



PRODUCTION SERVICES AGREEMENT
"ZONE A DEFENDRE" (provisional title)

This Deed ("**Agreement**") is made and entered into on the June 29, 2022 by and between **The Walt Disney Company (Benelux) B.V.**, registered under the laws of The Netherlands, with registered number 34076102 and whose registered office is at De Passage 144, 1101AX, Amsterdam, The Netherlands ("**Disney**") and **Chi Fou Mi Productions**, registered under the laws of France, with registered number 520 372 178 and whose registered office is at 12 rue Barbette 75003 Paris, France ("**PRODCO**") for PRODCO to provide the services herein described below regarding the production of the French-language long-form live-action film currently entitled "**Zone à Défendre**" or "**ZAD**" based from the Underlying Work as defined in clause **6.2** and **Schedule 1** (hereafter the "**Programme**", as defined in **Schedule 1**).

Disney and PRODCO will be referred to individually as a "**Party**" and collectively as the "**Parties**".

All references to this Agreement include references to the attached Schedules and Exhibits and any amendments to the foregoing as agreed in writing from time to time.

PREAMBLE

On February 15, 2022, the Parties entered into a Production Agreement – Key Deal Terms ("**Deal Memo**") establishing the main business terms and conditions of their contractual relationship regarding the production of the Programme and the rights thereof.

1. CONDITIONS PRECEDENT AND SUBSEQUENT

1.1 DISNEY's obligations under this Agreement are subject to PRODCO's timely delivering to DISNEY of all of the following "**Conditions Precedent**" in form and substance satisfactory to DISNEY, without such acknowledgement of receipt and/or modification request being considered as a limitation of PRODCO's warranties and indemnification, provided, however, that DISNEY shall have the right (but not the obligation) to deem satisfied or waive any of the Conditions Precedent in its sole discretion, provided further that any such action will not in any way affect PRODCO's representations, warranties and indemnities hereunder and shall not constitute a waiver of any of DISNEY's rights and/or remedies hereunder or, where the Condition Precedent is waived by DISNEY, of DISNEY's entitlement to require satisfaction of each such Condition Precedent at a later date in its sole discretion (being specified that, where waived as a Condition Precedent, such obligation shall no longer be a Condition Precedent but mere material obligation of the Agreement):

- (a) all chain-of-title documents with respect to the Programme, to be determined in DISNEY's sole discretion, confirming that PRODCO has the complete and unfettered right pursuant to fully executed, binding and irrevocable agreements (including without limitation in respect of the Underlying Work and Materials) to develop, produce, exploit and promote the Programme without restriction, fully cleared, in any and in all languages, in any and all media and by any and all means whether now known or hereafter invented, throughout the universe, for the maximum legal term of protection, including all extensions, renewals, revisions and revivals thereof, and thereafter (insofar as is or may become possible) to the fullest extent permitted under applicable law and union regulation in perpetuity, without such acknowledgement of receipt and/or request being considered as a limitation of PRODCO's warranties and indemnification.
- (b) a validly executed original of this Agreement and any applicable Schedules.
- (c) any and all documentation required by DISNEY's payroll DISNEY and all insurance certificates required by DISNEY.
- (d) production and delivery schedule, production locations, key creative elements, the Programme's work allocation including proposed nationalities of the talent and key crew for investment quota purposes (if any and if applicable).
- (e) the final screenplay preapproved by Disney.
- (f) written confirmation by PRODCO of Romain Cogitore's commitment to direct the Program.
- (g) Written confirmation by PRODCO of François Civil and Lyna Khoudri's commitments as main cast.



- (h) DISNEY Corporate Approval which, **on a non-precedential basis, was deemed granted by the signature of the Deal Memo.**

The conditions mentioned at 1.1 (d), (e), (f) and (g) above are considered satisfied.

1.2 In addition to the above Conditions Precedent, the Parties agreed that the following are conditions subsequent of Disney's commitment to this Agreement:

(a) DISNEY's approval of PRODCO's applicable security, safety, health, insurance and production requirements, which DISNEY shall determine in its sole discretion (including without limitation fully completed health and safety questionnaire, signed health and safety policy, COVID-19 management plan, risk assessment, insurance details and security assessment) and it being acknowledged that PRODCO's continued compliance with such protocols shall be an ongoing contractual obligation on PRODCO;

(b) Delivery in due time of applicable and adequate pre-production insurance certificates naming DISNEY and its affiliates, subsidiaries and group companies as additional insured and loss payee in accordance with the approved Programme Budget relating to the preparation block."

2. ENGAGEMENT.

2.1 Subject to the terms and conditions hereinafter set forth, DISNEY hereby engages and retains PRODCO to provide all required production services in a competent and professional manner, as are customarily rendered by first-class French television drama production companies, to the best of PRODCO's abilities and in accordance with DISNEY's requirements and instructions including without limitation the Production Requirements as set out in **clause 2.6** below and in DISNEY's Production Manual ("**Producer's Manual**") in connection with the production of the Programme (as defined in **Schedule 1** attached hereto and incorporated herein by this reference), which term "production" as used herein shall include PRODCO's work on all deliverable elements, including without limitation, bibles, treatments, outlines, pilots, scripts, as well as completed programmes/series) (collectively "**Production**"). PRODCO's services shall be (i) non-exclusive, but first position, real, meaningful and material services without material interference from any other obligation in any media, rendered on a sometimes, in-person basis during principal photography periods of the Programme; and (ii) non-exclusive, but real, meaningful and material services without material interference from any other obligation in any media, rendered on a sometimes, in-person basis at all other times whilst rendering production services in connection with the Programme. PRODCO hereby accepts such engagement and agrees to render all required services in connection with the Production when, as and where required by DISNEY (as determined in its sole discretion PRODCO for such other production services in connection with the Production as may be required by DISNEY in addition to the services set forth in the Schedule(s), subject to PRODCO producing and DISNEY accepting in writing an all-inclusive budget for said further development/production services. PRODCO's services are being engaged on a non-exclusive basis, subject to **clause 2.4**, and provided that no services which PRODCO renders to any third party or on PRODCO's own behalf will materially interfere in any way with PRODCO's services under this Agreement and PRODCO undertakes that it will provide DISNEY and the Production first priority. DISNEY and PRODCO, for convenience, may execute additional Schedules, which shall be attached hereto and incorporated herein by this reference.

2.2 PRODCO will, and will ensure that all Key Personnel (as defined below) will perform all production and executive producer services required to produce and deliver each Production as determined in good faith by DISNEY and will develop, produce, complete and deliver the Production, and perform all services necessary and appropriate in that regard in accordance with DISNEY's reasonable directions and the terms hereof. PRODCO shall furnish, or cause to be furnished, all rights, personnel, facilities, equipment and materials required in connection with the preparation, production and delivery of the Production in accordance with the terms hereof. Without limiting the generality of the foregoing, PRODCO shall administer all of the employee payroll, furnish or arrange for all production facilities and enter into agreements for the use of production facilities, enter into and administer all required licenses, clearance releases and contracts (including without limitation Music as set forth in **clause 6.8** below) (which shall be in a form pre-approved by DISNEY or approved by DISNEY), furnish all below the line and above the line personnel, prepare budgets, prepare cash flow schedules and generally oversee all day to day production activities for the Production, all in accordance with DISNEY's approved budget, as defined in the Schedule(s) attached hereto.

2.3 PRODCO undertakes to engage the following personnel ("**Key Personnel**"):

- (a) **Hugo Sélignac and/or Nicolas Dumont** who shall render non-exclusive, first position, actual, regular, in-person executive producing services, with no commitment to third parties to materially interfere, in accordance with DISNEY's requirements and instructions; and



(b) **Romain Cogitore** who shall deliver directing services (the “**Director**”) per DISNEY’s approved terms;

(c) **François Civil** and **Lyna Khoudri’s** who shall provide acting services (the “**Actors**”) per DISNEY’s approved terms.

2.4 PRODCO warrants and represents that the Key Personnel have accepted the engagement and PRODCO will cause the Key Personnel to render all services customarily rendered by first class executive producers, director and actors, as applicable, in the French television and theatrical industry.

2.5 PRODCO acknowledges that the services of the Key Personnel are of the essence to this Agreement and PRODCO shall ensure that all Key Personnel perform all production services during pre-production, production and post-production required to produce and deliver the Programme. If for any reason, they are (or are likely to be) unwilling or unable to provide such services (“**Triggering Event**”), then PRODCO shall immediately notify DISNEY in writing (“**PRODCO’s Notice**”) and DISNEY shall discuss in good faith a mutually acceptable solution (taking into account any insurance requirements), including PRODCO finding a replacement of the same calibre and which replacement is pre-approved by DISNEY in writing. If parties are unable to come to an agreement of appropriate replacement(s) within thirty (30) days of the Key Personnel ceasing to provide services or the date of PRODCO’s Notice, whichever is the earlier, DISNEY will have the option to either terminate this Agreement if such inability is due to PRODCO breach or default to this Agreement or take over the Production (and all contributor agreements) from PRODCO.

2.6 “**Production Requirements**” shall mean all pre-production and production instructions given by DISNEY to PRODCO, including but not limited to the following: (i) all on-camera talent agreements must be DISNEY approved, closed and fully executed prior to the talent going on camera. For clarity, a release form with the intent to sign an agreement later will not suffice; (ii) PRODCO will meaningfully work with the DISNEY creative team to understand the Disney brand criteria, PRODCO will meaningfully integrate DISNEY notes to make the project appropriate and in line with other Disney-branded content; (iii) PRODCO will adhere to all DISNEY-approved pre-production and/or production schedules and budgets; (iv) PRODCO will comply with all DISNEY production, legal, and creative notes; (v) PRODCO will give DISNEY adequate and reasonable time and opportunity to give notes and request revisions on creative materials and to otherwise exercise its contractual approval rights in each instance; and (vi) PRODCO and all third party subcontractors and suppliers engaged by PRODCO will comply with all applicable laws and regulations in rendering their services including but not limited to applicable labor, health, safety and anti-corruption laws and all regulations pertaining to tax credit(s), content quota(s) and investment quota(s), if and as such credits/quotas are applicable and approved by DISNEY in connection with the Programme.

3. **TERM.**

3.1 This Agreement shall have effect from the date of execution and shall be valid until the delivery by PRODCO of the Programme ordered by DISNEY and accepted by DISNEY, unless otherwise earlier terminated according to the provisions of this Agreement or according to law (hereinafter known as the “**Term**”)

3.2 The warranties and indemnities given hereunder, and any other clause expressly or impliedly intended to survive the termination or expiry of this Agreement, shall survive the termination or expiry of this Agreement.

4. **FEE/PAYMENT TERMS.**

4.1 On the condition that PRODCO is not in material breach or otherwise in default hereof, and PRODCO renders and fully completes all of PRODCO’s services hereunder, DISNEY shall pay PRODCO, in full consideration of all services rendered by PRODCO, all rights now or hereafter granted to or otherwise acquired by DISNEY as provided for hereunder, and all of the representations, warranties and agreements of PRODCO hereunder, the fees (“**Fees**”) in the amount, at the times and in the manner provided in the applicable Schedule(s) attached hereto. In no event will DISNEY be obligated to pay PRODCO any amount in excess of such Fees, except as may be expressly set forth in this Agreement.

4.2 Subject to the provisions of clause 6.4 of Schedule 1, PRODCO shall discharge all costs of producing the Production including paying all contributors to the Production from the money advanced by DISNEY from time to time and PRODCO agrees to make all necessary payments and complete and remit all necessary documentation to all the appropriate bodies in relation to the making of the Production, as may be required under the laws of France as applicable.



4.3 Subject to the provisions of clause 6.4 of Schedule 1, PRODCO shall not be reimbursed for any costs above the amount of the budgets for the Production pre-approved in writing by DISNEY unless PRODCO shall have first obtained DISNEY's written approval to incur such additional costs, such approval to be granted or withheld at DISNEY's sole discretion.

4.4 All sums payable hereunder shall be due within ten (10) to thirty (30) days maximum of receipt of appropriate invoices. Invoices must quote the reference and relevant Purchase Order (P.O.) number(s) and must be sent to the address below. Any invoices not quoting the reference and P.O. numbers will be returned to PRODCO for amendment and accordingly payment will be delayed:

INVOICE TO BE SENT TO:	INVOICE ADDRESS:	WITH A COPY TO:
The Walt Disney Company (Benelux) B.V. De Passage 144 Amsterdam 1101AX The Netherlands	c/o The Walt Disney Company (Benelux) B.V. De Passage 144 Amsterdam 1101AX The Netherlands	EMEA.Invoices.Originals@disney.com

4.5 All payments pursuant to this Agreement shall be exclusive of value added tax and all other similar taxes and duties payable in respect of such payments. If and to the extent only that value added tax is or becomes payable on any such payment, PRODCO will render to DISNEY a value added tax invoice in respect thereof. References in this clause to "**payments**" include non-cash consideration and expressions bearing the same meaning shall be construed accordingly. DISNEY will make payment to PRODCO of the amount thereby shown to be due within ten (10) to thirty (30) days maximum after receipt of the valid invoice, subject to clause 4.4 above.

4.6 PRODCO hereby authorizes DISNEY to deduct and withhold from any and all sums payable to PRODCO under this Agreement all withholding and other taxes (if any) and any other payments required to be deducted, withheld and paid by DISNEY pursuant to any applicable present or future law or governmental rule or regulation requiring such withholding, deducting or payment. In the event that DISNEY does not make such withholding or deduction, PRODCO shall pay any and all taxes and other charges payable on account of such sums and PRODCO shall indemnify on demand and hold harmless DISNEY from and against any liability or expense in connection therewith.

4.7 PRODCO (in the sole event where PRODCO is replaced by a special purpose vehicle) shall procure that its parent company or appropriate group company (as identified by DISNEY) shall enter into guarantee in a form pre-approved by DISNEY securing all present and future obligations and liabilities owed by PRODCO to DISNEY under this Agreement.

4.8 PRODCO shall set up a separate Production specific bank account with a reputable bank, to be prior approved in writing by DISNEY, to be used solely for receiving the amounts payable by DISNEY hereunder and discharging the costs of production of the Production ("**Production Account**"). Contractor warrants that it shall only use such moneys to discharge the approved budgeted costs of production of the Production and shall hold all amounts received from DISNEY on trust for DISNEY pending discharge of the budgeted costs of the Production.

4.9 Contractor shall set up a separate bank account with a reputable bank, to be prior approved in writing by DISNEY, to be used solely for receiving all amounts under **clause 17** of this Agreement (including without limitation the amount related to the Tax Rebate for International Productions ("**TRIP**") and, if applicable, any other Production Incentive(s) PRODCO warrants that it shall comply with its obligation in respect of such sums as set out in **clause 17**.

5. CONTROL & APPROVALS.

5.1 Throughout development and production, PRODCO shall consult with DISNEY in advance and DISNEY shall have the right of prior approval, verification and the right to designate and/or veto all key elements of the Production, including all creative and business decisions, including without limitation: the choice of and deal terms and agreements with regard to executive producer(s); producer(s); director(s); cast members; directors of photography; all heads of departments and other crew; studios; locations; performers; budget; script consultant(s); writer(s); showrunners, editors; concept; format; script(s); story (stories); title; music and lyrics; vocalists; composer(s); guest star(s); production lawyers; the locked cut; sequence, size, kind and placement of program credits; legal agreement(s); and dismissal or replacement of any approved element. DISNEY shall exercise its right of approval and veto in a good-faith manner. PRODCO shall follow all DISNEY's instructions in relation to the creative aspects of the Production,



and keep DISNEY fully advised as to the progress of the Production and DISNEY shall have the right to view all dailies, rough cuts and other screenings or presentations of any part or all of the Production, as applicable. For the avoidance of doubt, DISNEY shall have the final decision on all business, legal, financial and creative controls with respect to the Production and DISNEY's decision on all such matters shall be final.

6. RIGHTS AGREEMENTS, PERFORMER AND OTHER THIRD PARTY AGREEMENTS.

6.1 PRODCO shall deliver to DISNEY all chain of title documents required by DISNEY in connection with the Underlying Work (as defined below) and with the Programme (together the "**Rights Agreements**") showing that PRODCO has the complete and unfettered right (pursuant to fully executed, binding and irrevocable and irrevocable agreements) to develop and to produce the Programme fully cleared for unrestricted exploitation and promotion, in any and in all languages, in any and all media and by any and all means whether now known or hereafter invented, throughout the universe, for the maximum legal term of protection and all renewals, revisions, revivals and extensions thereof, and thereafter (insofar as is or may become possible) to the fullest extent permitted under applicable law and union regulation in perpetuity, which, where required by DISNEY, may include a direct assignment of rights to DISNEY from the Creators.

Such documents shall be in a form and substance satisfactory to DISNEY, without such acknowledgement of request and/or receipt being considered as an approval by DISNEY or a limitation of PRODCO's warranties and indemnification.

6.2 For the purposes of this Agreement, "**Underlying Work**" shall mean (i) the Underlying Material(s) described in **Schedule 1** and any work undertaken in connection with the Underlying Material(s) and/or the underlying work on which the Programme is based, including without limitation all pitches, plans, treatments, bible, scripts, outlines, ideas, concepts, stories, themes, plots, artistic renderings, documents, names, characters, formats and all other elements, titles and materials (written, drawn, illustrated or otherwise; (ii) the benefit of all agreements heretofore or hereafter created relating to any and/or all of the Underlying Work; (iii) the products of any activities heretofore and or hereafter carried out in connection with any and/or all of the Underlying Work and all copyrights, rights, benefits, items and materials heretofore and or hereafter created or acquired by PRODCO (and/or any of its associated, parent or subsidiary entities) in connection with any and/or all of the Underlying Work.

6.3 The Parties agree that the Programme is to be developed and produced on a non-union basis and that all contributor and talent agreements (including without limitation all agreements in connection with the Underlying Work and with the Programme) are to be on a, buy-out basis throughout the universe (to the fullest extent permitted under applicable law), for the maximum term of protection, including all renewals, revisions, revivals and extensions thereof, and thereafter (insofar as is or may become possible) to the fullest extent permitted under applicable law and union regulation in perpetuity, unless DISNEY has specifically pre-approved otherwise in writing to enable the engagement of a specifically desired contributor or talent, or in buy-out basis throughout the universe is restricted by relevant law or union regulations, in which event the Parties will discuss in good faith for reasonable solutions. PRODCO shall obtain for DISNEY, DISNEY's licensees and assigns, and without additional payment, the right to use in perpetuity (to the fullest extent permitted under applicable law, the names, likenesses and voices, and biographical material of all personnel (including, without limitation all cast and crew and other contributors) and featured guest performers on the Production for publicity, promotion and advertising purposes, including, without limitation, "behind-the-scenes", making-of" footage, music videos and corporate videos (i.e. videos designed to create good will for DISNEY and its affiliates) and in connection with the exhibition and commercial exploitation of: (i) the Production (or element(s) thereof) and all ancillary products derived from the Production and/or any allied and ancillary rights thereto ("**Ancillary Products**") including without limitation: (i) any documentaries, programmes, music, records or publications derived therefrom; and (ii) any merchandise, commercial tie ins or other commodities connected with the Production or any documentaries, programmes, music, records or publications derived therefrom, unless DISNEY has specifically pre-approved in writing to enable the engagement of a specifically desired contributor or talent, or such in perpetuity buy-out throughout the universe is restricted by the relevant law or union regulations, in which event parties will discuss in good faith reasonable solutions. If applicable, PRODCO agrees that PRODCO's agreement with cast members shall unless otherwise agreed by DISNEY include no less than three (3) future season options, and PRODCO shall ensure that it has the option to engage the approved writer/writers/director/Actor(s) to write on subsequent seasons in each case on the same terms and conditions subject only to a maximum increase per season of 3%.

6.4 PRODCO shall ensure that all third party agreements and/or release forms entered into by PRODCO in connection with the Production (including without limitation the Rights Agreements) shall, amongst others and without limitation to the other requirements set out in this Agreement: (a) secure all copyright (including rental, lending, satellite, cable retransmission and neighbouring rights) absolutely in the name of PRODCO in any and all languages, for the maximum legal term of protection and all renewals, revisions, revivals and extensions thereof, and thereafter (insofar as is or may become possible) to the fullest extent



permitted under applicable law and union regulation in perpetuity, throughout the universe; (b) provide that the benefit of such agreements/release forms can be assigned freely; (c) provide that, the rights and remedies of any third party under such agreements/release forms shall be limited to an action at law for damages (if any) and that such third party shall not be entitled to equitable or injunctive relief; (d) secure all consents necessary to enable the exploitation and the promotion of the Production throughout the universe in any and all media and by any and all means whether now known or hereafter invented (including without limitation for the purposes of the commercial exploitation of Ancillary Products) without any further payment of any kind whatsoever including, without limitation, by way of residuals, royalties, re-use fees and other payments of any kind (unless Disney has specifically pre-approved in writing); (e) include all other necessary rights and consents from all persons the products of whose services or whose property is in any way incorporated in the Production/Underlying Work to allow such exploitation as aforesaid; include all other necessary rights and consents from all persons the products of whose services or whose property is in any way incorporated in the Production/Programme to allow such exploitation as aforesaid; (f) to the fullest extent permitted under applicable law (it being acknowledged that as at the date of this Agreement include a waiver of all such rights under the Copyright, Designs and Patents Act 1988 (“Act”)) or otherwise and all other moral and authors rights of a similar nature under the laws of any jurisdiction; (g) include the right to issue and authorise others to issue publicity and advertising material concerning all persons appearing in or rendering services in connection with the Production/Underlying Work/Programme or whose property is in any way incorporated into the Production/Underlying Work/Programme, including the right to use their names, photographs, voice, likeness and biographies in or in connection with publicity and advertising for the Production/Programme and any and all subsidiary and ancillary rights thereto; and (h) not provide for the payment of any repeats, residuals, deferrals or profit participations to the fullest extent permitted by applicable law; and (i) must be immediately terminable upon written notice (unless Disney has specifically pre-approved in writing). DISNEY will discuss with PRODCO in the event of refusal of any of the aforementioned requirements by any talent representative, in view of finding a solution.

6.5 Notwithstanding anything to the contrary hereunder, PRODCO represents and warrants that PRODCO’s engagement of any individual, employee or otherwise, to render services in connection with PRODCO’s services to DISNEY hereunder shall not subject DISNEY to the jurisdiction of any labour organization or guild or union, or to any obligation or liability to any such individual(s), and PRODCO shall obtain releases from all such individual(s) (whether as part of employment contracts or otherwise) confirming that they shall look solely to PRODCO for any compensation due them in connection with such services) that they shall have no rights in the results and proceeds of such services, and that their services are being rendered on a buy-out basis to the fullest extent permitted under applicable law.

6.6 With respect to any third party agreements entered by PRODCO in connection with the Production, except as pre-approved and agreed in writing by DISNEY, PRODCO acknowledges that DISNEY has not approved and does not approve, and therefore PRODCO shall not agree to include, the following terms in any such agreements: (i) the payment of royalty or other passive payments on an episodic basis or otherwise (ii) the payment of any deferred or contingent compensation; and/or (iii) any guarantee of employment or of any “pay or play” engagement, or of any payments based on the telecast ratings produced (except as separately approved and agreed in writing by DISNEY).

6.7 N/A

6.8 In connection with all Music:

6.8.1 PRODCO hereby represents and warrants to DISNEY that all musical compositions/score/cues and sound recordings included in the Production by PRODCO (sometimes hereinafter “**Original Music**”) shall be original and newly created specifically for the Production other than the use of any pre-existing musical works or sound recordings (sometimes hereinafter “**Pre-Existing Music**”), which may be used solely, if at all, upon DISNEY’s prior, written permission in each instance. The Original Music and the Pre-Existing Music is sometimes hereinafter referred to as the “**Music**”.

