

Česká televize
Company ID number: 00027383

and

Company: Eagle Rock Entertainment Limited trading
Company ID number: 03313802

Licence Agreement

number 7160

Subject matter of the agreement:	Programme licence acquisition
Price or value:	10.081 EUR
Date of execution:	<u>13 -02- 2017</u>

Annex 1

Highlighted copy of the Agreement to be published in the register of agreements

EAGLE ROCK LICENSE AGREEMENT

A. DEAL TERMS

EFFECTIVE DATE:	1 December 2016
LICENSOR:	Eagle Rock Entertainment Limited trading from Eagle House, 22 Armoury Way, London SW18 1EZ, United Kingdom VAT 641 0595 55
LICENSEE:	Ceska Televize, Kavci Hory, Na Hrebenech II 1132/4, 140 70 Praha 4, Czech Republic (VAT# cz00027383) Public Company established by the Czech Television Act No 483/1991 Coll.
LICENSED PROGRAMME:	[REDACTED]
LICENSE PERIOD:	[REDACTED]
LICENSED TERRITORY:	[REDACTED]
LICENSE FEE:	[REDACTED] xii.
PAYMENT TERMS:	[REDACTED] The Licensor acknowledges to be the beneficial owner of the License Fee. Timely payment is conditioned upon receipt of the valid confirmation of UK residency of the Licensor issued by the appropriate Tax Authority of UK unless such valid confirmation has already been provided to the Licensee during the applicable year. The Licensor agrees that if applicable the Licensee may deduct the withholding tax from the total License Fee under local laws and regulations in accordance to which the Licensee shall provide the Licensor with the relevant tax certificate as soon as is received provided the last sentence of Clause 4.2. of Standard Terms and Conditions shall not apply. It is hereby agreed that should the Licensor choose to deliver invoices by means of electronic mail, the Licensor shall be obliged to send PDF format invoices using his e-mail address to the e-mail address of the Licensee: faktury@ceskatelevize.cz . The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.
PRODUCTION LANGUAGE:	[REDACTED]
LICENSED LANGUAGE(S):	[REDACTED]
LICENSED RIGHTS:	[REDACTED]
LICENSED SERVICE/CATCH UP:	[REDACTED]



	[REDACTED]
LICENSED RUN:	[REDACTED] [REDACTED] 14
LANGUAGE RIGHTS:	[REDACTED]
PROMOTIONAL RIGHTS:	The Licensee shall have the right to use all promotional material and trailers as supplied by Eagle Rock and in-context extracts of [REDACTED] for direct bona fide promotion of the Licensed Programme in any and all media.
RESERVED RIGHTS:	Eagle Rock shall be entitled to exploit any and all rights in and to the Licensed Programme(s) throughout the Universe excluding the exclusive rights granted to Licensee under this Agreement.
DELIVERY MATERIALS:	[REDACTED] <ol style="list-style-type: none"> 1. PAL HDCAM tapes; 2. Music & Effects; and 3. Other: <ol style="list-style-type: none"> a. Script; b. Stills; c. Slides; d. Music cue sheet. <p>Licensee to return any and all materials related to the Licensed Programmes at its sole cost upon Eagle Rock's request and in any event, no later than 30 (thirty) days from receipt.</p>

Key Provisions to Note:

2. **Confidentiality:** Clause 19 of the Standard Terms and Conditions. Deviating from Clause 19, this clause shall be mutual and apply to both Licensor and Licensee and in accordance with Clause 19 (2) (b), the Licensee shall be entitled to register the redacted version of the Agreement as per Annex 1 to comply with local laws.

This Agreement shall be comprised of the Deal Terms and incorporates the attached Standard Terms & Conditions. In the event of any inconsistency, the Deal Terms shall prevail. All capitalized terms not defined in these Deal Terms shall be defined in the Standard Terms & Conditions.

