

This agreement (the "Agreement") is entered into as of **8 November 2021** by and between:

MILLENNIUM MEDIA, INC.
as sales agent for PSI Productions Ltd.

and

VLG.FILM LTD

("Licensor")

("Licensee")

Territory (ies): **C.I.S. AND BALTIC STATES** (see Deal Terms page DT-1 for Details)

RE: "THE BRICKLAYER"

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written to constitute a binding contract between them.

MILLENNIUM MEDIA, INC.
("Licensor")

By: 

Its: Vice President, International Sales

VLG.FILM LTD.
("Licensee")

By: 

Its: Director

DEAL TERMS

I. BASIC LICENSE TERMS

A. Picture: **"THE BRICKLAYER"**

The length of the Picture should not exceed 120 minutes (not including main and end credits).

B. Territory: **C.I.S.** which is Belarus, Caucasus Region (Armenia, Azerbaijan, Georgia including Abkhazia and South Ossetia); Central Asia (Kyrgyzstan Kazakhstan, Tajikistan, Turkmenistan, Uzbekistan), Russia, Ukraine and non-exclusive Moldova (non-exclusivity applies only to Romanian language) and the **BALTIC STATES** which are Estonia, Latvia and Lithuania.

C. Term: On a non-precedential basis, starting on execution and ending **FIFTEEN (15) YEARS** from Notice of Delivery.

D. Authorized Language: English language with Russian and/or local language subtitled, dubbed, or voiced-over;
No "English language only" except parallel-tracked (applicable to all Licensed Rights in technically possible). For the avoidance of doubt, the parallel-tracked version cannot be exploited in the Territory before the Picture is released in Internet in the U.S.

E. Authorized Video Use(s): 1/2" PAL cassette, DVD, Blu-Ray Disc, laser disc, compact disc and all future linear formats.

F. Authorized Television Runs: Unlimited; Licensee is hereby granted an unlimited number of broadcasts for the Picture for both PAY TV and FREE TV, whether broadcast via terrestrial, cable or satellite transmission is at Licensee's discretion. Licensee agrees, however, that all satellite transmissions are to be of a dubbed or encrypted version.

G.* Release Dates: Licensee shall have no obligation to release the Picture theatrically or in any other medium. Licensee cannot exploit any Licensed Right before the end of its applicable Holdback period.

Licensor shall inform the Licensee about date of expiry of initial holdback in each type of media no later than 90 (ninety) calendar days in advance of such date. If the Licensor is not notified about the date of expiry of initial (or) theatrical holdback or is notified later than 90 (ninety) calendar days, Licensee shall have an option to terminate the Agreement and claim back the portion of the Minimum Guarantee paid to the Licensor.

*See Additional Terms, clause F.

II. LICENSED RIGHTS TERMS

A Right is exclusively licensed to Licensee only if expressly so designated by mark in the "Yes" box. Any Right not marked or marked in the "No" box is a Reserved Right of Licensor, including, but not limited to Music Publishing, CD-I, CD-Rom and all other rights to media not in existence at the date of this Agreement.

Rights Granted:

A. Cinematic Rights:

	<u>Licensed</u>	
Theatrical	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Non-Theatrical	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Public Video	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

B. Ancillary Rights (*if no U.S. theatrical release, no ancillary holdbacks apply):

	<u>Licensed</u>	
Airline	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Ship	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Hotel	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

C. Video Rights (including any types and modes of use for Video Rights hereafter developed, discovered, invented, devised, or created):

	<u>Licensed</u>	
Home Video	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commercial	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Video Sell-thru	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Mail-order	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

D. Television Rights**:

Pay-Per-View TV:

	<u>Licensed</u>	
Terrestrial	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cable	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Satellite	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Pay TV:

	<u>Licensed</u>	
Terrestrial	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cable	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Satellite	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Free TV:

	<u>Licensed</u>	
Terrestrial	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cable	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Satellite	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Internet:

	<u>Licensed</u>	
TVOD	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
EST	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
SVOD	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
AVOD	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
FVOD	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

E. Video-On-Demand:

	<u>Licensed</u>	
Near VOD	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
VOD	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No