

BOOK PUBLISHING AGREEMENT

BBC STUDIOS DISTRIBUTION LIMITED

And

Česká televize

BBC STUDIOS BUSINESS & LEGAL SERVICES

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THIS AGREEMENT (this "Agreement") is made this day of 2020

BETWEEN:

BBC STUDIOS DISTRIBUTION LIMITED of 1 Television Centre, 101 Wood Lane, London, W12 7FA, United Kingdom ("BBCS/BBS Studios") and

ČESKÁ TELEVIZE of Kavčí hory, 140 70 Praha 4, Czech Republic with the VAT number of CZ00027383 (the 'Broadcaster').

WHEREAS:

- A. The Broadcaster is the broadcaster in Czech Republic of [REDACTED] with an in-house publishing department and wishes to enter into a commercial arrangement of high quality books to commission, print, publish and distribute certain high quality books based solely on [REDACTED] (and as more particularly set out in Schedule 6 to this Agreement) (the "Work");
- B. BBCS, wishes to grant a licence to the Broadcaster of which is also acting as the publisher to publish the Work and to use the trademarks and logos of the BBC and the Work ("**Trade Marks**") in and on the Work and on all publicity material associated with the Work and the Broadcaster wishes to accept such a licence on the terms and conditions of this Agreement. It is agreed and acknowledged that the Broadcaster shall at all times remain liable to BBCS for its obligations under this Agreement and shall be responsible and liable for ensuring the familiarity and compliance with the terms of this Agreement.

WHEREBY it is agreed as follows:

1. GRANT OF RIGHTS

- 1.1 BBCS grants to the Broadcaster in relation to the Work [REDACTED] Volume Publishing Rights (as defined in clauses 9.2 inclusive below (the "**Publishing Rights**")) [REDACTED]

1.2 [REDACTED]

2. SUPPLY OF BBCS MATERIALS AND PUBLICATION

- 2.1 It is acknowledged that the Broadcaster does not require BBCS to supply and deliver to the Broadcaster BBCS's materials
- 2.2 Subject to the terms of this Agreement, the Broadcaster shall publish the Work at its sole expense, in accordance with Clauses 4, 5 and 6 below on a date to be agreed between the Parties ("**Publication Date**") PROVIDED THAT if because of circumstances beyond the Broadcaster's control the Broadcaster is unable to publish the Work by the Publication Date it will notify BBCS in writing and the parties will agree in good faith an alternative date of publication to the Publication Date ("**Deferred Publication Date**") PROVIDED ALWAYS THAT the Broadcaster will use its best endeavours to publish the Work by the Publication Date or the Deferred Publication Date.

2.3 If the Broadcaster does not publish the Work by the Publication Date or the Deferred Publication Date disregarding any publication for first serial use, BBCS shall be entitled to write to the Broadcaster demanding publication of the Work. The Broadcaster shall within 15 (fifteen) business days of the Broadcaster's receipt of such written demand either publish the Work or revert to BBCS in writing all rights to the Work granted to the Broadcaster in this Agreement, subject to any outstanding licences, which shall be assigned to BBCS (or BBCS, as appropriate) and this Agreement shall terminate.

2.4 In the event that BBCS terminates this Agreement under Clause 2.3 above, BBCS shall be entitled [REDACTED]

3. CREDIT/ LEGAL NOTICES AND COPYRIGHT

3.1 The Broadcaster undertakes and warrants that it and its licensees will undertake that BBCS and BBCS's name and the Trade Marks (as defined in clause 7 below) will appear prominently on the contents page, cover and binding of all copies of the Work and related marketing and promotional material as follows (or as otherwise notified by BBCS from time to time):

COPYRIGHT

The following copyright notice should accompany all packaging, products, marketing, advertising, trade and promotional materials that feature [REDACTED]. The notice should be permanently attached, visible and clearly legible:

[REDACTED]

3.2 The Broadcaster shall obtain final written approval from BBCS for Credits and Legal Notices appearing on Works and all related marketing and promotional material in advance of commencing any part of the production and/ or manufacturing process where [REDACTED]

3.3 Copyright in the Work and all and any marketing or advertising material created in relation thereto shall belong to BBCS or the relevant copyright owners (as applicable) immediately upon its creation. Both parties will execute such documents as may be necessary to effectuate copyright ownership in the Work residing with BBCS or the relevant copyright owners (as applicable) in accordance with this clause 3.3. If BBCS notifies Broadcaster of its intention to exploit the Work or any marketing and advertising material created in relation thereto, Broadcaster shall provide all reasonable assistance, cooperation and information requested by BBCS in relation to clearing such material and [REDACTED]

4. DEVELOPMENT OF WORK AND PROOFS

4.1 Broadcaster shall regularly and meaningfully consult with BBCS at each stage of development of each Work. Unless otherwise agreed in writing by BBCS the Broadcaster will deliver to BBCS [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.2 Within [REDACTED] of the date of receipt [REDACTED] ("Approval Proofs") BBCS will notify the Broadcaster of its approval of the relevant Approval Proofs or will notify the Broadcaster of any amendments which BBCS requests to be made to the Approval Proofs ("Proof Amendments").

4.3 Upon notification of any Proof Amendment in accordance with clause 4.2 above the Broadcaster will accordingly amend the Approval Proof ("Amended Proof") and will within [REDACTED] send the Amended Proof to the BBCS for its approval.

4.4 The Broadcaster agrees to repeat the process of approval and amendment set out in clauses 4.2 and 4.3 above, [REDACTED], until BBCS provides written notice of its final approval of the Approval Proofs or Proof Amendments (as applicable). Failure by BBCS to respond within any given period of time (a "BBCS Failed Response") shall not be deemed acceptance of the Work or any aspect thereof by Broadcaster. In the event of a BBCS Failed Response, the Broadcaster shall notify BBCS of the same and shall request a response. In the event that BBCS does not provide a response within [REDACTED] of such notice, the relevant Work shall be deemed disapproved, and the following shall occur:

4.4.1 Broadcaster shall have no right to publish the relevant disapproved Work;

4.4.2 Broadcaster or BBCS shall be entitled to terminate the Agreement with respect to the disapproved Work; and

4.4.3 Broadcaster's remedy in respect of such disapproved Work shall be repayment by BBCS of monies paid to date in respect of that Work.

4.5 Broadcaster shall enter into separate agreements, incorporating all relevant terms of this Agreement, with writer(s) and or illustrator(s) who shall assist in the development of the Works. The Broadcaster hereby agrees as follows:

4.5.3 to obtain all necessary rights and consents for the purposes of BBCS, the Broadcaster and its licensees to use any photograph image or biography for promotional use in relation to the Work at its sole cost and expense;

4.5.4 to obtain all necessary warranties and representations in relation to writer(s)' and illustrator(s) sole ownership of their contribution, including its originality.

4.6 Broadcaster undertakes that in relation to any advertising or marketing materials relating to the Works:

4.6.1 all and any costs associated in relation to the clearance or otherwise shall be [REDACTED]

4.6.2 it shall obtain the prior written approval of BBCS prior to commencing any advertising or marketing; and

4.6.3 in all marketing and advertising of the Works via social media network sites including, without limitation, Facebook, to use, market and promote the Works through BBCS-branded or controlled sites within such social media network sites (if any) only and in a manner determined by BBCS (who agrees to meaningfully consult with the Broadcaster in respect of the social media strategy in the Territory).

