

DISTRIBUIDORA DE FILMES S/A - RIOFILME

PROGRAM OF INCENTIVE TO RIO DE JANEIRO AUDIOVISUAL 2023

NON REIMBURSABLE MODALITY

NOTICE No. 1- INCENTIVE TO THE ATTRACTION OF AUDIOVISUAL PRODUCTIONS FOR THE CITY OF RIO DE JANEIRO - CASH REBATE

1. INTRODUCTION

1.1. The Municipality of the City of Rio de Janeiro (PCRJ), through DISTRIBUIDORA DE FILMES S/A - RIOFILME ("RIOFILME") makes it public to all interested parties, the NOTICE OF PROGRAM OF INCENTIVE TO RIO DE JANEIRO AUDIOVISUAL 2023, NON REIMBURSABLE MODALITY, which will receive APPLICATIONS for investments concerning the following LINES OF ACTION:

I - LINE OF ACTION – PRODUCTION OF AUDIOVISUAL WORK OF INTERNATIONAL REACH

II - LINE OF ACTION - PRODUCTION OF AUDIOVISUAL WORK OF NATIONAL REACH, COMING FROM OTHER STATES

1.1.1. Administrative information:

ADMINISTRATIVE PROCEDURE	FIL-PRO-2023/00121
WORK PROGRAM	3051.133920608.4905
SOURCE	1.500.100

1.2. This selection process is oriented to BRAZILIAN INDEPENDENT PRODUCERS established in the city of Rio de Janeiro, which must meet the conditions and requirements under this NOTICE as well as, as applicable, satisfy the provisions under Federal Laws no. 13,303/16 (Statute of State-Owned Companies), Law no. 9,610/98 (Law of Copyrights), Federal Supplementary Law no. 101/00 (Tax Responsibility Law), Financial Administration and Public Accountability Code of the City of Rio de Janeiro (CAF), instituted by Municipal Law no. 207/80 and ratified by Municipal Supplementary Law no. 1/90, by its General NOTICE (RGCAF) approved by Decree no. 3,221/81, Rio Decree no. 44698/18, rules on Performance and Monitoring of Investment and Support Agreements and Accounting Rendering of RIOFILME, in effect at the time of the budget execution as well as any others that supplement, modify or replace them, and, according to the clauses and conditions below:

1.3. RIOFILME will manage the procedures established in the NOTICE, namely: RECORD OF APPLICANTS, REGISTRATION OF PROPOSALS, QUALIFICATION, CLASSIFICATION, SELECTION, QUALIFICATION FOR AGREEMENT EXECUTION, DISBURSEMENT, EXECUTION, AND ACCOUNT RENDERING CONCERNING THE SELECTED PROPOSALS.

2. DEFINITIONS IN THE NOTICE

2.1. The following definitions are adopted for the purposes of this NOTICE:

I - RIOFILME SUPPORT: financial resources to be contributed by RIOFILME in the selected APPLICATION.

II - CASH REBATE: a mechanism to pay part of the eligible production expenses incurred in the city of Rio de Janeiro, through direct pass-through of financial resources to the APPLICANTS, considering the criteria defined in this NOTICE.

III - ELIGIBLE EXPENSES: all production expenses of the selected proposal for the purposes of proving the financial execution in Rio de Janeiro carried out by the APPLICANT, as defined in EXHIBIT X.

IV - BUSINESS GROUP: Association of companies connected by affiliation or control corporate relations under articles 116 and 243 of Law 6,404/1976 or with a common member with a preponderant position in the corporate resolutions of both companies.

V - INTERVENING PARTY - A company that under co-production, licensing, or services agreement executed with the APPLICANT will contribute financial resources to the production of the audiovisual work to be developed, in whole or in part, in the city of Rio de Janeiro, and assumes obligations before RIOFILME as specified in the is notice and the exhibits hereto.

VI - FEATURE AUDIOVISUAL WORK: Non-serial audiovisual work with a duration above 70 minutes.

VII - ANIMATION AUDIOVISUAL WORK: Audiovisual work produced using mainly animation techniques and whose majority of characters, if any, are animated.

VII - FICTION AUDIOVISUAL WORK: Audiovisual work produced using a script and whose plot/editing is organized as a narrative.

IX - REALITY SHOW AUDIOVISUAL WORK: audiovisual work in a reality show format, whose plot/editing is organized using predetermined interaction dynamics between real characters.

X - NON-ADVERTISING AUDIOVISUAL WORK: audiovisual work that does not fit into the definitions of advertising audiovisual work.

XI - AUDIOVISUAL WORK OF INTERNATIONAL REACH: non-advertising audiovisual work whose intervening party is a foreign company or a Brazilian company that is part of an international business group.

XII - AUDIOVISUAL WORK OF NATIONAL REACH COMING FROM OTHER STATES: non-advertising audiovisual work that complies with item V of art. 1 of Provisional Presidential Decree no. 2,228-1, of September 6, 2001, whose INTERVENING PARTY

complies with paragraph 1 of art 1 of Provisional Presidential Decree no. 2,228-1, of September 6, 2001, created by a company based in a Brazilian state other than Rio de Janeiro.

XIII - ADVERTISING AUDIOVISUAL WORK: audiovisual work designed for advertising and publicity, exhibitions, or offer of products, services, companies, public or private institutions, political parties, associations, public administration, as well as tangible or intangible assets of any nature.

XV - SERIAL AUDIOVISUAL WORK: an audiovisual work that is produced in chapters or episodes under the same title.

XVI - APPLICANT: A legal entity that meets the requirements under this NOTICE and takes legal responsibility for subscribing, executing, and completing the APPLICATION to RIOFILME.

XVII - APPLICATION: Formalization of proposed financial contribution to the audiovisual project by the presentation of documents and information to RIOFILME.

XVIII - ELECTRONIC GAME: Interactive audiovisual work whose images are changed in real-time according to the gamers' actions.

3. PURPOSE

3.1. The purpose of this NOTICE is to select and support financially, in a non-exclusive way, PROPOSALS for the production of AUDIOVISUAL WORKS, developed in full or in part in the city of Rio de Janeiro, through the CASH REBATE mechanism.

