

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

Electronic Proceedings 8610.20___/0000___

ANNEX 15
DRAFT OF THE SPCINE AGREEMENT

AGREEMENT No. ___/20___/Spicine

**PARTIAL REIMBURSEMENT AGREEMENT OF THE
PRODUCTION/FILMING EXPENSES OF AUDIOVISUAL WORK
PROVISIONALLY TITLED "XXXXX".**

The **PARTIES**:

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A., enrolled in the National Register of Legal Entities of the Ministry of Finance (CNPJ/MF) under No. 21.278.214/0001-02, headquartered at Rua Libero Badaró, 293, 22º andar, Conjunto 22B, Centro, São Paulo-SP, CEP 01009-907, herein duly represented pursuant to its bylaws by its undersigned Directors, hereinafter named **SPCINE**; and, on the other side,

(IDENTIFICATION DATA OF THE BIDDING COMPANY), hereinafter named **CONTRACTOR**;

(IDENTIFICATION OF THE ASSOCIATED FOREIGN PRODUCTION COMPANY, IF ANY) hereinafter named **INTERVENING/CONSENTING PARTY**;

Whereas:

a) The selection proceedings set forth in the Public Notice No. 07/2021/Spicine – Film Attraction Program of the City of São Paulo (**PUBLIC NOTICE**), approved under the electronic proceeding 8610.2020/0000827-0, in which the **CONTRACTOR** was the winner as set forth in the selection result published in the Official Gazette of the City on _____;

b) The **CONTRACTOR** or the **INTERVENING/CONSENTING PARTY** (if any) holds or will acquire the necessary rights to produce the audiovisual work named _____ (**WORK**) (for Modules 1, 2 and 3);

c) The **CONTRACTOR** holds a co-production agreement or contract or an agreement or contract defining its responsibility for the international production in Brazilian territory with the **INTERVENING/CONSENTING PARTY**; (for Modules 1, 3 and 5);

The **PARTIES** resolve to enter into this agreement (**AGREEMENT**), which will be governed by the **PUBLIC NOTICE**, especially by the applicable legislation, as applicable, Federal Laws Nos. 13,303/2016 and

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

Electronic Proceedings 8610.20__/0000__

10,406/2002 and, subsidiarily and as applicable, Municipal Law No. 13,278/2002 and Municipal Decree No. 44,279/2003, and its own clauses and conditions.

1. CLAUSE ONE – PURPOSE

1.1. The purpose of this **AGREEMENT** is:

I - For **BIDS** of Modules 1, 2 and 3, to govern the support from **SPCINE** to the production/filming of the **WORK** in the city of São Paulo upon partial reimbursement of the eligible production expenses (**CASH REBATE**) as listed in Exhibit 01 of the **PUBLIC NOTICE**.

II - For **BIDS** of Module 4, the granting of financial award for the development of an audiovisual work that includes the city of São Paulo in its narrative.

III - For **BIDS** of Module 5, to govern the support of **SPCINE** to partially or fully fund the prospection mission of representatives from foreign production companies that may be interested in producing or filming in the city of São Paulo.

1.2. In the case of existence of **INTERVENING/CONSENTING PARTY** and in those situations in which the foreign production company is the main party responsible for the production of the **WORK**, regardless of the sharing of responsibility and obligations set forth in the co-production agreement or contract or an agreement or contract defines the responsibilities for the international production in national territory, the **CONTRACTOR** shall be sole party responsible before **SPCINE** for ensuring the execution of the object under the **BID** submitted and approved according to the **PUBLIC NOTICE (BID)**, and for ensuring the compliance with the compensation and other obligations set forth in the **PUBLIC NOTICE** before **SPCINE**.

1.3. The **PUBLIC NOTICE** and its exhibits are considered an integral part of this **AGREEMENT**, regardless of transcript. The **BID** is also an integral part of this instrument, regardless of transcript.

1.4. **CONTRACTOR** must maintain, during the effectiveness of this **AGREEMENT**, all qualification and habilitation conditions set forth in the **PUBLIC NOTICE**, particularly those listed in Exhibit 01 (Qualification Matrix).

Paragraph 1 Any significant change of the **BID** must be immediately informed and presented to **SPCINE** pursuant to the provisions of clause 13 of the **PUBLIC NOTICE** and shall be submitted to a new evaluation by the Special Evaluation Commission.

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

Electronic Proceedings 8610.20__/0000__

Paragraph 2 The **BID** submitted and approved pursuant to the characteristics of Exhibit 02 (Qualification Matrix) is a vital obligation of this **AGREEMENT** and changes to its elements without communication to and approval by **SPCINE** shall constitute a contractual breach, subject to the applicable administrative sanctions and contractual termination, without prejudice of the recalculation of the **CASH REBATE** amount to which the **BIDDING COMPANY** is entitled under item 14.8 of the **PUBLIC NOTICE**.