5. WARRANTY AND INDEMNITY

- 5.1 BBCS warrants to the Broadcaster that it has full power to enter into this Agreement.
- 5.2 The Broadcaster warrants to BBCS that:
- 5.2.1 the Work will be an original work not copied from any other works or materials, that no rights have been granted to others in respect thereof and that no third party other than BBCS will have any right, title or interest or to the Work or any part thereof;
 - 5.2.2 the Broadcaster has obtained or will obtain all necessary consents and releases, including without limitation, the consents and releases of all persons or organizations whose name, voice, likeness, portrayal, impersonation or performance is included in the Work, as may or shall be required to enable the publication of the Work;
 - 5.2.3 the use of the Work as authorised pursuant to this Agreement does not and will not be defamatory of or infringe any existing copyright, violate the right of privacy, or constitute the invasion or infringement of any other personal or property right of any person, firm, corporation or other entity and the publication of the Work provided under this Agreement shall not infringe such third party rights;
 - 5.2.4 the Work and all materials produced by or for the Broadcaster for the purpose of advertising and marketing the Work will be produced in accordance with the style guide and the BBC's Guidelines (set out in Schedule 5 to this Agreement) and in conjunction with BBCS's brand team where applicable.
- 5.3 The Broadcaster acknowledges that BBCS conducts its business according to standards of good ethical, employment and environmental practice and that BBCS expects its licensees and their subcontractors to operate on the same principles. The Broadcaster agrees to observe and act in accordance with and use all reasonable endeavours to procure that its subcontractors and licensees will observe and act in accordance with the BBC Studios Code of Ethical Policy more particularly set out in Schedule 3 hereto ("**Ethical Policy**") and will not make any secret profit or offer any inducement or payment to any employee, officer or consultant of the BBCS or the BBC or to any third party which profits, inducement or payment is not fully disclosed and accounted for in the Broadcaster's books of accounts and records.
- 5.4 The Broadcaster will procure that each third party manufacturer involved in the production of the Work including the "**Products**" as defined in the Manufacturer's Agreement annexed hereto as Schedule 2 ("**Manufacturer's Agreement**") (which Manufacturer's Agreement incorporates the Ethical Policy) will sign the Manufacturer's Agreement no later than 4 (four) weeks prior to the start of manufacture.
- 5.5 Each party ("**Indemnifying Party**") will indemnify the other ("**Indemnified Party**") against all losses, damages, interest costs or expenses incurred by them as a direct result of any breach or alleged breach by the Indemnifying Party of any of the above warranties and the Indemnifying Party will immediately notify the Indemnified Party of any claim from third parties which affects the Indemnifying Party's warranty and will not compromise or settle any claim without the Indemnified Party's written consent.
- 5.6 The parties agree that all the warranties and indemnities given in this clause 5 shall survive termination of this Agreement.

6. APPROVALS, PRODUCTION, PROMOTION AND SALE OF THE WORK

- 6.1 The Broadcaster will bear [REDACTED]
- 6.2 The Broadcaster shall send to BBCS not less than [REDACTED] before the date of exploitation of the Rights a PDF copy of the Work for its approval.
- 6.3 Within [REDACTED] of receipt of copies sent to it in accordance with clause 6.2 above ("**Approval Copies**") the BBCS will notify the Broadcaster of its approval of the Approval Copies or will

notify the Broadcaster of any amendments which the BBCS requests to be made to the Approval Copies ("**Amendments**").

- 6.4 Upon notification of an Amendment in accordance with clause 6.3 above the Broadcaster will accordingly amend the relevant Approval Copies before it publishes the Work or Work extract.
- 6.5 The Broadcaster shall meet all practicable and reasonable requests from the BBCS for information regarding the production of the Work including printing quantities.
- 6.6 The parties will consult on the cover and/or jacket design and marketing for the Work ("**Design and Marketing Matters**") provided always that BBCS's decision shall be final in all aspects of Design and Marketing Matters.

7. **TRADE MARKS AND/OR TRADE NAMES**

[REDACTED] BBCS grants to Broadcaster a non-exclusive licence to use, and the Broadcaster undertakes to use, the Trade Marks in the Territory during the Term on the Work and on the following associated material: packaging material (including if appropriate inlays and sleeves), paper-based promotional material, on-line promotional material (i.e. World Wide Web and Mobile telephones & networks and TV (non-interactive)(subject to the express written consent of BBCS); subject to the terms and conditions of this Agreement, including the General Terms.

Broadcaster acknowledge that BBC and/or BBC Studios' logos are owned by the BBC Corporation and that the Broadcaster shall not be entitled to duplicate or make use by any means of any of the name, trade marks, service marks or logos of BBC Studios and/or the BBC unless specifically authorised by the BBC Corporation and unless Broadcaster enter into a trademark licence agreement with the BBC Corporation.

8. **COMPLIMENTARY COPIES AND BBCS'S PURCHASES**

On publication of the Work the Broadcaster will send to BBCS or as the BBCS directs [REDACTED] hardback complimentary copies of the Work published by it under this Agreement. BBCS may buy further copies of any editions at the standard discount of [REDACTED] off the recommended retail price of the Territory. The Broadcaster may deduct the cost of copies bought by BBCS from any sums due to BBCS under this Agreement or the Broadcaster may present BBCS with a pro-forma invoice for payment for such copies.

9. **PUBLISHING RIGHTS ADVANCE AND ROYALTIES**

9.1 **ADVANCE**

The Broadcaster will pay an advance on account of all sums which may become payable under this Agreement of [REDACTED] (the "**Advance**") payable on the date of signature of this Agreement.

9.2 **VOLUME PUBLISHING RIGHTS AND ROYALTIES**

The Broadcaster will pay to the BBCS a royalty on sales of the Work in the Territory as follows:

9.2.1 **TRADE HARDBACK AND MASS MARKET HARDBACK EDITIONS**

9.2.1.1 on trade hardback and mass market hardback editions (with the volume of [REDACTED] sold in the Territory the following royalties, calculated [REDACTED]

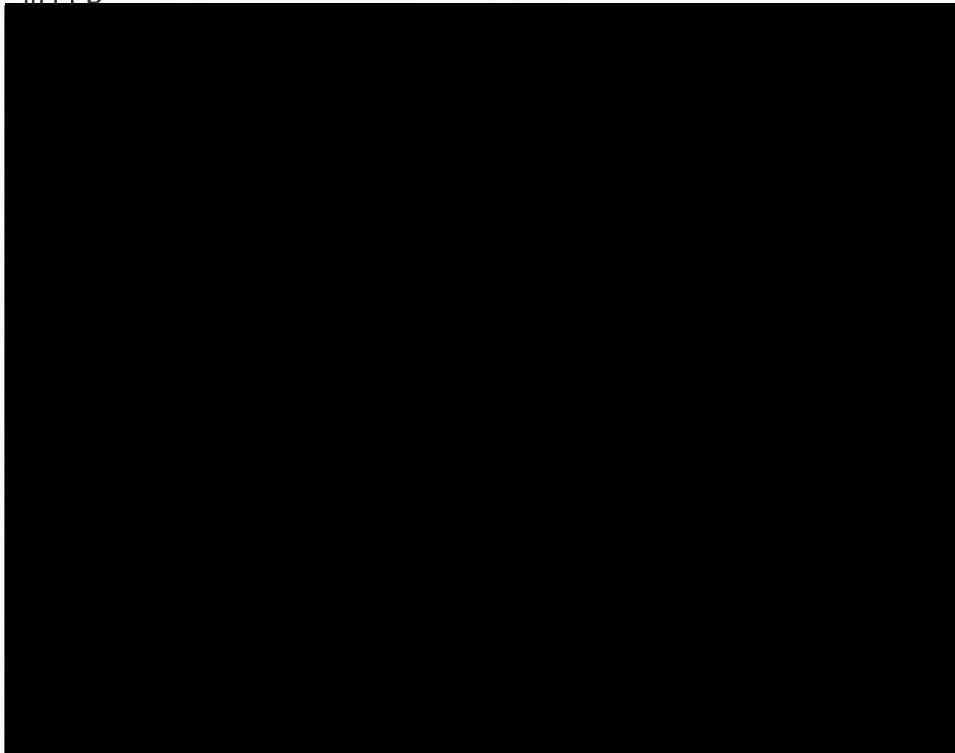
[REDACTED]

[REDACTED]

Forecast revenue and costs
in PPD

Book rights

6. 2. 2020



Broadcaster's wholesale price excluding VAT, based on the number of copies sold and minus applicable discounts to the retailers:

- (a) the Broadcaster shall pay to BBCS [REDACTED] and [REDACTED]
- (b) [REDACTED] and above.

(the "Hardback and Paperback Rights", together the "Volume Rights").

10. PAYMENT AND ACCOUNTS

10.1 The Broadcaster will make up accounts of the sales of the Work within the Territory to the [REDACTED] [REDACTED] each year while this Agreement is in force (each an "Accounting Period"). The Broadcaster will ensure that the accounts clearly set out the revenues accruing for each Book and the revenues for each manner of exploitation of the Publishing Rights (i.e. whether for hard copies, e-books, audio books etc. if applicable). The first Accounting Period will be from the date of first publication to the end of the following [REDACTED] [REDACTED] whichever comes first. Accounts will be delivered and settled [REDACTED] after the closing date of each Accounting Period. BBCS shall provide an invoice to Broadcaster and the Broadcaster shall pay any monies due to the BBCS by BACS transfer to their nominated bank account. Unless otherwise notified to the Broadcaster in writing, all payments made to BBCS pursuant to this Agreement shall be paid to the following account:

HSBC Bank plc
Regional Service Centre Europe
PO Box 61004
2nd Floor

London, SE1 9RX

GBP Account
Sort Code: 40-02-50
Account No: 21006266
Account Name: BBC Studios Distribution Limited
IBAN No: GB79MIDL40025021006266
SWIFT CODE: MIDLGB22

The Broadcaster agrees to notify BBCS by e-mail ([REDACTED]@bbc.com) within [REDACTED] of any payment by the Broadcaster to the account stipulated above.

