after a signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 60-90 days) after such Communications are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by following the procedure described below.

To request delivery from us of paper copies of the Communications previously provided by us to

you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**6. Acknowledging your access and Consent to receive Communications electronically.** To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

**7. Termination/Changes/Other.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

**By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.**