4. FINANCIAL RESOURCES

4.1. This NOTICE will make available up to twelve million reais (R\$ 12,000,000.00) from the RIOFILME budget for the production of the PROPOSALS.

4.1.1. The amount mentioned in item 4.1. may be increased in case of supplementary appropriation or reduced in case of budget contingency.

4.1.2. RIOFILME may, at any time, upon a grounded decision published in the Official Journal of the City of Rio de Janeiro (D.O.RIO.), change the amounts available for each line of action established in item 4.2.

4.1.3. If the amount made available is reduced, the amounts related to already executed agreements will be preserved.

4.2. The amounts will be made available according to the table below:

LINE OF ACTION	NUMBER OF PROPOSALS	MAXIMUM SUPPORT PER	TOTAL
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	ACCEPTED	APPLICATION	
PRODUCTION OF AUDIOVISUAL WORK OF INTERNATIONAL REACH	variable	R\$ 2,000,000.00	R\$ 10,000,000.00
PRODUCTION OF AUDIOVISUAL WORK OF NATIONAL REACH, COMING FROM OTHER STATES	variable	R\$ 1,000,000.00	R\$ 2,000,000.00

4.3. RIOFILME resources equivalent to thirty percent (30%) of the spent amount per audiovisual production will be invested in eligible expenses in the city of Rio de Janeiro to the maximum support per proposal established in item 4.2 according to the line of action.

4.3.1. In the case of production proposals with a main location in the city of Rio de Janeiro, RIOFILME's investment, under item 4.3., may correspond to thirty-five percent (35%).

4.3.2. The proposals to be considered will be those that establish the city of Rio de Janeiro as the main location and cumulatively

- a) establish the city of Rio de Janeiro as the diegetic place of the narrative;
- b) have the city of Rio de Janeiro as a location for at least 60% of the scenes;
- c) will use at least two (2) emblematic locations of the city of Rio de Janeiro, whether real or reproduced in a studio located in the city of Rio de Janeiro (at least one scene in each);

4.4. One hundred percent (100%) of the amounts invested by RIOFILME in the selected proposals will be spent with suppliers established in the city of Rio de Janeiro.

4.4.1. Compliance with the provisions in item 4.4 will be verified by the analysis of tax documents to be presented in the Account Rendering.

5. APPLICANT

5.1. The APPLICANTS that may be part of this NOTICE are:

I - A company regularly established in the city of Rio de Janeiro for more than two (2) years from the company's organization date until the publication date of this NOTICE in the D.O. RIO.

II - An independent Brazilian producer regularly registered and classified as INDEPENDENT BRAZILIAN ECONOMIC AGENT in the Agência Nacional do Cinema (ANCINE), under ANCINE Normative Instruction no. 91, of December 1, 2010.

III - A company whose core or secondary economic activity is classified as one of the following classes of the National Classification of Economic Activities (CNAE)

- a) 59.11-1/01 - Movie studios

- b) 59.11-1/02 - Production of advertising films
- c) 59.11-1/99 - Film production activities, from videos to TV programs, that have not been previously specified
- c) 59.12-0/99 - Post-production of films, videos, and TV programs
- d) 6201-5 - Development of computer programs to order
- e) 6202-3 - Development and licensing of customizable computer programs
- f) 6203-1 - Development and licensing of non-customizable computer programs

IV - A company that are not in breach of its obligations before RIOFILME.

V - A company that does not control, is not controlled by, or is not affiliated to, a company that aggregates electronic games services, supplier of electronic games services to the end consumer.

VI - A company that is not bound by an instrument that, directly or indirectly, grants or is intended to grant to minority members, where such members aggregate electronic games services, supply electronic games services to the end consumer, right to business veto or any type of business interference in the produced contents.

VII - A company that does not have an exclusivity bond preventing it from producing or selling to third parties the electronic games it produces.

5.2. PROPOSALS from APPLICANTS, whose members, managers, officers, or associates are civil servants or government employees, hold an effective position or commissioned position at RIOFILME or SECULT, or are directly connected to the members of the EVALUATION COMMISSION will not be allowed; the subscription, if any, may be opposed at any time.

5.2.1. Persons directly connected are those that maintain employment, contractual, and/or corporate relationship as well as next of kin or collaterals within the third degree.

5.3. To qualify to make an APPLICATION under this NOTICE, the APPLICANT must be registered in the subscription system available at the www.riofilme.com.br.

5.4. When making the REGISTRATION, the APPLICANT must insert in the system the information and documents specified in EXHIBIT II - INFORMATION AND DOCUMENTS THAT FORM THE APPLICANT'S REGISTRATION.

6. PROPOSAL

6.1. The eligible PROPOSALS for AUDIOVISUAL WORKS are those produced in whole or in part in the city of Rio de Janeiro with a high potential of national and/or international public communication and cultural relevance.

6.2. A PROPOSAL subscribed in the LINE OF ACTION - PRODUCTION OF AUDIOVISUAL WORK OF INTERNATIONAL REACH must

- I - be the subject of an agreement on co-production, licensing with funds for the production, or provision of audiovisual production services in the city of Rio de Janeiro, executed between the APPLICANT and a foreign company or a Brazilian company that is part of an international business group;
- II - provide for ELIGIBLE EXPENSES in the city of Rio de Janeiro of at least two million reais (R\$ 2,000,000.00) to be incurred until December 2024;
- III - provide for ELIGIBLE EXPENSES in the city of Rio de Janeiro, with RIOFILME's resources equivalent at most to thirty percent (30%) of the spent amount, or thirty-five percent (35%), in the case under item 4.3.1., up to a maximum limit of two million reais (R\$ 2,000,000.00);
- IV - have as its subject:
 - a) NON-SERIAL FEATURE AUDIOVISUAL WORKS of the FICTION or ANIMATION type, for initial exploitation in movie theaters, TV broadcasting, or exploitation through digital audiovisual services platforms, namely VOD, AVOD, TVOD, or SVOD; or
 - b) SERIAL AUDIOVISUAL WORKS with at least three (3) episodes; minimum season duration of one hundred and fifty (150) minutes; of FICTION ANIMATION, or REALITY types initially intended for TV broadcasting, or exploitation through digital audiovisual services platforms, namely VOD, AVOD, TVOD, or SVOD; a minimum cost of R\$ 10,000.00 per minute;
 - c) ELECTRONIC GAMES with distribution agreements executed with publishers of global reach.
- V - provide for premiere in at least six (6) non-Portuguese speaking countries with at least 100 million inhabitants.