SIGNED AND AGREED BY BOTH PARTIES

EAGLE ROCK ENTERTAINMENT LIMITED

CESKA TELEVIZE

[REDACTED]

[REDACTED]

[REDACTED]



EAGLEROCK ENTERTAINMENT LIMITED
EAGLE HOUSE, 22 ARMOURY WAY
LONDON, SW18 1EZ

Contract No. 7160
Date 16 November 2016 v2
Sales Representative Gemma Lefevre

B. STANDARD TERMS & CONDITIONS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement unless the context otherwise requires:

AVOD: means the exhibition of a program (or episode thereof) on a user's viewing device where the transmission of the exhibition of that program (or episode thereof) originates outside of the user's residence and where such exhibition is not available for public viewing, where the scheduling of the exhibition of that program (or episode thereof) is not pre-determined by the distribution service but, rather, is entirely at the user's discretion; where no fee (either periodic or per exhibition) shall be charged to the user in respect of AVOD; and where the user is required (once the program or episode thereof has been selected) to view one or more advertising or sponsorship spots in order to receive each user selected exhibition of the episode in question. AVOD shall expressly exclude all other forms of On Demand Rights.

Associated Company: any holding company or subsidiary of the Licensee from time to time, and any subsidiary from time to time of such holding company, according to the definitions of "holding company" and "subsidiary" contained in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee]. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

Basic Subscription Television: means the transmission of programming as part of a pre-scheduled, linear program service where: (i) the program service is offered on or in the universal tier of the distribution platform in a bundled package with other pre-scheduled, linear program services; (ii) a periodic basic subscription fee is charged to the subscriber for viewing the compiled program service as part of such bundled package; and (iii) the program service is primarily supported by advertising and/or sponsorship revenue and/or fees in respect of the carriage of the program service by cable, satellite or other distribution platforms in the Territory. For the purposes hereof, neither governmental television receiver assessments nor taxes will be deemed a periodic basic subscription fee charged to a subscriber for the privilege of receiving a television program service.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Catch-up Service: means the on-demand catch-up service named in the Deal Terms which is made available in the Licensed Territory via the medium (or media) set out in the Deal Terms and that is wholly owned, operated and controlled by the Licensee.

Deal Terms: the deal-specific terms attached to these General Terms and Conditions.

Delivery Materials: the materials listed in Schedule 1.

License Fee: the non-returnable (recoupable) sum payable to the Licensor by the Licensee in respect of the Licensed Rights in the Licensed Programme and on account of the monies due to the Licensor in respect of the Licensed Programme.

Free Television ("TV"): means the transmission of the programming as part of a pre-scheduled, linear television, program service where: (i) the timing of the exhibition of the program is determined by the program service and is not at the viewer's discretion, and (ii) there is no charge to the viewer (excepting governmental receiver assessments and taxes) for viewing programming on the compiled program service.

Free Video on Demand (or "FVOD"): means the temporary making available of programming as part of a program service, where: (i) commencement time for the exhibition of the programs is chosen by the viewer and is not predetermined or scheduled by the program service; (ii) the programs are available for viewing during a period of time determined by the program service; (iii) there is no charge to the viewer for viewing programming on the compiled programme service; and (iv) the viewer is not authorized to make a permanent copy of any program.

Internet: means the open, worldwide, cross-platform network commonly known as the World Wide Web and/or any successor or alternative networks thereto (whether now known or hereafter devised) or any part thereof which may be accessed by the Hypo Text Transport Protocol suite and/or any successor protocol thereto (whether now known or hereafter devised.)

Holdbacks: means the restrictions on exploitation as set out in the Deal Terms.

Licensed Language: means language(s) set out in the Deal Terms. Where the Licensed Language is not defined in the Deal Terms, then Licensed Language shall have the same meaning as the Production Language (defined as English unless otherwise specified).

Licensed Run: means the number of transmissions as set out in the Deal Terms.

Licensed Service: means the Linear Service and Catch up Service together.

License Period: means the period commencing on the date set out in the Deal Terms and ending on the earlier of (i) date set out in the Deal Terms; (ii) exhibition of the final Licensed Run.