2. CLAUSE TWO – END PRODUCT

2.1. CONTRACTOR must deliver to **SPCINE** the set of documents and products set forth in item 14.6 of the **PUBLIC NOTICE**, pursuant to the terms set forth in its item 14.7.

Sole Paragraph. Any term extensions as set forth in item 14.7 of the **PUBLIC NOTICE** do not require an amendment to the **AGREEMENT**, it being sufficient to obtain **SPCINE**'s express approval, observing the procedural formalities.

2.2. CONTRACTOR is the sole party responsible before **SPCINE** for obtaining all rights and financial resources necessary to make the approved **BID** feasible, and it is not possible to condition the compliance with the obligations and compensation provided in the **PUBLIC NOTICE** and in this **AGREEMENT** to any need to obtain production and/or distribution funds.

3. CLAUSE THREE – SPCINE CONTRIBUTION

3.1. SPCINE shall make a contribution in the amount of BRL XX.XX (in full), which shall be paid through a bank deposit in a checking account held by the **CONTRACTOR**, opened exclusively for this purpose, namely:

Bank:

Branch: XXXX

Checking Account: XXXXX

Sole Paragraph. For **BIDS** of Modules 1, 2, 3 and 5, the financial contribution shall occur as a **CASH REBATE** allocated to the partial reimbursement of the eligible production/filming expenses in the city of São Paulo or as a support to the prospection mission. For **BIDS** of Module 4, the financial contribution will occur as a financial award.

3.2. The **FUNDS** will be cleared according to the provisions in clause 12 of the **PUBLIC NOTICE**.

3.3. The funds contributed, while they are not used, may be invested in savings accounts from an official financial institution or in a short-term financial investment fund or open-market transaction based on public

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

Electronic Proceedings 8610.20__/0000__

debt instruments and the earnings arising therefrom must be used in the **BID** and must be listed in a specific statement, which shall be part of the rendering of accounts.

4. CLAUSE FOUR – USE OF BRANDS AND COMPENSATION

4.1. CONTRACTOR undertakes to insert the **FILM ATTRACTION PROGRAM OF THE CITY OF SÃO PAULO** in the credits of the **WORK**, pursuant to the “Visual Identity Manual”, according to Exhibit 16 of the **PUBLIC NOTICE** and clause 5 of the instrument.

4.2. The brands and logos must be requested by **CONTRACTOR** from **SPCINE**.

4.3. **CONTRACTOR** also undertakes to observe and safeguard the other compensations as set forth in clause 5 of the **PUBLIC NOTICE**.

5. CLAUSE FIVE – EFFECTIVENESS

5.1. This **AGREEMENT** shall go into force as of its execution and shall continue into force until the fulfillment of its purpose and the obligations and compensation set forth in this **PUBLIC NOTICE**, especially those related to the rendering of accounts, without prejudice to the obligations set forth herein that, due to its nature or as expressly set forth, must survive the termination of the **AGREEMENT**.

5.3. This **AGREEMENT** may be terminated early in the events specifically set forth in this instrument and in the **PUBLIC NOTICE**.

6. CLAUSE SIX – INSPECTION AND AUDIT

6.1. **SPCINE** may, through its employees or through a specialized firm contracted thereby, examine or audit the bookkeeping and other documents of **CONTRACTOR** related to the **BID**, provided that it sends prior notice at least ten (10) days in advance.

Paragraph 1 If **SPCINE** identifies, as a result of the audit, irregularities in the documentation pursuant to the **PUBLIC NOTICE** and this **AGREEMENT**, it may notify **CONTRACTOR** for it to immediately remedy any inconsistencies.

Paragraph 2 If the impact of the irregularities is higher than five percent (5%) of the amount of the financial contribution granted under clause 3 of this **AGREEMENT**, due to material error or not,

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

Electronic Proceedings 8610.20__/0000__

CONTRACTOR shall bear the audit costs, without prejudice to the applicable administrative sanctions, pursuant to clause 16 of this **PUBLIC NOTICE**.

7. CLAUSE SEVEN – RESPONSIBILITIES OF CONTRACTOR REGARDING THE BID

7.1. CONTRACTOR shall be the sole party responsible before **SPCINE** regarding the execution of the **BID** and for the obligations of any nature before third parties related to such activities, including those indicated in the **AGREEMENT** and, in this regard, it exempts **SPCINE** from any responsibility.