6.2.1. In case of CO-PRODUCTION involving more than one BRAZILIAN PRODUCER, only one producer will be named APPLICANT.

6.3. The PROPOSAL subscribed in the LINE OF ACTION: PRODUCTION OF AUDIOVISUAL WORK OF NATIONAL REACH, COMING FROM OTHER STATES must

- I - be the subject of an agreement for purposes of co-production, licensing with resources designed for production or provision of audiovisual production services in the city of Rio de Janeiro, executed between the APPLICANT and a company that fulfills the provisions in paragraph 1 of Art. 1 of Provisional Presidential Decree 2,228-1/2001, with principal place of office in a Brazilian state other than Rio de Janeiro;

- II - provide for ELIGIBLE EXPENSES in the city of Rio de Janeiro of at least one million reais (R\$ 1,000,000.00) to be incurred until December 2024;
- III - provide for ELIGIBLE EXPENSES in the city of Rio de Janeiro, with Riofilme's resources equivalent at most to thirty percent (30%) of the spent amount, or thirty-five percent (35%) in the case under item 4.3.1. up to a maximum limit of one million reais (R\$ 1,000,000.00);
- IV - have as its subject:
 - a) FEATURE AUDIOVISUAL WORKS of the FICTION or ANIMATION type, for initial exploitation in movie theaters, TV broadcasting, or exploitation through digital audiovisual services platforms, namely VOD, AVOD, TVOD, or SVOD, or
 - b) SERIAL AUDIOVISUAL WORKS with at least three (3) episodes; minimum season duration of one hundred and fifty (150) minutes; of FICTION, ANIMATION, or REALITY SHOW types initially intended for TV broadcasting, or exploitation through digital audiovisual services platforms, namely VOD, AVOD, TVOD, or SVOD; minimum cost of R\$ 10,000.00 per minute;
 - c) ELECTRONIC GAMES with distribution agreements executed with publishers of global reach.
- V - Provide that at least three (3) of the technical and artistic team leaders will be Brazilian residents in the city of Rio de Janeiro for 2 years at least.

6.4. PROPOSALS characterized as the mere shooting of demonstrations or events of any nature, publicity or advertising of any kind, including political propaganda, religious preaching, competitions, journalistic content, variety shows with a host, or porn work will be disqualified.

6.5. All subscription documents of the proposals must have a version in Portuguese, and the agreements executed with international partners must be translated into English.

7. SUBSCRIPTION OF PROPOSALS

7.1. The PROPOSALS must be subscribed using exclusively the subscription system in the Internet to fill out the forms available at www.riofilme.com.br, which will be open from July 26, 2023, at 12:00 pm, until October 31, 2023, at 18:00 pm.

7.1.1. The receipt of subscriptions may be suspended when the resources available for NOTICE are exhausted.

7.1.2. In case of contribution of supplementary resources after the suspension of the subscriptions, the subscription and selection process may be re-opened, following the same procedures.

7.1.3. The suspension and resumption of the subscriptions will be published in the D.O.RIO.

7.2. The effective subscription of the PROPOSAL will require the payment upon deposit into a bank account to be indicated by RIOFILME:

I - LINE OF ACTION - PRODUCTION OF AUDIOVISUAL WORK OF INTERNATIONAL REACH - deposit of twenty thousand reais (R\$ 20,000.00)

II - LINE OF ACTION - PRODUCTION OF AUDIOVISUAL WORK OF NATIONAL REACH DERIVED COMING FROM OTHER STATES - deposit of seven thousand reais (R\$ 7,000.00)

7.2.1. The amount paid on account of the subscription fee will be considered an ELIGIBLE EXPENSE in the event of selection and execution of the agreement concerning the PROPOSAL.

7.3. THE PROPOSAL will be submitted in the specific format for each LINE OF ACTION, as established in EXHIBIT III - INFORMATION AND DOCUMENTS FOR THE PROPOSAL SUBSCRIPTION, accompanied by EXHIBIT I - REQUIRED STATEMENTS OF THE APPLICANT, signed by its legal representative, and PROOF OF PAYMENT OF THE SUBSCRIPTION FEE, as established in item 7.2.

7.4. The APPLICANT is responsible for ensuring the integrity of the documents sent at the time of the subscription and checking previously the full accessibility to the digital files in Windows systems.

7.5. In case of proof that the information provided is untruthful, RIOFILME may, at any time, exclude the APPLICANT from the selection process, and annul an agreement that might have been executed, and the APPLICANT will return any amount received with the legal increases.

7.6. RIOFILME will not provide copies of the documents and the information sent.

7.7. The PROPOSAL subscription presumes the APPLICANT's previous agreement to the provisions in this NOTICE and the exhibits hereto.

8. QUALIFICATION

8.1. The QUALIFICATION stage corresponds to the verification of the documents, items, and information required for the subscription in order for the APPLICANTS to prove that they meet the requirements under this NOTICE as well as the verification of the integrity of the information required for the analysis of the PROPOSAL.

8.2. RIOFILME will set up a TECHNICAL ANALYSIS COMMISSION formed by the company's employees to carry out the procedures of the QUALIFICATION stage.

8.2.1. RIOFILME will have 15 days after the subscription of a PROPOSAL to conduct the QUALIFICATION analysis.

8.2.2. In the event of lack of information or documents, RIOFILME will inform the APPLICANT, which will have five (5) business days to provide an answer.