- 10.2 Notwithstanding the provisions of paragraph 10.1 above BBCS's share of income from any sub-licence (if applicable) will be paid if requested [REDACTED] following receipt by the Broadcaster provided the advance paid under clause 9.1 above has been earned.
- 10.3 The BBCS may [REDACTED] inspect and copy the accounts of the Broadcaster at its registered office during normal business hours, or may authorise others so to do, insofar as they relate to receipts from sales of the Work ("Audit"). If such Audit finds errors to the BBCS's disadvantage of [REDACTED] or more in addition to rectifying the error immediately the Broadcaster will pay to the BBCS [REDACTED]. The BBCS agrees to give reasonable written notice (of not less than [REDACTED] of any intention to carry out an Audit, and to limit the number of Audits to [REDACTED] Accounting Period. An Audit undertaken pursuant to this clause 10.3 shall be carried out by an independent auditor (selected by BBCS, acting reasonably).
- 10.4 All payments royalties and percentages set out in this Agreement are exclusive of Value Added Tax ("VAT") which can only be added by the Broadcaster if the BBCS provides a registration number.

11. LATE PAYMENT

Should the Broadcaster be late in remitting any money to BBCS despite of a written reminder to faktery@ceskatelevize.cz by more than [REDACTED] it shall pay interest upon all outstanding monies calculated daily at a rate of [REDACTED] over base rate of HSBC Bank PLC, at the relevant time. Such interest being payable from the date payment falls due until the date payment is received.

12. REMAINDER SALES

- 12.1 Further to the conditions as set out in Clause 9 of this Agreement, the Broadcaster shall have the right to sell all or part of any surplus stock of the Work as a remainder not less than [REDACTED] after first publication. The Broadcaster will notify the BBCS of its intention to remainder any surplus stock and the BBCS shall have the right to obtain copies at the anticipated remainder price (subject to bearing the cost of freight) within [REDACTED] of notification. The Broadcaster will notify the BBCS of their intention to destroy any surplus stock and the BBCS will have the right to obtain free copies (subject to bearing the cost of freight) [REDACTED] of notification.
- 12.2 The Broadcaster may (provided always that the Broadcaster shall not in any event allow the Work to be disposed of in a way which is commonly known as "dumping" on the market) at its discretion dispose of the residue of any edition of the Work not less than [REDACTED] from the date of first publication of that edition at a remainder price which will not be subject to royalties but when sold above cost the BBCS shall be entitled to [REDACTED], in either event the Broadcaster will use its best endeavours to notify the BBCS who will have the option for a period of [REDACTED] from the date of such notice to purchase such copies at the remainder price.

13. REVERSION

If the Work goes out of print, so that it is not available in any of the Broadcaster's editions covered by this Agreement, and if the Broadcaster declines or neglects other than through circumstances beyond its control to arrange within [REDACTED] of a written request from BBCS for the reissue of the Work, this Agreement shall automatically terminate, provided the BBCS is not indebted to the Broadcaster for any sum owing to it under this Agreement, such indebtedness not including any unearned balance of an advance paid to the BBCS herein. On termination, all rights granted to the Broadcaster under this Agreement (except the rights arising from the BBCS's undertaking in clause 5.1) revert to BBCS.

14. INFRINGEMENT

14.1 If the Broadcaster decides that any exclusive rights granted to it in the Work has been infringed by a third party BBCS will be given [REDACTED] notice that, in its reasonable opinion legal action is needed to protect these rights.

14.2 If the BBCS [REDACTED] request to be joined as a party, the Broadcaster shall not take any action without joining BBCS [REDACTED] as a party and [REDACTED]. If the BBCS [REDACTED] or Love Productions do not wish to be joined then, subject to BBCS's prior written consent (not to be unreasonably withheld), the Broadcaster shall be entitled to take proceedings in the sole name of the Broadcaster upon providing BBCS [REDACTED] with a reasonable indemnity against costs and in this event [REDACTED]. If Broadcaster elects not to commence litigation, Broadcaster will notify BBCS [REDACTED] and BBCS [REDACTED] may then seek [REDACTED] /or Love Productions' sole expense, and any recovery shall belong to BBCS [REDACTED].

15. TERMINATION

15.1 If either party fails to comply with any of the terms of this Agreement, and fails within [REDACTED] of being requested so to do to remedy a breach capable of being remedied, the other party may terminate this Agreement by summary notice in writing.

15.2 Upon the expiry of the Term or upon termination of this Agreement under any circumstances, all rights in and to the Work BBCS Materials and the Trade Marks granted to the Broadcaster hereunder shall automatically revert to BBCS. Termination of this Agreement shall not affect:

15.2.1 payment of any sums due from either party to the other (subject only to Clause 15.3 below);

15.2.2 any advances to be repaid to the Broadcaster by BBCS; or

15.2.3 any rights of the Broadcaster or their licensees under other agreements concerning the Work which have been properly entered into, but which the Broadcaster shall not have the right to extend or renew.

15.3 If BBCS is supplying Materials and the Broadcaster is unable to publish the Work solely due to any defect in title relating to the BBCS Materials, BBCS shall arrange for alternative, substitute material to be provided for use by the Broadcaster. In the event that BBCS does not provide such alternative material within a reasonable period of time, it shall refund such portion of the Advance as is directly attributable to the exploitation of the relevant Work.

15.4 In the event of the insolvency or liquidation of the Broadcaster through any cause whatsoever, or if a receiver or manager of the Broadcaster's business is appointed, other than for the purpose of reconstruction, all rights herein granted shall revert to BBCS who shall for [REDACTED] thereafter have the option of buying any remaining copies of the Work bound or unbound at the fair market value thereof, this value to be determined by agreement.

- 15.5 Upon the date of expiry of the Term or earlier termination of this Agreement ("**Termination Date**") the Broadcaster will at its sole cost return to BBCS all BBCS Materials in its custody or control as at the Termination Date (if applicable).

16. NOTICES

Notices to be given by one party to the other under this Agreement must be in writing and sent by first class post (by airmail, if available) or by e-mail or delivered personally to the address given in this Agreement for the addressee (or to any other address which the addressee may previously have notified to the other party in writing). Notices sent by e-mail must have a hard copy sent immediately by first class post (by airmail, if available). Notices will be considered to have been received by the addressee at the time of delivery if delivered personally during the addressee's normal working hours or at the time of mailing if mailed during the addressee's normal working hours. Otherwise, notices will be considered to have been received at 9am on the next working day following personal delivery or mailing outside the addressee's normal working hours or at 9am on the second working day following posting in the same territory as that in which the addressee resides or at 9am on the 7th (seventh) working day following posting outside the territory in which the addressee resides. All times of day referred to in this clause 16 shall be times of day in the UK.

17. INTERPRETATION

- 17.1 Throughout this Agreement, reference to either party shall be deemed to include the heirs, successors in business, personal representatives or assigns of either party as the case may be.
- 17.2 The headings used throughout this Agreement are for convenience only and shall not affect its interpretation.
- 17.3 Nothing contained in this Agreement shall be construed as constituting a partnership or contract of employment between the parties.

18. ADVERTISEMENTS

The Broadcaster will not insert within the Work or on the cover or the jacket any advertisements without the BBCS's consent.

19. CONFIDENTIALITY

Since this Agreement is subject to an obligation to make the contents of this agreement public based on the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the „Act on Registration Agreements“), information in this Agreement highlighted in yellow shall be redacted (blackened out) pursuant to the Act on Registration of Agreements upon mutual agreement. Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the Parties to keep such information confidential. After publication of the Agreement pursuant to the Act on Registration of Agreements, information not highlighted in yellow shall not be subject to the duty of confidentiality pursuant to this provision. Only the Broadcaster shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 30 days commencing upon its execution. Provided that the Broadcaster does not make the Agreement public within this time period, either Party shall be authorized to make the Agreement public pursuant to the Act on Registration of Agreements.

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding any other terms of this Agreement, with the exception of the BBC as a party only to the Trade Mark Licence a person who is not a party to this Agreement has no right under the Contracts (Right of Third parties) Act 1999 or any similar legislation or regulations to rely upon or enforce any terms of this Agreement. Nothing in this Agreement shall affect any right or remedy of a third party which exists or is available other than as a result of the aforementioned Act.

21. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other with the following exception: BBCS may assign its right to receive payment under this Agreement upon written notice to Broadcaster.

22. ENTIRE AGREEMENT/ NO WAIVER

This Agreement contains the entire understand of the parties: there are no representations or warranties other than those expressly stated in this Agreement. No waiver or modification of any provision of this Agreement will be valid unless in writing and signed by both parties. No waiver of any breach will be deemed a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will not be affected.

23. INTENTIONALLY DELETED

24. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it shall be construed according to the laws of England and Wales, and be within the exclusive jurisdiction of the English courts.

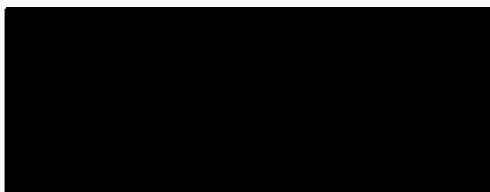
25. EXECUTION

This Agreement comes into force on the day of its publication pursuant to Czech legislation. It has been executed in three counterparts, each valid as an original, of which the Broadcaster shall receive two counterparts and the BBCS shall receive one counterpart. The BBCS undertakes to send (i.e. to submit to the courier/mail service) signed Broadcaster's counterparts without unreasonable delay.

EXECUTION PAGE

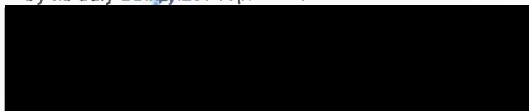
SIGNED on the day and year first above written

SIGNED for and on behalf of BBC STUDIOS DISTRIBUTION LIMITED by its duly authorized representative



Senior Vice President
CEMA

SIGNED for and on behalf of Česká televize
by its duly authorized representative



NAME: Hynek Chudárek

TITLE: Executive Director of Sales



GENERAL TERMS

1 Definitions

1.1 Terms defined in the Main Agreement shall, unless separately defined below or in the Special Definitions, or the context otherwise requires, have the same meaning in this Licence.

1.2 In this Licence, unless the context otherwise requires, the following terms shall have the meanings given to them and the singular shall include the plural and vice versa:

- "Associated Material" means items of the types described in the Special Definitions (if any) and which are produced for the purpose of advertising and marketing the Products;
- "BBC Group" means the BBC and its present or future Subsidiaries;
- "Company" includes anybody corporate wherever and however incorporated or established;
- "Group" means, in relation to a company, that company and any company which is a Holding Company of that company or a Subsidiary of that company or of such Holding Company;
- "Licensed Product" means any Product or Associated Material on which any of the Trade Marks appear pursuant to this Licence;
- "On-line" means by means of display and/or distribution via electronic means including but not limited to the World Wide Web, mobile or cellular telephones and networks, interactive TV, or other screen-based mechanisms;
- "Product" means anything produced and/or distributed pursuant to the Main Agreement;
- "Samples" means (where the Trade Marks are to be used On-line) (1) a screen shot or other representation of the display of the proposed Licensed Product, or sufficient information to enable the BBC to access it and (2) details of the proposed Online location of the Licensed Product (eg the url), or (in any other case) two (2) true and accurate samples of each Licensed Product;
- "Subsidiary"/
"Holding Company" A company is a Subsidiary of another company (its Holding Company) if that other company controls it, directly or indirectly (whether through one or more subsidiaries);
- "Term" means the licence period specified in the Main Agreement together with any variation, extension or renewal of such licence period;
- "Territory" means the countries in which rights may be exercised by the Licensee under the Main Agreement;
- "Trade Marks" means the word mark(s) and/or device(s) (including logos) described in the Special Definitions and, if permitted under and agreed pursuant to the Main Agreement, translations or transliterations of them and/or alternatives to them; and
- "to control" in this clause 1 and in clause 7.2.4 means to have the ability to direct the affairs of the entity concerned whether by virtue of contract, ownership of shares, voting rights or otherwise, and the noun "control" shall have a corresponding meaning;

2 Territory

- 2.1 Subject to clause 2.2, the Licensee shall not sell, supply, market or advertise for sale outside the Territory any item on which any Trade Mark is used. If the Territory is not the world, On-line Licensed Products (if permitted under this Licence) shall be clearly directed at the Territory.
- 2.2 If the Territory includes a part of the European Economic Area as from time to time constituted or of any successor organisation ("the EEA"), the Licensee shall be entitled to fulfil unsolicited requests to purchase a Licensed Product from third parties situated outside the Territory but within the EEA.

3 Quality Control

The Licensee shall use the Trade Marks in accordance with the BBC's Fair Trading Guidelines (which can be accessed on the BBC website bbc.co.uk), any style guidelines relating to the Trade Marks (if the mark "BBC" is licensed, the relevant guidelines can be accessed on the BBC website bbc.co.uk), and any other relevant guidelines provided to the Licensee from time to time, and hereby undertakes that the Licensed Product shall be:

- 3.1 of good quality in design, material, and Workmanship;
- 3.2 safe, non-injurious and suitable for the intended purpose;
- 3.3 in keeping with the reputation associated with the BBC and/or the Trade Marks both in the manner and context of the use;
- 3.4 produced, distributed, sold, marketed and advertised in strict compliance with this Licence, the rights of any other party and all applicable laws, codes of practice, standards and regulations in effect in the Territory, and shall include appropriate warnings and be labelled so that the manufacturer of them is clearly identifiable; and
- 3.5 approved by the BBC (or on its behalf by the member of the BBC Group which is signatory to the Main Agreement) in accordance with the provisions of clause 4.

4 Sample approval

- 4.1 If the Main Agreement contains provisions for the approval of samples by the member of the BBC Group which is signatory to it prior to use, the procedure for the approval of samples set out in the Main Agreement (with the exception of any provision for deemed approval) shall apply to approval of samples under this Licence.
- 4.2 If the Main Agreement contains no provisions for the approval of samples by the member of the BBC Group which is signatory to it prior to use, the Licensee shall provide Samples to the BBC at the address specified in the Special Definitions, together with a written request for approval of them, within the time limit specified in the Special Definitions, and the BBC shall use reasonable efforts to inform the Licensee whether or not the Samples are acceptable within the time limit specified in the Special Definitions. If the Licensee does not receive notice that the Samples are acceptable, they are deemed unacceptable.
- 4.3 The prior approval of samples of use of the Trade Marks in programme listings or programme guides (if permitted under this Licence) is not necessary provided that:
 - 4.3.1 the use of any logo complies with any relevant style guide and the artworks of the logo is as supplied by the BBC; and
 - 4.3.2 the use is solely for the purpose of identifying the BBC's Programme, is commensurate with the use of the Trade Marks of any third party whose Programme also appear in the listings or guide, does not imply any endorsement by the BBC of any other person or of anything other than the BBC's Programme, and does not misrepresent the relationship between the BBC and any other person.
 - 4.3.3 where the use is On-line, the Licensee will within 24 (twenty four) hours of receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the conditions in this clause 4.3

or if the BBC requests changes and such requests have not been complied with within 24 (twenty four) hours of the receipt of the request.

- 4.3.4 where the use is other than On-line, the Licensee will in the edition following, or if earlier within 30 (thirty) business days of, receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the conditions in this clause 4.3 or if the BBC requests changes and such requests have not been complied with in the edition following, or if earlier within 30 (thirty) business days of, receipt of the request.
- 4.3.5 the BBC may at any time by notice to the Licensee withdraw the provisions of this clause 4.3 (so as to require the Licensee to obtain the BBC's prior approval of samples of use in programme listings or programme guides) and subsequently reinstate them
- 4.4 The Licensee may submit a Sample to the BBC at the address specified in the Special Definitions with a request that it be approved as a "Format", indicating which elements of it will be constant in each version produced. The BBC shall be under no obligation to grant approval as a Format, and may do so on such conditions as it sees fit. If a Format is approved by the BBC, Licensed Products in that format (an "Approved Format") may be produced by the Licensee without the need to obtain approval to each version provided that:
 - 4.4.1 the constant elements are in accordance with the Approved Format;
 - 4.4.2 the requirement to supply copies contained in clause 4.5 is complied with;
 - 4.4.3 where the use is On-line, the Licensee will within 24 (twenty four) hours of receipt of a notice from the BBC remove the Trade Marks if the use does not comply with the Approved Format or if the BBC reasonably requests changes and such requests have not been complied with within 24 (twenty four) hours of the receipt of the request; and
 - 4.4.4 the BBC may at any time by notice to the Licensee withdraw approval of an Approved Format under this clause 4.4 (so as to require the Licensee to obtain the BBC's prior approval of samples of each use).
- 4.5 The Licensee warrants that the Licensed Product shall conform in every way to the Samples as approved by or on behalf of the BBC and undertakes that:
 - 4.5.1 it will make no use of any of the Trade Marks or of the Licensed Product other than for the purposes of complying with clauses 4.1, 4.2 or 4.4 as appropriate unless and until the Licensee has the express written approval of the BBC;
 - 4.5.2 it will not make any alterations, modifications or changes to the Licensed Product without the specific written consent of the BBC. If any changes are made, the provisions of clauses 4.1, 4.2 or 4.4 as appropriate shall apply; and
 - 4.5.3 it will supply to the BBC free of charge further Samples of the Licensed Product as issued no later than the first day on which the Licensed Product is so released, and, upon request by the BBC (at intervals not more frequent than quarterly) and at the BBC's cost (which shall be at cost or the best trade price if greater), supply to the BBC further Samples of the Licensed Product as manufactured, sold, issued or made available.