6.8.2 Unless as otherwise instructed by DISNEY in writing,

(i) all agreements and/or release forms entered into by PRODCO in connection with the creation and/or production of Original Music hereunder shall include all requirements required by DISNEY, and shall:

A. be contracted on a full buy-out or to the fullest extent permitted by applicable law, flat fee, non-union basis and shall include engagement of all Original Music on a work made for hire basis on the basis of a full assignment of all copyrights such that DISNEY will exclusively own and control one hundred percent (100%) of the copyright and any and all related rights throughout the universe to the maximum



legal term of protection including all extensions, renewals, revisions, revivals in perpetuity thereof, and thereafter (insofar as is or may become possible) to the fullest extent permitted under applicable law and union regulation in perpetuity, including DISNEY's rights to use and exploit said Original Music in all media now known or hereafter devised throughout the universe for the maximum legal term of protection including all extensions and renewals, revisions, revivals thereof, and thereafter (insofar as is or may become possible) to the fullest extent permitted under applicable law and union regulation in perpetuity without the need for any further permission from or payment to any other party other than the performance/making available rights of musical compositions and sound recordings, and reproduction rights in musical compositions (solely where such reproduction rights have not been fully cleared by PRODCO and/or where the "buyout" of such reproduction rights are not legally recognized by applicable local law, regulation, directive or applicable rules of any applicable and industry recognized organizations that are authorized to collect collectively managed royalties with respect to musical compositions and sound recordings in each applicable country of the Territory ("**Collecting Society**") which such rules are applicable to all members of such Collecting Society, and where such reproduction rights are controlled exclusively by the applicable Collecting Society;

B. include a waiver of moral rights, to the fullest extent permitted by applicable law;

C. include the right to use, without additional permission or payment, in perpetuity to use the names, likeness, voices and biographical material of all music related contributors to any Original Music for publicity, promotion and marketing purposes;

D. not include any form of guaranteed employment or any "pay or play" engagement;

E. include a provision requiring that all material submitted by any music contributor engaged by or on behalf of PRODCO as part of the Original Music hereunder shall be wholly original with any said music contributor, and shall not include any so-called "samples" and/or any "sound-alike" material and/or any music from any so-called "music library" or other catalogue owned, controlled or administered by any such music contributor or any other party;

(ii) all licenses for Pre-Existing Music shall be cleared on an all media, throughout the universe, perpetuity basis or to the fullest extent permitted by applicable law, without the need for any permission from or payment to any other party other than the public performance/making available rights in musical compositions and sound recordings, and reproduction rights in musical compositions (solely where such reproduction rights have not been fully cleared by PRODCO and/or where the "buyout" of such reproduction rights are not legally recognized by applicable law, regulations, directive or applicable rules of any Collecting Society which such rules are applicable to all members of such Collecting Society, and where such reproduction rights are controlled exclusively by the applicable Collecting Society;

(iii) all agreements/release forms and/or licenses entered into by or on behalf of PRODCO hereunder in connection with all Music shall include the following provisions:

A. the benefit of such agreements/release forms can be assigned freely;

B. the rights and remedies shall be limited to an action at law for damages and no contributor to or licensor in connection with all Music or any other party shall be entitled to equitable or injunctive relief against DISNEY, its assignees or licensees;

C. Any third parties engaged in connection with all Music and the terms of their engagement shall be subject to DISNEY's prior written approval and they shall be engaged by contracts based on templates drafted by DISNEY or otherwise approved by DISNEY for such purposes; and

D. PRODCO shall cause to be delivered to DISNEY any and all documents as requested by DISNEY to further evidence any of the transfers or assignments provided for herein.

6.8.3 The undertakings contained in this **clause 6.8** shall survive the expiration or sooner termination of this Agreement.

7. DELIVERY REQUIREMENTS.

7.1 PRODCO agrees that the Production will be made and delivered to DISNEY: (1) in accordance with the DISNEY-approved production and delivery schedules; (2) in a manner acceptable to DISNEY in all respects; and (3) in conformance with DISNEY's and/ or its broadcaster/platform affiliate's standards and practices, and technical requirements, receipt of which is hereby



acknowledged by PRODCO. In respect of all deliveries hereunder in accordance with Disney-approved delivery schedule, time is of the essence under this Agreement.

7.2 PRODCO shall comply with all terms and conditions set forth in Producer's Manual, a copy of which has been provided to PRODCO (the receipt of which is hereby acknowledged) and is hereby incorporated herein by this reference.

7.3 Unless otherwise designated in writing, delivery of the completed Production (including without limitation all physical and documentary materials of the delivery requirements) shall be made to the offices designated in the Producer's Manual.

7.4 The Production shall be of first-class telecast quality and delivered in the French language, in a form acceptable to DISNEY in all respects, complete and suitable for telecasting in conformity with DISNEY's usual commercial and technical requirements, as specified herein and in DISNEY's Producer's Manual, and shall comply with DISNEY's Broadcast Standards and Practices and credit policies. PRODCO expressly acknowledges that such delivery requirements shall include, without limitation, the following: (a) fully-cleared Music and all allied rights throughout the universe, in perpetuity or for the maximum legal term permitted under applicable law, in any and all languages, formats and media (inclusive of promotion, advertising and publicity and Internet exhibition), now known and later devised subject only to the rights of the PRS for Music or a society affiliated thereto ("**SACEM**"), if at all relevant; (b) fully cleared chain of title to all rights, title and interest in and to the materials furnished by PRODCO in connection with the Production, for the maximum legal term of protection, including all renewals, revisions, revivals and extensions thereof and thereafter (insofar as is or may become possible) to the fullest extent permitted under applicable law and union regulation in perpetuity, throughout the universe, in any and all languages, formats and media, now known and/or later devised, without limitation; (c) no additional payment obligations of any kind to talent or other parties for uses or re-uses of the Production as applicable, except potentially for blanket ASCAP and BMI music performance license payments and any SACEM fees in connection with the Music and/or as may be otherwise pre-approved in writing by DISNEY in its sole discretion. PRODCO shall have the sole responsibility for compensating talent and other third parties engaged by PRODCO for the Production. PRODCO shall indemnify on demand and hold harmless (and agrees to keep indemnified) DISNEY, its parent, affiliates, subsidiaries, licensees and assigns from and against any and all claims, actions, liabilities, judgments, damages, costs and expenses arising out of or relating to services rendered by persons engaged by PRODCO in connection with the Production (whether relating to non-payment for services rendered or otherwise) and this indemnity shall survive termination of the expiration or early termination of this Agreement. PRODCO acknowledges that DISNEY has not approved, and does not approve, the payment of any royalty or other passive payments or otherwise, deferred or contingent compensation, and/or any guarantee of employment, "pay or play" engagement or any payment(s) based on telecast ratings, number of views

7.5 For the avoidance of doubt, any acceptance of incomplete paperwork (including, without limitation, contributor releases and contracts) shall not be deemed to be a waiver of DISNEY's right to demand and require delivery of correct paperwork.

8. RIGHTS.

8.1 OWNERSHIP. For the purposes of U.S. law and this Agreement, all of the results and proceeds of PRODCO's services hereunder or otherwise for the Production or in connection with the Underlying Work and the Production (in whatever stage of creation or completion) (and the services of any of PRODCO's employees, officers and directors, and the Production personnel) whether rendered heretofore or hereafter, and whether or not any part thereof is actually utilized (collectively the "**Results and Proceeds**"), including without limitation all concepts, formats, themes, plots, characters, literary works, musical works, artistic works, dramatic works, performances, sound recording, formats, ideas, stories, and all other material composed, whether or not submitted, added, created, or interpolated by PRODCO and/or Production personnel hereunder, which may have been or may be rendered in collaboration with others, and any and all rights granted to PRODCO pursuant to releases or other agreements with individuals or entities providing services, including performers, authors of literary, musical, artistic or dramatic works, or granting rights in connection with the Program shall be deemed specifically ordered by DISNEY, and PRODCO hereby acknowledges that all of the Results and Proceeds have been paid for by DISNEY and are the sole property of DISNEY for any and all purposes whatsoever, including, without limitation, all right, title, and interest, including all rights vested in any form of intellectual property, *inter alia*, trademarks, copyrights (and renewals and extensions thereof) and all forms of: all VOD services and programming in any form, including, without limitation, SVOD (Subscription Video On Demand), AVOD (Advertising Video On Demand), TVOD (Transactional Video On Demand) PVOD (Premium Video On demand), NVOD (Near Video On Demand), FVOD (Free Video On demand) PPV (Pay Per View), streaming rights, EST (Electronic Sell-Through), download to rent, streaming video, motion picture, television, electronic, digital and online media, video and computer games, video cassette and video or laser disc, any computer-assisted media (including, but not limited to CD-ROM and similar disc systems, interactive media and multi-media and any other devices), character, format, prequel, sequel, remake, spin-off, making-of (in the commercial and in the non-commercial sector such as hotels, aircrafts, ships, theme and amusement parks, collective health or leisure centers, public places, schools, markets, promotional events and festivals) stage play, sound recordings, merchandising, Ancillary Products and all allied, ancillary and subsidiary rights therein. Without



prejudice to the foregoing, PRODCO hereby irrevocably and unconditionally transfers and assigns to DISNEY free of any charges, encumbrances and rights exercisable by third parties and, without prejudice to the foregoing, with full title guarantee and where the subject matter is copyright, such assignment will be by way of present assignment of present and future copyright, all rights in the Underlying Work and in and to the Results and Proceeds including all exclusive exploitation rights, of every kind and nature in any and all media and by any and all means now known or hereafter devised (including, without limitation to the foregoing, the New Exploitation Methods (as defined below)) (including any and all copyrights and neighbouring rights, to the extent such assignment is allowed by law) and the benefit of all assignments, grants, licences and agreements with third parties entered into by PRODCO in connection with the Underlying Work and the Production and the benefit of all contracts, licences and agreements assigned to the PRODCO and in and to all physical materials of any kind produced in connection with the Underlying Work and the Production and in and to the Underlying Work and the Production and in and to all other allied, subsidiary and ancillary rights in and to the Production throughout the universe, whether vested or contingent for DISNEY to hold the same absolutely for the maximum legal term of protection of the rights whether subsisting or acquired, and all renewals, reversions, revivals and extensions thereof, and thereafter (insofar as is or may become possible) to the fullest extent permitted under applicable law and union regulation in perpetuity, throughout the universe. PRODCO and DISNEY are aware and hereby acknowledge that new rights to the Underlying Work, Results and Proceeds and Production may come into being and/or be recognized in the future, under the law and/or in equity (collectively the “**New Exploitation Rights**”), and PRODCO hereby irrevocably and unconditionally transfers and assigns, grants and conveys to DISNEY free of all charges, encumbrances and rights exercisable by third parties and, without prejudice to the foregoing, with full title guarantee (and where the subject matter is copyright, such assignment will be by way of present assignment of present and future copyright) any and all such New Exploitation Rights to the Underlying Work, Production and Results and Proceeds throughout the universe, whether vested or contingent and all rights to exploit the same in any and all media and by any and all means now known or hereafter devised (including without limitation to the foregoing, the New Exploitation Methods) for DISNEY to hold the same absolutely for the maximum legal term of protection of the New Exploitation Rights whether subsisting or acquired, including all renewals, reversions, revivals and extensions thereof, and thereafter (insofar as is or may become possible) to the fullest extent permitted under applicable law and union regulation in perpetuity. PRODCO and DISNEY are aware and do hereby acknowledge that new (or changed): (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission, and (6) methods of distribution, dissemination, exhibition or performance (collectively the “**New Exploitation Methods**”) are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Underlying Work, Production and Results and Proceeds. PRODCO further hereby agrees that PRODCO will not seek: (i) to challenge, through the courts, administrative governmental bodies, private organizations, or in any other manner the rights of DISNEY to exploit the Underlying Work, Production and Results and Proceeds by any means whatsoever; or (ii) to thwart, hinder or subvert the intent of the preceding grants and conveyances to DISNEY and/or the collection by DISNEY of any proceeds relating to the rights conveyed hereunder. Without prejudice to the assignment described above, upon creation of any materials created for or in connection with the Underlying Work and/or Production hereunder, ownership in said materials shall immediately and automatically vest with DISNEY. PRODCO acknowledges that it has no legal or beneficial interest in the materials the subject of this clause. DISNEY hereby permits PRODCO to retain physical possession of the materials the subject of this clause until such time as DISNEY shall demand possession of such materials from PRODCO’s premises or control and DISNEY shall be entitled to make such demand at any time and in its sole discretion and be entitled to enter PRODCO’s premises in order to exercise such rights of possession. PRODCO shall not cause to be removed or remove any such materials from DISNEY’s premises without the prior written consent of DISNEY. PRODCO hereby grants to DISNEY a licence to enter its premises, on giving reasonable prior written notice to PRODCO, in order to exercise its rights under this clause and under **clauses 10.2 and 10.3** below.

8.2 For the avoidance of doubt, the rights assigned under this **clause 8**, include without limitation:

8.2.1 The right to freely adapt, use, dramatize, arrange, change, vary, modify, alter, colourise, transform, transpose and make musical or non-musical versions of the Underlying Work, the Production and/or the Results and Proceeds and any parts thereof including, without limitation, the characters; to add to, interpolate in and subtract or omit from the Underlying Work, the Production and/or the Results and Proceeds, plot, subplots, themes, situations, action, titles, language, speech, songs, music, lyrics, dancing, choreography, sound, sound effects, scenes, dialogue, incidents, characters and characterizations thereof; to translate any of the foregoing into all languages; to include in audiovisual works and other items provided for in this **clause 8** such plot, subplots, themes, situations, action, titles, language, speech, songs, music, lyrics, dancing, choreography, sound, sound effects, scenes, dialogue, incidents and characters, characterizations and other material (whether or not based upon, or taken from, the Underlying Work, the Production and/or the Results and Proceeds) as DISNEY, in its discretion, may deem advisable, it being the intention hereof that DISNEY shall have the exclusive, absolute and unlimited right to use the Underlying Work, the Production, the Results and Proceeds and the Programme, and each and every part thereof, for audiovisual purposes (and all other purposes granted hereunder) in any manner it may deem advisable, all without in any way being accountable or liable to PRODCO or Creators (as defined in **Schedule 1**) for any use that DISNEY may make thereof.



8.2.2 All rights of every kind, nature and character whatsoever 'derived' from any and/or all of the Underlying Work, Production and/or Results and Proceeds, regardless of form, medium or manner and whether now or hereafter known, including without limitation all: remake, sequel, prequel and other spin-off rights (including all Motion Pictures); format rights; character rights, commercial tie-up rights; stage dramatic and stage musical rights; interactive games and other software rights; publishing rights, and theme park rights; in each case based upon or adapted from all or any part of the Underlying Work, Production and/or Results and Proceeds or any element thereof or any underlying material thereto (including without limitation the Underlying Material as more particularly described in **Schedule 1**).

8.3 To the fullest extent permitted under applicable law, PRODCO hereby unconditionally waives the benefits of any provision of law known as moral rights or "*droit moral*", or any similar laws in any part of the universe, and PRODCO hereby agrees as a fundamental condition of this Agreement not to institute, support, maintain or authorize any action or lawsuit on the ground that any audiovisual work or sound records, or other items produced hereunder in any way constitute an infringement of any such rights or a defamation or mutilation of any part thereof, or contain unauthorized variations, alterations, modifications, changes or translations or that the Underlying Work, Results and Proceeds and/or Production have/has been subject to derogatory treatment. PRODCO shall not have any right, title or interest whatsoever in or to any plot, subplot, story, character, music, lyrics, dialogue, screenplay or other material of any kind created by or for DISNEY in the exercise of PRODCO's rights hereunder, or in any audiovisual work produced hereunder or any material created by DISNEY in connection therewith.

8.4 Notwithstanding the covenants for title given in **clause 8.1** above, PRODCO hereby covenants and undertakes to DISNEY to execute at any time, upon DISNEY's request, such assignments, documents or other instruments and do all things as DISNEY may desire to evidence and/or confirm DISNEY's ownership of any and all of the Underlying Work, Production and/or Results and Proceeds and the other rights expressed to be granted to DISNEY under the terms of this Agreement; provided, that PRODCO's failure or refusal to do so shall not affect or limit any of DISNEY's rights in the Results and Proceeds or Production or other rights expressed to be granted to DISNEY under the terms of this Agreement. PRODCO hereby irrevocably appoints DISNEY, which power is coupled with an interest, as PRODCO's attorney-in-fact to execute any such document and do all things in PRODCO's name and on PRODCO's behalf and to institute and prosecute such proceedings as DISNEY may deem expedient to secure, protect, or enforce the rights of DISNEY hereunder and such appointment shall take effect as an irrevocable appointment pursuant to Section 4 of the Powers of Attorneys Act 1971. DISNEY may sue in its own name and/or may use the name of PRODCO or may join PRODCO as party plaintiff or defendant in any such suit or proceeding. PRODCO hereby undertakes and warrants that it will confirm and ratify all of the actions of DISNEY pursuant to this **clause 8.4**.

8.5 At no time may PRODCO exhibit any elements of the Production without the prior written approval of DISNEY, and in any event PRODCO may not at anytime exhibit any elements of the Production to a viewing audience, which could later be determined to be a public exhibition thereof, without the prior written approval of DISNEY.

8.6 To the fullest extent permitted under applicable law, PRODCO hereby expressly waives in perpetuity in favour of DISNEY the benefit of any provision of law known as "moral right(s)" or "*droit moral*" or any similar law in any country in the universe in the Production and undertakes not to commence or support an action for alleged infringement of such rights.

9. ON-SCREEN CREDITS.

9.1 All credits are subject to DISNEY's pre-approval and then-current credit policies, and any applicable guild/union restrictions. Other than as set forth below, all other characteristics and aspects of PRODCO credits shall be at DISNEY'S sole discretion:

(a) PRODCO Credits: provided PRODCO is not in breach or default of any of its obligations, PRODCO will receive:

- i. Logo credit on a separate card in the opening or end titles (at DISNEY's discretion), provided that there are no more than three (3) logo credits in such end titles; if more than three (3) logo credits are granted (all such credits subject to DISNEY's approval), then PRODCO shall receive logo credit on a shared card in the end titles.
- ii. One (1) EP card, provided the specific names to be listed on such card are subject to DISNEY approval. Hugo Ségnac and Nicolas Dumont are pre-approved.



iii. A production company credit in the opening or end credit (at DISNEY's discretion). Moreover, director, producers, scriptwriter(s), the main actors, the composer of the original music of the Programme will be credited in the opening or end credits (at DISNEY's discretion), on single cards (if any).

(b) DISNEY Credits: DISNEY may include one or more of the following credits at its election (where the same credits may be used substituting "Star" or any other Disney branding for Disney+ in DISNEY's discretion):

i. Disney+ Original bumper in front (i.e., before any main or opening credits and before picture) and end credits (last position), each to be added by Disney+ dynamically after final delivery of the Programme to DISNEY.

ii. A Disney+ Original Programme credit (or a credit similar thereto) on a separate card in the main or opening titles at DISNEY's sole discretion.

iii. A Disney text or logo credit above title on screen and in all marketing and publicity materials, including key art and trailers.

iv. A "Disney presents," "Disney+ presents," "Disney Presentation," "Disney+ Presentation," "A Disney Film/Series" (as applicable) or "A Disney+ Film/Series" (as applicable) on screen in the opening or main credits.

9.2 Without prejudice to the above provision, all characteristics and aspects of PRODCO and personnel (including Key Personnel) credit(s) shall be at DISNEY's sole discretion (including without limitation the size, placement, style etc.) and shall be subject to (i) PRODCO and personnel (including Key Personnel) actually rendering and completing all required services on the Programme where they fully render all services, (ii) any applicable network, broadcaster, financier, DISNEY and/or regulatory requirements (if any), and (iii) to PRODCO not being in breach or default hereunder, or the personnel (including Key Personnel) not being in breach of their respective obligations for the provision of their individual services.

9.3 PRODCO acknowledges that DISNEY's failure to accord credit in accordance with the provision of this **clause 9** shall not be deemed to be a breach of this Agreement provided, however, upon PRODCO's written notice, DISNEY shall cure on a prospective basis (with respect to the Programme or part thereof not yet prepared or prints or ads not then printed) any material defect in PRODCO's credit in the Programme or parts thereof issued or controlled by DISNEY. DISNEY shall use reasonable efforts to notify its sub-distributors of the credit obligations set forth herein but DISNEY shall not be responsible or liable for the failure of such sub-distributor to comply with the same.

10. **TERMINATION.**

10.1 DISNEY's Termination right. If PRODCO:

- (i) wilfully fails, refuses or neglects to comply or is otherwise unable to comply with any of the material terms or conditions of this Agreement and, if remediable, fails to cure the same within nine (9) days after notice from DISNEY to PRODCO; and/or
- (ii) commits a material breach of any of the terms and conditions of this Agreement and where such breach is capable of cure and remains uncured for nine (9) days after notice from DISNEY to PRODCO; and/or
- (iii) any representation and/or warranty made hereunder by PRODCO is untrue or inaccurate when made or becomes untrue or inaccurate; and/or
- (iv) PRODCO suspends or ceases to carry on (or threatens to so suspend or cease) business or becomes unable to pay its debts as they fall due; and/or
- (v) a supervisor, liquidator, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within) nine (9) days upon the whole or any substantial part of the assets of PRODCO; and/or
- (vi) a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administration order, the winding-up, bankruptcy, or dissolution of PRODCO; and/or
- (vii) PRODCO becomes subject to a change of control; "**change of control**" means the sale of all or substantially all



the assets of PRODCO; any merger, consolidation or acquisition of PRODCO with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of PRODCO in one or more related transactions; and/or

- (viii) if it shall enter into any composition or arrangement with its creditors or if it shall cease to carry on business; and/or
- (ix) any event analogous to any of points 10.1(iv)-10.1(viii) above occurs in any jurisdiction within the world;

DISNEY shall have the right to terminate this Agreement forthwith or at any time by notice in writing to PRODCO and such termination shall be effective from the date of such notice (or in respect of **clause 10.1 (i), (ii) and (v)** only the expiration of the cure period).

10.2 Protection Against Attachment. In the event that any distress or execution is levied on or affects any of the PRODCO's property or assets and such property and assets are not released within ten (10) days after the date of such distress or execution, then, without limiting any of DISNEY's rights or PRODCO's obligations under this Agreement or otherwise, DISNEY may enter PRODCO's premises and remove any and all materials relating to this Agreement, including without limitation, all or any of the Underlying Work, Results and Proceeds or any other Underlying and Constituent Elements (as defined in **clause 11** below) relating to the Underlying Work and/or the Production.

10.3 Effect of Termination. In the event this Agreement is terminated, PRODCO shall immediately return to DISNEY or to its designated representative all Underlying Work and Results and Proceeds and any Underlying and Constituent Elements (as defined in **clause 11** below) relating to the Production. Immediately upon such termination, DISNEY shall be entitled to enter PRODCO's premises for the purpose of recovering the Underlying Work, Results and Proceeds, any Underlying and Constituent Elements, and all such other materials from PRODCO and PRODCO shall cause all work in progress to cease and take all steps to mitigate PRODCO's costs and expenses and deliver to DISNEY all Results and Proceeds related to the Production as well as such other property of DISNEY as may have been provided to PRODCO. Upon such termination: (i) DISNEY shall not be liable to PRODCO for any compensation or other payments under this Agreement other than **(a)** the amount of the payments which have theretofore actually been paid to PRODCO or remain due and owing to PRODCO at the date of such termination (including all portion(s) of PRODCO Fee paid to PRODCO or remaining due and owing to PRODCO) and **(b)** PRODCO's actual and budgeted expenses (which in no event shall exceed the applicable amounts set forth in the applicable budget) necessarily incurred in producing the Production to the date of such termination including all expenses not covered by DISNEY's instalments at the date of such termination) and in case of over payment by DISNEY, then PRODCO agrees to promptly return said difference to DISNEY together with an accounting of PRODCO's said expenses and (ii) DISNEY shall be released and discharged from all further obligations to PRODCO under this Agreement, without prejudice to any rights and remedies which DISNEY may have against PRODCO at law or in equity and (ii) DISNEY may elect to take over the Production pursuant to **clause 33** below and (iii) all rights granted to DISNEY shall remain vested in DISNEY absolutely and shall be irrevocable under any and all circumstances. Nothing contained herein shall preclude DISNEY from exercising all other rights it may have whether legal or equitable.