8.2.3. The period for the answer may be extended for an equal period at the APPLICANT's request.

8.3. Subscriptions of PROPOSALS that fail to meet the requirements established in this NOTICE will be disqualified.

8.4. RIOFILME will publish at its electronic address and in the D.O. RIO the qualified and disqualified PROPOSALS, indicating the items of the NOTICE that the APPLICANT's failure to satisfy caused the disqualification, whenever applicable.

8.5. An APPLICANT whose PROPOSAL was disqualified may appeal within three (3) business days by filling out the fields for APPEAL - SUBSCRIPTION STAGE on the page of the PROPOSAL in the subscription system.

8.6. If the APPLICANT of the disqualified PROPOSAL fails to appeal, or if the appeal is denied, the PROPOSAL will be disqualified definitely and will not proceed to the stage of PROPOSAL EVALUATION AND SUPPORT DECISION.

8.7. Appeal of a final decision on QUALIFICATION will not be admitted.

8.8. After the entertainment of an appeal, the final decision on a PROPOSAL QUALIFICATION will be published in the D.O.RIO and the electronic address of RIOFILME.

8.8.1. The QUALIFIED PROPOSALS will proceed to the stage of PROPOSAL EVALUATION AND SUPPORT DECISION.

9. PROPOSAL EVALUATION AND SUPPORT DECISION

9.1. The qualified PROPOSALS will be evaluated by an EVALUATION COMMISSION to be appointed by RIOFILME.

9.2. The EVALUATION COMMISSION will be formed by five (5) well-known and/or renowned professionals of the audiovisual area: three (3) of these professionals will be RIOFILME representatives, one (1) will preside over the commission, and two (2) will be representatives of the civil society.

9.3. The EVALUATION COMMISSION will analyze the qualified PROPOSALS and every two months it will hold SUPPORT DECISION MEETINGS, whereat it will define the PROPOSALS selected to receive the financial contribution.

9.3.1. At each SUPPORT DECISION MEETING, the preliminarily qualified proposals will be evaluated 15 days before the meeting.

9.3.2. The annual calendar of the meetings will be made public at least 15 days after the publication of this NOTICE.

9.3.3. In case of a large number of preliminarily qualified proposals, at the sole discretion of the EVALUATION COMMISSION, additional meetings may be held.

9.4. Each proposal will be evaluated according to the following criteria:

I - Potential impact of the proposal on the audiovisual sector of the city and other related sectors, including volume of the financial contribution, preferably resources of private origin; generation of jobs in the value chain of the sector; expectation of hiring of technical and artistic team leaders by Brazilian residents in the city of Rio de Janeiro for two (2) years at least.

II - Distribution strategy and contribution to the visibility and international promotion of the city of Rio de Janeiro;

III - History of the involved companies and the technical and artistic team.

IV - Economic and technical feasibility, and coherence of the proposal, including the status of the production schedule, raising of funds, and established partnerships.

9.5. At the discretion of the EVALUATION COMMISSION, the APPLICANTS may be invited to make an oral presentation and clarify doubts related to the PROPOSAL.

9.5.1. The APPLICANTS will be informed of the date of the oral presentation at least five (5) business days in advance.

9.6. Based on the criteria in item 9.4., the EVALUATION COMMISSION will define the PROPOSALS selected in each LINE OF ACTION at each SUPPORT DECISION MEETING.

9.7. The EVALUATION MEETING will take the minutes of the SUPPORT DECISION MEETINGS, and the minutes will be published at www.riofilme.com.br and the D.O. RIO.

9.8. The decisions of the EVALUATION COMMISSION will be sovereign, and appeals will not be possible.

10. QUALIFICATION TO EXECUTE AGREEMENT

10.1. Within fifteen (15) business days after the publication of the selected PROPOSALS, the APPLICANTS will prove their juridical, labor, social security, tax, and accessory legality in all spheres of the direct and indirect public administration (municipal, state, and federal) as well as their legal right to copyrights and others related to the PROPOSAL by presenting copies of the documents listed in EXHIBIT XI - REQUIRED DOCUMENTATION FOR THE EXECUTION OF THE AGREEMENT.

10.2. At any time, RIOFILME may request that the APPLICANTS produce other documents RIOFILME may consider necessary to supplement the documentation already submitted.

10.3. Except for the documents issued via the Internet duly authenticated to be valid, copies of other documents may or may not be authenticated.

10.4. The documents submitted must be within the term of validity on the occasion of the execution of the agreement and the payments.

10.4.1. In the cases any Certificates, Statements, and Registrations do not indicate their term of validity and there is no related provision in the specific legislation, all documents issued within ninety (90) days from the date they have been issued will be considered valid.

10.5. The PROPOSALS will not be qualified for the execution of the agreement in the following events:

I - In the event the APPLICANTS fail to submit the documents within the term under item 11.1.

II - In the event of an impediment, administrative suspension and/or the APPLICANTS' failure to fulfill any obligations related to a project that RIOFILME had supported previously.

10.6. RIOFILME will publish at its electronic address (www.riofilme.com.br), and in the D.O. RIO, the list of the QUALIFIED AND DISQUALIFIED PROPOSALS FOR THE EXECUTION OF AGREEMENT as well as the items of the NOTICE that have not been satisfied, causing the disqualification.

10.7. An APPLICANT whose PROPOSAL was disqualified may appeal within three (3) business days by filling out the fields of APPEAL - SUBSCRIPTION STAGE on the page of the PROPOSAL in the subscription system.

10.8. If the APPLICANT does not appeal or if the appeal is denied, the PROPOSAL will be disqualified and replaced with the first substitute, following the order defined by the respective EVALUATION COMMISSION.

10.9. The definitely qualified PROPOSALS will proceed to the AGREEMENT EXECUTION stage.

11. AGREEMENT EXECUTION

11.1. RIOFILME will send via e-mail to the APPLICANT responsible for the PROPOSAL QUALIFIED FOR THE AGREEMENT EXECUTION the Support Agreement ("AGREEMENT"), whose draft is in EXHIBIT XVI.

