



FORMAT RIGHTS LICENCE AGREEMENT



BBC STUDIOS DISTRIBUTION LIMITED

and

CESKA TELEVIZE

BBC STUDIOS BUSINESS & LEGAL AFFAIRS

FORMAT RIGHTS LICENCE AGREEMENT

THIS AGREEMENT (this "Agreement") is made on 6 September 2023

BETWEEN:

BBC STUDIOS DISTRIBUTION LIMITED of 1 Television Centre, 101 Wood Lane, London, W12 7FA, United Kingdom
VAT No: GB 333 289 454
("BBCS"); and

CESKA TELEVIZE, a Public Company established by the Czech Television Act.No. 483/1991 Coll., of Kavci hory, 140 70
Prague 4, Czech Republic VAT No. CZ00027383 (the "Licensee")

(hereinafter collectively referred to as "the Parties").

BBCS agrees that the Licensee shall be entitled to and the Licensee agrees that it shall produce and arrange transmission of the Local Version based on the Format of the BBC Series and using the BBC Know-How (as such terms are defined hereafter), and upon the terms set out in this Schedule and the Terms of Business attached hereto both of which form part of this Agreement.

SCHEDULE OF KEY TERMS

BBC Series: [REDACTED] - a series of television programmes devised by and broadcast by the BBC in the United Kingdom.

BBC Know-How: The BBC's knowledge, experience and advice required to produce the BBC Series.

Local Version: [REDACTED] of television programmes created by and broadcast in the Territory by the Licensee pursuant to clause 2.1 of the Terms of Business, such programmes to be based on the Format in the Language comprising the Number of Episodes and Duration.

Local Version Title: [REDACTED]

Language: Czech

Licence Period

[REDACTED]

2. The Production Period shall commence on [REDACTED] and [REDACTED]

[REDACTED]

2. The Production Period shall [REDACTED]

3. The date of the 1st transmission of the [REDACTED]

3. Each episode of the Local Version must be produced and transmitted during the Licence [REDACTED]

Period.

If Licensee wishes to amend the dates of the Production Period or the Transmission Date, then it shall send a written request to BBC Studios on or before 30th June 2023, such amendment shall be subject to BBC Studios' written approval.

Territory:

[REDACTED]

Media:

[REDACTED]

Channel:

[REDACTED]

Number of Transmissions:

Number of Episodes and Duration:

Each series shall consist of [REDACTED] which shall be between [REDACTED]

Production Assistance:

As defined in Special Term 1.

Production Materials:

Not applicable.

Credit:

The Credit shall be as follows:

"Format created by the BBC and distributed by BBC Studios"

or such other credit as shall be agreed between the Parties prior to transmission of each episode of the Local Version. Use of the Credit must not be any smaller than the Licensee's (or any third party producer) logo.

The Licensee undertakes that the Credit shall be given as a fixed end credit on each episode of the Local Version and on any other transmission of footage from and/or publication of materials relating to the Local Version (including, without limitation, printed materials and footage used for advertising and promotional purposes pursuant to Special Term 4.3), unless BBCS agrees otherwise in writing or notifies Licensee in writing that the Credit must not appear.

Format Licence Fee:

GBP £330,000.00 (three hundred and thirty thousand Pounds Sterling) [REDACTED]

The parties acknowledge that the Format Licence Fee shall be payable in full by the Licensee to BBCS irrespective of whether all episodes have been produced and transmitted by the Licensee in accordance with the terms of this Agreement.

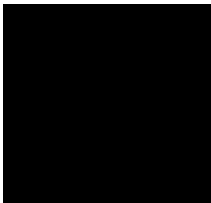
Additional Episode Fee:

In the event that BBCS grants the Licensee the right to produce additional episodes the Licensee shall pay an Additional Episode Fee of [REDACTED] to be paid in accordance with terms agreed between the parties.

Any Additional Episodes shall be agreed with BBCS in writing prior to the commencement of production of the Local Version.

Additional Minute Fee:

If the duration of any episodes of the Local Version exceeds the maximum duration of [REDACTED] (excluding commercial breaks), then any additional minutes that are transmitted by the Licensee shall be charged to the Licensee on a pro-rata basis.



The Licensee shall send to BBCS a final transmission statement within 30 (thirty) days of the transmission of the final episode of the Local Version which shall include details of the duration of each episode of the Local Version. The Licensee shall pay any additional licence fees due under this provision upon receipt of a BBCS invoice.

Production Materials

Fee: Not applicable.

Production Consultancy

Fee: £ 4,500 (four thousand five hundred pounds Sterling), [REDACTED]

Payment Due Date(s):

All monies due and payable by the Licensee to BBCS hereunder, which shall be payable in accordance with clause 5 of the Terms of Business, and shall be due and payable upon the relevant payment due date(s) set out below:

[REDACTED]

[REDACTED]

Currency: Pounds Sterling (GBP£).

Bank Account: [REDACTED]

Production Staff:

[REDACTED]
Producer, International Format Production
BBC Studios Distribution Limited
1 Television Centre, 101 Wood Lane, London W12 7FA United Kingdom
Tel No: [REDACTED]

Licensee/Producer Contact(s):

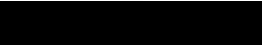
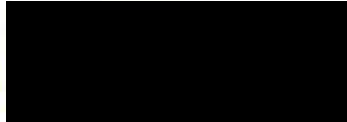
[REDACTED]

For the Licensee:
[REDACTED]
Production Manager

Czech Television

Music, Theatre and Entertainment Programming

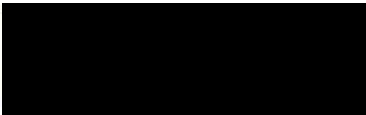
Kavčí hory
Na Hřebenech II 1132/4
140 70 Prague 4
Czech Republic



Executive Producer

Czech Television
Music, Theatre and Entertainment Programming

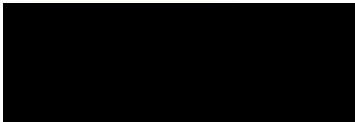
Kavčí hory
Na Hřebenech II 1132/4
140 70 Prague 4
Czech Republic



Head of Production Department

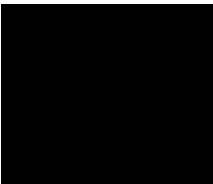
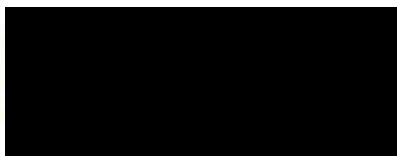
Czech Television
Music, Theatre and Entertainment Programming