7.2. CONTRACTOR is the sole and exclusive party responsible before **SPCINE** for the regulation and obtainment of the use of authorizations, agreements, assignments and/or licenses of any copyrights, related rights and image rights regarding the **BID**, regardless of the sharing of responsibilities that may exist with the foreign production company (if any), ensuring that it has the right to enter into this **AGREEMENT** and that the respective execution does not breach third-party rights and that it has obtained and it will obtain, until the delivery of the final product:

I - All agreements, licenses, authorizations and assignments to which they were a part, in any way, for the execution of the **BID**.

II - All licenses for the synchronization of musical works protected by copyrights in the **WORK**.

III - All licenses of any and all copyrights, property rights and related rights regarding the **BID**.

7.3. CONTRACTOR represents that, when applicable, it has engaged professionals under the labor legislation, and it exempts **SPCINE** from any labor, social security and occupational accident claims regarding the execution of the **BID** in any territories.

7.4. CONTRACTOR declares that it has provided and borne, or it will provide and bear, all expenses and costs with equipment, materials, insurance, technical and arts services, corresponding tax, labor, social security, copyright charges and any other charges related to the execution of the **BID**.

7.5. CONTRACTOR exempts **SPCINE** from any type of responsibility and it must reimburse **SPCINE** if the latter is charged or sentenced to pay any amounts regarding the responsibilities indicated in this **AGREEMENT**.

7.6. In the event that **SPCINE** is sued in court or out of court for any violation of third-party rights arising from the publication, distribution, sale or economic exploitation or not of the **BID**, **CONTRACTOR** undertakes to defend the interests of **SPCINE** and request its immediate exclusion from the position of

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

Electronic Proceedings 8610.20__/0000__

defendant of the suit, undertaking to indemnify it, preferably through extrajudicial means, in the case of any losses of such nature imputed upon **SPCINE**. In this case, **SPCINE** must notify **CONTRACTOR**, in writing, within forty-eight (48) hours), for it to take all necessary measures, bearing the costs and hiring trusted professionals.

7.7. The responsibilities of **CONTRACTOR** before **SPCINE** must be observed regardless of any right of redress that it may have before the foreign production company responsible for the **WORK**, if any.

8. CLAUSE EIGHT – RENDERING OF ACCOUNTS

8.1. **CONTRACTOR** must render accounts for the proper use of the funds from **SPCINE** within the terms and pursuant to the manners set forth in clause 14 of the **PUBLIC NOTICE**.

8.2. The irregular use of the funds will subject **CONTRACTOR** to civil, administrative and criminal liability, which are independent under the civil, administrative and criminal legislation in force, and the sanctions of the **AGREEMENT**, it being incumbent upon **SPCINE**, the verification of any irregularity, adopt the corresponding legal and contractual sanctions and, in the case of suspected crime, forward such awareness to the competent authorities for proper investigation.

8.3. In the event of conflicts between the provisions in the Ordinance for Rendering of Accounts and in this **AGREEMENT** or in the **PUBLIC NOTICE**, the provisions of the latter instruments shall prevail.

9. CLAUSE NINE – DEFAULT, TERMINATION AND SANCTIONS

9.1. The default, non-execution or total or partial breach of the **PUBLIC NOTICE**, the **AGREEMENT** or the legislation applicable to the type of agreement shall subject **CONTRACTOR**, without prejudice to any indemnification for losses and damage assessed in court or administrative scope, to the penalties set forth in the applicable legislation, particularly in articles 82 to 84 of Federal Law No. 13,303/2016, and, as the case may be, the termination of the **AGREEMENT** with a possible need for return, in whole or in part, of the funds to **SPCINE**, duly adjusted from the date of the decision until the actual payment.

9.2. The applicable administrative sanctions are those set forth in clause 16 of the **PUBLIC NOTICE**.

9.3. All amounts arising from the obligations set forth in this **AGREEMENT**, if they are not satisfied within the respective maturity dates, may be object of collection and/or enrollment in the Municipal CADIN and collected through court enforcement plus, in any event, the respective charges and fines levied thereon, observing the legal formalities.

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

Electronic Proceedings 8610.20__/0000__

9.4. In addition to the events set forth above, the parties may terminate this **AGREEMENT** upon the submission of a written notice in the following events:

I - If any of the parties breach any of its representations, obligations, warranties or undertakings included in this **AGREEMENT** and such breach is not remedied within thirty (30) days as of the date on which it receives written notice of the other party in this regard.

II - In the case of bankruptcy decree, judicial reorganization, dissolution or judicial or extrajudicial winding-up, requested or ratified by the parties, if they prevent the execution of the object.

10. CLAUSE TEN – MISCELLANEOUS

10.1. The **PARTIES** must observe all valid laws and regulations by fulfilling their obligations set forth in this **AGREEMENT**, and shall cause all their employees, collaborators, agents and any other persons with whom it engages to fulfill them, it being certain that the respective non-compliance for any such individuals shall not exempt the parties from fulfilling their obligations.