Linear Service: means the linear channel named in the Basic Terms which is broadcast in the Territory via the medium set out in the Deal Terms and is wholly owned, operated and controlled by the Licensee.

Licensed Programme Rights: the rights described as Licensed Rights in the Deal Terms and further defined herein.

Licensed Territory: means the country or countries set out in the Deal Terms.

On Demand Rights: means the exhibition of a program or programming the timing and/or selection of which is not predetermined by the program service but is at the viewers discretion including, without limitation, video-on-demand ("VOD"), subscription video-on-demand ("SVOD") and virtual on-demand.

Pay Per View Television: means the transmission of an encrypted television signal by means of a point-to-multipoint distribution system containing programming chosen by a viewer, whereby: (i) the transmission of the program originates from a transmission source outside of the subscriber's dwelling and where viewing of the program is simultaneous with its transmission; (ii) the scheduling of the exhibition of the program is pre-determined, in whole or in part, by the distribution service; (iii) the transmission of the program is linear; and (iv) the viewer is required to pay or is assessed by a separate per-program, per exhibition fee (including pay per day and so called "near video on demand" ("NVOD"), as opposed to payment being on a pre-packaged, subscription basis.

Promotional: means the right to promote and publicise the Licensed Programme in any and all media and by any all means (excluding online rights and social media rights) and the non-exclusive right to license clips or extracts of the Licensed Program of no more than 30 seconds to any single news and entertainment program and other promotional program.

Permanent Download means any distribution of a program where the viewer is entitled to retain or have access to a copy of such program on a permanent basis or for an indefinite period of time for unlimited future retrieval and playback.

Notice of Delivery: a notice via email or otherwise from the Licensor to the Licensee that, subject to the Licensee paying the Licensor's costs of manufacturing and shipment and delivery of the Delivery Materials, it is ready to produce the Delivery Materials.

Online Rights: means the distribution of a program by means of computer networks integrated through the use of any protocol now known by hereafter in existence, including, without limitation, through use of any protocol now known or hereafter in existence, including without limitation, the TCP/IP protocol or any successor or similar technology used to access such computer networks (including, without limitation, the Internet) for display on any viewing device, video display monitors, and the like) using computer or computer mediated processing unites or similar technology now known or hereafter in existence.

Rights: the right to exhibit, distribute and otherwise exploit the Licensed Programme in the Territory as more specifically set out in the Licensed Rights in the Deal Terms.

"SD" OR "Standard Definition" means the transmission of a television signal of a spatial resolution of 720 x 576 or less.

Secondary Rights: the exclusive right to apply for and collect income derived from agencies, societies and organisations such as AGICOA and similar organisations established for the purpose of collecting and distributing such income, and the exclusive right to collect any national subsidies and any sums receivable by way of a blank tape levy or any analogous system derived from exploitation of the Licensed Programme in the Territory.

Subscription Television means the transmission of a signal (whether analog or digital) containing programming, a selection and timing of which is determined by the transmitter or service concerned, as part of a linear pre-schedule television channel which is authorized for television reception in the Licensed Territory by a residential subscriber in consideration for a peridoci fee (whetehr premium or a la carte ie. for that specific channel; or basic ie for that terrestrial, cable or satellite only. Subscription Television shall expressly exclude any means of transmission or exhibition of the Program by means on (a) On Demand Rights (b) Pay Per View Television (c) Online Rights (d) Wireless Rights.

Simulcast Rights means the right to distribute the Programme over the internet via an internet protocol network as part of a linear delivery system as defined in the Deal Terms.

Subscription Video On Demand or "SVOD" means the temporary making available of programming as part of the programe service where: (i) the commencement time for exhibition of the programme is chosen by the viewer and is not predetermined or scheduled by the programme service; (ii) the programs are available for viewing during a period of time determined by the programme service; (iii) the viewer is not charged a per-exhibition or per-program fee for the right to view a program, but rather is charged a periodic fixed subscription fee for viewing programming on the programme service, which fee may be in addition to or included in the fee for basic subscription or premium subscription television; and (iv) the viewer is not authorized to make a permanent copy of any programme. SVOD expressly excludes any other form of On Demand or other online rights.