5 Rights in and Registration of the Trade Marks

The Licensee acknowledges and agrees that:

- 5.1 the BBC is the BBS of the Trade Marks, any copyright, design rights and other intellectual property rights subsisting in and the goodwill relating to the Trade Marks.
- 5.2 the benefit of all use of the Trade Marks and any additional goodwill accrued as a result of the Licensee's activities in connection therewith shall inure, and is hereby assigned, to the BBC.

- 5.3 the Licensee will not use the Trade Marks in a manner likely to prejudice their legal protection or validity. In particular, without prejudice to the generality of the foregoing, the Licensee shall ensure that if any other logos and/or trade marks are used or incorporated on the Licensed Product they are kept separate from, and are not used in any manner which could lead to confusion as to the ownership, the identity or the distinctive character of, the Trade Marks.
- 5.4 except as permitted by law or as expressly provided by this Licence or any other written agreement between the parties, the Licensee will not make use of the Trade Marks, the name of the BBC or any of its Subsidiaries (present or future) or of any other trade mark, design, copyright or other intellectual property in which the BBC has proprietary rights.
- 5.5 no application for trade mark nor (unless expressly permitted in writing by the BBC) for domain name registration of, or including, any of the Trade Marks may be made other than by the BBC. The Licensee shall if so required by the BBC co-operate with the BBC in securing or attempting to secure registration of the Trade Marks anywhere in the Territory (which shall include providing such written details and further samples of the Licensed Product as the BBC may reasonably request).
- 5.6 the BBC may register the Licensee as licensee or registered user of the Trade Marks in any part of the Territory where registration is necessary or desirable in accordance with the applicable trade mark law and such registration may be cancelled by the BBC on expiry or earlier termination of this Licence for whatever reason.
- 5.7 the Licensee will on receipt of a request from the BBC enter into any further agreements or execute any documents reasonably required by the BBC in order to give effect to clause 5.2 and/or to secure any registrations or cancellations pursuant to clauses 5.5 and 5.6. If registration is at the request of the Licensee, the Licensee shall bear the costs of such registration but in any other case the Licensee's reasonable costs shall be met by the BBC.

6 Trade Mark and Copyright Notices

The Licensee shall cause to appear on every Licensed Product the notice(s) specified in the Special Definitions and/or such other markings or notices and in such locations and sizes as the BBC may from time to time require in order to give appropriate notice of the BBC's trade mark or other intellectual property rights.

7 Termination

- 7.1 Subject to sub-clauses 7.2 and 7.4 below, this Licence shall terminate on the termination or expiry of the Main Agreement for whatever reason save that if the Main Agreement provides for a sell-off period after expiry or termination the Licensee shall have the non-exclusive right to use the Trade Marks on the items covered by this Licence for the duration of the sell-off period subject to the terms and conditions of this Licence.
- 7.2 The BBC may terminate this Licence immediately on the giving of written notice to the Licensee if:
- 7.2.1 the Licensee commits a breach of any of the terms of this Licence or the Main Agreement and fails to remedy such a breach (if capable of remedy) within 30 (thirty) business days (or such shorter reasonable period as is specified in the notice) after receiving written notice from the BBC to do so; or
- 7.2.2 the Licensee makes or authorises any representation or does or authorises any act which may be taken to indicate that it has any right, title or interest to the ownership or use of the Trade Marks except under the terms of this Licence; or
- 7.2.3 the Licensee or any company within its Group challenges the validity of or the BBC's title to any of the Trade Marks; or
- 7.2.4 there is any change in control of the Licensee or any Holding Company of the Licensee unless such change of control occurs as part of a bona fide solvent restructuring within its Group; or

- 7.2.5 any material step is taken with a view to the Licensee ceasing to carry on business, or going or being put into receivership, administrative receivership, administration, bankruptcy, liquidation or any equivalent process in any relevant jurisdiction
- 7.2.6 the Licensee fails to comply with a notice served under clause 4.3.3, 4.3.4 or 4.4.3.
- 7.3 The Licensee will immediately notify the BBC of any event giving the BBC the right to terminate under clause 7.2.4 or 7.2.5.
- 7.4 Either party may terminate this Licence forthwith on written notice if the continued performance of it is prevented for a period of 60 (sixty) business days or more by reason of an event beyond the reasonable control of either party.
- 7.5 On termination of this Licence or, if relevant, any sell-off period provided for by the Main Agreement, the Licensee shall immediately cease using the Trade Marks in any form and all rights granted under this Licence shall immediately revert to the BBC. Termination of this Licence shall be without prejudice to the accrued rights of each party at the date of termination.
- 7.6 clauses 5.5, 5.7, 7.5, 9 and 12.2 shall survive termination or expiry of this Licence.

8 Infringement

- 8.1 The Licensee shall immediately give full particulars in writing to the BBC of:
- 8.1.1 any actual, threatened or suspected infringement by a third party of any of the BBC's rights in and to the Trade Marks which comes to the Licensee's attention. The BBC shall not be under any obligation to take any legal or other action against any such third party. Should the BBC decide to take action against any such third party, the Licensee shall provide such cooperation or assistance in this connection as the BBC may reasonably request, including but not limited to joining the action as a party, the Licensee's reasonable costs for doing so being reimbursed by the BBC. The Licensee shall not be entitled to bring any action for infringement of the Trade Marks in its own name or on its own behalf.
- 8.1.2 any claim that the use of the Trade Marks by the Licensee infringes the rights of any third party in any part of the Territory ("Third Party Claim") which comes to the Licensee's attention. The Licensee shall make no comment or admission to any third party in respect of such claim without the prior written approval of the BBC such approval not to be unreasonably withheld, and shall provide such cooperation or assistance in defence of any such claim as the BBC shall reasonably require.
- 8.2 If the BBC at any time reasonably considers that a Third Party Claim is well founded or that there is an unacceptable risk of a Third Party Claim, the BBC may inform the Licensee in writing specifying the Trade Mark in question and the applicable part of the Territory, whereupon the Licensee shall forthwith cease to use that Trade Mark in the Territory or the part of the Territory specified and the BBC shall have no liability to the Licensee as a result.

9 Warranties, indemnity and insurance

- 9.1 Each party represents, undertakes and warrants that it has the full authority, power and capacity to enter into and fully perform this Licence, but the BBC gives no other warranty including, without limitation, any warranty that there are no conflicting third party rights in any part of the Territory
- 9.2 The Licensee shall indemnify the BBC (which expression shall in this clause 9.2 include its officers, servants, agents, assignees and any company within the BBC Group) against all liabilities, loss, damages, costs and expenses including reasonable legal costs and attorneys' fees, that the BBC may directly incur as a result of the use of the Trade Marks by the Licensee, except insofar as they arise out of any breach of this Licence by the BBC.
- 9.3 The Licensee shall arrange and maintain with a reputable insurer adequate (1) public and product liability insurance. The cover shall be at least [REDACTED] in respect of

any 1 (one) claim (in the case of public liability) or in the aggregate (in the case of product liability) and with scope of cover appropriate to the liability of the Licensee. For the avoidance of doubt, such minimum insurance level shall not be a limit of liability under this Licence. The Licensee shall produce to the BBC on demand copies of the insurance policies maintained in accordance with the terms of this clause, and receipts for premiums required to be paid in relation to such policies.

10 Address for Notices

- 10.1 All notices given by the parties under this Licence shall be in writing and delivered by registered post, airmail or facsimile (with a copy posted) to the respective addresses or facsimile numbers given below (until one party gives written notice to the other indicating otherwise) and shall be effective notwithstanding any change of address not so notified.

