

SPECIAL TERMS AND CONDITIONS ("Special Terms and Conditions") to the Home Video Rights License Agreement General Terms and Conditions ("Main Agreement") and, collectively with these Special Terms and Conditions, "Agreement") dated 14 July 2022 between Park Circus Limited of 15 Woodside Crescent, Glasgow G37UL, United Kingdom ("Park Circus") and Sidonis Productions of 25 rue de Ponthieu, 75008 Paris, France [VAT# FR15483881397] ("Licensee").

All words that are initially capitalized and in quotation marks or defined in the Main Agreement are defined terms, or shall otherwise be interpreted in accordance with industry custom. "MGM" shall mean Metro-Goldwyn-Mayer Home Entertainment LLC. All clause references herein are to these Special Terms and Conditions unless stated otherwise.

1. "PICTURE(S):"

New Titles:

THE BIG COUNTRY (1958)

DRANGO (1957)

DUEL AT DIABLO (1966)

THE UNFORGIVEN (1960)

WAR PAINT (1953)

Renewals:

FROM BEYOND (1986) – former Top 200

LIFEFORCE (Director's Cut) (1985) – former Top 200

2. GRANT OF RIGHTS:

- (a) Licensee shall have the exclusive right during the Term to:
 - (i) manufacture or cause to have manufactured Videograms of the Picture(s) by way of DVD and Blu-ray only for Home Video Distribution and Direct Marketing Distribution in the Territory;
 - (ii) advertise, publicize, market and promote such Videograms to Dealers for Home Video Distribution, Direct Marketing Distribution and to the public for Home Video Use only in the Territory; and
 - (iii) exercise the right of Home Video Distribution and Direct Marketing Distribution with respect to the Picture(s) in the Territory.
- (b) Licensee shall not have the right to insert in the Videograms advertisements or messages from sponsors without the written approval, in each case, of Park Circus.
- (c) The rights granted herein do not include public video nor commercial video rights.
- (d) Non-Traditional Distribution (including kiosk sales and covermount) is subject to separate studio approval.
- (e) Licensee shall have the right of Home Video Distribution and Direct Marketing Distribution with respect to the Picture(s) in the original version with French subtitles and/or French dubbed version only. Artwork and menu shall be in French only.
- (f) Licensee shall be allowed to use and reproduce its own logo on the Videograms produced and, subject to Park Circus' prior approval, the logo of MGM.
- (g) This license shall become effective upon receipt by Park Circus of the full amount of the Minimum Guarantee per Clause 11 below and of payment of the materials invoiced.
- (h) The home video rights granted as per Clause 2 (a) above shall revert to Park Circus if Licensee shall not release the Picture(s) within twelve (12) months from the date of this Agreement.
- (i) This Agreement replaces any other former agreement between the parties in respect of the Picture(s).

3. WARRANTY BY PARK CIRCUS:

Park Circus represents and warrants that it has and it can properly exercise the rights granted to Licensee herein including music rights and the mechanical reproduction of the technical materials (audio, video, photographic) provided by Park Circus and that the exercise of the said rights will require no further licenses nor any further payments by Licensee and will not infringe upon the rights of any third party, with the exception of performing rights societies to the extent that such may control the right of public performance of copyrighted material.

4. TERRITORY:

France, Monaco, French-speaking Belgium, French-speaking Luxembourg, and non-exclusive Switzerland.

5. TERM:

The Term of this Agreement shall be five (5) years from 1 August 2022, plus a six (6) month non-exclusive sell-off period.

6. LICENSEE'S GENERAL UNDERTAKINGS:

Licensee hereby undertakes to:

- (a) Use its best efforts to secure the maximum return consistently with the requirements of sound business policy and practice from the distribution of the Picture(s) throughout the Territory and Licensee shall distribute the Picture(s) no less favourably than any other Motion Picture of comparable quality and potential distributed or licensed by it;
- (b) Inspect, preserve and store the Material in good condition in adequate vaults;
- (c) Abide by all credit obligations and fully adhere to the provisions of Paragraph 7 of the General Terms and Conditions attached hereto not to make any changes to the Picture(s); to this effect Park Circus shall supply Licensee with the credit and likeness requirements for packaging and advertising (the "Billing Memo") and Licensee hereby accepts any liability for claims due to its failure to adhere to the terms and conditions of the "Billing Memo";
- (d) Maintain all records that are customary in video business;
- (e) Perform such other services as may be necessary or useful for the proper exercise of the license granted hereunder;
- (f) Licensee shall not be authorised to license the subdistribution of the Picture(s) to a third party without Park Circus' prior written approval.

