

M12-2013-11



Pannonia Entertainment Ltd, Hungary

## SCREENING AGREEMENT

made for the

**Contents** entitled:

**Leonardo da Vinci - The Genius in Milan**

**2 D**

with free Czech subtitles

by and between the Contracting Parties described herein on the date and in the place as written below under the terms and conditions set forth in the present Contract.

### 1. Contracting Parties

The present contract is made between the following Sub-Licensee and the Sub-Licensor.

#### 1.1. Sub-Licensee's Data:

Full name (legal name and type of legal entity): Mestská informačná kancelária Poprad  
Seat (where the legal entity is incorporated): Kino Tatran, Námestie sv. Egídia 43/86, Poprad 058 01  
Mailing address (if different from the seat):  
Court registration or other ID number: 42381193  
EU VAT number: -----  
Represented by (name and title of the person signing this contract): Ms. Lucia Pitoňáková  
Contact Person's name (if other than the representative): Ms. Ľubomíra Olejárová  
Telephone number: +421 910 890  
E-mail: kino@visitpoprad.sk  
Fax number: -----  
Webpage: www.kinotatran.sk

#### 1.2. Sub-Licensor's Data:

Full name (legal name and type of legal entity): Pannónia Szórakoztató Kft (Pannonia Entertainment Ltd.)  
Seat and mailing address: 2141 Csömör, Vágóhid u. 15., HUNGARY  
Court registration number: Cg.13-09-159581  
EU VAT number: HU24139124

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Represented by: Klaudia Elsässer, Managing Director  
Contact Person's name: Klaudia Elsässer  
Telephone number: +36 20 341 68  
E-mail: [klaudia.elsasser@pannonia-entertainment.com](mailto:klaudia.elsasser@pannonia-entertainment.com)  
Fax number: ---  
Webpage: [www.pannonia-entertainment.com](http://www.pannonia-entertainment.com)

## **2. Granting of a License**

The Sub-Licensee wishes to exhibit the audiovisual Content described at the top of the present Contract to the paying public in cinemas, movie theatres in the Territory. To this end, the Sub-Licensors grants to the Sub-Licensee a non-exclusive sub-license to exhibit the Content in the Screening Venues within the Territory at the Screening Dates within the Screening Period, subject to due payment of the Sub-Licensors' Share by the Sub-Licensee to the Sub-Licensors, as set forth below.

- 2.1 **Territory:** Poprad
- 2.2 **Screening Venue(s):** Tatra Cinema
- 2.3 **Pricing:** 5€ standard; 4€ (student, senior, disability card)

### **Screening Date:**

**Leonardo da Vinci - The Genius in Milan – 14/06**

on the ..... 2019

- 2.4 **Nature of the License:** Non-exclusive
- 2.5 **Sub-Licensors' Share:** 50% of Net Box Office Receipts, calculated and payable as set forth in Chapter 6 of the present contract

## **3. Execution of the License, Credit to the Sub-Licensors**

### **3.1. Entire Content**

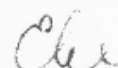
Sub-Licensee shall exhibit the entire Content without any cuts or other edits in its entirety (including all promotional materials, interviews, full credit list, etc.) in the Screening Venues at the Screening Dates, in the presence of the paying public.

### **3.2. Underlying Music**

Sub-Licensee warrants and represents to report and pay all applicable public performance license fees and royalties relating to the underlying music and due to the authors, publishers, record companies, performers and other neighboring rights holders and their collective rights societies in the Territory.

### **3.3. Unauthorized use**

Sub-Licensee shall use its best efforts to prevent and sanction any and all recording, transmitting or other unauthorized use of the Content. For the avoidance of doubt, the present License only extends to the exhibition of the Content as an audiovisual work by the Sub-Licensee in movie theatres (cinemas). No other use of the Content is authorized hereunder



### 3.4. Credit in writing with logo

In connection with the screenings, on any and all promotional materials, platforms, whether printed, electronic, visual or audiovisual, as well as at the entrance of the Screening venues, Sub-Licensee shall display the logo of the Sub-Licensors and display in well-visible writing the note beside, above or below the logo: "Pannonia Entertainment Ltd. is the Exclusive Distributor of

#### **Leonardo da Vinci - The Genius in Milan**

in Slovakia).