Kavčí hory
Na Hřebenech II 1132/4
140 70 Prague 4
Czech Republic



Creative Producer

Kavčí hory
Na Hřebenech II 1132/4
140 70 Prague 4
Czech Republic



Addressees for Notices:

Notices to BBCS should be marked for the attention of:

[REDACTED], Format Manager, Format Sales, CEE, International Production & Formats
BBC Studios Distribution Limited, Television Centre
101 Wood Lane, London W12 7FA United Kingdom
Email: [REDACTED]

With copies to:

[REDACTED]
Head of Global Formats, Business & Legal Affairs.
BBC Studios Distribution Limited,
1 Television Centre, 101 Wood Lane, London W12 7FA United Kingdom
Email: [REDACTED]

Notices to the Licensee should be marked for the attention of:

[REDACTED]
Acquisitions Executive
Ceska Televize, Kavci Hory, CZ-140 70 Praha 4, Czech Republic
[REDACTED]

Special Terms:

1 Production Consultancy

Pursuant to clause 3 of the Terms of Business, and by way of consideration for the payment of the Production Consultancy Fee, BBCS will provide the Licensee (or the third party producer nominated by the Licensee pursuant to clause 3.9 of the Terms of Business, as the case may be) with the following production guidance and assistance ("Production Assistance"):

1.1.1 [REDACTED]

2. Sponsorship & Promotional Activity

[Redacted]

3. Voting Revenue

[Redacted]

4. Press and Publicity

4.1

[Redacted]

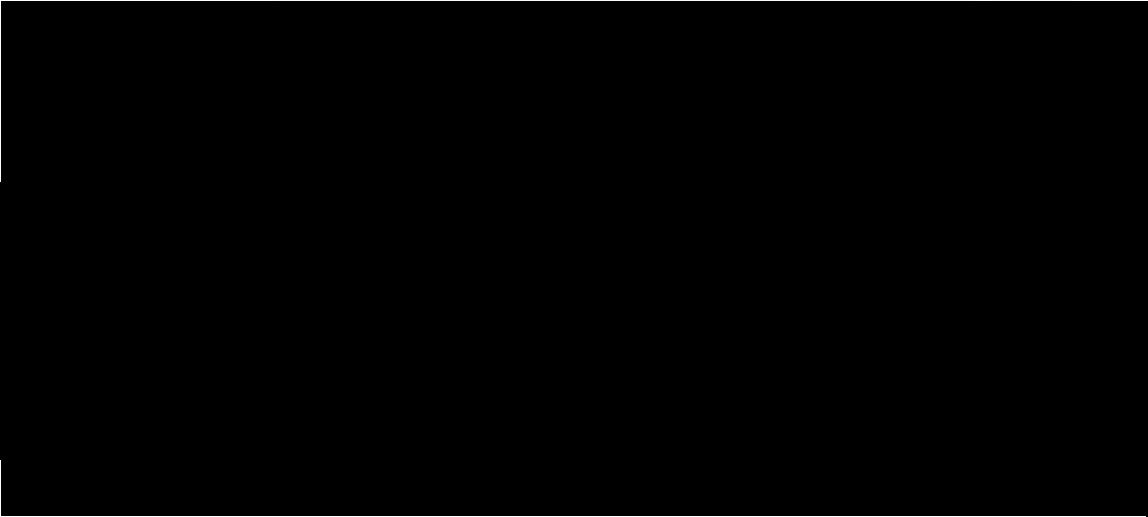
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[Redacted]



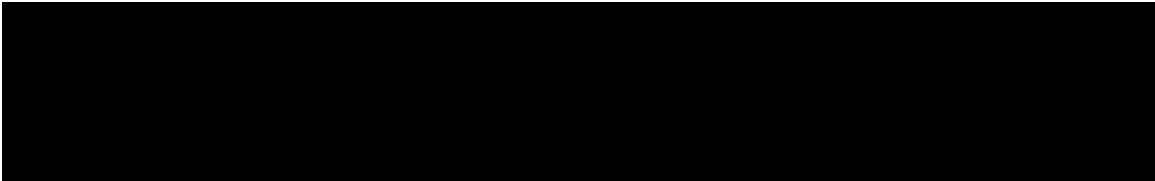
5. Local Version Option:

5.1

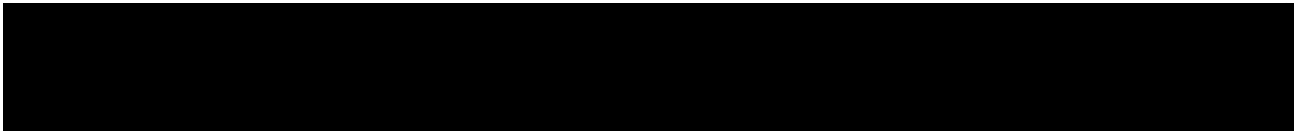




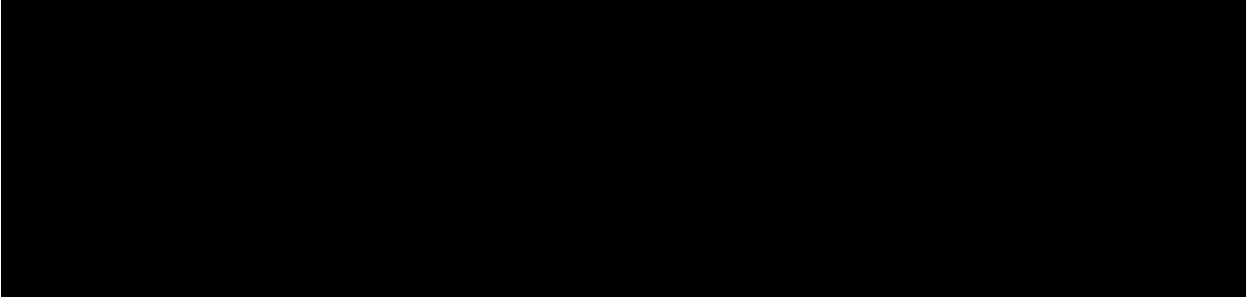
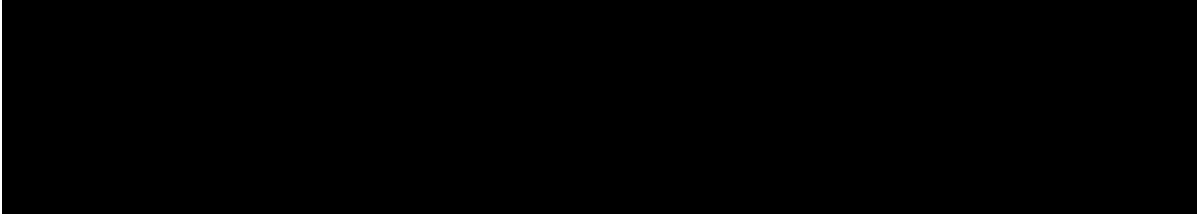
6. Telephony App