11.2. The AGREEMENT should be verified and signed by the APPLICANT alternatively as follows:

I - Digitally, using the [system for electronic signature of documents supplied by the federal government](#), and then it should be digitally sent to the e-address fomentoriofilme@gmail.com; or

II - Physically, two (2) copies printed duly initialed (all pages) and signed (last page) by the APPLICANT's legal representative and then sent to the following address: Rua das Laranjeiras no. 307, Laranjeiras, Rio de Janeiro/RJ.

11.3. The agreements should be sent to RIOFILME within up to twenty (20) business days from receipt, under penalty of automatic disqualification of the PROPOSAL.

11.4. The PROPOSAL may be disqualified in case the APPLICANT refuses to sign the AGREEMENT, or signs the AGREEMENT out of time, and the PROPOSAL will be replaced with the substitute, according to the order defined by the EVALUATION COMMISSION.

11.4.1. The documentation will be considered sent in due time according to the delivery date or date it is posted in the Post Office.

11.5. The APPLICANTS that executed the agreement will be liable for delivering the AUDIOVISUAL WORK to RIOFILME within the period established in the NOTICE and the AGREEMENT.

12. DISBURSEMENT AND TRANSACTION

12.1. RIOFILME will disburse the financial support after the execution of the AGREEMENT and the publication of its statement in the D.O. RIO.

12.2. The amount will be disbursed in a lump sum by a deposit in a bank account held by the APPLICANT (ACCOUNT REGISTER) to be informed to RIOFILME.

12.2.1. According to the Department of Finance and Planning of the City of Rio de Janeiro, in compliance with agreement no. 104/2022-SMFP, the account register must be compulsorily held with BANCO SANTANDER (Brasil) S.A.

12.2.2. The APPLICANT must also open a second bank account specifically for the PROPOSAL at a bank of its choice exclusively to carry out transactions related to the PROPOSAL (CASH IN BANK ACCOUNT) and inform RIOFILME about it.

12.2.3. The funds will be transferred by RIOFILME to the ACCOUNT REGISTER and, after receipt, will be transferred within at least ten (10) days by PRODUCER to the CASH IN BANK ACCOUNT.

12.2.4. The CASH IN BANK ACCOUNT will be used exclusively for the PROPOSAL, and binding it to financial investments will be permitted, under the Account Rendering rule, whereas binding it to credit limits granted by the financial institution will not be permitted (ex: overdraft, credit card, and/or others).

12.3. APPLICANT's transactions with the funds deposited in CASH IN BANK ACCOUNT are contingent on RIOFILME's prior express authorization.

12.3.1. Transactions with funds deposited in the CASH IN BANK ACCOUNT will be authorized by RIOFILME in two stages:

l) Upon proof of the execution of 80% of the funds coming from the INTERVENING PARTY to be spent by the APPLICANT to pay eligible expenses in the city of Rio de Janeiro, RIOFILME will authorize the use of 80% of the funds available in the CASH IN

BANK ACCOUNT.

II) Upon proof of the execution of 100% of the funds deriving from the INTERVENING PARTY to be spent by the APPLICANT to pay eligible expenses in the city of Rio de Janeiro, RIOFILME will authorize the use of the remaining funds available in the CASH IN BANK ACCOUNT.

12.3.2. Any transaction involving the funds deposited in the CASH IN BANK ACCOUNT without RIOFILME's prior authorization will cause unilateral termination of the AGREEMENT and the resulting return of all amounts invested, with interest accrued and inflation adjustment, payment of fine corresponding to 20% of the invested amount, without prejudice to other applicable administrative and legal penalties, in particular, those provided in the administrative rule on Account Rendering in effect.

12.3.43. A request for transaction using the funds deposited in the CASH IN BANK ACCOUNT will be carried out according to the procedures provided under the rule for the execution and monitoring of the RIOFILME's investment and support agreements in effect, by filling out the APPLICATION FORM FOR TRANSACTION OF FUNDS, ACCOMPANIED BY THE REPORT ON THE EXECUTION OF ELIGIBLE EXPENSES, the copies of the respective tax documents, and proofs of the deposit of funds of the INTERVENING PARTY to the APPLICANT.

12.4. For the purposes of the accounting of the funds invested in eligible expenses in the city of Rio de Janeiro, only those expenses incurred from January 2023 will be allowed.

12.5. RIOFILME may request additional clarifications or documentation to supplement those documents presented in the REPORT ON THE EXECUTION OF ELIGIBLE EXPENSES to confirm the effective execution of the funds under this NOTICE.

12.5.1. In the event of a request for documentation or supplementary clarifications, the APPLICANT will have thirty (30) days from the date of receipt of the request to answer it.

12.5.2. If no answer is given within the term established in item 12.5.1., the request for authorization to use the funds will be dismissed.

13. THE AUDIOVISUAL WORK TO BE PRODUCED

13.1. Within eighteen (18) months from the date RIOFILME deposited the financial contribution in the ACCOUNT REGISTER, the APPLICANT will deliver RIOFILME the materials that prove that the audiovisual work has been completed, as established in EXHIBIT I to the AGREEMENT.

13.2. If the APPLICANT requests justifiably an extension of the term for the delivery of the AUDIOVISUAL WORK, RIOFILME may grant a term of up to one (1) year.

13.3. The INTERVENING PARTY undertakes to launch and disseminate the WORK as provided under the PROPOSAL.

13.3.1. In the case of FILM AUDIOVISUAL WORKS, the INTERVENING PARTY will give RIOFILME, through the distributor engaged to distribute the AUDIOVISUAL WORK in the Brazilian territory, without any burden, at least fifteen (15) double invitations to preview sessions, if any, and thirty (30) single supporting invitations to the AUDIOVISUAL WORK.

14. APPLICATION OF THE BRANDS

14.1. The brand of RIOFILME, the symbol of the City Office of Culture, and the symbol of the Government of the City of Rio de Janeiro will be compulsorily inserted by the APPLICANT and the INTERVENING PARTY in the credits of the agreed AUDIOVISUAL WORK, as provided under the agreement executed with RIOFILME.