10.4 No Waiver. The exercise of or failure to exercise any or all of the foregoing remedies by DISNEY shall not operate as a waiver on the part of DISNEY of its right to exercise any other remedies available to DISNEY under this Agreement, at law or equity, and all of the foregoing remedies shall be deemed cumulative.

11 RETURN OF RESULTS AND PROCEEDS & ANY OTHER MATERIALS RELATING TO THIS AGREEMENT.

11.1 Upon DISNEY's request or upon completion of all work included in this Agreement, whichever is sooner, PRODCO agrees to immediately cease using the Underlying Work, the Results and Proceeds and any and all materials and elements related to the Production, and at DISNEY's cost to immediately return to DISNEY at a UK or U.S. address to be informed to PRODCO by DISNEY, all drawings, cells, artwork and all other physical embodiments of such Underlying Work and/or Results and Proceeds and their underlying and constituent elements, including but not limited to artwork created by or for PRODCO for the purpose of rendering PRODCO's services hereunder, including development art, prop designs and character designs, copies, reproductions, translations (if any), exposure sheets, background materials and all other materials produced in connection with the Production and all physical and written records and other media containing such elements and materials, including all digital materials and elements including, but not limited to, project files, animation files, models of characters, environments, props and effects, texture maps, materials and lights used for shading models, compositing networks, files and elements used in the compositing of those networks, all software used in



the execution of each scene including plug-ins, and scripts, and any other data necessary for DISNEY to render the frames (hereinafter, collectively, the "**Underlying and Constituent Elements**") and to dispose of and/or store all such materials as DISNEY instructs. In the event that DISNEY fails to provide PRODCO with applicable instructions within a reasonable time, PRODCO agrees to give DISNEY written notice at least sixty (60) days prior to destroying or otherwise disposing of any of the Results and Proceeds or Underlying and Constituent Elements, and agrees to follow DISNEY's instructions with regard to the return of such Underlying Work, Results and Proceeds and Underlying and Constituent Elements if DISNEY gives such instruction prior to the expiration of such sixty (60) day period.

12 COST REPORTS/AUDIT.

12.1 DISNEY shall provide PRODCO with a current version of the **Producer's Manual** and PRODCO hereby agrees to comply with its requirements including, without limitation, the section entitled "Production Cost Accounting Manual". PRODCO agrees to comply with the provisions of the aforementioned section on "Production Cost Accounting" (or whatever updated version thereof that may be provided to PRODCO from time to time) and to provide DISNEY with complete and legible copies of all production cost reports promptly following the creation of each such report but, in no event, less frequently than every fourteen (14) days from commencement of services through delivery of each Production to DISNEY hereunder. Each cost report shall be generated through the use of an approved production accounting software program from among those specified in the Producer's Manual or as otherwise approved by DISNEY (e.g., the new Internet versions of Vista and PSL), with each such cost report to include information on a line-by-line basis with respect to the budget, then-current costs, and projected cost of completion, including overages and underages. The final production cost report for the Production shall be delivered no later than thirty (30) days from the date of delivery to DISNEY of the last portion of the Production produced per DISNEY's request. PRODCO shall specifically disclose in its production cost reports all transactions relating to the Production with a related person or entity, including any employee, equity owner, director or shareholder of PRODCO, and including transactions in which PRODCO charges or allocates to itself or a related person or entity fees or charges for any goods, services or facilities. All such transactions shall be on fair market terms and at arms' length, and PRODCO shall obtain DISNEY's written approval for each such transaction. In addition, PRODCO shall create and maintain complete and accurate book of accounts and records (and retain all vouchers, receipts and invoices) in respect of any expenditure during any development and/or production phase. DISNEY shall be entitled to its customary audit rights following reasonable advance written notice to PRODCO and, to facilitate such audit process, PRODCO shall make available for review and copying all relevant books and records (including any materials stored on computers) i.e. digital) in connection with the Production. In addition, **on a non precedential non citable basis**, DISNEY may withhold up to 5% (five percent) of the final DISNEY-approved PRODCO Fee, pending final delivery of and DISNEY's acceptance of all deliverables and services, DISNEY's completion of any audit of the final production costs of the Program, receipt of the final cost report for the Program and if applicable, PRODCO successfully applying for and receiving official confirmation of its entitlement to the applicable DISNEY preapproved Production Incentive(s), **but on a non precedential non citable basis**, no later than five (5) months from the delivery of the final cost report. DISNEY reserves the right to holdback five percent (5%) of any Bonus pending full receipt by DISNEY of all Production Incentive(s) into its nominated account...

12.2 DISNEY shall be entitled to withhold payments if PRODCO shall fail to produce any report in accordance with the above clause until such report is produced.

13 EQUIPMENT.

13.1 Except as may be otherwise expressly provided herein, PRODCO shall furnish all film, equipment and facilities to be used by PRODCO in the performance of this Agreement.

14 ASSIGNMENT.

14.1 DISNEY may, in whole or in part, assign or sub-licence its rights and/or delegate its obligations hereunder. This Agreement and the rights granted hereunder are and shall be non-assignable by PRODCO or by operation of law, and PRODCO shall not assign, transfer, charge or otherwise encumber the same. Any attempt by PRODCO to assign, transfer, charge or otherwise encumber this Agreement or any of PRODCO's rights hereunder shall constitute a material breach hereof.

15 SECURITY.

15.1 PRODCO represents and warrants that PRODCO and its subcontractors will employ reasonable security systems and



procedures to prevent theft, printing, unauthorized use or exhibition, copying or duplication of any part of the Production, the Results and Proceeds or Underlying and Constituent Elements throughout the term of this Agreement and/or while such elements and materials are in PRODCO's possession, custody or control. PRODCO agrees to provide DISNEY with a written description of its security procedures and to demonstrate to DISNEY such procedures if requested to do so by DISNEY. Upon Disney's request, PRODCO also agrees to supply DISNEY with a copy of the agreement it uses with its subcontractors for DISNEY's approval of the security measures therein. DISNEY shall have the right to approve all security procedures employed by PRODCO and/or its subcontractors.

15.2 PRODCO shall perform full weekly backups and daily incremental backups of all server data of all Productions and databases.

16 **WAIVER.**

16.1 No waiver by either party, whether express or implied, of any provision of this Agreement shall constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. No waiver by either party, whether express or implied, of any breach or default by the other party shall constitute a waiver of any other breach or default of the same or any other provision of this Agreement.

17 **RELATIONSHIP AND PRODUCTION INCENTIVES.**

17.1 PRODCO's status with reference to DISNEY shall be that of an independent contractor. DISNEY shall not be responsible to PRODCO or anyone engaged by PRODCO for any screen credit or for any money or materials whatsoever, except as specifically set forth herein. DISNEY shall not be held responsible or liable to PRODCO or to any third person for any expense incurred by PRODCO unless specifically set forth herein. DISNEY shall not be held responsible or liable to PRODCO or to any third person for any act or omission on PRODCO's part or on the part of any of PRODCO's employees, officers or agents except as specifically set forth herein.

17.2 Nothing herein contained shall be so construed as to constitute PRODCO and DISNEY as joint ventures or partners, nor shall any similar relationship be deemed to exist between DISNEY and PRODCO.

17.3 PRODCO undertakes to produce the Production in a manner that will be most advantageous to obtaining or potentially obtaining in the Production Territory as defined in **Schedule 1** any monies, rebates, tax credits, subsidies, incentives or other sums paid, reimbursed or otherwise provided by any entity, including but not limited to local, regional, provincial, state or federal governmental entity ("**Production Incentive(s)**"), at any time, which will inure solely to the benefit of DISNEY. PRODCO hereby undertakes to do in a timely manner all such things as may be required for the purposes of obtaining any such funds in the Production Territory as DISNEY shall in its complete discretion request and shall do nothing or omit to do anything that would prevent DISNEY and /or PRODCO being able to qualify, apply for and receive such funds. PRODCO shall fully disclose all documentation relating to such rebates, tax credits, subsidies, incentives and other sums.

17.4 If applicable, DISNEY shall be solely entitled to any tax credits, deductions, or other financial benefits as a result of accessing any production incentives or programmes that may be available from any French or foreign governmental and/or taxing authorities with respect to each Production and all monies payable under this Agreement by DISNEY. In order to complete delivery, PRODCO will provide such information and execute such statements as are necessary for DISNEY to receive any of the foregoing incentives.

18 **PUBLICITY.**

18.1 No stills or written material pertaining to the Production shall be made available by PRODCO to third parties without DISNEY's prior written authorization, and PRODCO shall so advise all persons under PRODCO's control who are connected with the Production.

18.2 PRODCO shall itself and shall ensure that the crew and contributors to the Programme in no event cause or authorize the issuance, circulation, publication or dissemination, by any means, of any publicity, news stories, articles or mention in



PRODCO's website relating, directly or indirectly, to PRODCO's engagement herein, or to the Programme, Productions or their titles, or in connection therewith to DISNEY or any of its affiliates, or PRODCO's relationship with DISNEY and its affiliates, or DISNEY's production methods, or regarding any broadcaster or sponsor (or product or service of any sponsor) of the Programme), unless pre-approved in writing by DISNEY (including approval regarding the manner and form of any such publicity, news stories and articles), and PRODCO's compliance herewith shall be a material condition of this Agreement.

18.3 DISNEY shall control all press releases, mention in the media and other public announcements including submission to festivals regarding the Programme. DISNEY agrees to consult with PRODCO in respect of the initial press release (it being acknowledged that DISNEY's decision shall be controlling). PRODCO shall not have any right to use the name "Disney/ABC Cable Networks Group", "The Walt Disney Company", "DISNEY", "Disney", "Disney Channel", "Disney+", "Disney Junior", "Disney XD", "Disney Life", "Star", "Star+", "Freeform" (either alone or in conjunction with or as a part of any other word or name), or any fanciful characters or designs or trademarks, trade names, or service names of DISNEY, The Walt Disney Company or any of their respective affiliated or subsidiary companies.

18.4 DISNEY reserves the right to introduce virtual product placement in the Programme as delivered to DISNEY and any revenues arising from the introduction of such virtual product placement in the Programme by DISNEY shall be retained by DISNEY and for the avoidance of doubt shall not form part of any revenue participation set out in this Agreement (if any).

18.5 Use of Name, Voice, Likeness and Biography: in its contracts with Key Personnel, PRODCO shall procure that each Key Personnel shall (unless otherwise approved by DISNEY in writing):

- (i) consent to the use of their name, voice, likeness (actual or simulated, in character (if applicable), in or from any promotional and/or marketing material (it being agreed that the parties will discuss in good faith the production and delivery of marketing materials as customary for high end productions), and/or as otherwise related to the services hereunder, and biography for no additional compensation in any and all media now known or hereafter developed, throughout the universe and in perpetuity, in connection with:
 - a. the exploitation of each Production or elements thereof;
 - b. the advertising, promotion, and marketing of each Production or elements thereof, any other series of which a Production may be a part, or elements thereof, and the distributor or elements thereof, including, without limitation, in commercial tie-ins or promotional tie-ins;
 - c. the "institutional" advertising of DISNEY, the distributor, its affiliated companies, and its licensees;
 - d. the advertising of products or services of DISNEY's and/or distributor's commercial sponsors (including, without limitation, commercial tie-ins, product placement, and point-of-purchase campaigns), provided that such advertising occurs in conjunction with the publicity, promotion, production or distribution of a Production or elements thereof and does not constitute a Key Personnel's direct endorsement of such product or service; and
 - e. the merchandising, publishing, and any other ancillary or commercial exploitations of any kind (including but not limited to theme park attractions and/or advertising, promotion, or marketing of theme parks or attractions, home video (including but not limited to computer, internet, CD ROM, DVD, BD-ROM, Blu-ray, EST, and other high definition formats), music publishing, soundtracks, sound recordings and jacket covers (whether or not a Key Personnel's performance is contained therein), literary publishing, games and interactive exploitation (including but not limited to AR, VR, and interactive games), wireless applications, and other "new media" exploitation and e-commerce) all as in connection with the Programme.

Disney will discuss with PRODCO in the event of refusal of any of the aforementioned requirements by any Key Personnel representative in view of finding a solution.

19 REPRESENTATIONS AND WARRANTIES.

19.1 PRODCO warrants and represents in favour of DISNEY (and all such warranties and representations shall be deemed to be repeated on delivery of the Programme or parts thereof to DISNEY) that: (a) PRODCO has the power, right and capacity to enter into this Agreement, PRODCO exclusively owns all rights created during the performance of this Agreement, and PRODCO has the



power, rights and capacity to exclusively grant and assign all rights herein granted and assigned, and to perform all of PRODCO's obligations hereunder and it has taken all necessary steps to authorize the execution of this Agreement and when executed by it this Agreement will constitute legally binding obligations on its part; (b) Creators are the sole authors and creators of the Underlying Material and PRODCO is the exclusive owner of all rights in and to the Underlying Material (including without limitation the rights, as set forth in **clause 8** above) herein granted and has full power and authority to grant said rights to DISNEY; (c) no film, television programme and/or photoplay based in whole or in part upon the Underlying Material has been produced or authorized by or with the knowledge or consent of PRODCO or Creators; (d) neither the Underlying Material nor any version thereof nor any play or dramatic adaptation based thereon in whole or in part, has been published or presented or authorized on television, stage or on the spoken stage by or with the knowledge or consent of Creators or PRODCO; (e) the Underlying Material is not in the public domain, and enjoys, and will enjoy, either statutory or (to the extent that it may exist) common law protection in the United States, England and all countries adhering to the Berne and Universal Copyright Conventions; and that the rights granted to DISNEY hereunder are and will be exclusive; (f) Creators were each throughout the writing and/or creation of the Underlying Work a "qualifying person" within the meaning of the Copyright, Designs and Patents Act 1988; (g) DISNEY's exercise of its rights hereunder with respect to material furnished by PRODCO will not violate the rights of any third party; (h) the Underlying Work and Results and Proceeds are wholly original and shall not contain any description of, or reference to, any person, thing or incident which, if published in any manner or form, would confer upon any person or entity a right of action or claim for damages against DISNEY and, to the best of PRODCO's knowledge and belief using professional diligence, may be validly copyrighted or otherwise registered or protected in all countries which provide for copyright or similar protection; (i) PRODCO or Creator(s) has/have not done or omitted to do and will not do or omit to do any act or thing by license, grant, or otherwise, which will or may impair or encumber any of the rights herein granted or interfere with the full enjoyment of said rights and PRODCO acknowledges and agrees that the sums payable to PRODCO hereunder include without limitation full, equitable and adequate consideration for the grant and exercise of all rights including without limitation rental and/or lending rights in the Underlying Work and the Programme; (j) the entry into by PRODCO of this Agreement does not conflict with any law or regulation applicable to PRODCO; (k) PRODCO has the experience and skill to perform the services required to be performed by PRODCO hereunder and PRODCO will perform said services in accordance with generally accepted professional standards and the terms of this Agreement and in an expeditious and economical manner consistent with sound professional practices; (l) all the Underlying Work shall be original except insofar as it may be in the public domain throughout the universe; (m) PRODCO has not heretofore granted, assigned, mortgaged, pledged, charged or encumbered any right, title or interest which PRODCO has in and to the Underlying Work, Results and Proceeds or the Production or the other rights expressed to be assigned or granted herein; PRODCO further warrants and represents that PRODCO will not do so at any time; (n) PRODCO has not heretofore produced or authorized the production of any project based in whole or in part on the Underlying Work and/or Results and Proceeds; (o) there is no other contract or assignment affecting the Underlying Work, Results and Proceeds or the Production or any other rights expressed to be assigned or granted herein which could interfere with DISNEY's rights hereunder; PRODCO further warrants and represents that PRODCO has obtained the entire copyright and all other right, title and interest of whatever nature in the Underlying Work and has obtained for DISNEY or granted to DISNEY all necessary consents and waivers including, where legally permissible and to the fullest extent permitted under applicable law, waivers of moral rights to permit the Underlying Work (and all ancillary and subsidiary rights thereto) to be produced and exploited in any and all languages, in all and any media and by any and all means whether now known or hereafter invented, throughout the universe, for the maximum legal term of protection under applicable law and union regulation, including all renewals, revisions, revivals and extensions thereof, and thereafter insofar as is or may become possible) to the fullest extent permitted under applicable law and union regulation in perpetuity and for the purpose of moral rights, PRODCO shall inform DISNEY in writing of any third party's copyrighted work, idea, material included in the Underlying Work and indicate in writing the name of any such third party; (p) the Underlying Work the Results and Proceeds and the Production shall be delivered free and clear of all liens, encumbrances and obligations; (q) PRODCO shall abide by all laws and regulations in rendering its services and making the Production hereunder, including, but not limited to applicable labour and safety laws and the Producer's Manual and The Code of Conduct attached hereto as Exhibit 1 and incorporated herein by this reference; (r) PRODCO is adequately financed to meet any financial obligation it may be required to incur hereunder; (s) it is duly incorporated as a limited liability company and validly existing under the laws of France; (t) it will be an author of the Production and a "qualifying person" for the purposes of the Act; (u) nothing in the Underlying Work or the Production will violate any personal, private, civil or property rights, copyright or trademark right or rights of privacy or "moral" rights of authors or violate any other rights whatsoever of any person, firm, corporation or association whatsoever or to the best of PRODCO's knowledge and belief having made all due and diligent enquiries constitute libel, defamation or slander against the same; (v) there are no claims or litigation pending or threatened which will or may adversely affect the Underlying Work, Results and Proceeds or the Production or the other rights expressed to be assigned or granted herein; (w) prior to delivery of the Underlying Work and the Production to DISNEY, PRODCO shall pay in full all persons whose services or equipment are used in connection with the Underlying Work and/or Production (as applicable), and all of said services shall be rendered by such persons in the scope of their employment as PRODCO's employees for hire and that PRODCO's payments shall be full and complete compensation for all such services and equipment, further, no royalty, residual or any other payments shall become payable by DISNEY to or on behalf of any such person as a result of any use in any manner, medium, time, or location including,



advertising, promotion, sale or distribution thereof and subject to prior information and approval of Disney in case of restrictions; (x) it is a material obligation of this Agreement that PRODCO will produce the Production in such manner that enables the Production to qualify as a "European Work" within the meaning of the "Audio Visual Media Services Directive" (2010/13/EU) of March 10, 2010 and any subsequent related legislation and as an "*oeuvre audiovisuelle d'Expression Originale Française*" (OEF) as defined in French *décret* 90-66 of January 17, 1990 and comply with French *décret* 2021-793 and all other applicable legislations and regulations regarding European and French programming quotas and investment obligations; and (y) that PRODCO will comply with all applicable laws, including federal, state and local laws, that are in effect at the time services are performed, including all professional registration requirements; and (z) PRODCO will not do anything to defame or bring DISNEY in disrepute. No approval granted by DISNEY including without limitation, any clearance of title, shall be deemed a waiver of any of PRODCO's warranties or representations or construed so as to confer any rights on any third party. PRODCO also warrants and represents that it shall obtain health insurance for principal members of the cast, the director, producer or key crew members and/or any visas, labour permits or other governmental licences for any such persons.

19.2 PRODCO agrees to conduct all of its activities relating to this Agreement, and represents and warrants that all such activities shall be conducted, in accordance with any and all applicable Laws. "**Laws**" means applicable laws, rules and regulations, including without limitation, local and national laws, rules and regulations, treaties, voluntary industry standards (if any), and other legal obligations pertaining to this Agreement and/or to any of PRODCO's activities under this Agreement, including without limitation, those applicable to any tax, consumer and/or product safety, data privacy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment, the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent), and the UK Bribery Act 2010.

19.3 PRODCO shall not do anything that would affect the assignment or grant of rights hereunder or cause the warranties, representations or obligations hereunder to be or become untrue or incapable of being fulfilled.

19.4 The foregoing representations, warranties and undertakings are made by PRODCO to induce DISNEY to enter into this Agreement and PRODCO hereby acknowledges and concedes that DISNEY has executed this Agreement in reliance thereon. All representations, warranties and undertakings made by PRODCO shall continue in full force and effect after the expiration or any termination of this Agreement whether by operation of law or otherwise.

20 LICENSES AND PERMITS.

20.1 PRODCO is responsible for obtaining all necessary licenses and permits and for complying with all laws, codes and regulations in connection with the provision of services hereunder and PRODCO will, when requested, provide DISNEY with adequate evidence of compliance with this provision. PRODCO acknowledges that DISNEY is not providing or shipping to PRODCO any third-party software. PRODCO further acknowledges that any software which is provided to it by DISNEY may require PRODCO to obtain additional third-party licenses to use the software.

21 INDEMNITIES.

21.1 PRODCO specifically undertakes and agrees to defend, indemnify on demand (and agrees to keep indemnified) and hold harmless DISNEY, its parent, subsidiaries, subsidiaries of its parent and/or affiliated companies and the directors, officers, agents, employees and representatives of the foregoing against any and all claims and causes of action for: (a) a violation of the rights of others arising out of the Production or any use of the Production hereunder; (b) any breach or alleged breach by PRODCO of any of its representations, warranties or agreements hereunder; (c) damage to property; or (d) personal injuries to or death of any person or persons, occurring in connection with or resulting, directly or indirectly, from PRODCO's performance of the obligations of this Agreement, and against all losses, costs, expenses including DISNEY's reasonable attorneys' fees, damages, judgments and/or liabilities resulting from any such claims, causes of action, damages, injuries or deaths. PRODCO shall not raise as a defence to PRODCO's obligation to indemnify under this clause any intervening acts of third parties and contributory negligence (collectively "**Contributory Negligence**") by any of PRODCO's subcontractors or anyone directly or indirectly employed by PRODCO or PRODCO's subcontractors or anyone for whose acts PRODCO may be liable. No such Contributory Negligence shall relieve PRODCO from PRODCO's liability to so indemnify DISNEY, nor entitle PRODCO to any indemnity or contribution, either directly or indirectly, by those indemnified hereunder. The indemnification obligation under this clause shall not be limited in any way by any limit on the amount



or type of damage, compensation or benefits payable by or for PRODCO or any subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

21.2 The provisions of this clause **21** shall survive the expiration or early termination of this Agreement.

22 NO OBLIGATIONS.

22.1 It is understood and agreed that DISNEY shall have no obligation to produce, complete, release, distribute, advertise or exploit the Underlying Work, Results and Proceeds and/or the Production, and PRODCO releases DISNEY from any liability for any loss or damage PRODCO may suffer by reason of DISNEY's failure to produce, complete, release, distribute, advertise or exploit the Underlying Work, Results and Proceeds and/or the Production.

23 LIABILITY FOR SUBCONTRACTORS.

23.1 Except as may be required by law, PRODCO shall not during or after the term, of this Agreement reveal to any person or entity, other than PRODCO's legal or financial representatives on a need-to-know basis acting in their professional capacities, any provision of this Agreement or any trade secrets, secret or confidential information, confidential technical information or any information relating to the Production, the Underlying Work, the Results and Proceeds or the Underlying and Constituent Elements or any other information known to PRODCO as a result of entering into this Agreement.

23.2 PRODCO shall keep with complete secrecy all such information and shall not use or attempt to use any such information for its own purposes or for the purposes of any person or entity other than DISNEY or in any manner which may injure or cause loss either directly or indirectly to DISNEY. PRODCO shall be liable for any and all damage caused directly or indirectly from the disclosure of any such information by the PRODCO, its subcontractors, and the PRODCO's and/or subcontractor's respective employees, agents or representatives.