10.2. With the exception of the express joint and several liability mentioned above, this **AGREEMENT** does not set forth any type of dependency, company, association, partnership or joint or several liability, nor there is any degree of hierarchical subordination or economic dependency and, except if it is expressly provided otherwise in this **AGREEMENT**, no party shall have or represent before third parties that it has any powers or authority to act on behalf of the other.

10.3. No party may assign or transfer the rights and obligations regarding this **AGREEMENT** without prior, express and written consent of the other party, except for the assignment or transfer of rights for companies of the same economic group.

10.4. This **AGREEMENT** constitutes the full understanding of the parties and any and all changes must be object of formalized and signed amendment.

10.5. The invalidity or unenforceability of any provision of this **AGREEMENT** shall have no implications regarding the validity of any other provision included herein and, if any provision is deemed invalid or illegal in any way, this **AGREEMENT** shall remain in force and must be interpreted as if the invalid or illegal provisions did not exist, the **PUBLIC NOTICE** and the legislation being applicable to provide for such provisions.

10.6. Failure or allowance by any of the parties in demanding fulfillment of any obligation related to this **AGREEMENT** from the other party shall not be deemed a waiver of such right, and shall be considered as

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

Electronic Proceedings 8610.20__/0000__

mere forbearance, not resulting in a novation, modification, waiver or loss of the right to request the fulfillment of such obligation at any time.

10.7. This AGREEMENT is irreversible and binds the parties, their legal successors and assignees.

10.8. Titles and headings included in this **AGREEMENT** serve as mere expediency and under no circumstance shall they be used to determine, limit or describe the scope of the provisions set forth herein.

10.9. Any provisions of this **AGREEMENT** that are inconsistent or inapplicable according to the dynamics and nature of the enforcement of a certain Module shall not cause the invalidity or exclusion of the instrument, the **PUBLIC NOTICE** and the legislation being applicable to provide for such provisions.

10.10. If there is any falsehood in the information and/or documents submitted by **CONTRACTOR** under the **PUBLIC NOTICE**, during the course of the contracting and in the effectiveness of this **AGREEMENT**, it shall cause its immediate termination, without prejudice to the application of the sanctions provided in law and in this **AGREEMENT**.

10.11. **SPCINE** shall publish an excerpt of this instrument in the Official Gazette of the City of São Paulo.

10.12. For the enforcement of this **AGREEMENT**, none of the parties may offer, grant or commit to grant to any person, or accept or undertake to accept from any person, on its own behalf or through the intermediation of another person, any payment, donation, compensation, financial or non-financial advantage or benefits of any kind that may constitute an illegal practice or corruption, directly or indirectly, regarding the object of this **AGREEMENT** or otherwise unrelated to it, and they must also ensure that their agents and collaborators work in the same manner (Municipal Decree No. 56,633/2015).

11. CLAUSE ELEVEN – APPLICABLE LEGISLATION AND JURISDICTION

11.1. The parties elect the Brazilian legislation as the only one applicable to this **AGREEMENT** and recognize the Brazilian jurisdiction as the sole party responsible for any claims related thereto.

Sole Paragraph. For **BIDS** of Module 4 directly formalized with a foreign production company not associated to a Brazilian production company, **CONTRACTOR** undertakes to formalize legal representation in Brazil with express powers to receive service of process and answer administratively or judicially in case of any claims.

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A.

Electronic Proceedings 8610.20__/0000__

11.2. The courts of the City of São Paulo/SP are hereby elected, to the express waiver of any others, however privileged they may be, in order to resolve on any issues or pending matters arising from this **AGREEMENT**.

In witness whereof, the parties undertake to the full compliance of all clauses and conditions of this AGREEMENT, and sign it in two counterparts (three, in the case of an INTERVENING/CONSENTING PARTY) of equal form and content in the presence of the two (02) undersigned witnesses identified below.

São Paulo, _____, 202_.

EMPRESA DE CINEMA E AUDIOVISUAL DE SÃO PAULO S.A. - SPCINE

By: _____
Name: _____
Title: Chief Executive Officer

By: _____
Name: _____
Title: Executive Officer

CONTRACTOR

By: _____
Name: _____
Title: _____

WITNESSES:

Name:
Individual Taxpayer's Register (CPF):

Name:
Individual Taxpayer's Register (CPF):

THIS SIGNATURE PAGE IS THE LAST PAGE OF THE AGREEMENT, WITHOUT PREJUDICE TO ITS EXHIBITS, TRANSCRIPTS OR PARTS REGARDLESS OF TRANSCRIPTION.