Wireless Rights: means any mode of transmission or retransmission in whole in part of audio and/or visual signals by wireless networks integrated through the use of any protocol now known or hereafter in existence including without limitation the wireless application protocol, 2G, 3G, DVB-H, DMB, WIFI, WI-MAX, or any successor of technology for display on any viewing device (including without limitation personal digital assistants, wireless email devices, mobile phones, pagers and other hand held devices) capable of wirelessly sending and/or receiving voice and/or audio and/or data and/or video communication.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement, and references to paragraphs are to paragraphs of the relevant Schedule.

1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.7 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to writing or written includes fax and email.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. GRANT OF RIGHTS

2.1 The Licensor hereby grants to the Licensee the right to exercise the Licensed Rights in the Licensed Programme in the Licensed Territory during the License Period in accordance with the terms of this agreement, subject to any holdback and any limitations on exclusivity specified in the Deal Terms.

2.2 If any of the Licensed Rights are subject to a holdback period as specified in the Deal Terms, the Licensee undertakes not to pursue the exploitation of such Licensed Rights during that period.

2.3 Without prejudice to the generality of paragraph 2.1 but subject thereto, the Licensed Rights shall comprise the following rights within the Licensed Territory:

(a) the right subject only to the observance of any restrictions imposed upon the Licensor and notified to the Licensee in connection therewith to cut, edit, delete from, add to, change the sequence of, dub, subtitle or otherwise alter and change the Licensed Programme or any part or parts of it for the sole purposes of:

- (i) censorship;
- (ii) making authorised language versions of the Licensed Programme subject to Licensee use of professional translators and such foreign language shall be cleared for worldwide distribution and delivered to Licensor at 50% of cost of making such foreign version;
- (iii) meeting broadcasting standards or broadcasters' timing requirements;