14.2. The RIOFILME brand will be compulsorily included in the dissemination, sale, marketing, advertising, and promotional materials of the AUDIOVISUAL WORK whenever the logo of other partner companies is included, and RIOFILME brand will be given at least the same prominence as the brand of another sponsor, investor, supporter, license purchaser, co-producer, or co-distributor.

14.3. The APPLICANT and the INTERVENING PARTY will mention RIOFILME's financial contribution in all releases, interviews, and press releases in general if they mention any contribution from another sponsor, investor, supporter, license purchaser, co-producer, or co-distributor.

15. RIOFILME'S RIGHTS

15.1. APPLICANT and INTERVENING PARTY's copyrights will be safeguarded, as the parties freely agreed, subject to RIOFILME's rights provided in this clause, as well as the moral copyrights and personality rights of the authors of the AUDIOVISUAL WORK.

15.2. RIOFILME may use and reproduce elements of the AUDIOVISUAL WORK, such as photos, clips, images, posters, promotional material, characters, soundtrack, excerpts, and parts of the AUDIOVISUAL WORK for institutional purposes only and without any commercial purpose, exclusively regarding RIOFILME's institutional participation or dissemination of its programs to promote audiovisual, in all media and territories, whether on a physical or virtual means and no other payment will be due to the APPLICANT and the INTERVENING PARTY, after the date of the premiere of the AUDIOVISUAL WORK.

15.2.1. The excerpts and images of the WORK to be used for non-commercial purposes by RIOFILME will be freely chosen by the benefiting APPLICANT.

15.2.2. The authorization to use mentioned in item 15.2. will be granted to all

territories, media, and formats, according to the limits and conditions set hereunder, provided that the use of the materials will not frustrate the commercial exploitation and the regular dissemination of the work.

15.3. After five (5) years from the public announcement of the AUDIOVISUAL WORK, RIOFILME may announce the AUDIOVISUAL WORK to the public, without any burden, for it or any third party to organize audiences, consisting of exhibitions in rooms and/or spaces subsidized by the City Government, in particular, Circuito CINECARIOCA, as well as non-commercial movie theaters, *lonas culturais* (sand theaters), municipal schools, squares, and public spaces, provided that they do not interfere in its commercial exploitation, including the cases the work is still available with exclusivity in a catalog of VOD, AVOD, TVOD, or SVOD audiovisual services platform, or its public announcement in festivals, upon express consent of the APPLICANT and the INTERVENING PARTY, subject to any other agreements providing for longer terms of exclusivity.

15.3.1. In the event RIOFILME is interested in displaying the WORK, as provided in item 15.3., in the period and under conditions convenient for it, RIOFILME will have full right to make decisions related to the programming, including places, dates, days, and times of exhibition.

15.3.2. APPLICANT and INTERVENING PARTY, whether directly or through their contractors, partners, or collaborators, will provide the medium in the format requested by RIOFILME and the dissemination materials of the WORK (photos, press release, viewing link, among other proper items).

15.4. PRODUCER and the INTERVENING PARTY will guarantee RIOFILME's rights established in this clause and the AGREEMENT and ensure that such rights will be guaranteed concerning others involved in the production, commercial exploitation, and public announcement of the AUDIOVISUAL WORK.

16. PROPOSAL CHANGE

16.1. A selected APPLICANT that is further engaged is required to inform RIOFILME in due time about any significant change in the APPLICATION or the compliance with the PROPOSAL that would impact the analysis or eligibility decision of the PROPOSAL, or the amounts involved.

16.1.1. If such changes are made in the period between the selection and the agreement execution, they will be informed and presented jointly with the documentation required for the agreement execution.

16.1.2. Significant changes in the PROPOSAL or its development, without prejudice to others, are:

- I- Changes in the contractual relationship structure between the INTERVENING PARTY and the APPLICANT, especially in the events of CO-PRODUCTION.

II- Changes in the identity, nationality or residence or tax domicile, and the nature or level of participation of any team leader resident in Rio de Janeiro, provided in the PROPOSAL.

III- Changes in the script, budget, schedule, or production options or changes in the production, namely as to the shooting places and post-production, or any other factors that may impact the evaluation of the PROPOSAL.

IV- Budget variations above ten percent (10%) of the production budget of the WORK and any reduction to the ELIGIBLE EXPENSES that might put the eligibility of the PROPOSAL at risk, including variations of the total budget to be spent in the city of Rio de Janeiro.

16.2. The information on a significant change will be examined by the EVALUATION COMMISSION and will be given priority over the other PROPOSALS under a timely evaluation within the original analysis period to reach a decision on the eligibility of the changed PROPOSAL and the amounts and possible recommendations involved.

17. ACCOUNT RENDERING

17.1. The APPLICANT will render account regarding the contribution received and present a final technical report at least one hundred and eighty (180) days after the final date for the execution of the expenses.

17.2. The account rendering will observe the rules contained in the rules on Account Rendering in effect, available at RIOFILME electronic address (www.riofilme.com.br), or any other that may supplement, change, or replace it.

18. ADMINISTRATIVE SANCTIONS

18.1. In the event of nonperformance, noncompliance, or total or partial violation of this NOTICE or the AGREEMENT, the APPLICANT may be imposed, without prejudice to indemnity for losses and damages and other applicable sanctions and subject to the right to previous defense, the penalties set out in RGCAF, especially article 589 and following, and may be required to return the entire contribution made by RIOFILME, duly adjusted by the Broad Consumer Price Index -Special (IPCA-E) and increased by the payment of fine and interest until the effective payment.

18.1.1. The APPLICANT will also be prohibited from receiving funds from RIOFILME for up to two (2) years as from the notice on nonperformance.

18.1.2. Any debts arising from the agreement execution may be registered as overdue municipal tax liability and collected via tax execution.

19. GENERAL PROVISIONS

19.1. APPLICANT is responsible for monitoring the publications in the D.O. RIO and at RIOFILME e-address.

19.2. The following criteria will be applied to establish the terms under this NOTICE:

I - All terms will start on the first business day after the publication date.