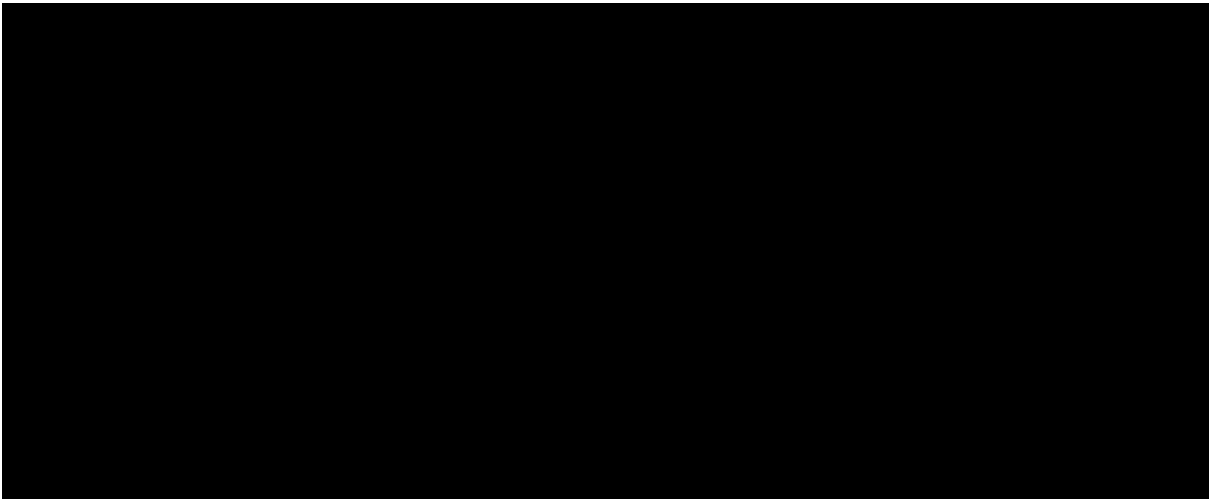
7. Website Promotion rights

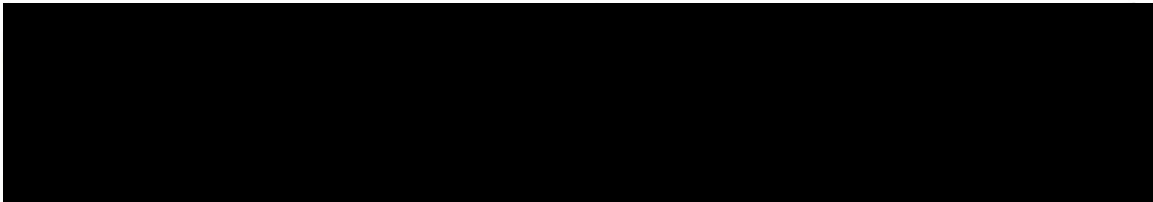


8. Spin Off Programmes, Results Show and Specials



9. Internet Service Rights





10. Assignment of copyright/ logos and graphics

The Parties acknowledge that Licensee has agreed to assign to BBCS or the BBC with full title guarantee (and at BBCS's cost), any copyright (present and future) in and to any logos or graphics created by, or on behalf of, Licensee in respect of the Local Version, to enable BBCS to exploit the logo and/or graphics throughout the world in perpetuity. The Licensee agrees that it shall deliver to BBCS as soon as produced.

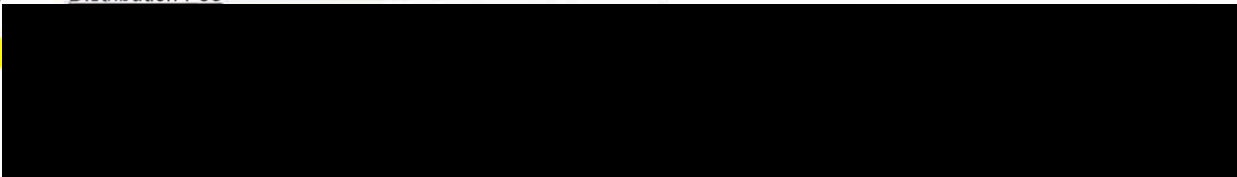
11. Ancillary Rights

To be retained by BBCS.

12. Confidentiality Clause

With regards to the fact that the Agreement is subject to an obligation to make the contents of the Agreement public based on applicable legal provisions, contracting parties upon mutual agreement highlighted in yellow information in the copy of the Agreement that shall be redacted (blackened out) in conformity with legal provisions. Information not highlighted in yellow shall not be subject to the duty of confidentiality. Only the Licensee shall be entitled to make the Agreement public pursuant to the Act on Registration of Agreements within the time period of 30 days commencing upon its execution. Provided that the Licensee does not make the Agreement public within this time period, either party shall be authorized to make the Agreement public pursuant to applicable legal provisions.

13. Distribution Fee



IN WITNESS whereof the hands of the Parties or their duly authorised representatives the day and year first above written

Agreed and accepted for and on behalf of **BBC STUDIOS DISTRIBUTION LIMITED**

By:.....



Signed.....

Title:.....

SVP GLOBAL FORMAT SALES

Date:.....

15/11/2023

Agreed and accepted for and on behalf of **CESKA TELEVIZE**

By:.....

Petr Dvořák

Signed:..

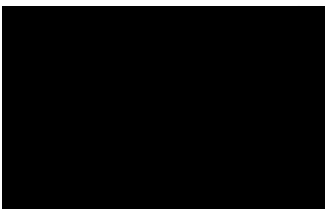


Title:.....

General Director

Date:.....