7. LICENSEE'S VIDEOGRAM UNDERTAKINGS:

Licensee hereby undertakes:

- (a) Subject to the Treaty of Rome, not to solicit orders of Videograms from any party outside the Territory. Licensee shall not permit its subdistributors or agents to solicit orders of Videograms outside the Territory. To this effect, Licensee shall ensure that the instructions for the loading and playing of Videograms shall be exclusively in the French language;
- (b) to exclusively manufacture the Videograms with one Picture only on each Videogram;
- (c) to manufacture the Videograms of the Picture(s) in PAL format, region 2 for DVD and format B for Blu-ray only and display this region coding on the packaging artwork/sleeve for the Picture(s);

- (d) to include on the back of each Videogram of the Picture(s) the following statement and copyright notices in the language(s) of the Territory for the Picture(s):

20XX MGM. ALL RIGHTS RESERVED

[FILM COPYRIGHT INFORMATION] — as provided by Park Circus, followed by:

"Licensed from Metro Goldwyn Mayer Studios Inc and made available in France by Park Circus Ltd through Sidonis Productions."

If artwork is provided by Park Circus, the following statement shall be added:

PACKAGE DESIGN © 20XX METRO-GOLDWYN-MAYER HOME ENTERTAINMENT LLC. ALL RIGHTS RESERVED.

Also include on the Videograms of the Picture(s) (at the very beginning of each Videogram) the following legend or wording of similar nature in prominent type and in the language(s) of the Territory:

"WARNING. THE LAWS OF FRANCE PROHIBIT ANY UNAUTHORIZED COPYING, HIRING, LENDING, OR PUBLIC PERFORMANCE. VIOLATORS WILL BE SUBJECT TO PROSECUTION."

- (e) to submit all cover artwork to Park Circus for approval in writing, which shall not be unreasonably withheld;
- (f) to deliver to Park Circus at Licensee's cost five (5) DVD Devices and five (5) Blu-ray Discs (each edition) of the Picture(s) free of charge, including any subsequent editions;
- (g) to notify Park Circus by fax or e-mail of the first release date of the Videograms (each version) of the Picture(s) in the Territory, as applicable;
- (h) not to sell any Videograms of the Picture(s), after the expiration of the Term (and the sell-off period);
- (i) not to manufacture during the final twelve (12) months of the Term a larger number of units of Videograms than had been manufactured during the preceding twelve (12) months;
- (j) not to manufacture any Videograms three (3) months before and during the sell-off period;
- (k) to take all steps necessary to prevent unauthorized duplication, piracy conversion or theft of any print and/or Videograms and notify Park Circus or MGM immediately by e-mail of any such occurrence;
- (l) to allocate a sufficient number of adequately trained personnel and sufficient resources to perform its obligations under this Agreement;
- (m) to make such filings and take such action as may be required under applicable law to qualify to perform its obligations under this Agreement;
- (n) to procure and pay for all licenses and permits required in the Territory relating to Licensee's distribution of Videograms of the Picture(s) other than the necessary music synchronisation and master use licenses for music incorporated in Pictures or trailers supplied by Park Circus. Licensee shall hold Park Circus and MGM harmless from any claims, liabilities, losses, damages or expenses arising from Licensee's failure to do so;
- (o) to keep, in a manner satisfactory to Park Circus, accurate and complete records for the Picture(s) and related advertising and printed materials in Licensee's possession and to render accounts of same to Park Circus whenever requested, and
- (p) to have the DVDs manufactured only with members of IFPI and to instruct such manufacturer to insert its SID code on each DVD manufactured.

- (q) to ensure that all DLTs created by or on behalf of Licensee are protected by the best copy protection technology that is available in the Licensed Territory; MGM approves CSS (Content Scrambling System) as Licensee's copy protection technology;
- (r) to ensure that Blu-ray Discs authoring and duplication facilities are of high quality and approved to minimize security risks by the Motion Picture Association or similar authority within the Territory.

8. DELIVERY MATERIAL

Park Circus shall deliver to Licensee, at Licensee's sole expense, within thirty (30) business days after receipt of the amount(s) due on ordering, the following material (collectively, "Material") for the Picture(s):