- (iv) the interpolation of advertising breaks during the television, cable or similar exhibition of the Licensed Programme;
- and for the avoidance of doubt, neither the Licensee nor its licensees shall have any right to cut, edit, delete from, add to, change the sequence of, dub, subtitle or otherwise alter or change the Licensed Programme or any part or parts of it other than for the specific purposes set out in clause 2.3(a)(i) to clause 2.3(a)(iv) without the Licensor's prior written approval (not to be unreasonably withheld or delayed);
- (b) the right to release, exploit, advertise, distribute, exhibit, license, perform, project and reproduce the Licensed Programme for and in connection with the exploitation of the Licensed Rights;
- (c) the non-exclusive right to use the trailer as delivered or subject to Licensor's prior written approval a clip from the Licensed Programme not exceeding 30 seconds in duration in connection with publicity of the Licensed Programme;
- (d) the right to include on the positive prints of the Licensed Programme and trailers of the Licensed Programme and in all related advertising and publicity the Licensee's name, logo and presentation announcement in such form and position as shall be approved by the Licensor. For the avoidance of doubt, the Licensee shall not without the Licensor's prior written approval make any other change to the credits of the original version of the Licensed Programme as delivered to the Licensee.
- 2.4 All rights, title and other interests in or to the Licensed Programme which are not expressly granted to the Licensee hereunder are reserved to the Licensor.
- 2.5 The Licensee's exploitation of the Video on Demand Rights shall be subject to the Licensed Programme being transmitted in encrypted form and in such a way as to ensure that only subscribers in the Territory shall be authorised to receive and view the Licensed Programme.
- 2.7 For the avoidance of doubt, the Video on Demand Rights and any other means of exploitation of the Licensed Rights that could be receivable outside the Territory are limited to:
- (a) secure transmissions within the Licensed Territory which can only be accessed by customers authorised by the Licensee;
- (b) exploitation methods which incorporate technological safeguards that prevent copying or downloading the Licensed Programme as a whole and prevent recopying or retransmission of the copy of the Licensed Programme delivered to the viewer other than as the Licensed Language(s); and
- (c) exploitation methods which provide for effective collection of revenues from viewers,
- and the Licensee shall not exploit any Video on Demand Rights unless and until the technological means are available and used by the Licensee to give effect to the foregoing paragraphs.
- 2.8 The Licensee shall not seek, nor allow any third party to seek, customers for online rights outside the Territory and, unless required to do so by law, the Licensee shall not make the Licensed Programme available to customers outside the Licensed Territory by means of Internet delivery, nor allow any third party to do so.
- 2.10 The Licensor shall not have the right to sub-license any part of this agreement.
- 2.11 The Licensee shall ensure that any exploitation of the Basic Subscription Television within the Licensed Territory is restricted to broadcast via encrypted signals that can only be viewed on television
- sets through the use of decoders licensed by the Licensee within the Territory.
3. DELIVERY AND RETURN OF THE DELIVERY MATERIALS
- 3.1 Within 30 days of receipt of the Notice of Delivery, the Licensee shall notify the Licensor of the number of prints, available advertising and promotional materials and accessories, trailers and other available Delivery Materials relating to the Licensed Programme which it requires (all of which are subject to the Licensor's approval) and shall provide the Licensor with the address in the UK as specified in the Deal Terms to which delivery should be made. The Licensor shall then send the Licensee a pro forma invoice setting out the cost for delivery of the requested Delivery Materials. The Licensee shall immediately pay for such Delivery Materials via electronic transfer to the Licensor's Bank Account as specified in the Deal Terms, and the Licensor shall then deliver such Delivery Materials to the Licensee as specified below. The Delivery Materials shall be deemed accepted if the Licensee does not give notice to the Licensor of its order for materials within 14 days of the Notice of Delivery.
- 3.2 Risk in all Delivery Materials shall pass to the Licensee from the moment such materials leave the approved laboratory or the Licensor's offices (as the case may be), and the Licensee shall be responsible for insuring all such materials at their full replacement cost from and with effect from that date.
- 3.3 The Licensee shall promptly examine all Delivery Materials delivered to the Licensee under this agreement in order to verify that they are physically and technically suitable to enable the exercise of the Licensed Rights.
- 3.4 If any print material or pre-print material delivered to the Licensee is of such quality as to make it physically or technically inadequate to enable the Licensee to exercise the Licensed Rights, the Licensee shall give immediate notice no later than 30 days from receipt in writing to the Licensor specifying the particular defect and shall return all defective materials. The Licensor shall on receipt of any such defect notice and defective materials provide the Licensee with substitute materials free of charge if the Licensor in the exercise of its reasonable opinion is satisfied that such materials were defective at the time when they left the Licensor's laboratory or the Licensor's offices (as the case may be). In all other cases the Licensor's obligation to provide replacement materials shall be subject to the Licensee pre-paying the cost of manufacture and delivery.
- 3.5 Unless the Licensor receives notice in writing specifying any defect in the Delivery Materials (or any replacement Delivery Materials delivered under paragraph 3.4) within 14 days following the delivery of such materials to the Licensee, such material shall be deemed to be of physically and technically acceptable quality for the purposes of this agreement.
- 3.6 If any Delivery Materials are provided to the Licensee on loan, the Licensee shall be responsible for obtaining and maintaining comprehensive insurance against all risks for the full replacement value of such materials at all times while such Delivery Materials are in the possession of the Licensee or in transit to or from the Licensee or while they are in the possession of any laboratory authorised by the Licensee.
- 3.7 The Licensee undertakes to return all such loaned Delivery Materials to the Licensor no later than 30 days after the date such Delivery Materials were first made available to the Licensee or its agent or nominated laboratory.
4. PAYMENT
- 4.1 The Licensee shall pay the Licensor the Total License Fee on the Payment Terms in the Deal Terms to the Licensor's Bank Account.
- 4.2 No withholding or other taxes or any other deductions or offsets whatsoever shall be deducted from the Total License Fee unless the Licensor has consented in writing to such deduction before signing this agreement (in which case the Licensee hereby undertakes to

ensure that no improper deductions are made and that the Licensor is provided with all necessary receipts, certificates and other documents and all information required in order to avail the Licensor of any tax credit or other fiscal advantage). If any withholding or other taxes are required to be deducted by law from the Total License Fee (or any part thereof) the Licensee shall pay to the Licensor such additional amount as shall result in the Licensor receiving the amount of the Total License Fee which it would have received had no such withholding been made.