II - If the last day of a term is not a business day, the term will be extended until the next business day.;

III - For the purposes of this NOTICE, business days mean the working days of the Public Administration of the City of Rio de Janeiro.

19.3. APPLICANT is solely liable for the documents and statements that must be sent, and RIOFILME will not be civilly or criminally liable for any documents, especially submitted certificates, copyright, and labor charges.

19.4. If false documents or misinformation are presented at any stage, the APPLICANT will be subject to the sanction provided in law and other applicable legal rules; in such cases, the APPLICANT's PROPOSAL will be removed from the selection process at any time, and if an agreement had been executed, it will be null and the APPLICANT will be required to return the amounts received, with all legal additions.

19.5. RIOFILME may revoke at any time the selection process, in whole or in part, for reasons of public interest deriving from supervening facts duly proved and will annul it on its initiative or upon a third party's request, under a written and grounded statement, and the obligation to indemnify any interested party for damages will not be invoked.

19.6. Clarifications of this NOTICE will be provided by RIOFILME, in the e-mail fomentoriofilme@gmail.com.

19.7. The cases not provided for in this NOTICE will be solved according to their respective spheres by RIOFILME CEO and published in the RIOFILME e-address and the D.O. RIO.

19.8. All instructions, notes, and restrictions contained in the exhibits to this NOTICE are part hereof:

EXHIBIT I - REQUIRED STATEMENTS OF APPLICANT

EXHIBIT II - INFORMATION AND DOCUMENTS THAT FORM THE APPLICANT'S RECORD

EXHIBIT III - INFORMATION AND DOCUMENTS THAT FORM THE PROPOSAL SUBSCRIPTION

EXHIBIT IV - TEMPLATE OF BUDGET SPREADSHEET

EXHIBIT V - TEMPLATE OF THE EXECUTION SCHEDULE

EXHIBIT VI - TEMPLATE OF THE APPLICANT'S RÉSUMÉ

EXHIBIT VII - TEMPLATE OF RÉSUMÉ AND CONSENT LETTER OF AT LEAST 3 ARTISTIC AND TECHNICAL TEAM LEADERS.

EXHIBIT VIII - FORM OF THE ECONOMIC IMPACT AND PUBLIC COMMUNICATION STRATEGY

EXHIBIT IX - LIST OF ELIGIBLE EXPENSES

EXHIBIT X - REQUIRED DOCUMENTATION FOR AGREEMENT EXECUTION

EXHIBIT XI - TEMPLATE OF THE REPORT ON THE MONITORING OF THE PROPOSAL DEVELOPMENT

EXHIBIT XII - DRAFT OF THE AGREEMENT IN PORTUGUESE

EXHIBIT XII - DRAFT OF THE AGREEMENT - BILINGUAL (ENGLISH/PORTUGUESE)

XIV - TEMPLATE OF STATEMENT OF DOMICILE (only if there are no documents to prove domicile)

19.9. Except for the AGREEMENT to be signed by RIOFILME and the APPLICANT, which allows physical signature of the documents, all documents provided in this NOTICE may be signed using the electronic signature system for documents supplied by the federal government and available at: <https://assinador.iti.br/assinatura/>. Inform your Individual Taxpayer ID - CPF to register.

19.10. The PARTIES elect the courts of the city of Rio de Janeiro to settle any controversy or issue arising from this NOTICE to the exclusion of all others, however privileged they may be.

Rio de Janeiro, July 26th, 2023

Eduardo Figueira

CEO

Distribuidora de Filmes S/A – RioFilme

EXHIBIT IX - LIST OF ELIGIBLE EXPENSES

Eligible expenses are expenses related to the personnel, location, and acquisition of goods and services incurred in the city of Rio de Janeiro, as follows:

1. Any spending listed in EXHIBIT IV - TEMPLATE OF BUDGET SPREADSHEET is considered eligible expenses.
 - 1.1. In exceptional cases, if duly justified and at the sole discretion of the **EVALUATION COMMISSION**, expenses not included in the head provision may be considered eligible expenses.
2. Expenses related to services provided by companies of the same business group are eligible up to the limit of twenty-five percent (25%) of the total expenses incurred in the city of Rio de Janeiro,
3. Expenses related to the compensations below, subject to a sub-limit of ten percent (10%) per item, are eligible up to a limit of thirty percent (30%) of the total expense incurred in the city of Rio de Janeiro/RJ:
 - I. Executive producers
 - II. Directors
 - III. Screenwriters
 - IV. Other authors, such as authors of preexisting works and songwriters.
 - V. Leading actors.
4. Expenses related to compensation of services providers, locations, or sale of goods used in the production of the audiovisual works are eligible up to the limit of twenty-five percent (25%) of the total expenses incurred in the city of Rio de Janeiro, namely:
 - I. Local transportation of materials, personnel, and art and technical supplies (if strictly necessary for the production) by a legally qualified company, except for expenses related to taxis and transport apps
 - II. Accommodation
 - III. Meal expenses
 - IV. Legal services
 - V. Accounting services
 - VI. Insurance
5. Fees or any other payments must relate to services providers or suppliers, whether entities or individuals, with domicile, head office, or branch in the city of Rio de Janeiro.
6. All services must be provided in the city of Rio de Janeiro/RJ.
7. All technical equipment required to provide the services must be used in the city of Rio de Janeiro.
8. The original tax documents proving expenses must compulsorily meet the following specifications:
 - I. Be issued in the name of the APPLICANT.
 - II. Contain the PROJECT NAME.
 - III. Contain the details of the service provided or products acquired, including the quantity and amount of each item.
 - IV. In the case of invoices and other documents issued by a legal entity, the entity must be duly registered with the Registry of Commerce of the State of Rio de Janeiro (Junta Comercial do Estado do Rio de Janeiro - JUCERJA).
 - V. Receipts issued by an individual must be accompanied by proof of payment of all taxes due.

8.1. In the case of rent of goods or payment of copyrights on any account whatsoever, the payment may be proved by receipts, preferably accompanied by the respective rental or assignment agreement, purchase agreement, license, or payment for rights.