24 OTHER RIGHTS NOT AFFECTED.

24.1 Despite this Agreement, DISNEY may exercise at any time any legal right derived prior or subsequent hereto from the public domain or from any source independent of this Agreement to any creative elements, ideas, methods, characters, characterizations, locales, formulas, incidents and formats or any treatments of any of the foregoing, all without any obligation to PRODCO.

25 INSURANCE AND HEALTH AND SAFETY

25.1.1 PRODCO and anyone employed by PRODCO and/or performing services under a contract, either oral or written, in connection with this Agreement, shall maintain the insurance coverage specified in the Producer's Manual. The costs of such insurance shall be specified in the applicable budget and pre-approved by DISNEY in writing.

25.1.2 In providing equipment and systems of work for the production of the Programme, PRODCO acknowledges its responsibility for health and safety in the working environment in accordance with current legislation (including without limitation any other relevant television and film industry guidelines, instructions and/or recommendations including without limitation those in the Production Territory (or any other location approved by Disney) and the applicable government guidance, instructions and/or recommendations). The PRODCO shall appoint a properly trained person to be responsible for health and safety issues on production of the Programme and shall notify DISNEY of the name of such person prior to commencement of pre-production (it being acknowledged by PRODCO that a specific person may be required in respect of any issues related to influenza and/or any pandemic (including without limitation COVID-19 (or any mutation or variant thereof)). PRODCO shall ensure that appropriate risk assessments to ensure compliance with relevant health and safety legislation (including without limitation any industry and government guidance) are undertaken, and implemented, during the period in which the Programme is produced and delivered to DISNEY under this Agreement. PRODCO shall supply DISNEY with any information it may require from time to time.

25.2 All such insurance required in this clause shall be with companies and on forms acceptable to DISNEY and shall



provide that the coverage thereunder may not be reduced or cancelled unless thirty (30) days unrestricted prior written notice thereof is furnished to DISNEY. All insurance shall be primary and not contributory with regard to any other available insurance to the DISNEY. All insurance shall be underwritten by first class insurance companies as pre- approved by DISNEY. Certificates of insurance (or copies of policies, if required by DISNEY) shall be furnished to DISNEY, and such policies shall include DISNEY, its parent, and all affiliated and related companies as co-insureds or additional insureds as DISNEY may advise, and contain a waiver of subrogation. (The co-insured or additional insured requirement (as the case may be) applies to all coverages except Workers' Compensation and Employers Liability. The waiver of subrogation applies to all coverages).

25.3 PRODCO shall defend (if required by DISNEY and with counsel selected by DISNEY), indemnify and hold DISNEY, its parent DISNEY, or any subsidiaries, related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of:

- (i) any act, error, or omission of PRODCO or its subcontractors or their respective officers, directors, agents, subcontractors, invitees or employees committed in relation to the Production or in association with its performance of its obligations hereunder;
- (ii) any occupational injury or illness sustained by an employee or agent of PRODCO;
- (iii) any failure of PRODCO to perform its services hereunder in accordance with the highest generally accepted professional standards;
- (iv) any material breach of PRODCO's representations as set forth herein; or
- (v) any other failure of PRODCO to comply with any obligation on its part to be performed hereunder.

25.4 The indemnities shall not be limited by the insurance requirements.

25.5 The indemnification shall extend to claims occurring after the Agreement has terminated as well as while the Agreement is in force.

The provisions of this **clause 25** shall survive the expiration or early termination of this Agreement.

26 FORCE MAJEURE.

26.1 Without limiting any other right(s) of DISNEY, in the event of the occurrence of an event of force majeure (where "force majeure" means that if as a result of any act of God, war or terrorist activity, explosion or malicious damage, accident, fire, flood, casualty, strike, lock out or other labour controversy (including without limitation any lockout, walkout, strike, civil commotion or threat of labor controversy), riot, civil disturbance, act of public enemy, riot, epidemic, pandemic (including without limitation COVID 19 and any of its mutations and/or variant thereof), law, enactment, rule, restraint, order, regulation or act or any governmental instrumentality or military authority; judicial order or decree (including without limitation any grant of injunctive relief, whether imposed on an industry-wide basis or affecting only the Production);); failure of any Key Personnel, other producer, director, any other production personnel or any member of the cast to perform for any reason (including without limitation death, illness, incapacity, disfigurement, failure, refusal or neglect); failure of technical facilities or substantial impairment; inability to obtain sufficient labour, technical or other personnel (including, without limitation, cast or crew members); failure, delay or reduction in transportation facilities or water, electricity or other public utilities; death, disability, disfigurement (with respect to cast and key crew only);,; or other cause not reasonably within DISNEY's or PRODCO's control or which DISNEY could not by reasonable diligence have avoided, PRODCO is hampered in the production of the Production or PRODCO or DISNEY's normal business operations become commercially impracticable or any other occurrence beyond DISNEY's control that restricts, prevents or interferes with the orderly or economically efficient production or distribution of the applicable Production or any episode of the applicable Production), DISNEY shall have the right to suspend or terminate the Agreement with immediate effect on written notice as set out herein without further obligation and shall have the right, but not the obligation, to extend the Agreement by the length of any such suspension and no compensations will accrue or be payable hereunder during such period of suspension. However, in the event of termination, **clause 10.2 et seq.** shall apply save that if the pro rata share of the applicable PRODCO Fee calculated on a weekly basis throughout the DISNEY pre-approved applicable Production's Production Schedule up to the date of termination exceeds the PRODCO Fee paid or remaining due and owing to PRODCO at the date of the termination, then PRODCO will be entitled to the additional balance.



26.2 Without limiting any other right(s) of DISNEY, in the event of that the direct and/or indirect effects of an outbreak of COVID-19 (or any mutation and/or variant thereof) at present in progress or as may be in progress at a later date whether or not if it is an event of force majeure but PRODCO is hampered in the production of the Production or PRODCO or DISNEY's normal business operations, schedules and/or practices become commercially impracticable or any other occurrence beyond DISNEY's control that restricts, prevents or interferes with the orderly or economically efficient production of the applicable Production or any episode of the applicable Production, DISNEY shall remain entitled to suspend or, if the aforementioned COVID event continues for a period or aggregate period of more than four (4) weeks, terminate the Agreement with immediate effect on written notice as set out herein and shall have the right, but not the obligation to extend the Agreement by the length of any such suspension and no compensations will accrue or be payable hereunder during such period of suspension (except in respect of those costs due to third parties and incurred pursuant to contractual arrangements pre-approved by DISNEY or under Union Agreements). In the event that the Agreement is terminated as set out herein then for the avoidance of doubt **clause 10.2 and seq.** shall apply save that if the pro rata share of the applicable PRODCO Fee calculated on a weekly basis throughout the DISNEY pre-approved applicable Production's Production Schedule up to the date of termination exceeds the PRODCO Fee paid or which remain due and owing to PRODCO at the date of termination, then PRODCO will be entitled to the additional balance, save that PRODCO shall be entitled to those sums set out in **clause 7 and 8 of Schedule 1** to the Agreement solely to the extent that such sums have vested as stated therein as at the date of termination and a share of the applicable Production PRODCO Fee pro-rata calculated on a weekly basis throughout the DISNEY pre-approved applicable Production's Production Schedule up to the date of termination.

26.3 **COVID-19:** In exercising its right under **clause 26.1** and/or **clause 26.2** and without prejudice to DISNEY rights hereunder, PRODCO and DISNEY acknowledges that an outbreak of COVID-19 (or any mutation and/or variant thereof) may result in filming and production delays and interruptions which may be outside the PRODCO's control and DISNEY shall give reasonable consideration to PRODCO's concerns in respect of the aforementioned.

26.4 In the event that DISNEY terminates the Agreement under this clause and DISNEY subsequently opt to proceed with the Production, PRODCO shall have the first opportunity to submit a customary market offer and any other information required by DISNEY for the provision of production services on such Production as though it was a "Spin-Off" and **clause 12 of Schedule 1** of the Agreement shall apply provided that the Production is being primarily produced in the Production Territory. For clarity, Disney's right of takeover in respect of a Force Majeure shall be subject to this **clause 26.4**.

26.5 In connection with the production of the Production, on a non-precedential basis solely in light of the circumstances at issue (including without limitation the fact that as of the date of this Agreement, DISNEY has determined that there is no suitable insurance to cover all potential consequences of the COVID pandemic), in the event that a COVID Contingency is agreed (as defined in **Schedule 1** and for the avoidance of doubt this is a ring-fenced amount) then this shall be used to fund the additional costs (i) directly and solely related to the fulfilment of COVID-19 health and safety guidelines and/or regulations (e.g. based on protocols pre-approved by DISNEY and/or applicable local or governmental authorities including without limitation under **clause 25** of the Agreement); and/or (ii) where the incurrence of such amount(s) is/are solely and directly attributable to a delay and/or interruption in producing the Programme as a result of an event solely related to COVID-19 (save for force majeure termination payments which are governed by **clauses 26.1** and covid 19 termination payments which are governed by **clause 26.2** of this Agreement), which are actually expended by PRODCO subject to:

- (I) PRODCO not being in material breach of this Agreement as set out herein;
- (II) the PRODCO's compliance with all provisions related to the health and safety and the applicable local laws, guidelines and protocols as set out herein (including without limitation **clause 25** of the Agreement);
- (III) such amounts are reasonable, necessarily and properly incurred sums in respect of the production of the Production;
- (IV) PRODCO has taken all reasonable steps to mitigate any impact of such outbreak of COVID-19 (if applicable, in cooperation with DISNEY);



- (V) PRODCO keeping DISNEY fully informed at all times and provide DISNEY regular prompt updates on any health and safety accidents and incidents that might occur during the production of the Programme and shall promptly notify DISNEY of any delays caused by COVID-19; and
- (VI) such amount(s) are not recoverable from third parties (including without limitation any applicable government and/or industry schemes).

PRODCO and DISNEY acknowledge that in the event suitable insurance (as determined by DISNEY with respect to COVID-19 pandemic (or similar such insurance) does become available on the market, DISNEY may opt to require this as part of its insurance requirements as set out in **clause 25** above, in lieu of agreeing a COVID Contingency.

27 NOTICES.

27.1 Notices must be in writing, mailed (registered or certified mail), mailed or hand-delivered to the party concerned, effective on the sooner of receipt or three business days after the date so sent, at the address specified in the opening clause of this Agreement, or at such other addresses as may be subsequently designated in writing by such party. Without prejudice to the rights of the parties to conduct their day to day affairs by email, notices may not be validly served by email.

27.2 When sent to DISNEY, notices shall be to the attention of:

The Walt Disney Company (Benelux) B.V.
Attention: Mr. Gill van der Staack (Principal Counsel Benelux)

27.3 When sent to PRODCO, notices shall be sent to the attention of:

CHI FOU MI PRODUCTIONS
36 rue du Mont Thabor, 75001 Paris (France)
Attention: Mr. Antoine Lafon (COO)

28 GOVERNING LAW & DISPUTE RESOLUTION.

This Agreement will be governed by, and construed in accordance with the laws of England and Wales. The Parties hereto irrevocably agree that any dispute, difference, claim or counterclaim between DISNEY and PRODCO arising out of or in connection with this Agreement that cannot be amicably resolved by the Parties through good faith negotiations will be submitted to the courts of England and the parties consent to the exclusive jurisdiction of such court.

The provisions of this **clause 28** will survive the expiration or earlier termination of this Agreement.

29 CONFLICTING LAW OR REGULATION.

29.1 Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever any provision of this Agreement is found by a court of competent jurisdiction to be in violation of any applicable statute, law, ordinance or regulation then the latter shall prevail, and in such event the provisions of this Agreement so affected shall be curtailed and limited, but only to the extent necessary to bring them within such legal requirements, and the provisions so curtailed together with all other provisions hereof shall continue in full force and effect. Each and all of the legal rights and remedies provided for in this Agreement are cumulative, and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law.

30 RELATED PARTY.

30.1 PRODCO agrees and acknowledges that it will not enter into any related party transactions relating to the Production without prior written approval from DISNEY. In the event DISNEY approves such related party transaction, it is agreed by PRODCO that such transaction will be an arm's length transaction.



31 CONFIDENTIALITY.

31.1 PRODCO agrees to hold all Confidential Information in strictest confidence, and to not disclose any Confidential Information to any person, firm, or corporation without express authorization of a corporate officer of DISNEY. PRODCO also agrees to not use any Confidential Information for its personal profit, benefit or advantage or that of anyone else other than DISNEY. "Confidential Information" includes the existence of the Programme, information regarding the Production, any and all confidential information and trade secrets relating to the operation, business, financial affairs, products, sales, services, artistic creations or intellectual properties of DISNEY or any other party with whom DISNEY is doing business and any and all other information concerning DISNEY and/or the Production, including without limitation all plans, treatments, scripts, budgets, programs, outlines, drawings, specifications, ideas, concepts, models and documents. Confidential Information does not include the following: (i) information that is known by PRODCO at the time of its receipt of such information from DISNEY or any other party with whom DISNEY is doing business; (ii) information that is now, or that hereafter becomes, generally known to the public in the industry through no fault of PRODCO, or which is later published or generally disclosed to the public by DISNEY or any other party with whom DISNEY is doing business; or (iii) information that is lawfully acquired by PRODCO from a third party without any obligation of confidentiality. PRODCO's compliance with the foregoing shall be a material condition of this Agreement and PRODCO agrees DISNEY shall be entitled to obtain an injunction against PRODCO to prevent or end a breach of the foregoing provisions.

32 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.

PRODCO covenants on behalf of itself, and on behalf of all of PRODCO's third-party subcontractors and suppliers (collectively, "Subcontractors"), as follows:

32.1 PRODCO and the Subcontractors agree not to use child labour in the physical production process of any animation under this Agreement. The term "child" refers to a person younger than the local legal minimum age for employment or the age for completing compulsory education. PRODCO and the Subcontractors engaging young persons who do not fall within the definition of "children" also agree to comply with any laws and regulations applicable to such persons. Where child artists are required their engagement shall be subject to the express prior agreement of DISNEY and PRODCO shall comply with the laws and regulations relating to the engagement of such minors and shall ensure that all production personnel that may come into contact with the minors are security checked before having any contact with the minors.

32.2 PRODCO and the Subcontractors agree only to engage persons whose presence is voluntary. PRODCO and the Subcontractors agree not to use any forced or involuntary labour, whether prison, bonded, indentured or otherwise.

32.3 PRODCO and the Subcontractors agree to treat each worker with dignity and respect, and not to use corporal punishment, threats of violence, or other forms of physical, sexual, psychological or verbal harassment or abuse.

32.4 Unless required by applicable laws to treat a specific group of workers differently, PRODCO and the Subcontractors agree not to discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination, or retirement, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability.

32.5 PRODCO and the Subcontractors recognize that wages are essential to meeting workers' basic needs. PRODCO and the Subcontractors agree to comply, at a minimum, with all applicable wage and hour laws, including minimum wage, overtime, maximum hours, piece rates and other elements of compensation, and to provide legally mandated benefits.

32.6 PRODCO and the Subcontractors agree to provide workers with a safe and healthy workplace in compliance with all applicable laws, ensuring, at a minimum, reasonable access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation. PRODCO and the Subcontractors also agree to ensure that the same standards of health and safety are applied in any housing they provide for workers. PRODCO and the Subcontractors agree to provide DISNEY with all information DISNEY may request about facilities used in the production of Production.

32.7 PRODCO and the Subcontractors agree to respect the rights of workers to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference, in accordance with applicable laws.

32.8 PRODCO and the Subcontractors agree to comply with all applicable environmental laws.



32.9 PRODCO and the Subcontractors agree to comply with all applicable laws pertaining to the production of animation pursuant to this Agreement.

32.10 PRODCO and the Subcontractors agree that DISNEY and its designated agents (including third parties) may engage in monitoring activities in compliance with local laws to confirm compliance with this clause, including unannounced on-site inspections of production facilities, and worker-provided housing, such inspections to include reviews of books and records relating to employment matters and private interviews with workers. PRODCO and the Subcontractors agree to maintain on site all documentation necessary to demonstrate compliance with this clause. PRODCO agrees to promptly reimburse DISNEY for the actual costs of inspections performed pursuant to this clause when any of PRODCO's production facilities or any Subcontractor does not pass the inspection(s).

32.11 PRODCO and the Subcontractors agree to take appropriate steps to ensure that the provisions of this Code of Conduct are communicated to workers, including the prominent posting of a copy of the Code of Conduct for PRODCOs (the English language version of which is attached to this Agreement) in the local language and in a place readily accessible to workers at all times.

32.12 PRODCO shall not arrange or permit any product placement in the Production.

32.13 Foreign Corrupt Practices Act.

32.13.1 PRODCO represents, warrants and agrees that:

A. They have not been convicted of or pleaded guilty to a criminal offense, including one involving fraud, corruption, or moral turpitude;

B. They are not now, to the best of their knowledge, the subject of any government investigation for such offenses;

C. They are not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs;

D. Neither they nor any of their officers, directors, employees, representatives, contractors, designees, ultimate beneficial owners or shareholders, nor any other party acting on its behalf, has made, received or accepted, offered, authorized or promised to make, receive or accept or will make, offer, authorize, or promise to make, receive or accept directly or indirectly, any payment or transfer of anything of value during the course of its performance under this Agreement or in connection with any other business transactions involving DISNEY or any of its affiliates:

i. to or from any officer, director, employee or representative of any actual or potential customer of DISNEY or any of its affiliates; or to or from any officer, director or employee of DISNEY or any of its affiliates; or to or from any other person or entity, if any payment or transfer described in this paragraph would violate the laws of the country in which it is made, the laws of the United States of America (including the United States Foreign Corrupt Practices Act of 1977, as amended), or other applicable anti-corruption laws, (including the UK Bribery Act 2010); or

ii. to anyone working in an official capacity for a government, government entity (including employees of wholly or partially government owned or controlled companies) or public international organization; or to any political party, official of a political party or candidate; or to an intermediary for payment to any of the foregoing (the persons and entities referred to in this subparagraph (ii) shall be referred to as "**Government Officials**"), if such, or any other, payment or transfer of anything of value would violate, the laws of the United States of America (including the United States Foreign Corrupt Practices Act of 1977, as amended) or other applicable anti-corruption laws, (including the UK Bribery Act 2010), or is for purposes of:

a. influencing any act or decision of such Government Official in his official capacity, or

b. inducing such Government Official to do or omit to do any act in violation of the lawful duty of such official, or

c. inducing such Government Official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to obtain, retain or direct or assist in obtaining, retaining or directing business to PRODCO, its parent, or any subsidiary or affiliate thereof.

E. If PRODCO engage other agents, subcontractors, vendors, or other third parties to provide services under this agreement it shall perform appropriate due diligence on such agents, subcontractors, vendors, or other third parties and shall require, through contractual provisions or written representations, that such third party comply with each provision in **clause 18.11** of this Agreement.

F. PRODCO will comply with "**The Walt Disney Company and Affiliates Global Anti-Corruption Policy**" that will be provided by DISNEY.

It is the intent of the Parties that no payments or transfers of value shall be made that have the purpose or effect of public



or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.

32.13.2 PRODCO further represents, warrants, and agrees that:

A. To the best of DISNEY's knowledge, none of its officers, directors, employees, representatives, contractors, designees, ultimate beneficial owners or shareholders, nor other party acting on its behalf in connection with this Agreement is a Government Official or a Close Family Member of a Government Official. For the purposes of this Agreement, "**Close Family Member**" shall mean the individual's spouse; the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles and first cousins; the spouse of any of these people; and any other individuals who share the same household with the Government Official.

B. In the event that during the term of this Agreement there is a change in the information required to be disclosed in this paragraph, PRODCO agrees to disclose in writing to DISNEY within thirty (30) days of any change.

32.13.3 At any time during the term of this Agreement upon DISNEY's request PRODCO will provide a certification in a form acceptable to DISNEY attesting to DISNEY's compliance with all applicable anti-corruption laws.

32.13.4 Without DISNEY's prior written approval PRODCO is prohibited from making any Facilitating Payment or providing any Business Courtesy in connection with this Agreement or on behalf of DISNEY. A "**Facilitating Payment**" is a small value payment made to a Government Official to expedite or secure the performance of routine, or non- discretionary, governmental action, which is ordinarily and commonly performed by a Government Official. A "**Business Courtesy**" is any benefit provided to anyone outside of DISNEY free of charge or at a charge less than market value, including but not limited to any gift, payment of travel, meals or lodging expense, entertainment, or offer of employment.

32.13.5 To ensure that PRODCO is in compliance with the provisions of this Agreement, at DISNEY's option and sole discretion, DISNEY, or an independent third party selected by DISNEY, may audit PRODCO in order to satisfy itself that no violation of provisions in this Agreement has occurred. PRODCO shall cooperate fully in any audit conducted by or on behalf of DISNEY, which shall include, but not be limited to (i) providing all information and access necessary for DISNEY or its representatives to audit the books and records of PRODCO with respect to (a) ownership of PRODCO and (b) any of Agent's activities related to performance under and compliance with this Agreement; and (ii) authorizing DISNEY or its representatives to contact any banks into which payments to PRODCO have been deposited or to which PRODCO wishes payments to be deposited in connection with this Agreement for the purpose of auditing the banking records of PRODCO with respect to all payments into or out of the account and to determine the names of all owners and signatories of the account. The obligations of this provision shall survive termination of this Agreement for five (5) years after any termination.

32.13.6 In the event that PRODCO has breached the provisions of paragraphs **32.13.1** to **32.13.5** of this **clause 32.13**, in whole or in part, at DISNEY's option and sole discretion, this Agreement, as well as any other agreement between PRODCO and DISNEY, may be terminated by DISNEY upon notice to PRODCO at any time at DISNEY's sole discretion. In the event of such breach, no further payments will be due PRODCO, and PRODCO will refund to DISNEY within thirty (30) days of breach all payments (as may be required in the sole discretion of the DISNEY) made by DISNEY to PRODCO hereunder without further demand, all of which shall be in addition to any other remedy provided by law or by contract

32.14 PRODCO (including any Key Personnel) should, prior to or during the term hereof or thereafter, fail, refuse or neglect to conduct themselves in a professional manner with due regard for social conventions and public standards and decency, or commit any act, which brings or is likely to bring PRODCO (including any EP) into public disrepute, scandal, contempt, or ridicule, or which causes shock, insult, or offense to a substantial portion or group of the community, or reflects or is likely to reflect unfavourably on PRODCO, a Key Personnel, and/or DISNEY, then DISNEY may, in addition to and without prejudice to any other remedy of any kind or nature set forth herein, terminate this Agreement at any time after the occurrence of any such event. Furthermore, DISNEY may, with or without terminating this Agreement, disregard any credit obligations of this Agreement, as and to the extent allowable under any applicable collective bargaining agreement.

32.15 Compliance Training. PRODCO, (including any Key Personnel), shall render services hereunder and govern their conduct in a professional manner, in compliance with DISNEY's standard business practices and policies (of which DISNEY will inform PRODCO) and to participate (at no cost to PRODCO) in training (if and as required by DISNEY) regarding certain of DISNEY's business practices and policies, including taking courses relating thereto.