22-09-2023



TERMS OF BUSINESS

1. Definitions

In this Agreement the following words and expressions shall, where the context requires, have the following meanings and any reference to the singular shall include the plural:

"Advertising" means any form of commercial announcement describing a product, service, company or otherwise and describes its attributes or value with a view to enticing audiences to acquire goods or services;

"Advertising and Sponsorship

Guidelines" means the latest version of the "Advertising and Sponsorship Guidelines for BBC Commercial

Services" which shall be updated from time to time and which regulate the types of advertising and sponsorship relationships that are acceptable around the BBC brand. These guidelines apply to all BBC commercial services and the relevant guidelines for this Agreement are summarised and attached hereto as Annexure One. The full up-to-date version is available at

www.bbc.com/advertisingguidelines;

"Approved Broadcaster" means any broadcaster approved in writing by BBCS to whom Licensee has sub-licensed the transmission of the Local Version pursuant to clause 2.2 of the Terms of Business;

"Audit/Assessment" means a Standard SMETA audit, a BBCS Controlled Audit, a BBCS Verification Audit, and/or an Employment Profile Assessment;

"AVOD" means an advertiser funded service where audio-visual content is streamed via the service to users on an on demand basis where:

- i. the user pays no fee to access the service nor to receive and view the Local Version and whereby the distribution of the Local Version originates from a location that is separate from the recipient's location by means of a point-to-point telecommunications system;
- ii. any interactivity incorporated in the Local Version as accessed by the user would be limited to search and play functionality (including any or all of the following: play, pause, stop, fast forward, chaptering, rewind, repeat) and users shall not be entitled to store or share the

content; and

iii. in all circumstances the Local Version would be protected by appropriate security measures to prevent any non-personal use, unauthorised forwarding, copying, storage or other uses beyond that described above and in the Usage Rules;

"BBC" means The British Broadcasting Corporation of Broadcasting House, Portland Place, London, W1A 1AA, United Kingdom;

"BBCS Controlled Audit" means a Standard SMETA Audit with some additional control checks conducted by a BBCS recognised independent auditor for this type of audit;

"BBC Know-How" means the BBC's knowledge, experience and advice required to produce the Original Series plus the Production Materials set out in this Agreement;

"BBCS Verification Audit" means an audit conducted by a BBCS recognised independent auditor for this type of audit that is designed to verify a particular aspect highlighted in a Standard SMETA Audit;

"BBCS Policy/ies" means the BBC Editorial Guidelines, the BBC Brand and Design Guidelines, the Ethical Policy, the Advertising and Sponsorship Policy, Child Protection Policy, Accessibility Policy and any amendments thereto and any other relevant policies and/or guidelines published by the BBC and/or BBCS;

"Basic Cable Service" means an audio visual point to multipoint linear broadcast programme service whether analogue and/or digital comprising of one or more channels involving the linear sequential transmission of

programmes on each channel to viewers in private homes or other permanent living places and which is delivered to Users by means of an encrypted signal over Cable and which service is provided on payment of a monthly or other regular subscription and/or access fees charged for a non-premium package or packages of services (including a package which is required to be purchased or accessed before access to other television services is permitted) and excluding a Pay Cable Service, Internet Service, Interactive Service or any so called pay-per-view service, video-on-demand service and a near-video-on-demand service;

“Basic Satellite Service” means an audio visual point to multipoint linear broadcast programme service whether analogue and/or digital comprising of one or more channels involving the linear sequential transmission of programmes on each channel to viewers in private homes or other permanent living places and which is delivered to Users by means of an encrypted signal over Satellite and which service is provided on payment of a monthly or other regular subscription and/or access fees charged for a non-premium package or packages of services (including a package which is required to be purchased or accessed before access to other television services is permitted) and excluding a Pay Cable Service, Internet Service, Interactive Service or any so called pay-per-view service, video-on-demand service and a near-video-on-demand service;

“Blanks Supplier Notification” means a notice to be completed and signed by Licensee to notify BBCS of the names and address of any supplier of non-branded generic components to be used in the Products;

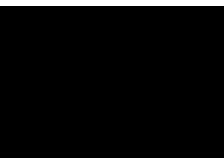
“Brand” means all or any characters, characterisation, copyright, names, artwork, including all trade marks (pending, registered or unregistered) now existing, or hereafter coming into existence and associated with the Local Version and all other rights including the right to bring or request legal proceedings to be brought under laws of unfair competition, passing off or false trade description, as may subsist in and/or may be acquired in or in connection with the Local Version;

“Broadcasting Rights” means the right to simultaneously broadcast the Local Version in the Language on the Channel(s) as set out in the Schedule;

“Cable” means the transmission of a television programme service over cable, wire, fibre or other similar material whether now known or hereinafter invented or discovered but excluding Internet;

“Catch Up Rights” means the right to make the Local Version available in the Language on Licensee’s video on demand catch up service (the “**Catch Up Service**”) for a period as detailed in the Schedule provided that:

- i. no incremental charge shall be payable by Users of the Catch Up Service in addition to the fee paid to receive the User’s chosen television package (if any);



- ii. the Catch Up Service shall permit only linear transmission of each Episode of the Local Version (other than standard rewind, fast forward and pause capability) and shall not permit any downloading and/or temporary or permanent storage of the Local Version by the User;
- iii. the Catch Up Service shall be protected by Geo-IP filtering mechanics to restrict access to the Catch Up Service to Users in the Territory and digital rights management technology to prevent unauthorised access, downloading, forwarding, copying, sharing, extraction, editing, or alteration of the Local Version, in each case as approved by BBCS;
- iv. any Advertising on the Catch Up Service will comply with the Advertising and Sponsorship Guidelines and approvals; and
- v. the lesser of the following shall be permitted to be on the Catch Up Service at any one time:
 - (i) 50% (fifty percent) of the Episodes in the Local Version Series, and (ii) an aggregate number of 5 (five) unique Episodes in the Local Version Series;

“Commercial Clip Rights” means the right to license or distribute clips or short extracts of the Local Version in the Language in the Territory, excluding the Promotional Rights granted in accordance with this Agreement. This includes the usage of clips within a third party production;

“Components” means component parts of the Products where those components themselves make use of the Original Series and/or Local Version or any part of it or to which the Original Series and/or Local Version or any part of it will be applied;

“DTT” means the transmission of a television programme service via a digital terrestrial over the air television signal using DVB-T, DVB-T2 or such other standard technology now known or hereafter invented and is capable of being received by viewers in private homes or other permanent living places by means of a standard aerial;

“Employment Profile Assessment” means a self-assessment questionnaire to be completed in full by certain manufacturing sites at BBCS’s discretion, that will assist BBCS in determining whether a formal audit is required;

“Ethical Policy Procedure” means the ethical policy procedure required to be followed in respect of the manufacture of merchandise branded with a BBC brand (including, without limitation all Products) as determined by BBCS in its absolute discretion and further detailed in clause 8 of the Terms of Business;

“Fees” means all monies due and payable to BBCS by Licensee hereunder including, without limitation, the Format Licence Fee, Production Consultancy Fee and Production Staff Expenses as detailed in the Schedule;