4.3 The Licensee agrees and acknowledges that the Licensee's failure to exploit the Licensee Rights shall not entitle the Licensee to avoid payment of all or part of the Total License Fee.

4.4 The Total License is separate from any other obligation and the Licensee will not cross-collateralise, set off, diminish or delay payment of the Total License Fee due to any such obligation.

4.6 It is agreed that the Licensee shall be responsible for all taxes, including but not limited to, all local taxes, sales tax and withholding tax.

4.7 All sums payable under this agreement are exclusive of value added tax.

4.8 If the Licensee fails to make any payment due to the Licensor under this agreement by the due date for payment, then the Licensee shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Licensee shall pay the interest together with the overdue amount.

5. WARRANTIES

5.1 Subject to any contractual restrictions notified to the Licensee on or before delivery of the Delivery Materials to the Licensee, the Licensor warrants, undertakes and agrees that it is entitled to grant the Licensed Rights to the Licensee and that it has secured all consents necessary for the exercise by the Licensee of the Licensed Rights, and that to the best of its knowledge and belief the exploitation by the Licensee of the Licensed Rights strictly in accordance with the terms of this agreement will not infringe the rights of any third party.

5.2 The Licensee represents, warrants, undertakes and agrees:

- (a) that the legal ownership of the Licensed Programme and the Delivery Materials shall remain vested at all times in the Licensor;
- (b) to transmit the Licensed Programme in its entirety and not to cut, dub, subtitle or edit the Licensed Programme or to change the title of the Licensed Programme in any manner other than in accordance with paragraph 2.3(a) unless it has the prior written consent of the Licensor;
- (c) to transmit all titles, copyright notices and credits for all personnel and corporations in the exact form in which they appear on the Licensed Programme as delivered by the Licensor;
- (d) that it will not without the prior written consent of the Licensor copy or duplicate or authorise any third party to copy or duplicate any of the Delivery Materials other than solely for the purposes of exploitation of the Rights;
- (e) that it will not lease, purchase or accept any technical material relating to the Licensed Programme or advertising or promotional materials relating to the Licensed Programme from any unauthorised third party;
- (f) to comply with all contractual restrictions notified to the Licensee in writing to the Licensee, including all contractual restrictions relating to the use of the names, photographs, likenesses, voices and biographies of individuals appearing in the Licensed Programme;

(g) to comply with all credit, logo and notice requirements notified in writing to the Licensee (including all credit requirements relating to packaging, promotion, advertising and publicity for the Licensed Programme and all instructions as to form and position) and not to edit, delete or alter in any respect any credits appearing in the Licensed Programme as delivered to the Licensee;

(i) that any version produced by the Licensee in the Licensed Language(s) under this agreement shall adhere in all respects to the original English language version;

(l) not to include in the Licensed Programme any form of sponsorship (including top-and-tail sponsorship);

(n) to enforce maximum security to safeguard against and to notify the Licensor in writing forthwith of any actual, suspected or threatened unauthorised copying, pirating and/or exploitation of the Licensed Programme by third parties in the Licensed Territory and where required to render all reasonable assistance at its own expense in preventing and/or terminating the same;

(o) not to register nor seek to register the copyright or any trade mark, service mark or logo in respect of the Licensed Programme or the Licensed Programme's title (or any part thereof);

(p) that no promotion or other advertising of the Licensed Programme whether printed or on-air shall include any express or implied endorsement by the Licensor of any goods or services or any person whose performance or services were rendered in or in connection with the production of the Licensed Programme; and

(q) to indemnify the Licensor and its respective licensees, assignees and successors in title in respect of all costs, claims, charges, expenses, fees, damages, losses or other liabilities whatsoever that such persons may suffer whether directly or indirectly as a result of a breach by the Licensee of any of its representations, warranties, undertakings and agreements under this agreement.