33 TAKE-OVER RIGHTS.

33.1 Take-Over Rights. Without limiting any the right(s) of DISNEY hereunder, DISNEY shall have the right (but not the obligation), at any time, to take over all of the PRODCO's services and activities in connection with the Underlying Work and/or Production, and/or to assume complete and sole control over all matters regarding the Underlying Work and the Production (including, without limitation, decisions as to abandonment or completion in such manner as DISNEY deems advisable, further expenditure of funds, all creative elements, all creative decisions, and/or replacement of any and all personnel), and/or to require PRODCO to dispense with the services of any person rendering services with respect to the Underlying work and/or Production (collectively, "**Take-Over Rights**"), upon giving written notice to PRODCO of its election to do so either: (a) immediately upon termination of this Agreement pursuant to **clause 10** above or, (b) subject to prior consultation with PRODCO as provided in sub-clause 33.2 below, if at any time during production, or prior to the completion and delivery of the Production to DISNEY:

(i) Over-Budget. If the direct production costs of any particular stage of production and/or post- production exceeds by ten percent (10%) or more the final budget of the Production ("**Final Budget**") which is allocable to that stage of production and/or post-production or the then estimated final direct production costs exceed by ten percent (10%) or more the Final Budget of the Production, provided that any such excess is not due to DISNEY or has been approved in writing by Disney; or

(ii) Over Schedule. The Production is ten (10) days or more behind in production or post- production schedule upon which the Final Budget was based, provided that such delay is not due to the actions or omissions of DISNEY or has been approved in writing by DISNEY; or

(iii) Late Delivery. DISNEY reasonably anticipates that delivery of materials for any stage of the Production shall not occur on or before the designated delivery date therefore provided that such delay is not due to the actions or omissions of DISNEY or has been approved in writing by DISNEY; or

(iv) Incapacity of Key Personnel. If by reason of mental or physical disability of any Key Personnel in connection with any particular stage of the Production, or any DISNEY-approved substitute for any of the foregoing, such talent shall be incapacitated from performing required services and/or performance obligations for a consecutive period in excess of seven (7) business days or aggregate period in excess of ten (10) business days during production or thirty (30) business days during post-production of the Production; or

(v) Force Majeure Event. The occurrence of an event of force majeure as set forth in **clause 26** above; or

(vi) Material Interference. Material interference by PRODCO (or any Key Personnel) conflicting professional engagements; or

(vii) Professional Conduct. A material breach by PRODCO (or any EP) of DISNEY's Code of Conduct, attached hereto as Exhibit 1, and or the Professional Conduct set out in clause provisions of **clause 32.14**; or

(viii) Insufficient Funds. The funds paid to PRODCO by DISNEY necessary for the production, post- production and/or delivery of any particular stage of the Production are not, at any time after such payment, available for disbursement to pay with reasonable promptness when due all costs in connection with the production, post-production and delivery of such particular stage of the Production; or

(ix) Default by PRODCO. PRODCO commits a material default or anticipatory default in the timely performance of any of its obligations under this Agreement and, with respect to only one such event of default, does not cure such default within forty-eight (48) ten after notice from DISNEY of such default; or

(x) N/A.

33.2 Consultation/Notice. Prior to the exercise by DISNEY of its Take-Over Rights, DISNEY shall endeavour to consult with PRODCO (at PRODCO's sole cost and expense) with respect to the event or events which give rise to the possibility of DISNEY exercising its Take-Over Rights. The exercise of Take-Over Rights by DISNEY shall be effective at DISNEY's election one (1) business day after DISNEY notifies PRODCO of the exercise of Take-Over Rights, with the consequences set forth in **clause 33.3** below.



33.3 Consequences of Exercise of Take-Over Rights. If DISNEY duly elects to exercise its Take-Over Rights, then:

DISNEY, in its sole discretion, shall have the right either (a) to proceed with the production and completion of the Production in such manner as DISNEY deems advisable (and, in such case, shall have all creative, as well as business, control over each and every stage of the Production) and DISNEY decides to proceed without PRODCO, DISNEY shall have no further obligation to PRODCO (subject to the specifications hereafter) and DISNEY shall be and is hereby appointed agent of PRODCO for these purposes and such appointment constitutes a power coupled with an interest and shall be irrevocable and if DISNEY decides to proceed without PRODCO, DISNEY shall have no further obligation to PRODCO (subject to the specifications hereafter); or (b) to abandon the Production in its entirety. In any event, DISNEY shall not be liable to PRODCO for any compensation or other payments under this Agreement other than (a) the amount of the payments which have theretofore actually been paid to PRODCO or remain due and owing to PRODCO at the date of such Take Over (including all portion(s) of PRODCO Fee paid to PRODCO or remaining due and owing to PRODCO) and (b) PRODCO's actual and budgeted expenses (which in no event shall exceed the applicable amounts set forth in the applicable budget) necessarily incurred in producing the Production to the date of such Take-Over including all expenses not covered by DISNEY's instalments at the date of such Take-Over and, in case of over payment by DISNEY, then PRODCO agrees to promptly return said difference to DISNEY together with an accounting of PRODCO's said expenses.

- (i) PRODCO warrants and agrees that it will cooperate with DISNEY and in no way interfere with DISNEY in DISNEY's exercise of its Take-Over Rights.
- (ii) Upon the request of DISNEY, PRODCO shall assign to DISNEY all agreements entered into in connection with the Underlying Work and/or the Production as directed by DISNEY which have not already been assigned pursuant to this Agreement, and PRODCO shall assign all of PRODCO's right, title and interest in and to the Production, all Results and Proceeds and any other elements thereof, including, without limitation, all rights under copyright in and to the Production and such elements which have not already been assigned pursuant to this Agreement, to DISNEY for the maximum legal term of protection, including all renewals, revisions, revivals and extensions thereof and thereafter (insofar as is or may become possible) to the fullest extent permitted under applicable law and union regulation in perpetuity in perpetuity, throughout the universe, in any and all languages, in any and all media, versions (including, without limitation, digitized versions) and forms, whether now known or hereafter devised. DISNEY shall assume obligations under such agreements so assigned from the date of such assignment; provided, however, that DISNEY shall not be obligated to assume any obligations not approved by DISNEY pursuant to this Agreement. PRODCO hereby irrevocably appoints DISNEY its attorney-in-fact to take any actions appropriate to so assign such agreements, and agrees that such appointment constitutes a power coupled with an interest and shall take effect as an irrevocable appointment pursuant to Section 4 of the Powers of Attorneys Act 1971. PRODCO hereby undertakes and warrants that it will confirm and ratify all of the actions of DISNEY pursuant to this **clause 33.3(iii)**.
- (iii) All expenditures made by DISNEY in connection with the exercise of Take-Over Rights hereunder shall be deducted from any sums which may be payable to PRODCO following Take-Over under this Agreement, including the Fee for PRODCO Services (other than in the case where DISNEY exercises its Take-Over Rights pursuant to **clause 33.1(v)** which shall be subject to **clause 33.3(iv)**).
- (iv) Notwithstanding the foregoing, where DISNEY exercises its Take-Over Rights pursuant to **clause 33.1(v)**, if the pro rata share of the PRODCO Fee calculated on a weekly basis throughout the agreed production schedule for the applicable pre-production and/or production services up to the date of termination exceeds the PRODCO Fee paid or which remain due and owing to PRODCO at the date of the Take-Over, then PRODCO shall be entitled to the additional balance.

33.4 No Election of Remedies. Nothing herein shall be construed so as to limit or impair any other rights or remedies DISNEY may have under this Agreement, or at law, or in equity by reason of any default by PRODCO in the performance of any of its obligations under this Agreement, nor shall the exercise by DISNEY of its Take-Over Rights constitute an election of remedies by DISNEY. Without prejudice of **clause 36.3**, any breach by DISNEY of its obligations pursuant to this Agreement shall in no way affect or impair the Take-Over Rights granted to DISNEY pursuant to this clause, nor entitle PRODCO to any right of injunctive relief or rescission of rights under this Agreement.



34 DATA PROTECTION.

The Parties warrant that they will comply with the Data Protection Legislation. For the purposes of the Data Protection Legislation, PRODCO hereby acknowledges that DISNEY processes personal data relating to PRODCO's employees, agents, contractors and advisers in any form, including Key Personnel, cast & crew members, featured guest performers, artists and any other individuals contributing to and/or providing services in relation to the Programme (whether engaged by PRODCO directly or by any of its Sub-contractors and), whose personal data may be shared by PRODCO with DISNEY for the purpose of the Programme. PRODCO acknowledges that DISNEY processes the above personal data for purposes connected with this Agreement including, but not limited to: the production of the Programme and payment of any sums payable under this Agreement and also more generally to identify personnel, publicise and exploit the Programme throughout the world pursuant to this Agreement, maintain and improve security systems and ensure compliance with the DISNEY's legal and regulatory obligations. PRODCO further acknowledges that the processing of personal data pursuant to this clause may involve the disclosure of such personal data to third parties including, without limitation, DISNEY's group companies and/or affiliates, its professional advisers, HM Revenue & Customs, legal and regulatory bodies, potential purchasers of DISNEY or any of its assets or business, its suppliers, promoters and advertisers and other persons connected with the relationship under this Agreement. The disclosure and processing of the personal data pursuant to this clause may involve the transfer of such personal data outside the European Economic Area including the US and other jurisdictions where data protection regulations may not offer the same protection as those applicable within the European Economic Area; PRODCO acknowledges that any such transfer is carried out subject to the required appropriate safeguards or the applicable permitted exemptions under the Data Protection Legislation Where PRODCO makes available to DISNEY the personal data of others, PRODCO warrants and represents that it (and its Subcontractors, where applicable) have made all necessary notifications to (and obtained as required all consents from) those others for the processing of personal data as set out in this Agreement, including informing the data subjects that their personal data may be shared with DISNEY and its group affiliates - as independent data controllers - for the purpose outlined above. PRODCO also agrees to provide the individuals involved in the Production, including those engaged by its Sub-contractors, with DISNEY Data Protection Notice attached as **Schedule 8** to this Agreement. DISNEY wishes to ensure that the personal data it holds remains as accurate as possible. PRODCO agrees to inform DISNEY as soon as reasonably practicable of any changes to the personal data.

"**Data Protection Legislation**" means the following legislation to the extent that it is in force and applicable, and as amended or superseded from time to time: (a) the General Data Protection Regulation (2016/679) and any subsequent Regulation which replaces any European Directive; (b) the Dutch GDPR Implementation Act 2018(c) the French Data Protection Act (*Loi Informatique et Liberté*) n°78-17 of 6 January 1978, as amended, and (d) any other similar national privacy law and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the *Commission Nationale de l'Informatique et des Libertés* ("CNIL"), the Dutch Data Protection Authority or such other regulator with competent authority.

35 N/A.

36 MISCELLANEOUS.

36.1 Entire Agreement. This Agreement and the Producer's Manual constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements and representations between the Parties with respect thereto including, without limitation, the Deal Memo between PRODCO and DISNEY. This Agreement may not be amended, modified, or altered in any manner unless such amendment, modification or alteration is in writing and is signed by duly authorized representatives of the Parties. The Producer's Manual supplements the terms and conditions of this Agreement; however, in the event of any inconsistency between this Agreement and the Producer's Manual, the provisions of this Agreement shall prevail.

36.2 Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, solely as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

36.3 PRODCO's Relief. The rights granted to DISNEY hereunder shall be irrevocable under any and all circumstances and shall not be subject to reversion, rescission or termination. PRODCO acknowledges that in the event of a breach of this Agreement by DISNEY (including, without limitation, a breach of **clause 9** above) any application to enjoin or restrain the production, distribution, exhibition, advertising or exploitation of any Production or any rights therein or derived therefrom would be excessively disruptive and unreasonably damaging to the Production and DISNEY and third party's interests therein and consequently PRODCO agrees not



to apply for any such relief and accepts that the recovery of damages (if any) in an action at law will provide a full and appropriate remedy for any loss or damage incurred by PRODCO as a result of any such breach.

36.4 DISNEY's Relief. It is understood and agreed that a breach by PRODCO of any of the material provisions of this Agreement will or may cause DISNEY irreparable injury and damage, and PRODCO expressly agrees that DISNEY shall be entitled to injunctive or other equitable relief to prevent a breach of this Agreement by PRODCO. Resort to such equitable relief shall not be construed as a waiver of any other rights or remedies which DISNEY may have for damages or otherwise.

36.5 Rights of Third Parties. Except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

36.6 Value Added Tax. All payments pursuant to this Agreement shall be exclusive of value added tax and all other similar taxes and duties payable in respect of such payments. If and to the extent only that value added tax is or becomes payable on any such payment, PRODCO will render to DISNEY a value added tax invoice in respect thereof. References in this clause to "payments" include non-cash consideration and expressions bearing the same meaning shall be construed accordingly. DISNEY will make payment to PRODCO of the amount thereby shown to be due within twenty-eight (28) days after receipt of the invoice.


36.7 Counterparts and Electronic Signature. (i) This Agreement may be executed in separate counterparts by the Parties hereto and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument. Executed copies of this Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties hereto waive any rights they may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the parties hereto to exchange original signatures as quickly as practicable after execution of this Agreement. (ii) This Agreement may be executed via an electronic signature process (e.g. DocuSign) approved by DISNEY. The Parties admit that this electronic document constitutes the original counterpart of the Agreement. The Parties undertake not to contest admissibility, opposability or probative value on the basis of its electronic nature.

~~CONFIDENTIAL~~

IN WITNESS whereof the Parties hereto have executed this instrument as a Deed on the day, month and year at the top of page one.

DULY EXECUTED and DELIVERED as a DEED,

For and on behalf of **PRODCO**, acting by a duly authorised signatory of **PRODCO**

Signature: 
 Name: Hugo Sélignac
 Title: Producteur
 Date: 6/29/2022

In the presence of a witness:

Witness Signature: 
 Witness Name: Antoine Lafon
 Witness Address: 36 rue du Mont Thabor 75001
 and Occupation: Directeur Général

DULY EXECUTED and DELIVERED as a DEED,

For and on behalf of **THE WALT DISNEY COMPANY (BENELUX) B.V.**, acting by a duly authorised signatory of **THE WALT DISNEY COMPANY (BENELUX) B.V.**


Signature: 
 Name: Matthijs de Graaf
 Title: Director
 Date: 6/29/2022



EXHIBIT 1

CODE OF CONDUCT FOR CONTRACTORS

At DISNEY, we are committed to:

- a standard of excellence in every aspect of our business and in every corner of the world;
- ethical and responsible conduct in all of our operations;
- respect for the rights of all individuals; and
- respect for the environment.

We expect these same commitments to be shared by all producers with whom DISNEY enters into contracts including PRODCO (“**PRODCOs**”). *At a minimum*, we require that all PRODCOs meet the higher of the standards below, and such standards imposed by the laws in England and Wales.

Child Labour PRODCOs will not use child labour (other than child talent pre-approved by DISNEY and in compliance with child regulations and having taken proper security checks of personnel coming into contact with the children) in the physical production process.

The term “child” refers to a person younger than the local legal minimum age for employment or the age for completing compulsory education.

PRODCOs employing young persons who do not fall within the definition of “engaging children” will also comply with any laws and regulations applicable to such persons.

Involuntary Labour PRODCOs will not use any forced or involuntary labour, whether prison, bonded, indentured or otherwise.

Coercion and Harassment PRODCOs will treat each worker with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse.

Non-discrimination PRODCOs will not discriminate in hiring and employment practices, including, but not limited to, salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion or belief, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability.

Association PRODCOs will respect the rights of workers to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference.

Health and Safety PRODCOs will provide workers with a safe and healthy workplace in compliance with all applicable laws and regulations, ensuring at a minimum, reasonable access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation.

PRODCOs will also ensure that the same standards of health and safety are applied in any housing that they provide for workers.

Compensation We expect PRODCOs to recognize that wages are essential to meeting workers’ basic needs. PRODCOs will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits.

Where local industry standards are higher than applicable legal requirements, we expect PRODCOs to meet the higher standards.

**Protection of the Environment**

PRODCOs will comply with all applicable environmental laws and regulations.

Other Laws

PRODCOs will comply with all applicable laws and regulations.

All references to “applicable laws and regulations” in this Code of Conduct include local and national codes, rules and regulations as well as applicable treaties and voluntary industry standards.

Subcontracting

PRODCOs will not use subcontractors for production for DISNEY without DISNEY’s express written consent, and only after the subcontractor has entered into a written commitment with DISNEY to comply with this Code of Conduct and any other terms and conditions that DISNEY may, from time to time, require.

Monitoring and Compliance

PRODCOs will authorize DISNEY and its designated agents (including third parties) to engage in monitoring activities in compliance with local laws to confirm compliance with this Code of Conduct, including unannounced on-site inspections of production facilities and employer-provided housing; reviews of books and records relating to employment matters; and private interviews with workers. PRODCOs will maintain on site all documentation that may be needed to demonstrate compliance with this Code of Conduct.

Publication

PRODCOs will take appropriate steps to ensure that the provisions of this Code of Conduct are communicated to workers, including the prominent posting of a copy of this Code of Conduct, in the local language and in a place readily accessible to workers, at all times.

- END OF CODE OF CONDUCT -



Schedule 1

This Schedule and any attachments hereto are incorporated by reference into and made a part of the Agreement and subject to the terms and conditions thereof. All capitalized terms used herein that are defined in the Agreement shall have the same meaning herein as in the Agreement. **In the event that this Schedule is inconsistent with the Agreement, this Schedule supersedes and amends the Agreement to the extent of the inconsistency** (save in respect of the payment terms as set out in clause 4 of the Agreement which shall prevail).

1. Underlying Material(s)	<p>The underlying material on which the Programme is to be based on a script entitled “Zone à défendre” or “ZAD” dated January 19, 2022 and written by Romain Cogitore in collaboration with Thomas Bidegain, Catherine Paillé, Laurie Lassalle and Clément Cogitore (“Creators”) provided to DISNEY on April 13, 2022 (and incorporated herein by this reference) and all elements thereof (including without limitation, original characters, concepts, stories, themes, plots, artistic renderings, dialogue and any and all versions and revisions thereof) (collectively “Underlying Material(s)”).</p>
2. Programme	<p>The French-language long-feature live-action programme currently and provisionally entitled “ZAD” (“ZONE A DEFENDRE”) (the “Programme”) based on the Underlying Materials, which is currently anticipated to be one hundred and ten (110) minutes audiovisual programme, excluding credits. The Programme shall be primarily produced in France (the “Production Territory”) and is currently intended for initial exhibition on the Disney+ service or another streaming service wholly-owned or controlled by or affiliated with TWDC (“Disney+”).</p>
3. Film Pre-Production Services & Materials	<p>3.1 Notwithstanding the Conditions in clause 1 of the Agreement, in view of PRODCO’s immediate need for funds to commence certain pre-production services and materials (including (a) a first step of “soft preparation” and (b) a second step of “hard preparation”) as set out and identified in Schedule 4 attached hereto (“Film Pre-Production Services & Materials”) which shall be rendered and delivered by PRODCO in accordance with this Agreement, on a non-precedential, non-citable basis, solely in light of the circumstances at issue, DISNEY is prepared exceptionally to advance PRODCO prior to satisfaction of the Conditions in clause 1 of the Agreement the sum of:</p> <p>(a) €304.181 (three hundred and four thousand one hundred and eighty one euros) subject to immediate reimbursement in case of a breach or if PRODCO does not render and deliver the Film Pre-Production Services & Materials in accordance with Schedule 4 a), (“Advance”), subject to (1) ongoing compliance with the terms set out in this clause 3.1, (2) receipt by DISNEY of a valid invoice(s), (3) PRODCO supplying DISNEY with satisfactory cost and progress reports for the pre-production services (“soft preparation”) providing according to the present clause 3.1, as requested by DISNEY, (4) DISNEY approving the financial terms of the talents deals for Romain Cogitore, François Civil and Lyna Khoudri (such financial terms will include all services needed to produce the Film as well as the marketing services rendered by the talents in order to produce the marketing assets as defined in Schedule 5) and other writers (being specified that such condition (4) is fulfilled).</p> <p>(b) the sum of €375.084 (three hundred and seventy five thousand eighty four euros) upon April 11, 2022, upon start of the second step of Pre-Production Services & Materials in accordance with Schedule 4 b) (such amount corresponding to the first instalment of cash flow for the first month of “hard-preparation” from April 11, 2022 to May 10, 2022) subject to (1) ongoing compliance with the terms set out in this clause 3.1, (2) receipt by DISNEY of a valid invoice(s), (3) PRODCO supplying DISNEY with satisfactory cost and progress reports for the pre-production services (“hard preparation”) providing according to the present Section, as requested by DISNEY, (4) the negotiation in good faith and signature no later than June</p>



	<p>29, 2022 (unless extended by agreement of the Parties) of a DISNEY standard long form production services agreement ("PSA") incorporating the Deal Memo.</p> <p>(c) the following instalments of the pre-production and production budget will be paid according to the cash-flow as it may be adjusted, submitted by PRODCO to DISNEY's approval.</p> <p>3.2 PRODCO undertakes and agrees (1) to hold the Advance on trust for DISNEY in the pre-production account used exclusively for the purposes of payments and receipts relating to the Film Pre-Production Services & Materials ("Pre-Production Account"), and promptly provide DISNEY with particulars of the account opened and copies of any or all bank statements relating to the Pre-Production Account when requested by DISNEY; (2) to ensure that the Advance is disbursed (I) exclusively to meet expenses properly and reasonably incurred in the course of executing the Film Pre-Production Services & Materials as set out in the "Film Pre-Production Services & Materials Delivery Schedule" attached hereto in Schedule 4 and (II) solely in accordance with the "Film Pre-Production Budget" and the "Film Pre-Production Cashflow" – all as defined and set out in Schedule 3 attached hereto; and (3) to negotiate in good faith for completion no later than June 29, 2022 (unless extended by agreement of the Parties) a DISNEY standard long form production services contract ("PSA") incorporating these terms. The Film Pre-Production Budget is locked. DISNEY shall be under no obligation to finance further expenditure in addition to the Advance other than in accordance with a fully executed PSA.</p> <p>Payments will be made between ten (10) and thirty (30) days from the receipt of a valid invoice, according to the DISNEY standard at the time of the payment.</p>
<p>4. Production Incentives</p>	<p>Depending on and subject to the upcoming French Investment Obligations Legislation, PRODCO and DISNEY will mutually decide (with DISNEY tiebreak) to apply for production incentives, tax credits, regional and applicable state funding (the "Production Incentives") to partly finance the Programme Budget, DISNEY hereby already confirming its approval to apply for "<i>Tax Rebate for International Production</i>" (the "TRIP"). On a non-precedential, non-citable basis, solely in light of the circumstances at issue, save as otherwise set out herein, PRODCO shall also be entitled to retain twenty percent (20%) of such TRIP; it being expressly acknowledged and agreed by the Parties that the remaining eighty percent (80%) of such Production Incentives shall be applied to finance the corresponding Programme Budget (the "Budget's Share of Production Incentives"). For the avoidance of doubt, when calculating the PRODCO Fee (as defined below) or the Programme Bonus (as defined below), the Programme Budget shall not be reduced by such Production Incentives.</p> <p>On a non-precedential, non-citable basis, solely in light of the circumstances at issue PRODCO shall be entitled to retain 20% of any other French Funding, for the sake of clarity, the Programme Budget shall not be reduced by any French Funding.</p> <p>PRODCO and DISNEY further acknowledge and agree that it is a material condition of the Agreement that DISNEY's full financial contribution/spend in respect of the production of the Programme shall qualify for French investment obligation and European broadcasting quota according to the implementation of the AVMS directive under the applicable law and regulation (as advised by DISNEY) ("French Investment Obligations"), unless otherwise agreed by DISNEY in its sole discretion.</p> <p>PRODCO and DISNEY acknowledge and agree that the Programme is ordered for production as a dependent production, a "work for hire" (i.e. "<i>production exécutive</i>" in French) on the following terms described in Section 6 of the Agreement ("Rights"), which are anticipated to meet the above requirements and qualify the Programme for DISNEY's non-independent French Investment obligation.</p>



	<p>In the current context of the French audiovisual regulation reform, PRODCO agrees to meet again with DISNEY in case of any change in the law and/or regulation that might impact this Agreement in terms of quota eligibility for Disney + in order to amend them to ensure the most favourable position for DISNEY with respect to its EU Works and French Investment Quota obligations under new law and/or regulation.</p> <p>In the event that the production of the Programme is unable to meet the requirements of the French Investment Quota, DISNEY will have the right to revise this Agreement, provided that all such revisions shall be subject to good faith negotiation with PRODCO to the extent that it will not affect PRODCO's remuneration (fees and bonus) nor Locked Production Budget nor Disney's level of investment as defined in clause 6 and clause 9 hereafter.</p>
5. DISNEY Options / Turnaround	<p><u>Initial Option:</u> DISNEY shall have the sole, exclusive and irrevocable option to acquire up to 100% of all rights of the Programme therein pursuant to the terms of the Deal Memo, including any amendments hereto. On a non-precedential basis, the Option was exercised by the signature of the Deal Memo, subject to the payment of the Advance as defined in clause 3.</p> <p><u>Turnaround:</u> If the Parties were not able to sign a Long Form Agreement prior to June 29, 2022 (unless extended by agreement of the Parties), PRODCO shall have the exclusive right to acquire DISNEY's rights in and to the Programme provided:</p> <ul style="list-style-type: none"> (a) such acquisition shall be effective upon the later of PRODCO's execution and delivery to DISNEY of DISNEY's then-standard form turnaround/reversion agreement, such agreement to be negotiated in good faith between the Parties; (b) reimbursement to DISNEY of 100% of DISNEY's Advance plus interest of 3% above BOE Base Rate, no later than commencement of principal photography of the Program.
6. Programme Budget, COVID Budget and Overages including COVID overages	<p>6.1. The Programme Budget must be an "all-in" inclusive of, without limitation, the PRODCO Fee (as defined below), all performer and/or talent fees, all applicable payroll taxes and other applicable taxes, music fees and costs, insurance, legal and clearance fees and costs, union costs (if and as applicable and approved) and costs for delivery per the DISNEY delivery requirements ("Programme Budget").</p> <p>For clarification, all amounts payable to third-parties in connection with the Programme will be on a full buyout basis: no future revenue, royalties or other amounts due in connection with Disney's exploitation of its rights on the Programme by means of SVOD (including all exploitation within DISNEY's group) to the extent permitted by applicable law, as long as DISNEY has an agreement with and is paying royalties to SACD, members of SACD can collect royalty payments from SACD. For the avoidance of doubt, DISNEY shall however be responsible for any and all royalties due to writers and/or directors and/or performers deriving from the exploitations of the Programme other than by means of SVOD in compliance with applicable law-only to the extent that the payment of such royalties is compulsory under applicable law and is not already managed by any collecting society. At the date of signature of the Deal Memo, the Programme Budget has already been preapproved but the allocation within the budget will be subject to DISNEY's line-by-line preapproval.</p> <p>Therefore, for the sake of clarification, DISNEY confirmed in the Deal Memo that it had greenlit the Programme, subject to the execution of a DISNEY standard long form production service agreement ("PSA") incorporating the Deal Memo.</p> <p>On a non-precedential and non-citable basis solely in light of the circumstances at issue, the Programme budget (not including COVID Budget, as defined in clause 6.2 amounts to €7,448,976 (hereafter "Locked Production Budget", attached as Schedule 6).</p> <p>After discussions, DISNEY has agreed to uplift the Locked Production Budget by €300,000.</p>



6.2. DISNEY and PRODCO have agreed on the “COVID budget” (“**COVID Budget**”, attached as **Schedule 7**) equal to **€135,492** which represents additional costs related to the fulfilment of COVID-19 health and safety guidelines and/or regulations (e.g. based on protocols pre-approved by DISNEY and/or applicable local or governmental authorities. DISNEY has agreed to cash flow such amount on an up to basis.