“Format” means the characteristics of the Original Series including without limitation any or all of the structure, set and/or setting, design, characters, character relationships, themes, narrative development, scripts, plot, storylines, concepts, situations, rules, questions, contestants, prizes, catchphrases, music, graphics, running order and sequence of the Original Series, together with the Production Materials and any other material factors which together comprise the distinctive elements of the Original Series and the BBC Know-How;

“Format Licence Fee” means the non-recoupable and non-refundable fee payable by Licensee to BBCS in the amount set out in the Schedule in consideration for the right to use the Format solely as permitted under this Agreement;

“Format Owner” means the legal and beneficial owner with full title guarantee of the copyright in the Format;

“Free to Air” means the transmission of a television programme service (excluding enhanced or interactive services) on an unencrypted or encrypted basis where viewers of such service in the Territory are automatically entitled to receive and view such service (whether alone or as part of a tier or package of television programme services) in either case without any fee or payment or other consideration (other than any government levied licence fees or taxes and/or any service fees charged for the reception of advertiser supported services in respect of such service (or tier or package of services));

“Free Cable Service” means a Free Television programme service transmitted via Cable;

“Free Satellite Service” means a Free Television programme service transmitted via Satellite;

“Free Television” means an audio visual point to multipoint linear broadcast programme service comprising of one or more channels involving the linear sequential transmission of programmes on each channel to viewers in private homes or other permanent living places either on an unencrypted or encrypted basis where viewers of such service in the Territory are automatically entitled to receive and view such service (whether alone or as part of a tier or package of television programme services) in either case without any fee or payment or other consideration (other than any government-levied licence fee or taxes) in respect of such service (or tier or package of services) and includes a television programme service that is supported primarily by the sale of Advertising time;

“Free Television Terrestrial Service” means a Free Television programme service transmitted via an analogue terrestrial over the air
television signal or DTT receivable by means of conventional home roof-top or television set builtin antennae for display on standard television receivers only;

“FVOD” means a free service where audio-visual content is streamed via the service to users on an on demand basis where:

- i. the user pays no fee to access the service nor to receive and view the Local Version and whereby the distribution of the Local Version originates from a location that is separate from the recipient's location by means of a point to point telecommunications system;
- ii. any interactivity incorporated in the Local Version as accessed by the user would be limited to search and play functionality (including any or all of the following: play, pause, stop, fast forward, chaptering, rewind, repeat) and users shall not be entitled to store or share the content; and
- iii. in all circumstances the Local Version would be protected by appropriate security measures to prevent any non-personal use, unauthorised forwarding, copying, storage or other uses beyond that described above and in the Usage Rules;

"Intellectual Property Rights" means any and all intellectual property rights in any and all media whether or not registered or capable of registration including copyright (existing as at the date of this Agreement or arising any time thereafter), patents, trademarks, service marks, trade names, domain names, design rights, database rights, know-how and any applications for the protection or registration of these rights and the right to make such applications and all renewals and extension thereof throughout the world in perpetuity;

"Interactive Service" means any service provided to Users by means of transmission via wire or wireless telecommunications network(s), including without limitation the internet and the world wide web, which enables those Users to interact with that service by means of a return path functionality (other than by using standard rewind, fast forward and pause capability);

"Internet" means the worldwide matrix of interconnecting computers using the transmission control protocols or Internet protocols (TCP/IP) known as the world wide web;

"Internet Service" means any services (excluding an IPTV service) distributed by the Internet;

"IPTV" means an audio visual point to multi point internet protocol television service where audio visual content is distributed to viewers using a broadband connection with a dedicated bandwidth allocation within a closed network identifiable as being in the Territory by a unique IP number;

"Linear Internet Simulcast Service" means the distribution of a television channel in its entirety via the Internet which is scheduled to be received simultaneously with the live TV transmission of the Local Version which may include without limitation a Free Terrestrial Television Service, Basic Cable Service, Basic Satellite Service, Pay Cable Service, Free DTT and/or Pay Satellite Service in the same territory, provided that (1) such retransmission is of the entire linear schedule television program service which contains the Local Version (and not of the Local Version separately); (2) no Advertising or other commercial content is included in or around any such simultaneous retransmission other than the Advertising and other commercial content included in the linear scheduled television program service on a Free Terrestrial Television Service, Basic Cable Service, Free DTT and/or Pay Satellite Service; (3) such simultaneous retransmission utilises geo blocking (where technically possible) or other industry standard technical measures with the intention that only authorized viewers in the Territory can access such retransmission;

"Mobile Simulcast Service" means the simultaneous retransmission of the linear scheduled television programme with the live television transmission of the Local Version which may include without limitation on a Free Terrestrial Television Service, Basic Cable Service, Basic Satellite Service, Pay Cable Service, Free DTT and/or Pay Satellite Service in the same territory over a mobile telecommunications network for receipt on mobile devices provided that: (1) such retransmission of the entire linear scheduled television program service which contains the Local Version (and not of the Local Version separately); (2) no Advertising or other commercial content is included in or around any such simultaneous retransmission other than the Advertising and other commercial content included in the linear scheduled television program service on a Free Terrestrial Television Service, Basic Cable Service, Basic Satellite Service, Pay Cable Service, Free DTT and/or Pay Satellite Service; (3) such simultaneous retransmission utilises geo blocking (where technically possible) or other industry standard technical measures with the intention that only authorized viewers in the Territory can access such retransmission;

"Net Revenue" means the gross revenue received by Licensee less any VAT and/or local sales taxes or duties.

"Pay Cable Service" means an audio visual point to multipoint linear broadcast programme service whether analogue and/or digital comprising of one or more channels involving the linear sequential transmission of programmes on each channel to viewers in private homes or other permanent living places and which is delivered to Users by means of an encrypted signal over Cable which is provided on terms whereby a supplemental payment (over and above a basic charge for the service) is required from a viewer to receive each channel comprising such service and excluding a Basic Cable Service, Interactive Service or any so called pay-per-view service, video-on-demand service and a near-video-on-demand service);

"Pay Satellite Service" means an audio visual point to multipoint linear broadcast programme service whether analogue and/or digital comprising of one or more channels involving the linear sequential transmission of programmes on each channel to viewers in private homes or other permanent living places and which is delivered to Users by means of an encrypted signal over Satellite which is provided on terms whereby a supplemental payment (over and above a basic charge for the service) is required from a viewer to receive each channel comprising such service and excluding a Basic Satellite Service, Interactive Service or any so called pay-per-view service, video-on-demand service and a near-video-on-demand service);