### 3.5. Additional oral credit

In addition to the above, in any auditory- or audiovisual platforms (including radio, internet, TV, as well as any live events such as press conferences, interviews, etc.), Sub-Licensee shall mention that: "Pannonia Entertainment Ltd. is the Exclusive Distributor of

#### **Leonardo da Vinci - The Genius in Milan**

in Slovakia)

### 3.6. Grand Rights

Sub-Licensors warrant and represents that the so-called grand rights in the operas' and ballets' music are duly licensed and no third party holder of any grand rights may impede Sub-Licensee from exercising its rights hereunder.

## 4. Technological services and provisions

### 4.1. Physical Carrier of the Content

Sub-Licensors shall send 1 (one) copy of the Content to the Sub-Licensee's mailing address indicated above on the following Carrier: **non encrypted DCP with Czech Subtitles**  
Sub-Licensors provide the Content in the following Screening Format: HD

### 4.2. Delivery of the Carrier

The Sub-Licensors shall use its best efforts to send the Carrier at least 5 business days before the first Screening Date so as to enable Sub-Licensee to review and test the Screening Format.  
Sub-Licensee must ensure that an authorized person accepts receipt of the Carrier on behalf of the Sub-Licensee at the mailing address indicated in clause 1.1. above.  
The Parties expressly acknowledge and accept that the Sub-Licensors obtain the Carrier from a third party and that in case of a delay by such third party, Sub-Licensors may itself be delayed in sending the Carrier to the Sub-Licensee. Sub-Licensors shall not be liable for any damage suffered by the Sub-Licensee or its affiliates in connection with any delays caused by third parties.

### 4.3. Postal costs

Sub-Licensors shall pay the postage costs of the Carrier to the Sub-Licensee, while Sub-Licensee shall pay the postage costs of returning the Carrier to the Sub-Licensors.  
Sub-Licensors shall ensure that the Carrier is free from defects and fit for the purpose, and shall promptly replace any Carrier that Sub-Licensee reasonably determines to be defective or not fit for purpose.  
Sub-Licensee shall check whether the Carrier is without fault in 3 business days after having received

them and shall inform the Sub-Licensors of any defects within this deadline. In such cases, the Sub-Licensors shall send a new Carrier to the Sub-Licensee on Sub-Licensors' costs. If the Sub-Licensee fails to meet this 3-day deadline, the postage costs shall be borne by the Sub-Licensee and - while the Sub-Licensors shall use its best efforts to ensure that a new Carrier is sent to the Sub-Licensee without undue delay - Sub-Licensors shall not be liable for any lateness in delivery, nor any consequences (including any and all damages) this may have on the screenings in the Screening Venues.

#### **4.4. Responsibility for the Carrier and the Content**

Sub-Licensee must ensure that the Screening Format is not altered and the Content is exhibited in the Screening Format set forth above. Sub-Licensee warrants and represents that no copy will be made of the Content, nor of the Carrier. Sub-Licensee may not allow any third party to gain possession of the Carrier and must ensure that the Carrier is neither damaged nor lost

#### **4.5. Return of the Carrier**

Sub-Licensee shall post the Carriers (including any and all defective Carriers) back to Sub-Licensors or to the address given by Sub-Licensors within 3 business days from the last Screening Date at Sub-Licensee's cost and shall provide proof thereof upon Sub-Licensors' request. If Sub-Licensee fails to do so, or if, within 2 (two) weeks from the last Screening Date, the Carriers do not arrive back to Sub-Licensors or to the address given by Sub-Licensors, Sub-Licensee shall pay to the Sub-Licensors a penalty of

- EUR 150 (one hundred and fifty Euro) if the Carrier is a "small" drive (other than HDD),
- EUR 350 (three hundred and fifty Euro) if the Carrier is a CRU dataport drive, and
- EUR 50 (fifty Euro) if the Carrier is a Blu-ray

In the event that the Parties separately agree that Sub-Licensee may grant a third party possession of the Carrier, Sub-Licensee remains liable towards Sub-Licensors for the safe and undamaged return of the Carrier to Sub-Licensors within 3 days from the last approved Screening Date of the Content.