The BBC: The British Broadcasting Corporation
BBC Media Centre
201 Wood Lane
London, W12 7TQ

Attention: Head of Corporate Legal and Intellectual Property

The Licensee: as specified in the Special Definitions

- 10.2 Proof of dispatch, posting or transmission shall constitute proof of receipt two business days after dispatch (if by registered post or courier), seven business days after posting (if by airmail) or the next business day following the date on which the facsimile was transmitted by the sender (if by fax).
- 10.3 Copies of all notices to the BBC must be sent to the address specified in the Special Definitions.

11 Assignment etc

- 11.1 This Licence is personal to the Licensee which shall not assign, transfer, sub-license, mortgage, pledge, charge, or in any other way encumber or dispose of or purport to encumber or dispose of its rights or obligations under this Licence.

- 11.2 Without prejudice to the generality of clause 11.1:

11.2.1 if the Licensee properly and with the consent of the member of the BBC Group which is signatory to the Main Agreement sub-licenses any of its rights under the Main Agreement to a third party (the "Sub-Licensee") and the Sub-Licensee wishes to use the Trade Marks, the Licensee shall procure that the Sub-Licensee shall prior to using the Trade Marks enter into a Trade Mark Licence directly with the BBC in a substantially similar form to this Licence.

11.2.2 the Licensee may permit any company within its Group ("the Company") to exercise the Licensee's rights under this Licence on its behalf. The Licensee undertakes to supply full details to the BBC of any such permission, to notify the Company of the existence of this Licence, and to ensure the Company's compliance with it. The Licensee shall remain liable under this Licence for any acts of the Company.

11.2.3 third parties ("Manufacturers") may be subcontracted to manufacture the Licensed Product for the Licensee. Manufacturers shall not distribute and/or sell the Licensed Product to anyone other than the BBC or the Licensee, or deal in any other way with the Licensed Product either within or outside the Territory. The Licensee shall remain liable under this Licence for any acts of Manufacturers.

12 General

- 12.1 Nothing in this Licence shall constitute or be deemed to constitute a partnership or joint venture between the parties or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and, subject to clause 5.6, neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.
- 12.2 Each party shall keep any confidential information relating to the business affairs of the other party and its Group secure and protected against theft, damage, loss or unauthorised access. Neither party will disclose any such information to any third party other than employees, agents or professional advisers of the disclosing party or its Group who need to know such information for the purposes of acting under and pursuant to this Licence and/or the Main Agreement and who are made aware of and have agreed to comply with this clause. The obligations of this clause shall not apply to any disclosure of information which is required by law or by a competent regulatory authority, and shall cease to apply to any information which has come into the public domain through no fault of the recipient.
- 12.3 No amendment of the terms of this Licence shall be valid or binding unless made by prior written agreement between the parties and signed by their duly authorised representatives.
- 12.4 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by either party in exercising any rights, power or privilege under this Licence shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 12.5 To the fullest extent permitted by law all provisions of this Licence shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision of this Licence.
- 12.6 This Licence represents the entire understanding between the parties and supersedes all prior agreements, whether oral or written, between the parties in relation to its subject matter. Neither party has entered into this Licence on the basis of, or has relied on, any statement or representation (whether negligent or innocent) except those expressly contained in this Licence. This sub-clause does not apply to any statement or representation made fraudulently.
- 12.7 Except as indicated in clause 9.2, no person who is not a party to this Licence has or shall have any right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this Licence. Notwithstanding clause 9.2, the parties shall not require the consent of any other person in order to vary or rescind this Licence by agreement.
- 12.8 Each individual executing this Licence on behalf of a party hereto represents and warrants that he has been fully empowered by such party to execute this Licence and that all necessary action to authorise execution of this Licence by him has been taken by such party.
- 12.9 The provisions of this Licence shall prevail if there is any conflict between them and those in the Main Agreement.
- 12.10 The clause headings are for identification purposes only and shall not affect the meaning of the clauses themselves.

13 Law and jurisdiction

- 13.2 This Licence shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall be subject (and the parties hereby submit) to the exclusive jurisdiction of the English Courts.

SCHEDULE 2

MANUFACTURER'S AGREEMENT

Re: [REDACTED] ("the Work")

Reference: ČESKÁ TELEVIZE

This Agreement is made the day of
between

BBC Studios Distribution Limited of 1 Television Centre, 101 Wood Lane, London, W12 7FA, United Kingdom ("BBCS") and

Česká televize ("the Manufacturer") of the following address:

Correspondence Address: Kavčí hory, 140 70 Prague 4, Czech Republic

Tel: +420 261 137 320 E-mail: [REDACTED]

Addresses of sites where any products, presentational materials and/or components that make use of the intellectual property relating to the Series ("the Products") are manufactured or stored:

<u>Products</u>	<u>Site Address (say 'Correspondence Address as above' where applicable)</u>
[REDACTED]	Address: Tel: Fax:

This Agreement serves as notice to BBCS under the merchandising agreement between BBCS and ČESKÁ TELEVIZE ("the Licensee") that the Licensee wishes to appoint the Manufacturer as manufacturer in connection with the manufacture of the above-mentioned Products:

1. In consideration for BBCS's consent to the Manufacturer's engagement and the payment to the Manufacturer of £1 (one pound sterling) (receipt of which is hereby acknowledged), the Manufacturer hereby agrees:
 - (a) not to supply the Products to anyone other than the Licensee;

- (b) not to manufacture any other merchandise utilising or incorporating any of the illustrations, marks, or other material which is the property of BBCS, whether relating to the Series or any other property which BBCS owns or otherwise is entitled to exploit;
 - (c) to permit at any time a representative of BBCS to inspect the Manufacturer's activities in connection with the manufacture of the Products including, without limitation, to conduct financial audits as well as audits for compliance with the Ethical Policy and the Anti-Fraud and Corruption Code of Conduct (as such terms are defined below) on an annual basis.
 - (d) to incorporate correct copyright and/or trade mark notices onto the Products and no others;
 - (e) whenever either the Licensee ceases to require the manufacture of the Products or BBCS or its representatives notifies the Manufacturer that the Licensee is, in its view, no longer entitled to manufacture or authorise the manufacture of the Products, the Manufacturer will promptly provide to BBCS a statement indicating the numbers and description of Products in stock or in process of manufacture and, at the Manufacturer's own cost, deliver and/or procure the delivery of all or any part of the same together with any materials provided to the Manufacturer by the Licensee or BBCS then remaining in the Manufacturer's possession or control (including without limitation all artworks, print sets, style guides, moulds, casts, dies, reproduction processes and all other items and processes used by or on behalf of the Licensee) to BBCS in accordance with BBCS's reasonable instructions to such address as BBCS may notify in writing to the Manufacturer, or (if BBCS so elects) destroy or procure the destruction of all materials and/or Products and furnish to BBCS a certificate in a form acceptable to BBCS evidencing any such destruction;
 - (f) to immediately inform BBCS in writing of any changes to the Manufacturer's correspondence address or any of the Manufacturer's manufacturing addresses.
2. The Manufacturer hereby confirms that it has received, read and understood the ethical policy adopted by BBCS from time to time ("**the Ethical Policy**") and the Anti-Fraud and Corruption Code of Conduct adopted by BBCS from time to time a copy of which is available at <https://www.bbcstudios.com/ethical-policy/> ("**the Anti-Fraud and Corruption Code of Conduct**"), the current forms of which are attached hereto, and agrees to comply with their terms in connection with the manufacture and supply of the Products and to undertake such modifications as shall be necessary to comply with any amendments which may be introduced into the Ethical Policy or Anti-Fraud and Corruption Code of Conduct from time to time.
 3. The Manufacturer hereby acknowledges that it does not have the right to assign or license or otherwise transfer any of its rights under this Agreement. BBCS shall be entitled to assign or license the whole or any part of its rights under this Agreement to any third party and in such event all of the representations, warranties and undertakings on the part of the Manufacturer contained in this Agreement shall inure for the benefit of the assignee.
 4. This Agreement shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall be subject (and the parties hereby submit) to the exclusive jurisdiction of the English Courts.