"Pay Terrestrial Television Service" means an audio visual point to multipoint linear broadcast television service comprising of one or more channels involving the linear sequential transmission of programmes on each channel to viewers in private homes or other permanent living places transmitted via an analogue terrestrial over the air television signal or DTT receivable by means of conventional home roof-top or television set built-in antennae on an unencrypted basis for display on standard television receivers only and which service is provided on terms whereby a payment (in addition to any government-levied licence fee or taxes) is required from a viewer to receive the channel or channels comprising such service;

“Premium Pay Television” means the transmission of an encrypted signal containing programming as part of a prescheduled linear television programme service by which a linear premium pay programming service or channel is delivered to be intelligibly received upon payment of a subscription fee by Users for receipt of such service or channel (excluding, for the avoidance of doubt, Basic) and where the service or channel is capable of being subscribed for on an individual basis and/or includes premium content such as sports and movies. The term Premium Pay Television specifically excludes a channel that either: (1) operates on a pay-per-view, subscription video-on-demand and a near-video-on-demand basis, (2) is supported primarily by the sale of Advertising time or by governmentally imposed license fees, or (3) is provided to viewers in a non-encrypted form (other than on a limited basis for approved promotional purposes);

“Presentational Materials” means those materials created by or on behalf of Licensee in connection with the advertising, promotion and exploitation of the Products that make use of the Original Series and/or Local Version or any part of it or to which the Original Series and/or Local Version or any part of it will be applied in accordance with this Agreement including, without limitation, any press releases, advertising in any form, websites, so-called point-of-sale items, banners, signs, posters, displays, leaflets, catalogues, packaging, labels, wrappers, hangers, containers, stands and special packaging;

“Product Placement” means the inclusion of, or reference to, a product, service or trade mark where the inclusion in the programme is for a commercial purpose, and is in return for the making of a payment or other valuable consideration. Such placement must be in compliance with local laws, the Advertising and Sponsorship Guidelines for BBC Commercial Services and the BBC Editorial Guidelines. For the avoidance of doubt, Product Placement excludes sponsorship and barter exchange;

“Production Budget Costs” means the total costs and expenses of making and delivering the Local Version. For the avoidance of doubt this shall include but not be limited to: fees to be paid to performers, cost of film, studio hire, processing, storage, editing, and artistic, photographic, graphic, technical, legal, accounting and production personnel, transport, accommodation, entertainment, stationery, acquisition of rights and clearance of all third-party material including music;

“Production Staff” means any BBCS or BBC producer and any other suitably qualified members may procure and provide to Licensee as part of any agreed Production Assistance either as set out in the Schedule or as agreed in writing by the Parties from time to time;

“Products” means any and all ancillary rights in and derived from the Local Version including (but not limited to) merchandising rights, home video, DVD and digital rights, music publishing and 'sound track album' rights in all audio media, book publishing rights, magazine publishing rights and new media services rights based on or derived or inspired from the Local Version or any part of the Local Version;

“Promotional Rights”	means the non-exclusive right to use clips of the Local Version not exceeding 3 (three) minutes in length, the logo, designs and stills solely for the purpose of advertising and promoting the transmission of the Local Version on the Channel(s) in the Territory (no commercial usage) in any and all media and by any and all means (including via social media and any other online promotional activities but always with the purpose of promoting the programme online only (for commercial purposes see Commercial Clip Rights);
“Retransmission and Copying”	
“Royalties”	means the exclusive right for BBCS to apply for and collect existing and/or future revenues from any source including but not limited to agencies and/or organisations established for the purpose of collecting and disbursing such revenues generated as a result of the retransmission of, or as a result of any recording from any television broadcast of the Local Version made within the Territory. This definition shall also include the exclusive right of BBCS to apply for and collect existing and/or future royalties and/or levies relating to exploitation of any form of on demand rights if such rights are granted to Licensee under this Agreement;
“Reverse EPG”	means the right to allow, and /or to authorise third party platform operators to permit their Users authorised to receive the Channel(s) the use of reverse programming schedule functionality whereby the third party platform operator will make the Local Version available to such Users on demand for streaming only (not downloading) through any Device for a period no longer than the timeframe granted for Catch Up Service rights, following the initial transmission of the Local Version on the Channel(s) only. After such period such Local Version Episodes shall be permanently deleted by the operator from its servers;
“Satellite”	means the transmission of a television programme service via satellite, where the signal is uplinked to a satellite and such signal is then capable of being received direct to home by a viewer;
“Sponsorship”	means where some or all of the costs of the Local Version are met by a sponsor with a view to promoting its name, products, services, trade marks, or activity in exchange of providing some or all of the costs of production. Advertiser funded programming is a form of sponsorship. For the avoidance of doubt, Sponsorship excludes product placement and barter exchange. Sponsorship must be in compliance with local laws and the Advertising and Sponsorship Guidelines for BBC Commercial Service;
“Standard SMETA Audit”	means an audit conducted in accordance with the SMETA methodology, a standard methodology ethical audit widely used by brands and retailers that has been conducted by a BBCS recognised independent auditor, or subject to BBCS’ prior written agreement, an audit conducted by a BBCS recognised independent auditor in accordance with an alternative methodology that is equivalent to SMETA;
“SVOD”	means services where non-programmed audio-visual content is streamed via the service to users on an on demand basis where: <ul style="list-style-type: none"> i. delivery or access to the Local Version is made in return for a periodic subscription fee (save in respect of promotional preview clips) by the user to Licensee to receive and view the content as part of a package with other audio-visual content in accordance with the Usage Rules; and whereby the distribution of the Local Version originates from a location that is

separate from the recipient's location by means of a point-to-point telecommunications system;

- ii. any interactivity incorporated in the Local Version as accessed by the User would be limited to search and play functionality (including any or all of the following: play, pause, stop, fast forward, chaptering, rewind, repeat); and
- iii. in all circumstances the Local Version would be protected by appropriate security measures to prevent any non-personal use, unauthorised forwarding, copying, storage or other uses beyond that described above and in the Usage Rules;

"Temporary Downloading" means the ability for a User to temporarily download an Episode of the Local Version (whilst it is available to such User via Catch Up Rights or VOD Rights) to their Device for a period of 30 (thirty) days, after which the Episode of the Local Version shall be automatically deleted from the Device. If at any point during the aforesaid 30 (thirty) day period the User commences viewing the downloaded Episode of the Local Version such Episode shall be deleted from the Device 48 (forty eight) hours later following initial playback. For the avoidance of doubt any downloaded Episodes shall automatically be deleted from any Device(s) at the end of the Licence Period;

"Third Party Suppliers" means the third parties for the purpose only of manufacturing and/or supplying the Products and/or Presentational Materials and/or Components and shall also include the Manufacturer and/or Supplier as referred to in this Agreement;

"User" means any person within the Territory authorised by or on behalf of Licensee (including subscribers where applicable) to receive the Local Version in accordance with the rights granted in the Schedule;

"Working Day(s)" means Monday to Friday in any week but shall exclude public holidays both in the United Kingdom and in the Territory.

