

TERMS AND CONDITIONS

of Barrandov Studio a.s.,

with registered office at Křiženeckého náměstí 322/5, Hlubočepy, 152 00 Prague 5,
ID No.: 281 72 469, Tax ID No.: CZ28172469, registered with the Municipal Court in Prague under the
file number B 12502

I. General provisions

(1) These Terms and Conditions (hereinafter referred to as the "Terms") of Barrandov Studio a.s. (hereinafter referred to as the "Company") regulate the general business relations between the Company and the tenant, the Customer or any other contractual partner (hereinafter referred to as the "Customer"). Any deviating provisions in the agreement shall prevail over the wording set out in these Terms.

(2) The conclusion of an agreement with the Company in any form, e.g. in writing, orally, by taking over the subject of the lease, by payment of the price or by any other implied expression of will, shall constitute acceptance of these Terms by the Customer.

(3) The Customer undertakes not to act in contravention of generally binding legal regulations in the performance of the subject matter of the agreement and, in the event that the Customer causes damage to the Company by his unlawful conduct, the Customer undertakes to pay the full amount of such damage to the Company on the basis of the calculation by the Company.

(4) The Customer acknowledges that the results of the creative work of the Company's employees or other cooperating persons are protected by copyright law.

(5) The prices set by the Company are contractual, the prices in the Company's price list are indicative.

(6) The Company reserves the right to change the amount of rent and the price of the services provided at any time and without prior notice. In such case, the Company shall initiate the conclusion of an amendment to the agreement with the Customer, whereby the rent and/or the prices of the services provided shall be increased. In the event that the Customer does not agree to the increase, either party may withdraw from the existing agreement without undue delay after the Customer has expressed its disagreement with the increase.

(7) The Company reserves the right to require the Customer to provide proof of solvency and the necessary documents related to the contractual relationship, in the case of a domestic entity, an extract from the commercial register, authorization to act on behalf of the Customer, a trade license, etc., or to request legal or financial guarantees, in particular, but not exclusively, in the form of an advance payment, a security deposit and a guarantee (the guarantee may be requested individually or in any combination).

In the case of a foreign entity, the Company also reserves the right to request a similar certificate for the performance of the activity that is the subject of the agreement, and if the Czech Republic does not have a legal assistance agreement with the country of this entity, then super-legalization of this document is required.

(8) The Customer shall keep confidential all facts of which it becomes aware in connection with the Company's activities in the performance of the Contract. Breach of this obligation by the Customer shall form grounds for withdrawal from the agreement by the Company.

II. Ownership

(1) The leased items remain the property of the Company. The Customer may not assign the leased item to a third party for use, assign the agreement with the Company to the third party, or allow a third party to benefit from it, without the prior written consent of the Company. In the event of a breach of this

obligation by the Customer, the Company shall be entitled to withdraw from the agreement and to claim full compensation for any damage caused to the Company by such conduct without prior written consent.

(2) Insurance agreements, pledges, liens, encumbrances and any other rights of third parties with which anyone wishes to encumber the leased property shall be ineffective against the Company. The Customer shall be obliged to reimburse the Company for damages incurred by the Company in connection with the unauthorized disposal of the respective item and for the costs of enforcing the Company's rights.

(3) In the event of a judicial execution or execution affecting the leased item, the Customer shall be obliged to explain to the relevant persons and authorities the duration of an ownership of the Company and to inform the Company thereof immediately by telephone and subsequently in writing. The costs associated with the protection of the ownership as well as any damages incurred by the Company as a result of the loss of use of the item shall be borne in full by the Customer.

(4) Removing or covering Company signs, as well as other information signs posted by the Company, signs for escape exits, fire regulations, etc. on the rented item is prohibited. In the event of a breach of this provision, the Customer is obliged to pay the Company a contractual penalty of CZK 50.000,- for each such case.

(5) If the fixed leased items are to be reinstalled by the Customer elsewhere or stored elsewhere, the prior written consent of the Company is required.