- (a) As available, Licensee shall receive HD master of the original version, except for DRANGO where only SD master is available, at Licensee's cost. French version is subject to availability and Park Circus shall not be obliged to provide French track and/or subtitles for the Pictures. Licensee is aware of restricted French versions availability, as follows: no French subtitles or audio available for FROM BEYOND, THE UNFORGIVEN and WAR PAINT; French subtitles only for LIFEFORCE and French audio only for DRANGO.
- (b) If available, trailer material, outtakes, music cue-sheets, making-of programs or any other audiovisual material relating to the Picture(s), at cost.
- (c) If available, color transparencies, stills, production notes, video artwork and posters to be supplied. at cost.
- (d) Dialogue list (original version).
- (e) Freight, handling and importation charges of the Material from the point of shipment to the destination as advised by Licensee shall be borne by Licensee.
- (f) Licensee shall order and pay for the Material in such a way as to ensure timely delivery by Park Circus.
- (g) Licensee may source, at its cost and expense, other audiovisual and photographic material pertaining to the Picture(s) and to the recorded material, to the making-of, to extra scenes, to interviews, and so on, and freely use them as specified in this Agreement to the extent that it shall have obtained the approval for such use from the copyright holder of such source material and all other necessary approvals, authorizations and/or licenses. In the case Licensee may wish to produce or acquire from third parties additional Bonus Content Material ("BCM") or use Material not provided by Park Circus, MGM, such as bonus features, commentary, stills, booklets, or artwork, etc., Licensee shall separately sign a "Letter of Indemnity" as annexed to this Agreement and provided by Park Circus confirming the same.
- (h) Licensee shall pay for the Material upon ordering. The Material in subclause 8(b) and 8(c) may be ordered separately from the other Materials in order to produce advertising materials.
- (i) Any Materials delivered to the Licensee pursuant to subclause 8(a) shall be deemed approved as technically satisfactory for the manufacture of Videograms hereunder upon the earlier of Licensee's notification to Park Circus that such master is technically satisfactory or fifteen (15) working days following delivery. If any such master is not satisfactory for the manufacture of Videograms and Licensee has so notified Park Circus within such fifteen (15) day period and the quality problems have been attested by an independent laboratory, then Park Circus shall, at its election:
 - (1). Promptly cause such defects to be corrected and new Materials to be made and delivered to Licensee at Park Circus' cost, or
 - (2). Terminate this Agreement only as to the Picture to which such defective master applies and refund to Licensee that portion of the Minimum Guarantee relating to such Picture. This Agreement shall in all other respects remain in full force and effect.

9. ADVERTISING ACCESSORIES:

- (a) Subject to contractual talent restrictions and subject to prior written approval by Park Circus and MGM, Licensee shall have the right to use and authorise others to use the name, physical likeness (whether by photographs or otherwise) or voice of any person who appears recognizable in the Picture(s) solely for the purpose of advertising, publicizing or exploiting the Picture(s) provided that the name, likeness and/or voice of any person in the Picture(s) shall not be used as direct or indirect endorsement of, nor commingled with or tied in with, any product, service or commodity without the prior approval of Park Circus and MGM. Licensee shall not have the right to use, and will not use without Park Circus' and MGM's prior written approval, the name(s) or other identification of any employee, director, officer or shareholder of MGM or any of their affiliates, for any purpose whatsoever (including in corporate publications of Licensee and its affiliates or subdistributors). Licensee and its affiliates or subdistributors shall acquire no right to use and will not use, without MGM's prior written approval, any characters, artwork, designs, trade names, copyrighted materials, trademarks or servicemarks of MGM or its affiliates in any advertising, publicity or promotion, to express or imply any endorsement by MGM or its affiliates of Licensee's services or products, or in any other manner except as expressly authorized in this Agreement. The foregoing provision shall survive the expiration or termination of this Agreement.
- (b) Subject to contractual talent restrictions and subject to prior written approval by Park Circus and MGM, and any other clearances that may be required, Licensee shall be allowed to publish and use film extracts up to a maximum of three (3) minutes each and to publicly exhibit these film extracts for the purpose of advertising and promoting the Picture(s) in shops, festivals, television, via the internet, public places, etc.
- (c) Within the constraints of the above subclause 9 (a), Licensee may, at its own cost and expense, manufacture or cause to be manufactured advertising accessories for the Picture(s) including but not limited to, packaging and key art, provided that Licensee shall receive advance written approval from Park Circus before any such materials are used by Licensee. For all such materials supplied by Park Circus for which the content and design are not altered by Licensee, advance written approval from Park Circus is not required.
- (d) Licensee shall pay to Park Circus the cost of advertising accessories Park Circus may be able to supply.