6.3. On a non-precedential and non-citable basis solely in light of the circumstances at issue, the parties have agreed that the overages solely and directly attributable to a delay and/or interruption in producing the Programme as a result of an event solely related to COVID (and that does not constitute a Force Majeure Event) will be borne by DISNEY subject to:

- a. PRODCO has kept DISNEY full informed at all times and has pre-notified DISNEY promptly of such additional production costs and has taken into consideration in good faith DISNEY’s reasonable direction in respect of any migratory steps as PRODCO deems necessary;
- b. such amounts are reasonable, necessarily and properly incurred sums in respect of the production of the Programme and that PRODCO has taken all reasonable steps to mitigate any impact of such outbreak of COVID; and
- c. such amount(s) are not recoverable from third parties (including without limitation any applicable government and/or industry schemes).

6.4. On a non-precedential and non-citable basis solely in light of the circumstances at issue, it is agreed that:

(a) Overages: “**Overages**” means any excess costs incurred in connection with the production of the Programme in excess of the overall Locked Production Budget (excluding COVID overages as defined in **clause 6.3**) and provided savings are not found on other budget lines.

(b) **DISNEY approved Overages:** If DISNEY requests any substantive change that might change the Locked Production Budget (“**Requested Change**”), and DISNEY approves in advance in writing, on a line-by-line basis the related delays and the “net cost” (i.e. the difference between the actual costs incurred due to such DISNEY’s requests (if any) and any savings on the corresponding part of the Locked Production Budget) (“**DISNEY Approved Overage**”), then DISNEY shall (i) cash-flow the DISNEY Approved Overage and (ii) be responsible for such DISNEY Approved Overage to the extent such DISNEY Approved Overage is not capable of offset during the remainder of the current production schedule due to lack of underages. Further PRODCO acknowledges and agrees that 100% of any French Funding generated by such DISNEY Approved Overage shall be retained by DISNEY.

(c) **PRODCO’s Overages:** PRODCO is responsible for any other Overage unless otherwise stated in this Agreement or otherwise pre-approved by DISNEY (if pre-approved by DISNEY, the provisions of b) above will apply), PRODCO shall be fully responsible for all such Overages (“**PRODCO Overage(s)**”) if no offsetting savings have been found during the remainder of the current production schedule of the Programme. DISNEY acknowledges that PRODCO may opt to use its share of the Production Incentives and/or the amount paid by the insurance in connection with the event at the origin of the Overage to cover such PRODCO Overage(s) in full. **On a non-precedential basis solely in light of the circumstances:** any French Funding generated by such PRODCO Overage(s) should be retained by PRODCO 100% which shall solely be used to cover the costs of such PRODCO Overage(s).

(d) Notwithstanding the above, subject always to PRODCO informing DISNEY, (i) in due time and (ii) prior to engage any Overages, about all financial and timing consequences of any unfortunate and unpredictable event and subject to PRODCO working closely with DISNEY to study the options and mitigate such Overages, such unpredictable excess costs due to unfortunate and unpredictable events (not covered by insurance subject to the requested insurance being in force) will not be a PRODCO Overage and shall be considered as a DISNEY approved Overages.

Such exception will not be applicable if such excess costs are related to (i) a default of PRODCO



	<p>or its representatives and/or (ii) a lack of anticipation by PRODCO or its representatives and/or (iii) a lack of control by PRODCO or its representatives of the production teams including talents.</p> <p>At any time, PRODCO should act in a competent and professional manner, consistent with those performed by other first-class television and theatrical production companies in France to mitigate and not aggravate any such costs and to follow DISNEY's direction thereto.</p>
7. PRODCO Fee	<p>10% of DISNEY-approved ingoing Programme Budget for which PRODCO provides PRODCO services (less the following exclusions: (i) PRODCO's Fee; (ii) executive producer fees, if any; (iii) fees relating to insurance, accounting and legal; (iv) residuals, royalties, re-use fees, use fees, repeat fees, buy-out fees, agency fees, (v) contingencies, breakage, or extraordinary talent fees, (if and as approved by DISNEY); or (vi) underlying right fees, if any.</p> <p>Such PRODCO Fee shall be inclusive of all producer and other executive services to be rendered by PRODCO (<i>i.e.</i>, there shall be no EP fees for PRODCO principals or fees for other internal employees in addition to such PRODCO Fee). Such PRODCO Fee shall also be inclusive of any fees to any production companies to whom PRODCO subcontracts (if any and if and as approved by DISNEY). Such PRODCO Fee amounts to €625,359.</p>
8. Bonus	<p><u>On a non-precedential, non-citable basis, solely in light of the circumstances at issue, but applicable for life of Program,</u> provided PRODCO is not in and has not been in uncured material breach of its material obligations, PRODCO shall be entitled to a non-precedential, non-citable, one-time bonus of five percent (5%) of the DISNEY-approved Programme Budget less exclusions (as described above in clause 7 (PRODCO Fee)), provided that such bonus amounts to €312,679.</p> <p>Such bonus shall be payable within thirty (30) days from the initial exhibition of the Programme but on a non-precedential, non-citable basis, solely in light of the circumstances at issue, no later than five (5) months from the delivery of the Programme. No other contingent payments (e.g. deferments, participations, etc.) shall be paid or payable to PRODCO by DISNEY, regardless of the extent of future exploitation of the Programme on any and all platforms, whether affiliated or unaffiliated with DISNEY/The Walt Disney Company.</p>
9. Production Payment Terms	<p>(a) On the condition that PRODCO is not in material uncured breach or default, DISNEY will cash flow 100% of the final Programme Budget (being already agreed VAT shall be advanced by DISNEY subject to recouped VAT being integrated into the approved cash-flow schedule and PRODCO timely applying for recoupment). Payment of the PRODCO Fee will be in accordance with Schedule 2 attached hereto.</p> <p>(b) Subject to clauses 6.3 and 6.4, PRODCO will be responsible for any Overages, except as pre-approved in writing by DISNEY Business Affairs (and provided offsetting savings are not found).</p> <p>(c) PRODCO will not be entitled to retain any underages or Production Incentives, unless specified otherwise in this Agreement.</p> <p>(d) PRODCO agrees to provide DISNEY with customary financial and business reports (e.g., regular production cost reports) regarding the Programme upon DISNEY's reasonable request but, in any event, no less frequently than every fourteen (14) days during shooting and no less than every month for the other production phases from commencement of service through delivery and when such reports are generated for PRODCO's own executives.</p> <p>(e) PRODCO shall ensure that the entire final value of any and all Production Incentive(s) is/are remitted to DISNEY in accordance with DISNEY's instructions. PRODCO acknowledges that the transfer of such Production Incentive(s) to DISNEY is a material condition hereof whose breach by PRODCO will entitle DISNEY, if this default is known by DISNEY and is not cured by PRODCO within fifteen (15) days following the sending of a formal notice with acknowledgement of receipt sent by DISNEY to PRODCO, to terminate this Agreement and any subsequent Long Form Agreement and/or seek</p>



	<p>indemnification.</p> <p>(f) PRODCO shall create and maintain complete and accurate book of accounts and records (and retain all vouchers, receipts and invoices) and DISNEY will have customary audit rights in connection with payment of the final DISNEY-approved Programme Budget. PRODCO shall facilitate such audit process and make available all relevant books and records (including digital). In addition, DISNEY may withhold up to 5% (five percent) of the final DISNEY-approved PRODCO Fee, pending final delivery of and DISNEY's acceptance of all deliverables and services, DISNEY's completion of any audit of the final production costs of the Programme, receipt of the final cost report for the Programme and if applicable, PRODCO successfully applying for and receiving official confirmation of its entitlement to the applicable DISNEY pre-approved Production Incentive(s), but on a non precedential non citable basis, no later than five (5) months from the delivery of the final cost report. DISNEY reserves the right to holdback five percent (5%) of any Bonus pending full receipt by DISNEY of all Production Incentive(s) into its nominated account.</p>
10. Lock	<p>On a non-precedential, non-citable basis, solely in light of the circumstances at issue, notwithstanding anything to the contrary herein, provided that: (i) PRODCO is not in and has not been in breach or default of any of its obligations; (ii) PRODCO has produced the Programme in accordance with DISNEY's requirements; (iii) PRODCO and all of the Key Personnel are ready, willing and able to provide all services that DISNEY deems necessary on a first priority basis pursuant to the DISNEY Development/Production Requirements and the terms of the Parties' long-form agreement; and (iv) the Programme is not based on and/or does not incorporate pre-existing Disney IP (it is hereby acknowledged and agreed that, as of the date of this Agreement, this Programme is not based on and does not incorporate pre-existing Disney IP), then PRODCO shall be "locked" to provide production services on a "work-made-for-hire" basis, on same conditions (proportionally adjusted to the related production budget), subject to DISNEY's approval of the related production budget, for any French speaking program which will be a sequel ("Sequel(s)") of the Programme (subject to DISNEY's takeover, suspension and termination rights).</p> <p>For the duration of PRODCO's lock, PRODCO shall furnish the executive producing services of Hugo Sélignac and/or Nicolas Dumont and/or any producer approved by DISNEY who shall render such services during any and all phases of development and production of any season of the Sequel(s) (i.e., pre-production, principal photography, and post-production). Romain Cogitore directing (and/or any director approved by DISNEY) and François Civil and Lyna Khoudri commitment to play the same role in the Sequel is "of the essence" of PRODCO's lock save only that if the person(s) mentioned in this clause is/are unable to provide services due to death or personal injury, then PRODCO shall be entitled to provide a replacement which DISNEY shall have sole discretion to approve.</p>
11. Derivative Productions	<p>On a non-precedential, non-citable basis, solely in light of the circumstances at issue, PRODCO shall have the first opportunity to submit a customary market offer and any other information required by DISNEY for the provision of production services for a "Spin-Off" (as defined below) of the Programme provided: (i) such Spin-Off is a scripted, live action Programme or episodic series; (ii) PRODCO produced the Programme in accordance with DISNEY's requirements including without limitation the DISNEY development/production requirements; (iii) PRODCO is not in and has not been in breach or default of any of its obligations; (iv) PRODCO and key personnel agreed for the Spin-Off are ready, willing and able to provide all development and production services that DISNEY deems necessary for such Spin-Off on a first priority basis pursuant to the DISNEY development/production requirements and the terms of DISNEY'S then-standard production services agreement, (v) PRODCO remains a production company of similar (or better) stature including with respect to producing at the anticipated budget of the Spin-Off; and (vi) the Programme is not based on and/or does not incorporate Disney IP (it is hereby acknowledged and agreed that as of the date of this Agreement this Programme is not based on and does not incorporate pre-existing Disney IP), If within thirty (30) days of receipt by PRODCO of the notification of the planned</p>



	<p>Spin-Off the Parties are unable to agree on the economic and other essential terms of the relevant production contract, DISNEY will be entitled to negotiate with third parties on the production of such Spin-Off, provided that PRODCO shall then be entitled to receive passive payments in respect of such Spin-Off, to be negotiated and agreed in good faith.</p> <p>For the avoidance of doubt, PRODCO shall have no first opportunity in connection with any foreign version based on the format of the Programme (with the exception of any Spin-Off as defined in the following paragraph below), save that PRODCO shall be entitled to receive passive payments in respect of any foreign versions, to be negotiated and agreed in good faith.</p> <p>“Spin-Off” shall mean a content produced primarily in the Production Territory for initial exhibition on Disney+ which (i) includes as a central, significant character a character who also appeared in the majority of the Programme length, prior to commencement of production of such Spin-Off content or (ii) is a remake of the Programme (i.e., an updated retelling and/or new version of the original Programme using primarily the same main characters). This clause will be applicable to a Spin-Off to be produced in France or in a country (except USA) where PRODCO or the group it belongs to is settled for more than one year upon exercise of the priority.</p>
12. Miscellaneous	<p>DISNEY Approvals: Throughout development and production, PRODCO shall consult with DISNEY in advance and DISNEY will have prior approval over all creative (e.g., above-the-line (“ATL”) and key below-the-line (“BTL”) talent, locations, scripts) financial and business decisions (e.g., budgets, production schedule(s), financial terms of engagement for ATL and BTL personnel, delivery specifications, rights clearances) relating to the Program. For the avoidance of doubt, the Programme and all Development Materials shall be created/produced and delivered by PRODCO to DISNEY per schedules and budgets which are subject to DISNEY’s line-by-line pre-approval.</p>



Schedule 2

PRODCO Fee Payment Schedule

Production Milestone	%
Start of "hard pre-production"	10
Commencement of Principal Photography	20
Mid-Point of PP [and viewing of rushes by Disney Editorial Representative]	10
1 st Day of Edit	10
DISNEY's approval of rough cut	15
DISNEY's approval of fine cut	15
Delivery to DISNEY and DISNEY's acceptance of all remaining Deliverables	15
DISNEY's completed audit and if applicable, PRODCO successfully applying for and receiving official confirmation of its entitlement to the applicable DISNEY pre-approved Production Incentive(s)	5

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Schedule 3
Film Pre-Production Cash Flow & Budget

Société CHI-FOU-MI PRODUCTIONS
Film : UNE ZONE A DEFENDRE de Romain Cogitore

Poste	Libelle	Deja depense au 07/02/2022	Pre-Prepa	Preparation P1	Preparation P2	Preparation P3	Preparation P4	Preparation P5	Preparation P6	Preparation P7	Preparation P8
			07/02 AU 14/02	15/02 AU 17/02	18/02 AU 24/02	25/02 AU 03/03	04/03 AU 09/03	10/03 AU 15/03	16/03 AU 22/03	23/03 AU 29/03	30/03 AU 05/04
1	DROITS ARTISTIQUES	74 696	54 404	5 440						1 500	78 750
11	SUJET	58 096	41 904								50 000
		58 096	41 904								50 000
12	ADAPTATIONS DIALOGUES	12 000									
		12 000									
13	DROITS D'AUTEURS REALISATION		12 500								12 500
			12 500								12 500
14	DROITS MUSICAUX										
15	DROITS DIVERS									1 500	
	Images d'Archive										
	Droits image, photographies, affiche										
	Cleanroom & divers									1 500	
	Sonothèque										
16	TRADUCTIONS ET DACTYLO										
	Traduction scénario										
	Traduction sous titres										
	Duplication										
17	FRAIS SUR MANUSCRITS										
18	DEVELOPPEMENT										
	Frais Préliminaires										
19	AGENTS LITTERAIRES ET CONSEILS	4 600		5 440							16 250
	Agent Auteur	4 600		5 440							6 250
	Conseils et avis										10 000
2	PERSONNEL	24 688	73 763	16 537	27 476	47 177	50 517	55 193	51 263	63 969	66 222
21	PRODUCTEURS										
	Producteur exécutif France										
22	REALISATEURS TECHNICIENS		10 714			7 143				7 143	
PREPA	Réalisateur techniques		10 714			7 143				7 143	
23	EQUIPE PREPARATION ET TOURNAGE	17 849	57 096	9 985	14 835	19 326	20 892	26 827	22 897	25 772	34 216
231	DIRECTION ADMINISTRATION										
	Directeur de production	5 280	5 280	2 639	2 639	2 639	2 639	2 639	2 639	2 639	2 639
	Administrateur de production	3 184	1 592	1 592	1 592	1 592	1 592	1 592	1 592	1 592	1 592
	Administrateur adjoint	1 012	1 012	1 012	1 012	1 012	1 012	1 012	1 012	1 012	1 012
	Assistant comptable de production							485	485	485	485
	Secrétaire de production			1 012			1 012	1 012	1 012	1 012	1 012
	Autre personnel affecté à la production		900	900		900		900	900	900	900
232	REGIE										
	Régisseur adjoint FR			1 415	1 415	1 415	1 415	1 415	1 415	1 415	1 415
	Régisseur Adjoint FR				1 012	1 012	2 024	3 036	3 036	3 036	3 036
	Auxiliaire Régie FR + RENFORTS	1 841	485		485		485		485		970
233	MISE EN SCENE TECHNICIENS										
	1er au réalisateur	4 240	2 830	1 415	1 415	1 415	1 415	1 415	1 415	1 415	1 415
	2e au réalisateur	221					1 012	1 012	1 012	1 012	1 012
	3e au réalisateur									485	485
	Scripte	540					1 349				1 349
	Chargé de film				1 012	1 012	1 012	1 012	1 012	1 012	1 012
	Aux chargé de film					485	485	485	485	485	485
	Requiem	5 714	22 645								
	Casting - 1er Ass Distribution des rôles + ass		18 085								
	Rayforts MES										
234	CONSEILLERS SPECIALISES										

Plan de trésorerie - France en Euros

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11/02/2022



Société CHI-FOU-MI PRODUCTIONS

Film : UNE ZONE A DEFENDRE de Romain Cogitore

Poste	Libellé	Deja dépense au 07/02/2022	Pre-Prepa	Préparation P1	Préparation P2	Préparation P3	Préparation P4	Préparation P5	Préparation P6	Préparation P7	Préparation P8
			07/02 AU 15/02	15/02 AU 17/02	18/02 AU 24/02	25/02 AU 01/03	02/03 AU 09/03	09/03 AU 15/03	16/03 AU 22/03	23/03 AU 29/03	30/03 AU 05/04
	Personnel affecté aux SFX FR							4 900		3 450	
	Responsable des enfants										
	Personnel affecté aux armes										
	Personnel affecté aux animaux										
235	PRISES DE VUES										
	Chef Opérateur Prises de vues		2 675			2 675	2 675	2 675	2 675		
	Cadeur										
	1er Ass Opérateur				781						1 302
	2ème Ass Opérateur				607						1 012
	Technicien retour image										485
	Cadeur scénariste										
236	MACHINERIE & ECLAIRAGE										
	Chef Machiniste					1 152					691
	Machiniste										571
	Bijoutier										
	Chef Electricien					1 152					691
	Electriciens										951
	Rendfort Electric Machine										
237	PRISES DE SON										
	Chef Opérateur Son										1 860
	Assistant opérateur Son+Rendfort										1 217
	Ajout personnel affecté au son										
238	COSTUMES										
	Chef costumier				1 860	1 860	1 860	1 860	1 860	1 860	1 860
	Costumier				1 005	1 005	1 005	1 005	1 005	1 005	1 005
	Habilleur							857	857	857	857
	Auxiliaire aux costumes										485
	Rendfort										
239	MAQUILLAGE - COIFFURE										
	Chef maqu										1 260
	Ass Maquilleur										
	Rendfort										
	Chef Maquilleur MPX									1 200	
	Ass Maquilleur MPX									900	
	Chef coiff										1 250
	Ass Coiffeur										
	Rendfort										
24	EQUIPE DECORATION	2 639	5 383	4 496	11 053	11 053	12 303	14 037	14 037	14 261	15 473
241	CREATION & AMEUBLEMENT	2 639	2 639	2 639	2 639	2 639	2 639	2 639	2 639	2 639	2 639
	1er ASS DECO	2 744	1 372	1 372	1 372	1 372	1 372	1 372	1 372	1 372	1 372
	2EME ASS DECO			1 250	1 250	2 500	2 500	2 500	2 500	2 500	2 500
	3EME ASS DECO			485	485	485	485	970	970	970	970
	Illustrateur										
242	AMEUBLEMENT										
	Ensembleur				1 372	1 372	1 372	1 372	1 372	1 372	1 372
	Regisseur d'estréteur				1 250	1 250	1 250	1 250	1 250	1 250	1 250
	Acommodiste de décor				1 212	1 212	1 212	1 212	1 212	1 212	1 212
	Machiniste Construction / Rippeur				988	988	988	988	988	1 976	1 976
	3EME ASS DECO Maillage				485	485	485	485	485	970	970
243	ACCESSOIRISATION DE PLATEAU										
	Acommodiste de Plateau										1 212
244	EXECUTION										
	Chef tapissier de décor							1 349	1 349		
25	MAIN D'OEUVRE DECOR				1 438	9 055	14 814	13 729	13 729	16 193	13 727
	CONSTRUCTION										
	Chef Constructeur				1 438	1 438	1 438	1 438	1 438	1 437	1 437
	MENUISERIE										

Plan de trésorerie - France en Euros

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Société CHI-FOU-MI PRODUCTIONS