(6) To secure the Company's receivables due from the Customer, the Company shall be entitled to exercise a lien on items owned by the Customer and located in the leased premises.

III. Authorized persons

The Company's statutory body is the Board of Directors. The Company is represented and bound externally by two members of the Board of Directors together or by their authorized representatives on the basis of a written power of attorney.

IV. Contractual relationships during the lease period

(1) Rights and obligations of the Customer:

a) During the lease period, the Customer shall ensure that the subject of the lease is handled in an appropriate and professional manner and in accordance with generally binding legal regulations.

b) The Customer shall take reasonable care of all items entrusted to it and shall ensure that they are properly maintained, suitably stored and kept in a securely locked place when not in use, and shall allow the Company's representatives access to the aforementioned items during working hours or any agreed time to inspect their condition.

(c) The Customer shall secure all necessary permits and approvals relating to the subject of the lease or its provision to the personnel or relating to the services provided in connection with the use of the subject of the lease. The Customer shall not use the subject of the lease or allow it to be used in contravention of the applicable generally binding legislation in force at the relevant time in the country of use or operation.

d) The Customer shall handle the subject of the lease in a manner that is safe and free from health hazards, in accordance with occupational health and safety legislation.

e) Upon termination of the lease, the Customer shall be obliged to hand over the subject of the lease to the Company in the condition in which it was taken over, taking into account normal wear and tear; modifications or changes to the subject of the lease shall be possible only with the prior written consent of the Company; if the subject of the lease is modified and the subject of the lease is subject to an increase in value, the Customer shall not be entitled to compensation from the Company corresponding to the extent of such increase in value.

f) In the event of loss, damage or theft of the subject of the lease, the Customer shall notify the Company immediately by telephone and in writing within 3 days. The Customer undertakes to reimburse the Company in full for the damage within 30 days of the damage occurrence.

g) The Customer and the persons cooperating with the Company are obliged to obey the traffic signs when moving around the Company's premises and to observe the established traffic rules on the Company's premises.

h) The Customer agrees that he/she shall not create works supporting and promoting fascism, communism and other movements supporting racial, religious and other intolerance, as well as pornographic works and works degrading human dignity in the leased premises of the Company. In the event of a breach of this contractual provision, the Company shall be entitled to recover a contractual penalty of CZK 1,000,000,- for each individual breach of this provision.

ch) The Customer further acknowledges that photography is prohibited throughout the Company's premises. Exceptions may only be granted with the approval of the Company's management by a representative of the Internal Administration Department and the Customer Service Department, in writing, upon request of the Customer.

(2) Rights and Obligations of the Company:

The Company shall be entitled to take any action necessary to protect its property or its name and its rights if any of the following events occur:

- material breach of contractual obligations and these Terms,
- any breach of the terms of the lease by the Customer,
- any act or omission by the Customer which may jeopardize the Company's rights in relation to the ownership or use of the subject of the lease (including any attempt by the Customer to sell, lend, assign or pledge the subject of the lease or any individual item comprising it),
- if an insolvency petition is filed against the Customer or if the Customer enters into liquidation,
- if the Customer fails to pay the rent or any other amount calculated by the Company on the basis of the contractual arrangement within a given period of time from the delivery of the invoice and fails to pay the amount due even within a reasonable period of time given by the Company in a written notice.

If the Company suffers any damage as a result of the Customer's conduct in breach of these Terms, the Customer shall indemnify the Company in full.

The Customer is obliged to adequately secure the items in its possession that it places in the subject of the lease or in the place of performance provided to the Company in order to prevent their theft or damage by third parties. The Customer acknowledges that the Company shall not be liable for any loss or damage to such items. If such an event occurs, the Customer shall report it to the Company without undue delay.

V. Transportation of the subject of the lease

(1) All transport costs shall be borne by the Customer. This provision applies in all cases, whether the transport is provided by the Company, the Customer or a third party.