10. RESERVED RIGHTS:

- (a) Licensee is aware that during the Term of this Agreement the Picture(s) is/are likely to be licensed for exhibition or reproduction on the Reserved Rights, including inter alia, theatrical exhibition, free broadcast television, pay and cable television, EST, TVOD, SVOD and AVOD inside and outside the Territory. Licensee hereby recognizes that neither it nor any authorized subdistributor shall have any right of action for loss of profit or for any other reason whatsoever against MGM or such other party which owns those rights.
- (b) Any and all rights to the Picture(s) not specifically granted to Licensee herein including but not limited to (i) the literary, dramatic and musical compositions included in the Picture(s) or upon which they are based are reserved by MGM or by such other party which owns those rights; and (ii) the distribution of the Picture(s) on other physical device formats that are not Videograms as defined herein (including but not limited to 4K Blu-ray, 3-D Blu-ray or UHD, unless specifically approved by Park Circus and MGM and granted per clause 2(a) 1. above. Such reserved rights may be exercised and exploited by MGM or such other party that owns those rights freely in the Territory during the Term of this Agreement.

11. MINIMUM GUARANTEE AND RECOUPMENT:

- (a) Minimum Guarantee:

- (i) In consideration of the rights granted herein Licensee agrees to pay by telegraphic transfer to Park Circus' bank account HSBC Bank PLC of 2 Buchanan St, Glasgow G1 3LB, United Kingdom, Account number: 74542138, Sort Code: 40-12-76, Swift: HBUKGB4B, IBAN: GB03HBUK 401276 74542138, a non-returnable minimum guarantee, net of all present and future taxes and levies, of €24,000 (twenty-four thousand Euro) in total for the Picture(s) ("Minimum Guarantee") payable as follows:

THE BIG COUNTRY	€ 4,000
DRANGO	€ 3,000
DUEL AT DIABLO	€ 4,000
FROM BEYOND Renewal	€ 3,500
LIFEFORCE Renewal	€ 3,500
THE UNFORGIVEN	€ 3,000
WAR PAINT	€ 3,000

Total: € 24,000

- 100% for the Renewals and 25% of the Minimum Guarantee for the New Titles within seven (7) days of signature of this Agreement and receipt of invoice; and
- 75% of the Minimum Guarantee for the New Titles on order of Material and receipt of invoice, but in any event not later than 31st of August 2022.

- (ii) In the event that Licensee fails to make either of the payments to Park Circus within the periods specified in subclauses (a) (i) above, and after having been given ample notice, this Agreement shall be terminated with immediate effect in all respects and any and all payments already made hereunder by Licensee shall be forfeited to Park Circus. In such circumstances any and all expenses incurred by Licensee with respect to this Agreement shall be borne solely by Licensee.

(b) **Recoupment of Minimum Guarantee:**

- (i) Recoupment: Licensee may recoup the Minimum Guarantee for the Picture only from Royalties earned by the Picture.
- (ii) No Cross-Collateralisation: Licensee shall not otherwise cross-collateralise Pictures for purposes of recoupment (e.g., Licensee shall not recoup the Minimum Guarantee for one Picture from Royalties earned from another Picture).
- (iii) Overages: Royalties earned with respect to the Picture shall be credited against the Minimum Guarantee for the Picture until such time (if any) as Royalties generated by the Picture exceed such Minimum Guarantee, whereupon Licensee shall then pay to Park Circus the excess Royalties pursuant to Clause 12.

- (c) **Withholding Tax:** In the event that Licensee is required by law of any part of the Territory to deduct any sums from those due and payable to Park Circus hereunder (e.g. withholding tax), Licensee shall provide Park Circus the original certificate of receipt from the relevant governmental authority, and all sums so paid shall be treated for all purposes as payments made solely by and on behalf of Park Circus. If a double taxation treaty exists between the country which the Licensee is the resident of, and the country of which the Park Circus is the resident of, the withholding tax deducted by Licensee shall be in accordance with such double taxation treaty. Without prejudice the foregoing, Licensee shall in no event be entitled to claim any refund or seek reimbursement from Park Circus of any portion of the amounts therefore paid hereunder.

12. **APPORTIONMENT OF GROSS RECEIPTS:**

With respect to the Picture(s). Licensee shall pay to Park Circus the following royalties (the "Royalty"):

- (a) For Rental and Sell-through distribution: 25% of Gross Receipts.

"Gross Receipts" shall be defined as the net amounts (after discounts and rebates) invoiced by and paid by retailers or third-party physical distributor to Licensee, excluding VAT and after deduction of returns per quarter. Any fee, commission or similar payment made to, or deducted by a third party for

the physical distribution of the Picture(s) shall not be deductible for the calculation of the Gross Receipts.

- (b) All costs and expenses including but not limited to the video master, the manufacturing of Videograms, marketing and distribution shall be paid and borne entirely by Licensee.
- (c) All other income (whether in the form of subsidies, prizes, or other form of funding directly related to the Pictures) shall be reported to Park Circus and shall be used to reduce the Minimum Guarantee for the respective Picture.