## **5. Marketing services and provisions**

### **5.1. Publicity materials**

Sub-Licensors shall provide to Sub-Licensee the following **Publicity Materials**: Digital assets Poster, Image and synopsis, Trailer (where available), Customer programme note in English

### **5.2. Marketing and Promotion**

- Sub-Licensee shall publicize the Content and the Screenings at each Screening using the Publicity Materials provided by Sub-Licensors and on Sub-Licensee's website. Any and all publicity materials not provided by the Sub-Licensors may only be used if approved in advance by the Sub-Licensors.
- Sub-Licensee shall provide a link from its website to the Sub-Licensors website which is [www.pannonia-entertainment.com](http://www.pannonia-entertainment.com). Sub-Licensee shall also display on its website any other promotional information provided by Sub-Licensors.
- Sub-Licensors will ensure that Publicity Materials are available to Sub-Licensee at Sub-Licensors' ftp site no later than 20 days before the Content's first Screening Date
- Sub-Licensee will ensure that the Publicity Materials are made available to the public and that the Sub-Licensors' link and other promotional information is displayed on Sub-Licensee's (as well as the Screening Venues') websites no later than 2 working days after Sub-Licensee is granted access to Sub-Licensors' ftp or website in cinema in order to ensure optimum audience.
- Sub-Licensors' ftp site is: <ftp://cinafort.hu> user: pannoniakft pass: j38QF8dg
- The above username and password is a trade secret and shall be treated by Sub-Licensee as highly confidential. Sub-Licensee may not disclose the above username or password to any third party without the Sub-Licensors' prior written and express authorization.

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### 5.3. Marketing fees and costs

The Sub-Licensor provides the above materials and services to the Sub-Licensee in Czech free of charge for a lump-sum of ..... EUR.

## 6. Financial Provisions – reporting and payment

In exchange for the license granted under the present Contract, the Sub-Licensor is entitled to the Sub-Licensor's Share of the Screening Venues' income from ticket sales.

It is expressly acknowledged and accepted by the Parties that the Sub-Licensor's Share is owed to the Sub-Licensor not only to cover the royalties due to the Content's copyright and performance rights holders but also, i.a. in consideration of the Sub-Licensor's technical services, administrative costs, promotional and marketing activities, translation fees and costs of the creation of the subtitles, as well as other IT services and maintenance

### 6.1. Ticket sales and prices

Each Screening Venue may determine the ticket prices, however, **the rental fee cannot be under EUR2 per ticket (minimum rental fee per ticket)**. This applies to all seats, standing places and all discount tickets too, however, it does not apply to House Seats.

Each Screening Venue may distribute up to ...10, % of its maximum seating capacity as House Seats free of charge or for a sum lower than the minimum ticket price

There is no VPI for cinema events.

### 6.2. Box Office Statements

Sub-Licensee shall fill out the Box Office Statement attached to and hereby made part of the present Contract, and send it to Sub-Licensor by email no later than 2 business days after the last Screening Date of each Screening Venue to [report@pannonia-entertainment.com](mailto:report@pannonia-entertainment.com) and [klaudia.elsasser@pannonia-entertainment.com](mailto:klaudia.elsasser@pannonia-entertainment.com). If Licensee fails to do so, Sub-Licensor is entitled to issue its invoice to the Sub-Licensee on a sum equal to 95% of the maximum capacity of the Screening Venues at full price tickets.

### 6.3. Calculation of the Sub-Licensor's Share

The Sub-Licensor's Share shall equal 50% of the Net Box Office Receipts.

Net Box Office Receipts equals the Gross Box Office receipts (any and all money received by all of the Screening Venues from ticket sales) minus the locally applicable VAT.

No other deductions (sales commissions, withholding tax, administrative fees, etc.) can be made from the Gross Box Office Receipts whatsoever which might reduce the Sub-Licensor's Share.

### 6.4. Invoicing, payment deadline and delay

Sub-Licensor issues its invoice to the Sub-Licensee based on the duly submitted and correctly filled Box Office Statements.

Sub-Licensee understands and accepts that Sub-Licensor issues its invoice to the Sub-Licensee and Sub-Licensee must itself pay the invoice directly to the Sub-Licensor, irrespective of any separate agreement that may exist between Sub-Licensee and the Screening Venues.

Sub-Licensee will make all payments within the deadline stipulated in the invoice and no later than 15 days after receiving Sub-Licensor's invoice.

In case of a delay in payment, the Sub-Licensors shall be entitled to an interest equal to 1% of the total sum invoiced for each day of Sub-Licensee's payment delay. The Sub-Licensors are not entitled to compounded interest.

Every payment shall be paid in EUR.