(2) Any export of the subject of the lease or the items comprising it abroad must be approved in writing by the Company and the Customer must take out special insurance for foreign countries in accordance with the Company's binding written instructions and secure the relevant permits if these are required for export under applicable law.

(3) The customs clearance and the costs associated therewith shall be borne by the Customer. The agreement may provide for the procurement of these matters by the Company at the expense of the Customer.

VI. Force majeure

In the event of unforeseeable events beyond the Company's control, which constitute an unforeseeable obstacle arising independently of the Company's will and prevent the Company from fulfilling its obligations, the Company shall not be liable for any failure to fulfil its obligations under the law, the Terms or the relevant agreement concluded with the Company, and all such events shall be deemed to be a case of "vis maior". For the avoidance of doubt and ambiguity, the Company shall also consider a pandemic of infectious diseases or measures taken by public authorities in connection therewith and a strike or lockout in the sector of the Company's business, the Customer's business or the object of performance as a force majeure circumstance.

VII. Payment terms

- (1) The prices for services and rent are determined on the basis of a contractual agreement with the Customer.
- (2) When providing services and renting items, the Company may require upfront payment or advance payment.
- (3) If the Customer withdraws from the agreement, except for the studio rental agreement, through no fault of the Company on the day of commencement of performance, the Company will charge a cancellation fee (cancellation fee) of 100% of the agreed price; if the Customer withdraws within three days before commencement of performance, the cancellation fee will be 75%; if the Customer withdraws within seven days, the cancellation fee will be 50%; if the Customer withdraws within 21 days, the cancellation fee will be 30%; if the Customer withdraws within 30 days, the cancellation fee will be 10%. The amount of the severance payment cannot exceed the performance fee according to the respective agreement for a period of four weeks.
- (4) The following cancellation conditions apply to the rental of studios:
 - a) If the Customer cancels the rental agreement for any reason before the end of the agreed rental period or upon any change of terms, the Customer shall be obliged to pay the rental amount for the entire agreed rental period according to the agreement,
 - b) if the Company leases the studio to another Customer for the remainder of the term under paragraph (a), then it shall reimburse the original Customer the amount obtained by such lease, but not more than 90% of the rent paid under paragraph 1). The Company shall charge the remaining 10% for overheads.
- (5) In the event that any subject of the lease or any individual item comprising it is lost, damaged, destroyed or its return delayed, until it is returned to the Company in the same condition as when it was leased, or (in the case of its loss) until it is found and returned to the Company or (in the case of its destruction) until it is replaced by an equivalent item (may be expressed in money) or a comparable item capable of being re-leased, a penalty equal to the rental charge shall be charged. The method of replacement and the assessment of re-leaseability is reserved by the Company.
- (6) The Customer agrees that the standard invoice payment period is 14 days. When the payment period is extended to 30 days, 0 - 2% of the price may be invoiced on top of the performance price. When the payment period is extended to 60 days, the Company will invoice 5% of the price in addition to the performance price. When the due date is extended to 90 days, the Company will invoice 7% of the price of the performance.
- (7) All payments to the Company will be credited to the account specified on the invoice issued by the Company and payments sent by mail will be at the risk of the Customer. The Company reserves the right to charge contractual penalty on all amounts due after the specified due date at the rate of 0.05% for each day of delay, unless otherwise specified in the agreement. The contractual penalty is payable together with the payment of the amount due.
- (8) All amounts stated in the Company's price list are exclusive of value added tax, which will be charged at the applicable statutory rate.