(EXECUTION PAGE OVERLEAF)



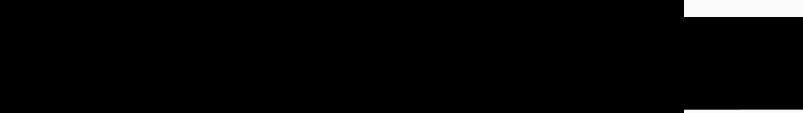
Print Name Hynek Chudárek
Date

Company Name Česká televize

Relationship to the Licensee (please tick the appropriate box)

- third party manufacturer appointed by the Licensee
- associated company of the Licensee

For and on behalf of BBC Studios Distribution Limited



Date

SCHEDULE 3

BBC **STUDIOS**

ETHICAL TRADING POLICY

POLICY OVERVIEW

BBC Studios ("BBCS") is committed to ensuring a high standard of ethical and environmental practices, including the provision of safe working conditions and the protection of workers' rights across its global businesses and throughout its supply chains.

BBCS seeks to understand and mitigate the human rights impacts of its operations and supply chains (paying particular attention to the rights of the most vulnerable workers) and conducts its business in accordance with the provisions of this Ethical Trading Policy ("the Policy"). BBCS also expects its Suppliers to observe the Policy's requirements and to demonstrate a similar commitment to an ongoing programme of ensuring and, where necessary, improving ethical and environmental practices.

The Policy enshrines all principles of the Ethical Trading Initiative Base Code¹ and reflects all eight 'core conventions' of the International Labour Organisation (ILO), along with other key ILO conventions and recommendations.²

SCOPE OF THE POLICY

The Policy applies to all areas of BBCS's business and to all Suppliers³ providing goods and services (including labour services) to BBCS. BBCS expects all direct Suppliers to observe the requirements of this Policy and that such Suppliers, in turn, should obtain similar compliance with its requirements from their Suppliers throughout the supply chain.

All parties to whom this Policy applies are required to comply, at a minimum, with applicable national and international laws. Where the requirements of this Policy afford greater protection than national law, the terms of this Policy prevail.

COMPLIANCE WITH THE POLICY

BBCS recognises that its Suppliers may not immediately be able to achieve all the standards laid out in this Policy but is willing to engage with Suppliers who:

- are able to meet BBCS's Core Requirements
- commit to a due diligence-based approach to understanding the impacts of their business activities on labour rights and human rights and to the principles of remedying any violations of such rights, as set out in international legislation and widely recognised business and human rights frameworks;⁴ and
- are able to demonstrate a responsible and transparent approach to their working and general practices; and
- have successfully undergone any required monitoring or verification procedure in accordance with BBCS's Ethical Trading Programme that demonstrates that BBCS's Core Requirements have been met; and
- demonstrate a clear and ongoing commitment to improving ethical and environmental standards beyond the Core Requirements.

CORE REQUIREMENTS OF THE POLICY ('MINIMUM STANDARDS')

BBCS will not engage in business with Suppliers unless and until they meet the Core Requirements of the Policy.

BBCS will be entitled to terminate any contract with any Supplier who is found to have breached any of the Core Requirements or who has failed to notify BBCS of a breach as soon as reasonably practicable. (Such termination on the part of BBCS may be without notice and shall be without liability of any description on the part of BBCS, whether to the Supplier or any third party contracted by the Supplier.)

Where a Supplier has implemented suitable corrective actions and provided remedy for negative impacts in order to meet the Core Requirements to BBCS's satisfaction, BBCS will then consider at its sole and absolute discretion engaging in business with the Supplier.

The Core Requirements are as follows:

A. Employment of appropriate workers & general practices

A.1 Suppliers must not use any form of forced, bonded or involuntary labour, and workers must not be obliged to lodge identity papers or pay any recruitment fees (including compulsory service fees, deposits or deductions from wages to cover recruitment expenses) to the Supplier or its labour providers or brokers as a condition of work. Where any form of forced labour is found or where workers have paid recruitment fees, Suppliers must provide appropriate remedy, including the reimbursement of fees.⁵

A.2 Suppliers must not use workers under the age of 15, or the minimum legal working age in the country in question, if higher than 15. Suppliers must accept the principles of remediation of child and underage workers, and where such labour is discovered, Suppliers must establish and implement appropriate remediation for such workers and introduce effective systems to prevent the use of child labour in the future.

A.3 Workers must not be subject to physical or verbal abuse or threats, sexual or other forms of harassment or intimidation of any description.

A.4 Suppliers must pay minimum wages as dictated by local law.

B. Worker safety & well-being

B.1 Factories and work sites used by Suppliers must be safe and hygienic with an adequate number of safe and accessible fire exits from all buildings including living accommodation and workers must have access to potable drinking water. Living accommodation, where provided, must be in buildings that are separate from other areas of the workplace and have an adequate fire alarm system.

B.2 Workers' life or limb must not be endangered through the use of dangerous machinery, unsafe building structure or layout, or the use of hazardous chemicals. Where serious or fatal accidents have occurred Suppliers must demonstrate to the satisfaction of BBCS that all appropriate steps have been taken to prevent similar accidents occurring in the future and that appropriate remedy has been provided to the affected parties.

B.3 Workers must not be required to work extreme hours or work without adequate rest periods.

C. Business integrity

C.1 Suppliers must maintain proper and accurate employment records including calculation of pay and hours worked, and Suppliers must be transparent and cooperative as regards the inspection of employment records.

C.2 Suppliers must not engage in bribery, corruption or other similar unethical practices in order to gain competitive advantage or to influence the findings of audits or other assessments.

FULL REQUIREMENTS OF THE POLICY

Once Suppliers have met the Core Requirements, BBCS expects them to work towards meeting the Full Requirements of the Policy within a reasonable timeframe. For clarity and completeness, the Core Requirements are incorporated within the Full Requirements.

BBCS's Full Requirements are as follows:

1. Employment of appropriate workers

1.1 No forced, bonded, or involuntary prison labour may be used in the production of goods. Workers must not be required to lodge deposits or identity papers or pay recruitment fees (including compulsory service fees) as a condition of work and must be free to leave their employer upon reasonable notice. Where fees have been paid by workers or where identity papers have been retained, repayment of fees or the return of the papers must be effected in a timely manner.

1.2 No child or under age labour may be used. All workers must have reached the age of 15, or have reached the minimum legal working age under national law, whichever age is the higher. Exemptions under ILO Convention 138 will be conditional on prior approval by BBCS.⁶

1.3 By entering into an agreement with BBCS Suppliers accept the principles of remediation programmes enabling children and under age workers to return to quality education, even if children and under age workers do not form part of Supplier's work force. Without prejudice to BBCS's right to terminate its Supplier agreements under the provisions of the Policy, Suppliers must establish and implement appropriate remediation programmes in cooperation with BBCS.

1.4 Workers under the age of 18 must not work at night or under potentially hazardous conditions. Suppliers must have in place effective risk management and monitoring systems for young workers.

2. Working environment

All workers are entitled to a safe, hygienic working environment and Suppliers must ensure that working conditions meet the following standards:

2.1 Suppliers must comply with all national health and safety laws and with the standards laid down in ILO Convention 155.

2.2 Suppliers must establish an active Health and Safety Committee on which workers must be represented and which must be consulted on and entitled to participate in the investigation of health and safety matters.

2.3 Suppliers must formally appoint a senior manager to be responsible for health and safety issues, including compliance with the relevant terms of this Policy, and the establishment and communication of written health and safety policies.

2.4 Workers must not be employed in potentially hazardous conditions without regular adequate safety training or supervision. Training must include emergency evacuation procedures and, for appropriate designated personnel, first

aid. Adequate records of all safety training must be maintained and made available to BBCS for inspection. Adequate first aid provision must be readily accessible to all workers.

2.5 Work places must be well ventilated with comfortable, well-lit workstations. No workers may be subject to unsafe or unhealthy working conditions (including dangerous machinery, unsafe building structure or lay-out, and hazardous chemicals and substances) and all necessary safety equipment must be provided by Supplier without charge.

2.6 Factories and work sites used by Supplier must be safe and hygienic with an adequate number of safe, accessible and clearly marked fire exits from all buildings (including production and storage facilities, and office and domestic accommodation used by employees).

2.7 Living accommodation, where provided, must be in buildings that are separate from other areas of the workplace and must have an adequate fire alarm system and fire safety equipment. In any event Suppliers must provide hygienic conditions including adequate living space, clean bathrooms, access to drinking water, and appropriate food preparation and storage facilities.

3. Hours, pay and benefits

3.1 Suppliers must comply with local legislation regulating employment, hours of work and pay, including any minimum wage, allowances and benefits (including, without limitation, holidays, sick leave, childcare, maternity provisions, social security). In any event, wages must be adequate to meet the basic needs of workers and provide a reasonable discretionary income. Suppliers must not seek to avoid their legal obligations to workers by any means, including the extended or on-going use of temporary or fixed-term contracts, excessive use of labour-only providers or the improper use of self-employed or contractor statuses for workers.