#### **6.5. Bank details**

Sub-Licensors' bank details:

Account owner: **Pannonia Szórakoztató Kft**

Bank name: **Budapest Bank**

Account number: 10102237-20401500-01003002

**IBAN Account number: HU83-10102237-20401500-01004302**

SWIFT code: **BUDAHUHB**

Sub-Licensee's bank details

Account owner: **Mestská informačná kancelária Poprad**

Bank name: **VUB, a.s.**

Account number: 3304150853 0200

IBAN Account number: **SK14 0200 0000 0033 0415 0000**

SWIFT / BIC code: **SUBASKBX**

#### **6.6. Sponsorship**

Sub-Licensors may seek and accept sponsorship with respect to one or more of the screenings under the present agreement and Sub-Licensee undertakes to display the name, logo or other information of any sponsor as requested by the Sub-Licensors.

Sub-Licensee or the Screening Venues shall also be entitled to seek sponsorship for the Content, however, Sub-Licensee must ensure that the following conditions are fulfilled:

- No sponsorship may be accepted from radical political organizations or religious sects unless the Sub-Licensors give their explicit consent thereto.

### **7. Modification, extension of license**

7.1. Sub-Licensee may not transfer or assign its rights and obligations under the present Contract without the Sub-Licensors' explicit written (e-mail, fax or letter) consent.

7.2. Sub-Licensee hereby warrants and represents that the Contact Person named in clause 1.1. is fully authorized to make statements and assume obligations in the name and on behalf of the Sub-Licensee.

7.3. In the event that Sub-Licensee wishes to obtain a license for additional Screening Venues or additional Screening Dates, or to obtain an extension of the Screening Period, it must obtain prior written (e-mail, fax or letter) authorization from the Sub-Licensors. Sub-Licensee acknowledges and accepts that the granting of an additional license or an extension cannot be guaranteed as it may be subject to authorization from third parties.

7.4. The present contract may only be modified by mutual agreement of the parties in writing (including e-mails and faxes). Sub-Licensee's Contact Person or representative is authorized to make statements on behalf of the Sub-Licensee with respect to additional screenings and extensions.

7.5. The present Contract may be terminated by the Parties' mutual written consent.

7.6. The present Contract expires on the day of the last Screening Date as set forth in Chapter 2 or as

agreed between the Parties pursuant to clause 8.3. The expiration of the present Contract does not affect the Sub-Licensor's right and the Sub-Licensee's obligation to all payments which arose during the term of the present Contract.

7.7 Either Party may unilaterally terminate the present Contract in case of a grave breach by the other Party of one or more of its obligations under the present Contract. Before terminating the agreement, a written notice must be given, requesting a remedy of the breach within an appropriate amount of time. If the breaching Party does not remedy the breach within the given deadline, the other Party may terminate the Contract by written notice. The termination does not free the breaching Party from fulfilling its payment or other obligations which arose under the present Contract.

## **8. Miscellaneous**

The present Contract has been drafted under Hungarian law and must thus be interpreted under Hungarian law. To all issues not regulated herein, the pertaining rules of Hungarian law shall be applied.

In case of any dispute arising from or in connection with the present Contract, the Parties undertake to attempt to resolve their dispute amicably. In case such negotiations fail, the Parties hereby agree that they shall submit their dispute to the courts of Hungary and the Parties hereby expressly consent to the exclusive jurisdiction of the courts of Hungary over any such dispute.

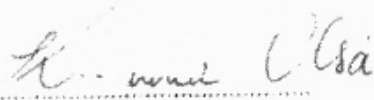
In case of any change in the Parties' contact details or other information provided herein, Each Party will promptly inform the other of such change. In absence of a written (e-mail fax or letter) notice of such change, the information set forth herein shall be deemed accurate and all notices, payments and statements delivered thereto shall be treated as duly delivered to and respectively received by the other Party.

The signatories, as the duly authorized representatives of the Parties hereby declare that they have read and understood the present Contract and sign it in expression of the Parties' full and free will.

Poprad, 30 / 04 / 2019  
Institúcia informácií kancelária Poprad  
Ivanova, Evidenčné číslo 45/86  
158 07 Poprad  
IČO: 362 840  
IČ: 431 204

Sub-Licensee represented by:  
Lucia Pitoňáková  
(MIK Poprad)

Csömör, 17 / 04 / 2019



Sub-Licensor represented by:  
Klaudia Elsässer  
(Pannonia Entertainment Ltd.)

Patentirová Szervezetek Kft  
Pannonia Entertainment Ltd.  
Pannónia Szervezetek Kft.  
Pannonia Entertainment Ltd.