VIII. Insurance

- (1) Movable and immovable property is insured through the group of which the Company is a part.
- (2) The Customer shall contribute to any damage caused by him or by persons who by virtue of his right use or otherwise dispose of the subject of the agreement in the amount of CZK 10,000* (*change reserved).
- (3) The Company has also taken out an insurance contract, which includes liability insurance for damages incurred by another in connection with the Company's activities.
- (4) The Company has insurance for liability for damage caused to the Customer by a natural event. The insurance does not cover cases where a Customer causes damage to himself or another Customer on the Company's premises. The Customer is obliged to insure the items brought in, in the event that he fails to do so, the full extent of the damage shall be borne by the Customer.
- (5) The Customer is obliged to inform the Company in writing of the occurrence of an insured event immediately, but at the latest on the next working day. In case of damage due to fire or criminal activity or traffic accident, also to the Police of the Czech Republic.
- (6) In the event of a breach of the insurance conditions by the Customer, the Customer shall be liable for the subject of the lease or the items comprising it to the full extent of the acquisition value of the item at the time of the insured event.


IX. Additional Provisions

- (1) In accordance with the provisions of Section 630(1) of Act No. 89/2012 Coll., the Civil Code, the statute of limitations for claims of the Company arising under this Agreement shall be fifteen years from the time when the right could have been exercised for the first time.
- (2) The Customer assumes the risk of a change of circumstances after the conclusion of the agreement, for which it is not entitled to claim the rights referred to in the provisions of Section 1765(1) and Section 2620(2) of Act No. 89/2012 Coll., Civil Code.
- (3) The Company's right to compensation for damages arising from the breach of the obligation to which the contractual penalty relates shall not be affected by the payment of the contractual penalty. The application of Section 2050 of the Civil Code is excluded.
- (4) The Company is entitled to amend these Terms to the extent appropriate. In the event of an amendment, the Company shall notify the Customer by e-mail or letter that the Terms have been amended by publishing the amended version on the Company's website. The amended Terms shall become effective on the fifth day after their publication. The Customer is obliged to familiarize itself with the amended Terms. In the event that the Customer does not agree with the amended Terms, the Customer is obliged to notify the Company and terminate its cooperation with the Company by giving one month's notice, starting from the date of delivery of the notice of termination to the Company. The last applicable version of the Terms before any change or amendment shall apply to the existing rights and obligations of the Customer and the Company.
- (5) The Company's authorization referred to in the preceding paragraph shall also apply to the situation where a price list or other annex is attached to the agreement.
- (6) In the event of a conflict between these Terms and the Customer's Conditions, the Company's Terms shall prevail.
- (7) These Terms are in accordance with the legal norms and legal order of the Czech Republic and the Customer hereby irrevocably submits to the jurisdiction of the Czech courts.
- (8) Should any provision of these Terms become invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions shall remain unaffected.
- (9) The place of performance for delivery and payment is Prague.

- (10) The Customer undertakes to acquaint all cooperating persons with these Terms and to ensure performance in accordance with these Terms.
- (11) Any descriptions and illustrations in catalogues, price lists or other promotional materials of the Company are for information purposes only. The provisions in the agreement shall prevail.
- (12) The processing of personal data by the Company is governed by the applicable legislation. Further information on the processing of personal data, as well as the rights to which data subjects are entitled in connection with the processing of their personal data, can be found on the Company's website: <https://www.barrandovstudio.cz/> in the section "GDPR & ke stažení".
- (13) The Company's premises are permanently monitored by a camera system. Further information about this CCTV system, as well as the rights that data subjects have in relation to the processing of their personal data through the CCTV system, can be found on the Company's website: <https://www.barrandov.cz/ochrana-osobnich-udaju/> in the section "Informace poskytované subjektům údajů / Kamerový systém".
- (14) The Company's protection of whistleblowers is governed by applicable law. Information on the Company's internal whistleblowing system, as well as the rights to which whistleblowers are entitled in connection therewith, is available on the Company's website with effect from 15 December 2023.
- (15) The Terms shall be valid and effective as of 01.09.2023 until any amendment to these Terms.



Barrandov Studio a.s.
Petr Tichý, M.A.,
Chairman of the Board



Barrandov Studio a.s.
Ing. Lenka Piškulová,
Vice-Chairman of the Board