6. MUSIC PERFORMANCE RIGHTS AND MECHANICAL ROYALTIES

The Licensee shall obtain and pay for all licences and make all returns required for the public performance of the music incorporated in the Licensed Programme in accordance with the rights licensed to the Licensee under this agreement due to PRS or related collecting societies and the Licensee hereby indemnifies the Licensor against any and all liability, loss, damage or expense arising from the performance of such music.

7. TERMINATION

7.1 If either party is in breach of this agreement and, where such breach is capable of remedy, fails to remedy such breach within five Business Days of being so requested, or if any event of Force Majeure under paragraph 14 continues for six months or more (whether consecutive or in the aggregate), then in any such case and without prejudice to any other right or claim of the Licensor or the Licensee, the party not in breach (or, in the case of Force Majeure, either party) shall be entitled to terminate this agreement and the rights granted under it by notice in writing with immediate effect.

7.2 Without limitation to paragraph 7.1, the Licensor shall be entitled in addition to all of its other rights and remedies at law and at its option, on giving written notice to the Licensee, to terminate this agreement if:

(a) any meeting of creditors of the Licensee is held or any arrangement or composition with or for the benefit of its creditors is proposed or entered into by or in relation to the Licensee;

<p>(b) a receiver, administrative receiver or other encumbrancer takes possession of or is appointed over any of the Licensee's assets or any distress execution or other process is levied or enforced (and is not discharged within 30 days) on the whole or any part of the assets of the Licensee;</p> <p>(c) the Licensee ceases or threatens to cease to carry on business or is or becomes unable to pay its debts;</p> <p>(d) a petition is presented or a meeting is convened for the purpose of considering a resolution for the making of an administrative order, the winding up bankruptcy or dissolution of the Licensee (and is not dismissed within (30) days of the presentation or the convening) ; or</p> <p>(e) any event analogous to any of the foregoing occurs in any jurisdiction provided that paragraph 8.2(a) to paragraph 8.2(d) inclusive shall not apply in the event of a solvent reconstruction of the Licensee.</p> <p>7.3 Following any termination of this agreement by either party:</p> <p>(a) all rights granted to the Licensee under this agreement shall automatically revert to the Licensor and the Licensee shall do all such things and execute all such deeds and documents as the Licensor may require to confirm the same;</p> <p>(b) the Licensee shall consult with the Licensor as to the return to the Licensor, erasure or destruction of the Delivery Materials and such other materials relating to the Licensed Programme as are in the Licensee's possession and shall fulfil the Licensor's requirements in this respect within 30 days of being so directed; and</p> <p>(c) the Licensor agrees to honour the terms of any licences entered into by the Licensee in accordance with the terms of this agreement provided that the Licensor has no financial obligations under any such licence.</p> <p>7.4 Without limitation to paragraph 8.1, this agreement shall be deemed to be breached if any payment due from the Licensee remains unpaid 30 days after it is due under the relevant provisions hereof and is not then made within five Business Days of receipt of notice from the Licensor to make such payment.</p> <p>7.5 Notwithstanding the terms of this agreement, the Licensor shall have the right at any time after the first two years of the Term to terminate this agreement on giving one month's written notice to the Licensee.</p> <p>7.6 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.</p> <p>8. WITHDRAWAL OF LICENSED PROGRAMME</p> <p>If the Licensor is advised or required by law or as a result of threatened legal proceedings to withdraw the Licensed Programme (or any part thereof) and gives written notice to the Licensee to such effect the Licensee shall immediately withdraw the Licensed Programme and cease to exploit the Licensed Rights. The Licensee shall not be entitled to claim any consequential damages, including "lost profits", arising from any withdrawal.</p> <p>9. INTELLECTUAL PROPERTY RIGHTS</p> <p>9.1 The Licensee shall ensure that any copyright, patent, registered design, trademark or other intellectual property rights (Intellectual Property) or other rights (including but not limited to any performance rights) created by virtue of any permitted additions, changes, modification, versions, reversions or otherwise to or of the Licensed Programme as a result of the exercise of the Licensee's rights under this agreement shall become the sole and exclusive property of the Licensor and the Licensee by way of present assignment of future</p>	<p>copyright hereby assigns with full title guarantee all such rights acquired by it to the Licensor to hold absolutely throughout the world during the full period of copyright and all possible renewals, reversions, extensions and revivals thereof and thereafter (insofar as may be or become possible) in perpetuity.