1.2 For the purposes of this Agreement the following words and expressions shall, if applicable and unless the context otherwise requires, have the meanings specified in the Schedule:

"Original Series", "Local Version", "Local Version Title", "Local Version Series", "Approved Producer", "Approved Broadcaster",
"Language", "Licence Period", "Territory", "Channel(s)", "Number of Transmissions", "Number of Episodes and Duration", "Credit", "Production Materials", "Broadcasting Rights", "Payment Due Date(s)", "Production Assistance",
"Production Staff Expenses", "Bank Account" and "Usage Rules".

1.3 These Terms of Business shall be interpreted with and at all times subject to the Schedule and in particular the special terms (if any) incorporated therein. If any of these Terms of Business conflict with the Schedule then the latter shall prevail.

1.4 Headings in this Agreement are for reference only and shall not affect the interpretation of the Agreement.

2. Grant of Rights

- 2.1 In consideration of the payment by Licensee to BBCS of the Fees set out in the Schedule and subject to the terms and conditions of this Agreement, BBCS hereby grants to Licensee within the Territory and during the Licence Period the rights by way of a licence to:
- 2.1.1 produce itself, or appoint a third party to produce on its behalf pursuant to the provisions in the Schedule, the Local Version in the Language comprising the Number of Episodes and Duration as set out in the Schedule based on the Format using the BBC Know-How and the Production Materials;
 - 2.1.2 arrange transmission of Episode(s) of the Local Version by means of the Broadcasting Rights on the Channel; and
 - 2.1.3 exploit the Local Version by way of the Additional Rights granted pursuant to the Schedule, if any.
- 2.2 For the purpose of clause 2.1.2 above, Licensee may grant to an Approved Broadcaster the right to transmit the Local Version by means of the Media on the Channel in the Broadcast Territory. Licensee shall pay all costs of engaging such Approved Broadcaster and shall remain primarily liable to BBCS for the transmission of the Local Version in accordance with the rights granted to Licensee under the terms and conditions of this Agreement.
- 2.3 BBCS shall not grant to any third party or parties the right to produce and/or transmit a Local Version (as detailed in this Agreement) of the Original Series in the Language in the Territory subject to the Exclusivity clause as set out in the Schedule.
- 2.4 Licensee agrees that all rights relating to the Format not specifically granted under this Agreement are expressly reserved to BBCS (unless expressly stated otherwise in the Schedule).
- 2.5 For the avoidance of doubt, BBCS reserves the right to receive any and all Retransmission and Copying Royalties generated from the exploitation of any Episode of the Local Version worldwide in perpetuity.
- 2.6 Licensee accepts that nothing shall prevent BBCS from transmitting or granting to any other third party the right to transmit the Original Series or any other local version of the Original Series in the Territory.
- 2.7 In consideration of the payment by BBCS to Licensee of the sum of £1 (one pound sterling) and for other good and valuable consideration (the receipt and sufficiency of which Licensee hereby acknowledges) and without prejudice to clause 2.1:
- 2.7.1 Licensee, by way of assignment of present and future copyright, with full title guarantee hereby irrevocably and unconditionally assigns to BBCS the entire copyright and all of Licensee's right, title and interest of whatsoever nature, whether vested or contingent, in and to the Local Version and all elements thereof specifically created or acquired for the Local Version including all other copyright so created or acquired during the Licence Period, for BBCS to hold the same worldwide absolutely for the full period of copyright including all renewals, extensions and reversions thereof and thereafter (insofar as may be or become possible) in perpetuity; and
 - 2.7.2 it is acknowledged by Licensee that the assignment of rights contained in this clause 2.7 includes the assignment of all so-called "rental and lending" rights and the right of communication to the public of the Local Version and that the terms of this Agreement include equitable remuneration for the assignment of such rental and lending rights.
- 2.8 Licensee hereby irrevocably and unconditionally waives, to the extent permitted by local laws, in respect of any material relating to the Local Version in perpetuity the benefits of any provision of law known as moral rights, whether arising under Sections 77 to 85 (inclusive) or Sections 205C to 205N (inclusive) of the Copyright, Designs and Patents Act 1988 or

otherwise and Licensee further hereby agrees, as a separate and independent undertaking and as a fundamental term of this Agreement, not to institute, support, maintain, pursue or permit any action, lawsuit or proceedings in any part of the world on the ground that any version of any material of which Licensee is the author in any way constitute an infringement of any moral rights or "droit moral" of Licensee.

- 2.9 Licensee agrees that at the end of the Licence Period it shall not be entitled to exploit the Format and/or the Local Version in any way whatsoever without further agreement with BBCS and, at such time, Licensee agrees to transfer or vest any developments or variations of the Format in BBCS at such time. Licensee shall at BBCS's cost execute or cause to be executed any document or do or cause to be done all further acts and things that BBCS may from time to time require in order to vest in and secure to BBCS the full benefit of the same.
- 2.10 Licensee acknowledges and accepts that it is a material term of this Agreement that the Local Version Title shall be subject to the prior written approval of BBCS and that Licensee shall use the font and graphics as supplied by BBCS as part of the Production Materials.

3. Third Party Infringement

- 3.1 If Licensee becomes aware of any claim or potential claim that the Local Version, the Format or the Local Version Title infringes the Intellectual Property Rights of any third party it shall:
- 3.1.1 promptly notify BBCS and, if BBCS so requires, provide BBCS with reasonable access to premises and personnel and to all relevant assets, accounts, documents and records that it possesses or controls (with the right to take copies) for the purposes of investigating the matter;
 - 3.1.2 allow BBCS (at its request) to use its chosen advisors and to have the exclusive conduct of the proceedings to include for the recovery of costs of BBCS;
 - 3.1.3 make no admission of liability or any other statement in respect of or settle the matter without first obtaining BBCS's prior written consent; and
 - 3.1.4 promptly give any information and assistance as BBCS may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter against a third party.
 - 3.1.5 All decisions pertaining to enforcement actions, infringements, litigation or disputes related to the Format and/or Local Version in the Territory, shall be made by BBCS in its sole discretion.
- 3.2 In the event Licensee becomes aware of any suspected unauthorised copycat version, distribution, exhibition or any other infringement of the Format and/or Local Version in the Territory it will notify BBCS and BBCS shall have the right, but shall not be obliged, to take such steps as it may deem necessary by actions at law or otherwise to prevent such unauthorised action. Licensee shall, at BBCS's reasonable request, join in any such action or litigation and/or render such help or aid to BBCS as BBCS shall require. Licensee shall execute, acknowledge, deliver and verify all instruments or other documents that are required in connection with any action, suit or proceeding hereunder. All decisions pertaining to such actions or litigation shall be made by BBCS in its sole discretion. Except where piracy is caused by Licensee's negligence or breach of warranty, BBCS shall pay all costs and expenses incurred in connection with any action or litigation hereunder and any settlements, recoveries or judgments shall be the sole property of BBCS.