Film : UNE ZONE A DEFENDRE de Romain Cogitore

Poste	Libellé	Deja dépense au 07/02/2022	Pre-Prepa	Préparation P1	Préparation P2	Préparation P3	Préparation P4	Préparation P5	Préparation P6	Préparation P7	Préparation P8
			07/02 AU 10/04	11/04 AU 17/04	18/04 AU 24/04	25/04 AU 01/05	02/05 AU 08/05	09/05 AU 15/05	16/05 AU 22/05	23/05 AU 29/05	30/05 AU 05/06
	Chef Menuisier										
	Menuisier Titres					6 517	6 517	6 517	6 517	6 517	6 517
	PEINTURE										
	Chef Peintre						1 215	1 215	1 215	1 215	1 215
	Peintre + Assistant						4 344	3 259	3 259	3 259	3 258
	SERRURERIE ET MECANIQUE										
	Chef Serrurier									1 260	
	ELECTRICITE										
	Chef Electricien Construction									1 205	
	INDEMNITES					1 100	1 300	1 300	1 300	1 300	1 300
26	MONTAGE ET FINITION			1 486							1 486
261	MONTAGE			1 486							1 486
	Coordinateur Post Production										
	Chef monteur										
	Monteur Adjoint										
	Monteur Son + Adjoint										
263	FINITIONS SONORES										
	Mixer + Ass. Auditeur + Bruiteur										
264	FINITIONS IMAGE										
	Fluteur										
28	DIVERS PRESTATIONS	4 200			150	600	600	600	600	600	750
	Prestation Personnel netes	4 200									
	Divers stagiaires				150	600		600	600	600	750
29	AGENTS ARTISTIQUES		570	570			1 908				570
	Agent réalisateur		570	570			570				570
	Agent technique						1 338				
3	INTERPRETATION							1 100	2 200	2 200	2 200
31	ROLES PRINCIPAUX										
311	ROLE GREG										
	ROLE										
32	ROLES SECONDAIRES										
321	ROLES SECONDAIRES										
33	PETITS ROLES										
331	PETIT ROLES										
34	DOUBLURES ET DIVERS							1 100	2 200	2 200	2 200
	Doubleurs & cascadeurs							1 100	2 200	2 200	2 200
35	FIGURATION										
	Silhouettes & Figurants										
36	PERSONNEL ARTISTIQUE APRES TOURNAGE										
	Acteurs synchro										
37	PERSONNEL MUSIQUE										
	Musiciens										
39	AGENTS ARTISTIQUES										
	Agents roles principaux										
	Agents roles secondaires & petits roles & PS										
4	CHARGES SOCIALES ET FISCALES	14 500	19 250	17 010				56 618			198 027
41											
411	CHARGES SOCIALES France	14 500	19 250	17 010				56 618			198 027
412	TAXES (Cotie* Synd, CVAE, Ognic & taxe CNC)										
5	DECORS ET COSTUMES		18 000	26 000	34 000	14 350	32 500	24 000	47 100	51 500	51 500

Plan de trésorerie - France en Euros

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Société CHI-FOU-MI PRODUCTIONS

Film : UNE ZONE A DEFENDRE de Romain Cogitore

Poste	Libelle	Deja dépensé au 07/02/2022	Pre-Prépa	Préparation P1	Préparation P2	Préparation P3	Préparation P4	Préparation P5	Préparation P6	Préparation P7	Préparation P8
			07/02 AU 10/04	11/04 AU 17/04	18/04 AU 24/04	25/04 AU 01/05	02/05 AU 08/05	09/05 AU 15/05	16/05 AU 22/05	23/05 AU 29/05	30/05 AU 05/06
51	STUDIO				500						
511	ESSAIS				500						
512	PLATEAU & ANNEXES										
	Suisses										
52	DECORS NATURELS		8 000	23 500	3 500	11 500	3 500	18 500	13 500	44 500	
521	LOCATIONS LIEU DE TOURNAGE			22 000				15 000		10 000	
	Lieux de tournage France										
	Indemnités logement & studio, autorisations, arbores, décharges										
	Locaux annexes										
	Loges									10 000	
	Ateliers		8 000				8 000				8 000
	Stationnements										
522	PRESTATIONS										
	Véhicules										3 000
	Confortement					3 500	3 500	3 500	3 500	3 500	3 500
	Electricité										
	Coûtant/ EOL			1 500							
	Entretien des déchets										
	Remise en état										
	Divers										
53	AMENAGEMENT DECORS		10 000	8 000	8 000	9 600	10 000		10 000	8 000	4 000
	Achats		10 000	8 000	8 000		10 000		10 000		4 000
	Locations					9 600				8 000	
54	MEUBLES ET ACCESSOIRES			4 000		1 250	6 000	4 500	1 600	2 000	2 000
	Meubles & Accessoires France			4 000			4 000		1 600		
	Accessoires de tournage						2 000	2 000		2 000	2 000
	Armes & Munitions										
	Infographie					1 250		2 500			
55	ANIMAUX										
	Animaux										
56	MOYENS DE TRANSPORT									16 000	
	Véhicules									16 000	
57	EFFETS SPECIAUX & CASCADES								7 000	2 500	
	Effets spéciaux climatiques								4 000		
	Effets pyrotechniques								3 000		
	Cascades									2 500	
	Moyens de sécurité										
58	COSTUMES		14 000	2 000			5 000	4 000	10 000	7 000	
581	Achats		10 000				5 000			5 000	
582	Locations								10 000		
583	Fournitures			2 000						2 000	
584	Atelier et matériel		4 000					4 000			
59	POSTICHES ET MAQUILLAGE							12 000		2 500	1 000
591	Masques et postiches							12 000			
592	Postiches et coiffures										1 000
593	Fournitures									2 500	
6	TRANSPORTS-DEFFRAIEMENTS-REGIE	2 246	14 100	21 150	11 850	28 400	10 650	19 050	79 260	13 650	61 650
61	DEPLACEMENTS AVANT TOURNAGE	2 246	5 900	6 100	7 700	28 250	10 500	12 500	35 110	12 500	25 500
611	Frais producteur		500			750			750		500
612	Voyages du personnel	1 590	2 000		1 500		2 000		2 360		5 000
613	Transports du personnel	202	1 500	1 500	1 600	2 500	3 500	3 500	4 000	4 500	5 000
614	Hébergements		400	1 600	1 600	20 000			20 000		10 000

Plan de trésorerie - France en Euros

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Société CHI-FOU-MI PRODUCTIONS
Film : UNE ZONE A DEFENDRE de Romain Cogitore

Poste	Libelle	Deja depense au 07/02/2022	Pre-Prepa	Preparation P1	Preparation P2	Preparation P3	Preparation P4	Preparation P5	Preparation P6	Preparation P7	Preparation P8
615	Repas	454	07/02 AU 10/04	11/04 AU 17/04	18/04 AU 24/04	25/04 AU 01/05	02/05 AU 08/05	09/05 AU 15/05	16/05 AU 22/05	23/05 AU 29/05	30/05 AU 05/06
616	Divers		1 500	3 000	3 000	5 000	5 000	9 000	8 000	8 000	10 000
62	TOURNAGE										25 000
621	Voyages des personnes										
622	Voyages des matériels										
623	Transport du personnel										
624	Transport des matériels & convoiages véhicules techniques										11 000
625	Transport de/vers Animaux										14 000
626	Cafetaria										
627	Frais Divers : Péages toll parking										
63	DEFAIEMENTS REGION PARISIENNE								30 000		10 000
631	Repas Collectifs										10 000
632	Indemnités Repas										
633	Table régie										
634	Hébergements								30 000		
635	Déplacements										
64	DEFAIEMENTS REGION										
641	Repas Collectifs										
642	Indem Repas										
643	table régie										
644	Hébergements										
645	Déplacements										
65	DEFAIEMENTS ETRANGER										
	Repas Collectifs										
	Indem repas (nourri & frictions) + Cedi										
	Frais de Séjour : hôtels										
	Déplacements équipe Française										
66	DEPLACEMENTS APRES TOURNAGE										
	Techniciens & Divers										
67	TRANSITAIRES & DOUANES										
	Transitaire France										
68	BUREAUX & FRAIS AFFERENTS		6 700	8 050	4 150	150	150	6 550	5 150	1 150	1 150
	Location Bureaux Paris		6 000	6 400	4 000			6 400	4 000	1 000	1 000
	Fournitures de bureau + indem + aspirateur		700	150							
	Entretien Bureaux			150	150	150	150	150		150	150
69	REGIE & DIVERS		1 500	7 000					9 000		
691	Communication		500						500		
692	Frais de comptes			3 000					4 500		
693	Dépenses diverses										
694	Autres dépenses de régie		1 000	4 000					4 000		
7	MOYENS TECHNIQUES								1 500	3 500	52 500
71	PRISES DE VUES PELLIC. OPTIQUE									600	22 000
	Caméra										22 000
	Caméra Supplémentaire										
	Zoom										
	Location Accessoires+										
	Roulettes										
	Fournitures									600	
72	MATERIELS ADDITIONNELS								1 500		
	Sauvegarde gestion rushes+dl								1 500		
73	MACHINERIE									500	5 500
	Machinerie										5 500
	Autres moyens										
	Ones et accessoires										
	Harnais et Simulacran										

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Société CHI-FOU-MI PRODUCTIONS

Film : UNE ZONE A DEFENDRE de Romain Cogitore

Poste	Libellé	Deja dépense au 07/02/2022	Pre-Prépa	Préparation P1	Préparation P2	Préparation P3	Préparation P4	Préparation P5	Préparation P6	Préparation P7	Préparation P8
			07/02 AU 10/04	11/04 AU 17/04	18/04 AU 24/04	25/04 AU 01/05	02/05 AU 08/05	09/05 AU 15/05	16/05 AU 22/05	23/05 AU 29/05	30/05 AU 05/06
	Tous Bares Installations spécifiques										
	Matériels supplémentaires										
	Bijoux										
	Fournitures									500	
74	ECLAIRAGE									1 800	25 000
	Groupe & Capteurs + Inspecteur FR										10 000
	Location Matériel FR										15 000
	Lampes										
	Céramiques									1 000	
	Matériels Supplémentaires										
	Bijoux										
	Fournitures									800	
75	SON									600	
	Forfait Matériel Son										
	Matériel Supplémentaire										
	Teknik Wallie										
	Consommables									600	
76	PELLICULE & SUPPORTS										
	Disques durs										
77											
78											
8	PELLICULES LABORATOIRES										
81	MONTAGE & SONORISATION										
811	Montage Image										
812	Montage Son										
813	Prévisions										
814	Prévisions son										
815	Prévisions post synchro - direction										
816	Auditorium										
82	LABO ARGENTIQUE										
83	LABO NUMERIQUE										
	Avant tournage										
	Traitement des rushes										
	Travaux après montage										
84	VFX										
	Images Numériques										
85	GENÉRIQUES & FILM ANNONCE										
	Génériques & FA										
86 à 89	LABORATOIRE										
	Éléments de livraison										
	Sous-titrage & audio-description										
	Labo Photo										
	Conservation										
9	ASSURANCES ET DIVERS	2 000		21 000					5 000		
91	ASSURANCES			21 000							
	RC - Honoraires - Rachat franchises - Véhicules de jet			21 000							
92	PUBLICITE										
	DVD Coques										
93	FRAIS D'ACTES ET CONTENTIEUX	2 000							5 000		
	RCA et contentieux	2 000							5 000		

Plan de trésorerie - France en Euros

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Société CHI-FOU-MI PRODUCTIONS

Film : UNE ZONE A DEFENDRE de Romain Cogitore

Poste	Libellé	Deja dépense au 07/02/2022	Pre-Prépa	Préparation P1	Préparation P2	Préparation P3	Préparation P4	Préparation P5	Préparation P6	Préparation P7	Préparation P8
			07/02 AU 10/04	11/04 AU 17/04	18/04 AU 24/04	25/04 AU 01/05	02/05 AU 08/05	09/05 AU 15/05	16/05 AU 22/05	23/05 AU 29/05	30/05 AU 05/06
	CERTIFICATION DES COMPTES										
	CNC										
	SYNDICAT										
	CVAR										
94	FRAIS FINANCIERS										
	Frais Bancaires										
	Frais Financiers										
	TOTAL HT	118 130	179 517	107 137	73 326	89 927	93 667	155 961	186 323	136 319	510 849
	CUMUL HT	118 130	297 647	404 784	478 110	568 037	661 703	817 664	1 003 987	1 140 306	1 651 155
	TVA		6 534	10 632	4 730	8 550	9 012	8 610	16 572	14 030	34 404
	TVA DEDUCTIBLE (M-2)		-6 534	-10 632	-4 730	-8 550	-9 012	-8 610	-16 572	-14 030	-34 404
	SOLDE TVA		6 534	10 632	-1 764	-2 082	4 242	60	7 561	5 420	17 922
	TOTAL AVEC TVA	118 130	186 051	117 769	71 562	87 845	97 908	156 021	193 884	141 739	528 771
	CUMUL	118 130	304 181	421 950	493 512	581 357	679 265	835 286	1 029 169	1 170 908	1 699 679



Schedule 4
Film Pre-Production Services & Materials Delivery Schedule

a) “Soft preparation” (February 7, 2022 to April 10, 2022)

UNE ZONE A DEFENDRE // RÉTROPLANNING PRE-PREPA

PRE - PREPARATION // Du 7 février au 8 avril 2022																																																																					
S-17							S-16							S-15							S-14							S-13							S-12							S-11							S-10							S-9													
FÉVRIER														FÉVRIER														FÉVRIER														MARS														AVRIL													
L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D																					
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10							
REPERAGES ZAD / MAISON SUZANNE ET AUTRES DECORS																																																																					
RECHERCHE COLLABORATEURS ARTISTIQUES ET TECHNICIENS																																																																					
ETUDE PLAN DE TRAVAIL V1																																																																					
CASTING ROLES SECONDAIRES ET PETITS ROLES																																																																					

b) “Hard preparation” (April 11, 2022 to June 5, 2022)

PREPARATION // Du 11 avril au 3 juin 2022																																																							
S-8						S-7						S-6						S-5						S-4						S-3						S-2						S-1													
AVRIL												MAI												JUN																															
L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D																					
11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5
VALIDATION DES DECORS / REPERAGES ARTISTIQUES												LECTURES ET REPETITIONS COMEDIENS / PREPARATION												GROSSES SCENES DE FIGURATION																															
CASTING PETITS ROLES / SILHOUETTES / FIGURATION																																																							
PREPARATION DES COSTUMES																																																							
PREPARATION DECO / CONSTRUCTION DE LA ZAD																																																							
ESSAIS CAMERA						LECTURE TECHNIQUE						DECOUPAGE TECHNIQUE												REPERAGES TECHNIQUES												CHARGEMENTS																			
REPETITIONS CASCADES ET MISE EN PLACE SFX/VFX																																																							
TOURNAGE SEQ, REVE GREG																																																							



Schedule 5
Marketing assets

1. Assets: Shooting

(8 to 10 days of presence of Disney's service provider on set)

- ON SET VIDEO BEHIND THE SCENE (cast + director + producer) *for PR, Partnerships, Marketing/Promo/Advertising (All media), Digital use.*
Wish-list includes:
 - Footage on set
 - Interviews on set (including a "day with" sequence)
 - Featurette on set (video bonus including a "where does the show comes from" sequence)
 - One liners on set (talents quotes and greetings)
- ON SET PHOTOS: for In app, PR, Partnerships, Marketing/Promo/ Advertising (All media), Digital use.
*Need photos and stills that have as much variety as possible. Wish-list includes:
 - >Cool set shots empty of people.
 - >Wide shots of set (panoramic).
 - > Close-ups of high-detail aspects of sets.
 - >Shots on set in-scene (not BTS) - standard production stills.
 - >Close-ups of cool props, costumes, vehicles, any fun details.
 - >Talent in costume. In addition to standard photos, capture some from behind or at distance so can avoid talent approvals for more "action" shots capturing show scenes.
 - >Behind the scenes photos of cast & crew between takes, at work and at play.
 - >Photos of any office walls covered in reference materials (storyboards, set design compositions, etc.).

2. Assets: 2 days dedicated post shooting: (availability of talents requested: cast, director, creator, producer)
Studio or special location hired by Disney service provider. HMC requested.

- SPECIFIC VIDEO PR INTERVIEW: talents interviews for public relations' purposes
- SPECIFIC KEY VISUAL PHOTO SESSION WITH TALENTS: creation of the show key visual for the marketing campaign
- SPECIFIC DOOH (Digital Out of Home) VIDEO SESSION: creation of the show animated advertising for outdoor digital billboards

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Schedule 6

Locked Production Budget

(not including PRODCO Fee and Bonus nor Covid Budget, cf. Schedule 7)

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Schedule 7
COVID Budget



Schedule 8
Data Protection Notice

Disney Data Protection Notice

**For cast & crew & other contributors engaged by
third party production companies**

For the purposes of applicable data protection laws, including Dutch GDPR Implementation Act 2018, French law “Loi Informatique et Liberté n°78-17” 1978 as amended and/or the General Data Protection Regulation (EU 2016/679) (“**GDPR**”), as applicable, this Notice describes the processing of personal data by The Walt Disney Company (Benelux) BV, a company incorporated under the laws of the Netherlands, having its registered office at De Passage 144, 1101 AX Amsterdam, The Netherlands (“**Disney**” or “**we/us**”) in the course of and/or as a result of the production you are taking part to (the “**Production**”), commissioned by Disney to a third party production company (the “**Production Company**”).

This Notice applies to all cast, crew, writers, featured guest performers, artists and other individuals contributing to and/or providing services and/or filming location(s) in relation to the Production, including minors, if any (the “**Cast & Crew**”) and their parent/s or legal guardian/s (the “**Legal Guardians**”, together with the Cast & Crew the “**Data Subjects**”).

This Notice describes how Disney processes the Data Subjects’ personal data, which the Production Company may share with Disney in connection with the Production (the “**Personal Data**”).

The collection and processing of the Personal Data by the Production Company is independent from Disney and subject to the Production Company’s data protection notice and privacy practices. Please refer to their documents for further information.

Data Controller contact details

Disney acts as the data controller of the Personal Data processed in accordance with this Notice. For any

**Notification relative à la protection des données
personnelles**

**Pour les acteurs & membres de l'équipe de
tournage & autres contributeurs engagés par des
sociétés de production tierces**

Aux fins des lois applicables en matière de protection des données, y compris la loi néerlandaise de 2018 sur la Mise en Oeuvre du RGPD, la Loi Informatique et Liberté n°78-17 du 6 janvier 1978 telle que modifiée et/ou le règlement général sur la protection des données (UE 2016/679) (“**RGPD**”), selon le cas, la présente Notification décrit le traitement des données personnelles par The Walt Disney Company (Benelux) BV, une société constituée en vertu du droit néerlandais, dont le siège social est situé à De Passage 144 - 1101 AX Amsterdam (“**Disney**” ou “**nous**”) dans le cadre et/ou résultant de la production à laquelle vous participez (la “**Production**”), commandée par Disney à une société de production tierce (la “**Société de Production**”).

La présente Notification s'applique à tous les acteurs, membres de l'équipe de tournage, scénaristes, auteurs, artistes et toute autre personne contribuant à la Production et/ou fournissant des services et/ou des lieux de tournage en rapport avec la Production, y compris les mineurs, le cas échéant (les “**Acteurs & Equipe**”) et leurs parents ou tuteurs légaux (les “**Tuteurs Légaux**”, désignés ci-après avec les Acteurs & Equipe comme les “**Personnes Concernées**”).

La présente Notification décrit la manière dont Disney traite les données personnelles des Personnes Concernées, que la Société de Production peut partager avec Disney dans le cadre de la Production (les “**Données personnelles**”).

La collecte et le traitement des Données Personnelles par la Société de Production sont indépendants de Disney et soumis aux règles et aux pratiques de protection des données de la Société de Production. Veuillez vous référer à leurs documents pour de plus amples informations.

Coordonnées du Responsable de Traitement

Disney agit en tant que responsable du traitement des Données personnelles traitées conformément à



question in relation to this Notice, you can contact Disney by e-mailing dataprotection@disney.co.uk.

la présente Notification. Pour toute question relative à la présente Notification, vous pouvez contacter Disney par email à dataprotection@disney.co.uk.

Types of Personal Data we collect

The Personal Data processed by Disney include the following:

- a) Contact information: name, age, job title, employer and contact details such as address and email address (applicable to Cast & Crews and Legal Guardians);
- b) Personal data exploited in connection with the Production: names, likenesses and voices, and biographical material (not applicable to Legal Guardians).

Types de Données Personnelles que nous collectons

Les Données Personnelles traitées par Disney sont les suivantes :

- a) Informations de contact : nom, âge, titre du poste, employeur et coordonnées telles que l'adresse postale et l'adresse email (applicable aux Acteurs & Equipe et aux Tuteurs légaux) ;
- b) Données personnelles exploitées dans le cadre de la Production : noms, images et voix, et éléments de biographie (non applicable aux Tuteurs Légaux).

How we have collected the Personal Data

Disney has obtained the Personal Data from the Production Company under a lawful legal basis, as described below.

Comment nous avons collecté les Données Personnelles

Disney a obtenu les Données Personnelles par la Société de Production en vertu d'une base légale adaptée, telle que décrite ci-dessous.

Purpose of and Legal Basis for the Processing

The Personal Data are processed for purposes connected to the Production, in particular:

- a) To identify Cast & Crews' contribution to the Production and any underlying material, for producing and exploiting the Production and any underlying material as well as for the promotion thereof and any further uses that Disney deems appropriate, in accordance with the releases, agreements and other contractual documents for the assignment of rights in the Production to Disney, that you have entered into with the Production Company and/or with other third parties engaged by the Production Company and/or directly with us. In this latter case, the activities under this point a) are necessary for us to perform the agreement you have entered with us. In the other cases, the activities under this point a) are in any case necessary for the legitimate interests pursued by Disney, which we have balanced with Data Subjects rights and expectations.
- b) To protect and defend the rights of Disney in the Production, in particular to verify the chain of title. The activities under this point

Objectifs et base juridique du traitement

Les Données Personnelles sont traitées à des fins liées à la Production, en particulier :

- a) Identifier la contribution des Acteurs & Equipe à la Production et à tout matériel lié à la Production, pour la production et l'exploitation de la Production et de tout matériel correspondant ainsi que pour leur promotion et toute autre utilisation que Disney juge appropriée, conformément aux autorisations, accords et autres documents contractuels pour la cession des droits à Disney sur la Production, que vous avez conclus avec la Société de Production et/ou avec des tiers engagés par la Société de Production et/ou directement avec nous. Dans ce dernier cas, les activités visées au point a) sont nécessaires pour nous permettre d'exécuter le contrat que vous avez conclu avec nous. Dans les autres cas, les activités visées au point a) sont en tout état de cause nécessaires aux intérêts légitimes poursuivis par Disney, que nous avons mis en balance avec les droits et les attentes des Personnes Concernées.
- b) Protéger et défendre les droits de Disney dans la Production, en particulier pour vérifier la chaîne des droits. Les activités visées au point b) sont nécessaires



b) are necessary for the legitimate interests pursued by Disney, which we have balanced with Data Subjects rights and expectations.

pour les intérêts légitimes poursuivis par Disney, que nous avons mis en balance avec les droits et les attentes des Personnes Concernées.

The Data Subjects can object at any time to the processing activities under point a) and b) above based on our legitimate interests, but we may have overriding legitimate grounds to continue processing, including for the establishment, exercise or defence of legal claims.

La Personne Concernée peut s'opposer à tout moment aux activités de traitement visées aux points a) et b) ci-dessus sur la base de nos intérêts légitimes, mais nous pouvons avoir des motifs légitimes prépondérants pour poursuivre leur traitement, notamment pour la constatation, l'exercice ou la défense de droits en justice.

- c) For the performance of legal obligations with respect to any duties arising out in relation to the Production.

- c) Pour l'exécution d'obligations légales en ce qui concerne toute obligation découlant de la Production.

Sharing of the Personal Data

Disney may make the Personal Data available to Disney affiliated entities, performing services on our behalf or acting as independent data controllers (e.g. when they are assigned with rights in the Production), as well as to other third party service providers ("recipients") around the world for the purposes set out in this Notice.