3.2 Workers must be provided with clear and understandable written information about their employment conditions (including pay and hours or work) before commencing work and Suppliers must at all times maintain proper and accurate employment records.

3.3 Workers must not be required to work excessive hours and may not ordinarily and regularly work more than 60 hours per week (including overtime). All workers shall be entitled to at least one day off in each 7 days period (or, where allowed by national law, 2 days off in every 14 day period) and overtime must be strictly voluntary and paid at a premium rate.⁷

3.4 Where deductions are taken from wages, they must be permitted by local law, be of a reasonable sum and relate to the service provided for that deduction. Workers must give their express agreement for each deduction and such agreement may not form a part of their employment contract. The use of fines as a disciplinary measure is not permitted.

3.5 Suppliers must comply with all applicable legislation concerning life insurance, health insurance, retirement benefits and workers' compensation.

4. Respect for the individual

4.1 Suppliers must conduct their business in a manner that recognises the entitlement of all individuals to be treated equitably with dignity and respect and to work in an environment free from physical or verbal abuse or threats, sexual or other forms of harassment or intimidation of any description.

4.2 Disciplinary practices shall be fair and appropriate and must be clearly set out and communicated to workers. Workers must have the right to appeal and to representation at disciplinary proceedings.

4.3 Suppliers must not discriminate against workers in any manner on the grounds of race, caste, national or ethnic origin, gender, age, disability, health (including mental health), pregnancy, marital status, family or caregiver status, sexual orientation, union membership, religion or political affiliation.

4.4 Suppliers must put in place appropriate and effective workplace mechanisms and procedures through which workers may raise grievances. Such grievance mechanisms must be fair, clearly set out and communicated to all workers in a workplace, including contractors or those employed by labour providers. Documentation concerning grievances must be held on file and made available for review. No worker should suffer dismissal, discrimination or any other unfair treatment as a result of raising a grievance.

5. Freedom of association

Suppliers must respect the right of all workers to join or form trade unions and to engage in collective bargaining in a lawful and peaceful manner. Suppliers must not discriminate against workers who engage in such activities. Where these rights are restricted by law, Suppliers must allow alternative lawful means for independent workers' representation.

6. Business integrity

Suppliers must conduct their businesses in an ethical manner and must not seek to gain competitive advantage by means of unethical or dishonest practices including without limitation; bribery, corruption, kickbacks, the provision of gifts, favours or services.

7. Environmental standards

Suppliers must comply with applicable local environmental regulations and such additional environmental standards as BBCS may notify in writing from time to time. In any event Suppliers must demonstrate an awareness of environmental impacts and a commitment to improving environmental standards, (including, without limitation, waste reduction, increased recycling, reduction of pollution, careful management of water usage, appropriate disposal of waste materials, increased use of materials or products from sustainable sources) and are to develop and implement a meaningful environmental action plan by which progress can be measured.

8. Documentation and inspection

8.1 Suppliers must adopt effective systems (including the appointment of a named individual with responsibility for compliance with the Policy) for the implementation of the provisions of this Policy by Suppliers and for monitoring and documenting compliance with its provisions to the satisfaction of BBCS. Suppliers shall in turn be responsible for implementing monitoring and recording the compliance of its own Suppliers and reporting to BBCS as required.

8.2 Suppliers must maintain such documentary records as may be necessary to demonstrate compliance with the terms of this Policy (or otherwise relating directly or indirectly to the implementation of the Policy) including a single set of verifiable, accurate and complete records on wages paid and hours worked for each employee, and stored for a period of three years. All such documentation must be original records and available to BBCS for inspection upon request.

8.3 Suppliers must permit BBCS (or its representative or nominees) to enter their premises (and any other work place utilised for or on behalf of Supplier, whether or not owned or controlled by Supplier) for the purpose of inspecting premises and documentation and in order to establish due compliance with the provisions of the Policy.

NON-COMPLIANCE WITH THE POLICY

By entering into an agreement with BBCS, Suppliers hereby agree to and accept the terms of this Policy. In the event that BBCS considers that a Supplier does not comply with the Full Requirements of this Policy, the Supplier must take all such appropriate remedial actions as requested by BBCS to address any areas of concern.

Without prejudice to the provisions of the Policy or the terms of any agreement between Supplier and BBCS, BBCS shall be entitled in its sole and absolute discretion to terminate all contracts with Suppliers with immediate effect and without liability if:

1. Suppliers are not fully compliant with the Core Requirements at any time; or
2. Suppliers fail to notify BBCS of a breach of the Core Requirements as soon as reasonably practicable; or
3. in the reasonable opinion of BBCS, Suppliers shall have failed to demonstrate to the satisfaction of BBCS sufficient openness and transparency to allow a robust verification of their working practices; or
4. in the reasonable determination of BBCS, Suppliers shall have failed to demonstrate to the satisfaction of BBCS a genuine willingness to work towards meeting all of the provisions of the Policy within a reasonable time; or
5. in the reasonable opinion of BBCS, Suppliers shall have failed to demonstrate to the satisfaction of BBCS provision of sufficient remedy of a breach of the Policy.

Version 3.0

Approved by BBC Studios Compliance & Risk Committee, 1st October 2018

The Ethical Trading Initiative (ETI) is an alliance of companies, NGOs and trade union organisations working to promote and improve the implementation of corporate codes of practice that cover supply chain working conditions. The ETI Base Code reflects the most relevant international standards with respect to labour practices.

² The BBCS Ethical Trading Policy reflects the standards set out in the following ILO Conventions and Recommendations: Conventions C029 & C105, Recommendation R035 and Protocol P029 (Forced and Bonded Labour); Conventions C087 & C098 (Freedom of Association and Rights to Collective Bargaining); Conventions C100 & C111 and Recommendations R090 & R111 (Equal Remuneration and Non-Discriminatory Practice); Convention C138, Convention C182 and Recommendation R146 (Child Labour and Elimination of the Worst Forms of Child Labour); Convention C135 and Recommendation R143 (Workers' Representation), Convention C155 and Recommendation R164 (Occupational Safety and Health); Convention C159 and Recommendation R168 (Vocational Rehabilitation and Disability); Convention C177 and Recommendation R184 (Home Work).

³ The term "Supplier" shall be deemed to include direct suppliers of goods and services, contractors, labour providers, licensees, sub-licensees and their associated sub-contracted manufacturers, suppliers or labour providers throughout the supply chain.

⁴ Applicable legislation may include the California Transparency in Supply Chains Act (USA), the Non-Financial Reporting Directive (EU), the Modern Slavery Act 2015 (UK), the Devoir de vigilance des sociétés mères et des entreprises donneuses d'ordre (France) and the NSW Modern Slavery Act 2018 (Australia); frameworks may include the United Nations Guiding Principles (UNGPs) on Business & Human Rights and the OECD Guidelines for Multinational Enterprises (and its associated Due Diligence Guidance).

⁵ BBCS supports the principle that no recruitment fees or related costs should be borne by workers, as reflected in internationally recognised initiatives such as the ILO's Fair Recruitment Initiative and the Dhaka Principles for Migration with Dignity.

⁶ Exemptions under ILO convention 138 shall be considered only where BBCS are satisfied that there is evidence of compliance with applicable regulations and that the Supplier has in place a monitoring regime that is acceptable to BBCS.

⁷ International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced.

**SCHEDULE 4
BBCS MATERIALS**

The Broadcaster does not require BBCS to supply and deliver materials.

SCHEDULE 5
STYLEGUIDE AND BBC GUIDELINES

Style Guide:

Style Guide will be provided electronically to the Broadcaster on signature of this Agreement.

BBC Guidelines:

The BBC Guidelines are as follows (as the same may be amended and supplemented from time to time):

Editorial Guidelines - <http://www.bbc.co.uk/editorialguidelines/>

Commercial: <http://www.bbc.co.uk/guidelines/editorialguidelines/page/guidelines-commercial-services-introduction/>

Advertising & Sponsorship Guidelines: - <https://www.bbcstudios.com/media/3818/advertising-and-sponsorship-guidelines.pdf>

SCHEDULE 6

DETAILED BRIEF OF WORKS/ PUBLISHING PLAN

The Work shall correspond in any every way and manner including, without limitation, style, narrative, story arc, length, target audience, nature, number and placement of illustrations with the elements and/ or detailed creative in the publishing plan approved by BBCS pursuant to clause 4.1 of this Agreement, or as subsequently pre-approved in writing by BBCS during the development process and in accordance with the terms and conditions contained in this Agreement relating to BBCS approvals.