13. REPORTING AND PAYMENT:

Commencing with the calendar quarter during which the Picture is initially released, Licensee shall furnish quarterly reports to Park Circus within thirty (30) days after the end of each quarter for the first two (2) years and after that semi-annually, showing the number of units sold for the Picture(s), the number of units returned and the corresponding Gross Receipts, Licensee's share and Park Circus' share in Euro. Upon Park Circus' request, Licensee shall authorise the duplication houses to give Park Circus information on the number of units ordered and shipped. Upon receipt of Licensee's report Park Circus shall, if applicable, invoice Licensee and Licensee shall pay the invoiced amount in the invoiced currency immediately.

14. NOTICES:

All notices to be given hereunder shall be sent by registered post, email or by fax and shall be addressed to the parties at their respective addresses as follows:

To:
Park Circus Limited
15 Woodside Crescent
Glasgow G3 7UL
United Kingdom
Email: Graham Fulton - graham@parkcircus.com

To:
Sidonis Productions
25 rue de Ponthieu
75008 Paris
France
Email: Alain Carradore - sidonisprod@orange.fr

15. ENTIRE AGREEMENT:

This Agreement, which includes the General Terms and Conditions annexed hereto, expresses the entire agreement between the parties hereto and there are no oral or implied representations, guarantees or conditions not contained herein. In the event of any inconsistency between the provisions of the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall prevail.

SIDONIS PRODUCTIONS
("Licensee")

SIDONIS Production n.c
25 rue de Ponthieu - 84010 - 1^{er} ét.
PARIS 75008
By: _____
Title: _____ Tél. 01 47 82 08 02 Fax 01 48 49 92 80
SARL 7500 €
RCS 483 831 247 Paris

PARK CIRCUS LIMITED
("Park Circus")

DocuSigned by:
Mark Hirzberger-Taylor
F0B31C4F9CCD430...
By: Mark Hirzberger-Taylor
Title: CEO

Mention restrictive

Le service des registres du cinéma et de l'audiovisuel inscrit des actes sur des œuvres identifiées (disposant d'un numéro d'immatriculation).

Lorsque l'une ou plusieurs des œuvre(s) mentionné(es) dans l'acte n'est (ne sont) pas immatriculée(s) le jour du dépôt de l'acte, le demandeur doit joindre la « mention restrictive » ci-dessous.

Cette mention précise :

les œuvres ou projets pour lesquels l'inscription doit être opérée ;

les œuvres ou projets sur lesquels l'inscription ne peut pas porter, à savoir :

- œuvres ou projets non immatriculés au jour du dépôt ;
- œuvres ou projets pour lesquels l'inscription de l'acte a déjà été réalisée, en précisant les références de ces inscriptions.

Je soussigné : **ALAIN CARRADORE**

agissant au nom de : **SIDONIS PRODUCTION**

demande que l'inscription du contrat ci-joint soit effectuée uniquement pour les œuvres suivantes :

Titre des œuvres	Numéro d'immatriculation
LES GRANDS ESPACES	21427
LE PAYS DE LA HAINE	19470
LA BATAILLE DE LA VALLEE DU DIABLE	32178
LE VENT DE LA PLAINE	23447
FROM BEYOND	62296
LIFE FORCE	59168

le contrat ayant déjà été inscrit pour les œuvres suivantes sous les numéros indiqués ci-dessous :

Titre des œuvres	Numéro d'immatriculation	Numéro d'inscription

les œuvres ci-dessous n'étant pas immatriculées à ce jour aux registres du cinéma et de l'audiovisuel :

Titre des œuvres

LA LOI DU SCALP – WAR PAINT

Fait à Paris, le 27/03/2023

Alain Carradore
SIDONIS Production n.c
P. 25 rue de Fontenay - BACTC - 1^{er} ét.
Paris 75008
Tél. 01 47 84 10 02 Fax 01 46 49 82 80
SARL 7500 €
RCS 483 861 397 Paris

Cachet commercial

Nom et qualité du signataire* :
Alain Carradore - Président

Signature

*Si le signataire n'est pas un mandataire social (gérant pour une S.A.R.L., Président, Directeur général ou PDG pour une S.A., président pour une association), il doit disposer d'un mandat spécial. L'habilitant à signer la requête au nom du responsable légal. Ce pouvoir doit être déposé auprès du service des RCA (cf. modèle de pouvoir A1).



centre national
du cinéma et de
l'image animée

Service des registres du cinéma et de l'audiovisuel
291, boulevard Raspail
75675 Paris Cedex 14
rpca@cnc.fr