DOES NOT SUBSTITUTE PORTUGUESE VERSION

BUDGET SPREADSHEET - RIOFILME/PAULO GUSTAVO LAW - PRODUCTION PROJECTS

A) PROJECT DATA	
INCENTIVE PROGRAM/NOTICE	
LINE OF ACTION	
PROJECT NAME:	
TRADE NAME (APPLICANT)	
NATIONAL REGISTER OF CORPORATE TAXPAYERS (CNPJ) - APPLICANT	

B) FINANCING SOURCES:			
FUND SOURCE	SOURCE IDENTIFICATION	AMOUNT TO BE RAISED	AMOUNT ALREADY RAISED
RIOFILME			
PAULO GUSTAVO LAW			
AUDIOVISUAL SECTORAL FUND			
FEDERAL RESOURCES ARISING FROM INCENTIVES			
STATE RESOURCES ARISING FROM INCENTIVES			
MUNICIPAL RESOURCES ARISING FROM INCENTIVES			
INTERNATIONAL INCENTIVES			
OTHER SOURCES (SPECIFY)			
TOTAL		R\$ 0,00	R\$ 0,00

* In case of more sources, inclusion of new lines is allowed.

C) BUDGET EXECUTION AND PRODUCTION DESIGN * **							
ITEM	RIOFILME INVESTMENT	RESOURCES PAULO GUSTAVO LAW	INVESTMENT OTHER SOURCES	TOTAL INVESTMENT	No. OF PROFESSIONALS	PRODUCTION DESIGN	
							DESCRIPTION
Script (services and rights assignment. Including for Electronic Games)				R\$ 0,00			Indicate average work time in weeks
Conceptual art (services and assignment of rights)				R\$ 0,00			Indicate type of service (illustration, animatic, etc) and average work time in weeks
Assignment of Rights on preexisting intellectual works or personalities				R\$ 0,00	n/a		Specify preexisting work(s) or personalities whose rights will be acquired
Survey				R\$ 0,00			Detail survey on file, and/or content, and/or locations, and/or actor, others, and average work time in weeks
Development Expenses				R\$ 0,00	n/a		Describe services and materials related to the development of the technical project and sale of the project, excluding script, assignment of rights, and conceptual art.
Producer				R\$ 0,00			Indicate average work time in weeks
Director				R\$ 0,00			Indicate average work time in weeks
Art Director				R\$ 0,00			Indicate average work time in weeks
Photography Director / Look Dev Animation or Electronic Game				R\$ 0,00			Indicate average work time in weeks
Animation Director				R\$ 0,00			Indicate average work time in weeks
Electronic game designer				R\$ 0,00			Indicate average work time in weeks
Production Team				R\$ 0,00			Indicate average work time in weeks
Direction Team				R\$ 0,00			Indicate average work time in weeks
Art Team (including animation and electronic games)				R\$ 0,00			Indicate average work time in weeks
Modeling and rigging team				R\$ 0,00			Indicate average work time in weeks
Technical Team (camera, lighting, sound, effects, animation, development of electronic game, software programing, etc.)				R\$ 0,00			Indicate average work time in weeks
Main cast				R\$ 0,00			Indicate average work time in weeks
Secondary Cast/Extras				R\$ 0,00			Indicate average work time of the secondary cast in weeks. Indicate number of daily payments of extras, if any
Camera equipment				R\$ 0,00	n/a		Indicate the number and type of cameras and other equipment that justify the budget
Sound, lighting, electrical equipment, camera movements and others				R\$ 0,00	n/a		Detail services and expected demands that justify the budget
Studio/location rent				R\$ 0,00	n/a		Indicate the number of daily payments for studio or locations (exterior or interior) and logistic specificities that justify the budget
Production Expenses				R\$ 0,00	n/a		Detail services and expected demands that justify the budget
Art, modeling, rigging, or animation expenses				R\$ 0,00	n/a		Quantify scenarios, locations with interventions; exemplify highly complex interior decorations, or costume specificities, characterizations, and others that may justify the budget.
Expenses related to the development of electronic games				R\$ 0,00	n/a		Detail services and expected demands that justify the budget
Edition/Completion Team				R\$ 0,00			Indicate average work time in weeks
Edition/Completion Expenses				R\$ 0,00	n/a		Indicate the edition and completion time in weeks; indicate the gross material time in minutes; describe and indicate the visual effects time, if any (including animation, special effects and/or videography)
File (assignment of rights)				R\$ 0,00	n/a		Indicate file material to be licensed
Music				R\$ 0,00	n/a		Quantify licensed songs and creation of original songs, in addition to expenses to play the soundtrack
Accessibility				R\$ 0,00	n/a		Detail the accessibility measures compatible with the characteristics of the products resulting from the subject under Law no. 13,146, of July 6, 2015.
Transportation				R\$ 0,00			Indicate the number of vehicles used to transport persons or equipment; specify that specific amount to pay individual transportation or others.
Meals				R\$ 0,00			Indicate the catering services or expected number of meals for the team.
Travels				R\$ 0,00	n/a		Indicate, quantify, and justify the travel demand
Insurance				R\$ 0,00	n/a		Detail the types of insurance
Infrastructure				R\$ 0,00	n/a		Detail expenses related to the production base infrastructure that justify the budget

Legal Services				R\$ 0,00	n/a	Detail the Services	
Accounting Services				R\$ 0,00	n/a	Detail the Services	
Taxes				R\$ 0,00	n/a	Specify the taxes and fees to be paid using the project resources	
Production Total	R\$ 0,00	R\$ 0,00	R\$ 0,00	R\$ 0,00	0		
Management				R\$ 0,00	n/a	Maximum 10% of the production budget	
Agency/placement				R\$ 0,00	n/a	Resource cannot be allocated as RIOFILME expense	
Total	R\$ 0,00	R\$ 0,00	R\$ 0,00	R\$ 0,00	0		

*Inclusion of new lines is not allowed.

** Completion of all lines is not required. If a budget item does not correspond to your project, leave the cell in blank and do not inform any amount.