</p> <p>9.2 Nothing in this agreement shall give the Licensee any rights in respect of any Intellectual Property in or relating to the Licensed Programme or of any goodwill associated therewith, and the Licensee hereby acknowledges that it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in the Licensor.</p> <p>12. OVERSPILL</p> <p>The Licensor and Licensee does not grant exclusivity protection (whether terrestrial, cable or satellite) against incidental reception in the Licensed Territory of an overspill transmission of the Licensed Programme originating outside the Licensed Territory. The Licensee and Licensor agrees that the occurrence of such an overspill transmission shall not constitute a breach of this agreement provided that such transmissions are intended for primary reception outside the Territory.</p> <p>13. FORCE MAJEURE</p> <p>Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances [the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed OR the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 1 month, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.</p> <p>14. TAXES</p> <p>The Licensee shall pay all taxes, censorship charges or any other charges (including interest and penalties on any such amounts) now or hereafter imposed or based upon the rental, delivery, licence, exhibition, possession or use under this agreement to or by the Licensee of the Licensed Programme or any other material and shall not at any time hold the Licensor liable for these, so that the Licensor shall receive all fees and monies due to it under this agreement as if any such charges did not apply.</p> <p>15. SUBLICENSING</p> <p>The Licensee shall not assign or sub-license its rights under this agreement (whether to a sub-distributor, sub-licensee, sub-agent or otherwise) without the Licensor's prior written consent. The Licensor shall be freely entitled to assign the benefit of this agreement to any third party.</p> <p>16. ENTIRE AGREEMENT</p> <p>16.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.</p> <p>16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.</p> <p>17. WAIVER</p> <p>No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further</p>
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- exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
18. NO PARTNERSHIP OR AGENCY
- 18.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
19. CONFIDENTIALITY
- 19.1 The Licensee undertakes that it shall not at any time OR at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the underlying deal structure or the terms and conditions of this agreement or the business, affairs, customers, clients or suppliers of the Licensor, except as permitted by paragraph 19.2.
- 19.2 The Licensee may disclose the Licensor's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this paragraph 19;
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
- (c) with prior written permission from the Licensor.
- 19.3 The Licensee shall not use the Licensor's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this agreement.
20. COUNTERPARTS
- 20.1 This agreement may be executed in two counterparts, each of which when executed shall constitute a duplicate original, but each of the counterparts shall together constitute the one agreement.
- 20.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) OR the executed signature page of a counterpart of this agreement] by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 20.3 No counterpart shall be effective until each party has executed at least one counterpart.
21. VARIATION
- No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
22. NOTICES
- 22.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address set out in the Deal Terms or such other address as the recipient may designate by notice given in accordance with this clause; or
- (b) sent by fax to its main fax number.
- 22.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address];
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.
- 22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 22.4 A notice given under this agreement is not valid if sent by email OR Delivery by email shall not be deemed service of written notice where notice is required to be given by a party pursuant to paragraph 8 or paragraph 14.
23. SEVERANCE
- 23.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 23.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
24. GOVERNING LAW
- This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
25. JURISDICTION
- Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).