Any transfer of personal data outside of the UK and/or the European Economic Area will be done either because:

- Disney or the recipients are processing personal data in a territory which is subject to a current finding under applicable data protection law that the territory provides adequate protection for the privacy rights of individuals; or,
- where there is no such adequacy finding, Disney and the recipients, in accordance with intra-group or other contractual agreements containing Standard Contractual Clauses (SCC) approved by the European Commission participate in a valid cross-border transfer mechanism under applicable data protection law, so that Disney can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals.

Partage des Données Personnelles

Disney peut mettre les Données Personnelles à la disposition d'entités appartenant au groupe Disney, réalisant des prestations pour notre compte ou agissant en tant que responsables de traitement indépendants (par exemple, lorsque ces entités sont cessionnaires des droits dans la Production), ainsi qu'à d'autres prestataires de services tiers ("destinataires") dans le monde aux fins énoncées dans la présente Notification.

Tout transfert de données personnelles en dehors du Royaume-Uni et/ou de l'Espace économique européen sera effectué soit parce que :

- Disney ou les destinataires traitent des données personnelles dans un territoire ayant fait l'objet d'une décision d'adéquation encore en vigueur, en vertu de la législation applicable en matière de protection des données, selon laquelle le territoire offre une protection adéquate des données personnelles ; ou,
- en l'absence d'une telle décision d'adéquation, Disney et les destinataires, conformément à des accords intra-groupe ou à d'autres accords contractuels incluant les Clauses Contractuelles Types (CCT) approuvées par la Commission Européenne, participent à un mécanisme de transfert transfrontalier valable en vertu de la législation applicable en matière de protection des données, de sorte que Disney puisse assurer que les garanties appropriées sont en place pour assurer un niveau de protection adéquat en ce qui concerne les données personnelles.



Where we share the Personal Data outside of the Disney group, we put in place appropriate contractual protections to protect them, in addition to entering into SCC where necessary.

We may also disclose the Personal Data where we are required, permitted or authorised by law to do so, or where necessary for the purpose of, or in connection with, legal proceedings or to defend legal rights, or cooperate with investigations carried out by the police, government or regulators.

Where and How will the Personal Data Be Stored

The Personal Data will be stored securely on our electronic systems. Only relevant members of staff will have access to your personal data.

We have implemented technical, administrative, and physical security measures that are designed to protect the Personal Data from unauthorized access, disclosure, use, and modification. We regularly review our security procedures to consider appropriate new technology and methods.

How Long Will We Retain the Personal Data

Disney will store the Personal Data for the length of time needed to fulfil the purposes outlined in this Notice (e.g. for the period of the rights held by Disney) and in accordance with Disney's corporate retention policies, unless a longer retention period is required or permitted by law.

Exercise of rights

You have the right to request information about the processing of your Personal Data and a copy of it, to have your Personal data corrected, erased, if factually inaccurate, incomplete or irrelevant to the purposes of the processing, as well as to object to the processing based on our legitimate interest.

If you wish to exercise any of these rights you can do so by e-mailing your request to dataprotection@disney.co.uk.

Lorsque nous partageons des Données Personnelles en dehors du groupe Disney, nous mettons en place des protections contractuelles appropriées pour les protéger, en plus de conclure des CCT si nécessaire.

Nous pouvons également divulguer les Données Personnelles lorsque la loi nous y oblige, nous le permet, ou lorsque cela est nécessaire dans le cadre d'une procédure judiciaire ou pour défendre des droits, ou pour coopérer à des enquêtes menées par la police, le gouvernement et/ou des organismes de réglementation.

Où et comment les données personnelles seront-elles stockées ?

Les Données Personnelles seront stockées en toute sécurité dans nos systèmes informatiques. Seuls les membres du personnel concernés auront accès à vos données personnelles.

Nous avons mis en place des mesures de sécurité techniques, administratives et physiques destinées à protéger les Données Personnelles contre tout accès, divulgation, utilisation et modification non autorisés. Nous révisons régulièrement nos procédures de sécurité afin de prendre en compte les nouvelles technologies et méthodes appropriées.

Combien de temps conserverons-nous les Données Personnelles ?

Disney conservera les Données Personnelles pour la durée nécessaire à la réalisation des objectifs décrits dans la présente Notification (par exemple, pour la période des droits détenus par Disney) et conformément aux règles de conservation du groupe Disney, à moins qu'une période de conservation plus longue ne soit requise ou autorisée par la loi.

Exercice des droits

Vous avez le droit de demander des informations sur le traitement de vos Données Personnelles et une copie de celles-ci, de faire rectifier, effacer vos Données personnelles, si elles sont factuellement inexactes, incomplètes ou non pertinentes aux fins du traitement, ainsi que de vous opposer au traitement fondé sur notre intérêt légitime.

Si vous souhaitez exercer l'un de ces droits, vous pouvez faire votre demande par email à dataprotection@disney.co.uk.



Subject to applicable laws, if you are not satisfied with the way we process your Personal Data, you also have the right to complaint to the Dutch Data Protection Authority (contact details available at <https://autoriteitpersoonsgegevens.nl/en/contact-dutch-dpa/contact-us>) or to the CNIL (contact details available at <https://www.cnil.fr/fr/>) as the case may be.

All the above rights are also granted to minors, which this Notice applies to. However, a minor will be able to exercise them when reaching the legal age to exercise such rights under applicable law. Until that moment, the Legal Guardian(s) can exercise the above rights on the minor's behalf.

Si vous n'êtes pas satisfait de la manière dont nous traitons vos Données Personnelles, vous avez également le droit de déposer une plainte auprès de l'Autorité de Protection des Données Personnelles Néerlandaise (informations de contact disponibles sur <https://autoriteitpersoonsgegevens.nl/en/contact-dutch-dpa/contact-us>) et/ou auprès de la CNIL (informations de contact disponibles sur <https://www.cnil.fr/fr/>), selon le cas.

Tous les droits susmentionnés sont également accordés aux mineurs, auxquels s'applique la présente Notification. Toutefois, un mineur pourra les exercer lorsqu'il aura atteint l'âge légal pour exercer ces droits en vertu de la loi applicable. Jusqu'à ce moment, le ou les Tuteurs Légaux peuvent exercer les droits susmentionnés au nom du mineur.

- End of Schedule 8 -



Schedule 9
Minimum Information Security Requirements

The following requirements are the minimum expected to be implemented and any reference to 'industry standard' shall mean the standard generally accepted in the information security industry and Service Provider acknowledges that Disney is relying on the Service Provider's expertise to determine what is the appropriate measure to apply.

1. PRODCO shall and ensure its permitted Subcontractors and agents ("***Service Provider Personnel***") shall:

General

- 1.1 At all times maintain and utilize industry standard measures to ensure the ongoing security, confidentiality, integrity and availability of Service Provider's systems and services and the Processing of Disney Data.
- 1.2 Maintain secure network connections while transferring Disney Data by utilizing industry standard encryption technology and protocols, including without limitation, the following:
 - (a) Utilize cryptographic protocols, such as, at a minimum, the then-current version of Transport Layer Security to secure all communications;
 - (b) Perform server verification to verify the identity of a server before establishing a connection with such server; and
 - (c) Implement certificate pinning in any software applications that Process any Disney Data.
- 1.3 Store all Disney Data, without regard to the device or other media on which such Disney Data is stored, securely in an encrypted format utilizing industry standard encryption technology, with a minimum of AES-128 encryption, and otherwise in accordance with Applicable Laws.
- 1.4 Utilize security key management and other measures to ensure that encrypted Disney Data is not lost or irretrievable should the encryption keys become unavailable.
- 1.5 Ensure that all inbound and outbound remote access, or any file transfers utilize an industry standard end-to-end encryption method.
- 1.6 Utilize a Disney-approved remote access solution when accessing Disney Computer Systems.
- 1.7 Maintain a firewall at all logical demilitarized zones and internet connection points, with access control restricted to that required for authorized use of Service Provider systems and applications.
- 1.8 Prevent possible bridging of Disney Computer Systems with non-Disney networks. This includes the prevention of physical or logical connectivity from Service Provider computer systems to non-Disney networks (e.g., the Internet) while simultaneously connected to Disney Computer Systems (e.g., "split tunneling" VPNs).
- 1.9 Provide physical security to prevent unauthorized access to any device used to access Disney Computer Systems or systems that Process Disney Data.
- 1.10 Ensure that all remote personal computing systems, workstations and laptops that access Disney Computer Systems or Process Disney Data have functional and current antivirus and firewall software installed, signatures updated, switched on, and appropriate security patches applied.
- 1.11 At all times maintain and utilize measures to ensure the ability to restore the availability of and access to Disney Data in a timely manner in the event of a physical or technical incident.
- 1.12 Develop, implement and maintain a documented incident response plan, and shall review, test, and make appropriate improvements to such documented incident response plan at least annually.
- 1.13 Implement SAML 2.0 or other Disney-approved centralized authentication solution to authenticate Disney users of Service Provider's systems and services through Disney's single sign-on active directory.



- 1.14 Use industry standard practices to ensure secure production, deployment and maintenance of any code utilized for any software to be developed in connection with the Services.
- 1.15 At all times maintain and utilize a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing of Disney Data.

Any data, software, hardware or other material, equipment or property, including CDs, DVDs, USB flash drives, keys, identification badges, mobile phones, computers, tablet devices, documentation, computer files or any other such material, owned, leased or operated by Disney that has been provided to Service Provider in order to provide services to Disney must be returned to Disney at the termination of the relationship with Disney.

- 1.16 Service Provider shall promptly disable all user accounts when a user no longer requires access to such account. Service Provider will notify Disney promptly to disable user accounts under the control of Disney when a user no longer requires access to such account.

Monitoring & Remediation

- 1.17 Perform, at its sole cost and expense, the following monitoring on the systems storing or processing the Disney Data prior to deployment and as follows:

Requirement	Frequency
Vulnerability scanning	Quarterly
Patch Management Process	Every 30 days
Penetration Testing	Annually or promptly following any material change to the environment

With respect to each vulnerability scan and penetration test performed: (a) conduct: (i) a vulnerability scan on all servers or databases that Process Disney Data, (ii) static and dynamic software application penetration tests, and (iii) a network vulnerability scan and penetration test on any network(s); (b) promptly remediate any high or medium vulnerabilities or remediate any high and medium vulnerabilities pursuant to a remediation plan that has been agreed to by both parties; (c) remediate any critical vulnerabilities, including zero-day exploits, within 48 hours of availability of a fix, solution or workaround becoming available, or implement mitigating controls to reduce any associated risk arising out of such vulnerabilities until a fix, solution or workaround becomes available. Additionally, provide each vulnerability scan result and the executive summary of each penetration test result to Disney within seven days after such scan or test was performed. The results shall be provided to Disney in such detail as will be reasonably necessary to allow Disney to make an informed judgment as to the conformance with these security requirements. Service Provider shall provide Disney with summaries, reports, or other information regarding such vulnerabilities and corrective actions.

- 1.18 Routinely gather information from appropriate server hardware, peripheral, or operating system Service Providers regarding the availability of defect patches or fixes, at least once every 30 days, and expedite the application of any such patches or fixes.
- 1.19 Enable system and end-user logging on all systems that Process Disney Data. Logging information shall be made available upon request if not provided through a real-time automated mechanism to Disney.
- 1.20 Service Provider shall retain audit records/log files associated with the provided service for a minimum of 90 days. If applicable, Service Provider shall retain Payment Card Industry ("PCI") audit records for a minimum of one year.

Restrictions

- 1.21 Not attempt to access or connect to or from any network, computer system, device, locations, software, site or asset to the Disney Computer System, without explicit authorization from Disney.

Where authorized, not attempt to access any Disney Computer System with anything other than User IDs provided by Disney; "group IDs", "generic IDs" or similar shared login IDs are not authorized.

- 1.22 Not attempt to remove, copy, compromise or replace system files or processes on any Disney Computer System unless authorized by the Disney Project Manager.
- 1.23 Not attempt to install software or hardware on any Disney Computer System unless authorized by Disney Information Technology.



- 1.24 Not use digital forensic, anti-forensic tools and other security tools within or against Disney Computer Systems without Disney's prior written authorization.

PRODCO Personnel

- 1.25 PRODCO shall allow only Service Provider personnel who have been authorized by Disney to access Disney Computer Systems and ensure that such access is restricted to the specific individuals and locations that have been authorized by Disney under this Agreement.
- 1.26 PRODCO must further ensure that all of the Service Provider Personnel with any access to any Disney Computer System sign a written agreement explicitly agreeing to the requirements contained in this exhibit, prior to gaining access to a Disney Computer System.

- End of Schedule 9 -



Schedule 10
Insurance Requirements

- A. PRODCO is required to obtain and maintain the insurance policies in Paragraph A and B herein for such length of time as is necessary to cover any and all claims arising out of or in connection with the Project. PRODCO shall declare the Project to DISNEY's "Production Wrap-up insurance" program via Aon which PRODCO agrees to utilize as part of PRODCO's budgeted Expense for this Project. Motor Liability and any Social Health Scheme or equivalent "workers compensation" type cover shall be provided and placed by PRODCO separately and at its own cost and expense. The "Production Wrap-up insurance" affords the insurance coverage outlined in Paragraph A(a), A(d), A(e), A(f) and A(g*) herein for the Service(s) pursuant to the Agreement (*specialty coverages are subject to underwriter approval and may be subject to additional premiums). DISNEY will not pay for any insurance coverage which PRODCO elects to buy which is duplicative of DISNEY's "Production Wrap-up insurance" or any other insurance coverage, except by written agreement:
- a. Comprehensive General Liability or Public Liability Insurance (including contractual liability and personal injury liability coverage), having a combined single limit (bodily injury and property damage) of at least Ten Million GBP (£10,000,000) per occurrence and Ten Million GBP (£10,000,000) in the aggregate;
 - b. Motor Liability Insurance (owned and non-owned vehicles), as required by applicable law and with limits consistent with that of a first class production PRODCO acting responsibly;
 - c. Industrial injury and disease compliance as required by applicable law under the Social Health scheme (National Health Service ("NHS") or equivalent);
 - d. If not included in the Public Liability in 4(a) above, Employer's Liability Insurance, having a single limit of at least Ten Million GBP (£10,000,000.00) per occurrence;
 - e. Media Liability Insurance (Errors & Omissions Insurance) for three years from initial broadcast or air date to cover any and all claims arising out of or relating to the production and any broadcasts of every Project on a worldwide basis (including the United State of America and Canada), having limits of at least \$10,000,000.00 for each claim, with an annual aggregate limit of at least \$10,000,000.00 with a deductible of no more than \$25,000.00. Such insurance shall have standard coverage, including, but not limited to, coverage with respect to libel/slander or other forms of defamation, infringements of common law or statutory copyright, infringements of rights in material to be broadcast or in the manner of presentation thereof, infringement of privacy rights, breach of implied contract and unauthorized use of material in any Project. Any restrictions of coverage on the title, music or other rights shall be stated on the certificate of insurance and cleared prior to delivery of any Project to DISNEY. Additionally, any deductibles shall be stated on the certificate of insurance. In the event PRODCO fails to obtain such PRODCO's Liability Insurance policy for any Project, DISNEY will be entitled, after written notice to PRODCO, to purchase such a policy and recoup the costs thereof from and against payments due to PRODCO for any Project;
 - f. All Risk Property Insurance, by way of Production Package Insurance or otherwise, to cover the equipment owned or rented by the PRODCO. Such insurance shall also extend to the rented office space or other locations in the course and scope of filming the Project. The terms, conditions and limits of these coverages shall be comparable to that which is customary for a project of this nature. These coverages shall protect PRODCO and DISNEY to the extent of DISNEY's insurable interest; and
 - g. Specialty insurance, including but not limited to aircraft and/or marine liability, as the activities warrant to protect the interests of PRODCO and DISNEY. Specific terms and Limits shall be determined by DISNEY and shall be obtained by PRODCO prior to the prep or filming activities. If insurance is maintained by the aircraft or boat owner or operator, the interests of the PRODCO and DISNEY will be protected as required above.

PRODCO agrees to adhere to the Claims Reporting Procedure provided by Aon via the Production Wrap-up Handbook and to provide all necessary documentation and information on a timely basis required in support of such claims. Such procedures include but are not limited to providing evidence of a rental agreement/deal memo, purchase invoice(s) and police/accident report where applicable. It is further agreed that the PRODCO shall cooperate with and permit DISNEY or its Insurer to conduct the defense of any such insured claims under its Production Wrap-up program. PRODCO will declare each Project to Aon and shall advise Aon via the completion of the Special Coverage Checklist (provided as part of the Production Wrap-up Handbook) of any Special Risks at least three (3) business days prior to the commencement of any activities requiring such Special Risks Coverage, except for weather insurance, in which case PRODCO will provide fifteen (15) business days advance notice. Aon will notify the PRODCO when any special insurance is bound. PRODCO shall act reasonably to advise Aon of any hazardous activities even if they do not appear on the Special Coverage



Checklist. PRODCO agrees not to proceed with any hazardous activity until notice of coverage is received and DISNEY has been notified.

- B. All insurance required in this Agreement shall include: DISNEY, its parent and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and its assignees of each as additional insured's or indemnity to principal as applicable (not applicable to workers compensation); contain an exception to any Insured versus Insured or Cross Liability exclusions for claims brought by an additional insured against any other insured; Be primary and not contributory with regard to any other available insurance to and contain a waiver of subrogation in favor of DISNEY, its parent and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and its assignees of each; Be written by companies with BEST Guide rating of A- VII or better; Be written with companies and on forms acceptable to DISNEY and shall provide that the coverage thereunder may not be reduced, cancelled or otherwise modified unless thirty (30) days unrestricted prior written notice thereof is furnished to DISNEY; Be evidenced on certificates of insurance (or copies of policies, if required by DISNEY) and be furnished to DISNEY at least thirty (30) days prior to the commencement of Services under this Agreement, naming DISNEY, its parent, all affiliated and related companies as additional insureds and contain a waiver of subrogation with respect to the additional insureds. DISNEY's failure to request, review or object to the terms of such certificates of insurance shall not be deemed a waiver of PRODCO's obligations or the rights of DISNEY; and In no way limit or diminish PRODCO's liability under other provisions of the Agreement.
- C. The PRODCO may engage a local production service PRODCO (if approved by DISNEY) and if so, PRODCO will furnish proof to DISNEY that PRODCO or the production service PRODCO (if applicable) maintains General (Public) Liability, Motor Liability, Employers Liability, Workers Compensation (or its equivalent) and any other coverage required by statute in an amount sufficient to satisfy the insurance requirements of the locality. If a local production service PRODCO is not retained or PRODCO does not maintain the locally required insurance, DISNEY may at its option request that its insurance broker Aon Risk Solutions/Albert G. Ruben Insurance Services ("Aon") obtain any required local admitted coverage for the PRODCO at PRODCO's expense.
- D. Notwithstanding the foregoing, PRODCO represents that is maintains at PRODCO's sole cost and expense all usual and customary insurance insuring the usual business activities of PRODCO (including but not limited to General/Public Liability, Social Health Scheme compliance (NHS or equivalent), Employers Liability and Motor Liability).

- End of Schedule 10 -



Schedule 11
Technical Requirements



DISNEY+ ORIGINAL PRODUCTIONS (FEATURE)

• UHD • HDR • 5.1, 2.0 Sound Mix • Aspect Ratio: 2.20:1 • Frame Rate: 25 •

PRODUCTION TITLE: Une zone à défendre
PRODUCTION STUDIO:
CONTENT: FEATURE
TYPE: SCRIPTED/ LIVE ACTION
LENGTH: 110 MINS
MINORS IN CAST: YES
SINGING IN PROGRAM: YES

DELIVERY REQUIREMENTS SUMMARY

<u>Description</u>	<u>Req/Opt</u>
<u>1. FINAL PROGRAM VIDEO ELEMENTS</u>	
A. UHD HDR Lossless IMF A Package TEXTED	Required
B. UHD HDR Lossless IMF Package TEXTLESS	Required
C. Dolby Vision Tone Mapping Metadata XML Files	Required
Note: Both 2.9 and 4.0 XML is required.	
D. Histogram & Calibration Report	Required
E. Proxy C of Final IMF	Required
F. UHD SDR Lossless IMF Package TEXTED	Required
G. UHD SDR Lossless IMF Package TEXTLESS	Required
Note: programs should NOT include any Disney + / Star Bumpers at head or tail.	
<u>2. FINAL PROGRAM SOUND ELEMENTS</u>	
A. 5.1/2.0 Full Mix Supersession	Required
B. 5.1/2.0 Stems Supersession	Required
C. 5.1/2.0 Music & Effects Supersessions	Required
<u>3. ADMINISTRATIVE ELEMENTS</u>	
A. Production/Post Production Personnel Contact Lists	Required
B. Post Production Video & Audio Facilities List	Required
C. Production Schedules	Required
D. Final Production Shooting Scripts	Required
E. Character/Cast List	Required*
F. Licensed Materials List	Required*
G. Font Information for Mains/Ends/In-Show Graphics, etc.	Required*
H. Final Approved Legal Screen Credits	Required
I. Music Files and Documents	Required

***Note:** If this is a Disney+ Unscripted production a Legal Log will be required in place of items 3E, 3F, 3G

DELIVERY REQUIREMENTS – DISNEY+ FEATURE ORIGINALS – JAN 2022



DISNEY+ ORIGINAL PRODUCTIONS (FEATURE)

• UHD • HDR • 5.1, 2.0 Sound Mix • Aspect Ratio: 2.20:1 • Frame Rate: 25 •

4. LOCALIZATION REFERENCE ELEMENTS

- | | |
|---|-----------------|
| <p>A. <u>Early Review Version* ("ERV")</u></p> <p>a. For all Non-English OV shows, English Creative Review Subs are required to be burned into picture.</p> <p>b. This is sent to GCO and DCVI for strategy</p> <p>c. ERV Files follow the PIX Specs and delivers to PIX Site</p> | <p>Required</p> |
| <p>B. <u>Prelim File for Localization ("P1")</u></p> <p>a. Note: Administrative Elements: 3E, 3F, 3G must deliver with this file.</p> <p>b. If a second File is required, it becomes "P2". A third, a "P3" and so on.</p> | <p>Required</p> |

5. ARCHIVE ELEMENTS

NOTE: If you already have an established archival process, please proceed with that process. If upon review of the below, there are any identified archival assets not already accounted for in the archive, please reach out to the Disney+ GCO team for our recommended best practice.

- | | |
|---|-----------------|
| <p>A. Original Camera Capture Archives</p> | <p>Required</p> |
| <p>B. Native Resolution 16-bit TIFF Non-Color Corrected Archive w/TEXTLESS (NAM)</p> | <p>Required</p> |
| <p>C. Color Correction Projects & LUTS</p> | <p>Required</p> |
| <p>D. Editorial Final Project Wrap Drives</p> | <p>Required</p> |
| <p>E. Editorial Picture Server Archive</p> | <p>Required</p> |
| <p>F. VFX Server Archive</p> | <p>Required</p> |
| <p>G. Original Production Dialog Recordings</p> | <p>Required</p> |
| <p>H. Graphics Package Files Required to Generate any Customized Sequences</p> <p>a. (i.e., Keyable Text/Graphics Over Picture)</p> | <p>Required</p> |

FOR DETAILED SPECIFICATIONS AND DESCRIPTIONS REFER TO THE DISNEY+ MASTERING SPEC WEBSITE:

<https://mediatechspecs.disney.com/>

FOR QUESTIONS REGARDING SPECS OR ACCESS TO THE WEBSITE PLEASE CONTACT:

DTCLGCOOriginalsTitlePlanning@disney.com
and Dylan.McGinty@disney.com

DELIVERY REQUIREMENTS – DISNEY+ FEATURE ORIGINALS – JAN 2022

- End of Schedule 11 -