4. Trademarks and Local Version Title

- 4.1 Licensee hereby acknowledges and agrees that:

4.1.1 all rights, title and interest (including, without limitation, Intellectual Property Rights and goodwill) in and/or relating to the Format, the BBC Know-How and the Production Materials whether now existing or in the future invented, developed or discovered by Licensee or the Approved Producer or any other third party or otherwise are expressly reserved by and shall belong to BBCS and its licensors (as the case may be), including without limitation any development in and/or variation of the Format and all designs and materials which arise as a result of the grant of the licence of rights hereunder;

4.1.2 BBCS asserts its moral rights generally in respect of the Format (and in any development in the same or variation thereof) and in particular to be identified by way of the Credit in the Local Version and in respect of any copy of the Local Version and all packaging, marketing and publicity materials related to the same; and

4.1.3 regarding any trade mark, internet domain name or other Intellectual Property Rights application in respect of the Format and/or the Local Version Title, Licensee shall always comply with its obligations pursuant to clause 4.3 hereof.

4.2 Licensee hereby acknowledges and agrees that:

BBCS has the exclusive right to register the Local Version Title in the name of BBCS, the BBC or third party as applicable, as an Intellectual Property Right (including but not limited to trade mark registrations and internet domain names), as the owner of all Intellectual Property Rights relating to the Original Series and the Local Version Title.

4.3 Licensee hereby represents, warrants and undertakes that:

4.3.1 It will not make or attempt to make in the Territory or elsewhere any trade mark, internet domain name or other Intellectual Property Rights application in respect of the Original Series or the Local Version Title (or any similar or derivative title). Furthermore, it will not do anything that might in any way impair, limit, diminish or infringe upon any of the rights in the Format or BBC Know-How or impact in a negative way on BBCS, BBC or third party as applicable;

4.3.2 It will fully co-operate to enable BBCS to file any such trade mark application, internet domain name, or other Intellectual Property Rights application(s) in respect of the Local Version Title and/or the Original Series in the Territory;

4.3.3 It will ensure the Approved Broadcaster is aware that BBCS has the exclusive right to register the Local Version Title in the name of BBCS, the BBC or third party as applicable, as an Intellectual Property Right (including but not limited to trade mark registrations and internet domain names), as the owner of all Intellectual Property Rights relating to the Original Series and the Local Version Title (or any similar or derivative title); and

4.3.4 If it is discovered that the Approved Broadcaster has filed a trade mark, internet domain name or other Intellectual Property Rights application in its name in respect of the Original Series or the Local Version Title (or any similar or derivative title), Licensee shall use its best endeavours to procure that the Approved Broadcaster will immediately assign the trade mark, internet domain name or other Intellectual Property Rights application to the ownership of the BBC, BBCS or third party as applicable. Licensee will bear the costs for this assignment, including but not limited to the drafting of suitable assignment documents and the recordal of the assignment of ownership; and

4.3.5 If it is discovered that Licensee has filed a trade mark, internet domain name or other Intellectual Property Rights application in its name in respect of the Original Series or

the Local Version Title (or any similar or derivative title), Licensee undertakes that it will immediately assign the trade mark, internet domain or other Intellectual Property Rights application to the ownership of the BBC, BBCS or third party as applicable. Licensee will bear the costs for this assignment, including but not limited to the drafting of suitable assignment documents and the recordal of the assignment of ownership.

5. Production

5.1 BBCS's Production Obligations:

In consideration of payment by Licensee to BBCS of the Fees, BBCS will provide Licensee (or the Approved Producer) with the following:

- 5.1.1 during production of the Local Version, telephone and email production guidance and assistance from the UK by
Production Staff;
- 5.1.2 the attendance of the Production Staff in the Territory as more particularly set out in the Schedule; and
- 5.1.3 the Production Materials, which shall be delivered to the Licensee (at the contact details as set out in the Schedule) upon signature of this Agreement and payment of all Fees due on the date of signature of this Agreement. Should Licensee request additional production materials, the Parties shall discuss such request and BBCS will provide such additional materials at its sole discretion and at Licensee's cost.

5.2 Licensee's Production Obligations:

5.2.1 Licensee agrees to pay the Production Consultancy Fee regardless of whether Licensee uses the consultancy offered by the Production Staff.

5.2.2 During the production of the Local Version, Licensee will keep BBCS involved in all aspects of the production and editorial decision making by means of providing regular weekly updates and filming/editing schedules. This will apply to filming of all Episodes. Any deviation from the 'BBC Production Bible' (provided as part of the Production Materials) will be discussed between the Parties and must be approved in writing in advance by BBCS. BBCS's decision with respect to editorial control issues and the look and feel of the Local Version shall be final with regard to any amendments to or deviations from the Format suggested by Licensee. Licensee shall seek prior approval from BBCS before making any such amendment to and/or deviation from the Local Version and shall comply with the reasonable directions of BBCS should it (or any Production Staff, if applicable) require alterations to be made to the Local Version (including, without limitation, to the set design, scripts, outlines and/or broadcast schedule for the same). All approvals by BBCS under this clause 5.2.2 shall be given or refused within 10 (ten) Working Days of receipt of a request for approval. Any failure to respond within such period shall be deemed a refusal of approval.

5.2.3 Licensee shall, within 7 (seven) days of first transmission of each Episode of the Local Version for live unscripted formats or 14 (fourteen) days prior to transmission of each Episode of the Local Version for scripted formats or prerecorded unscripted formats, send to BBCS in the United Kingdom (at the contact details as set out in the Schedule) a digital file of the off-line edit of the first Episode of the Local Version ("**Edit File**") to enable BBCS to establish that the Format and the terms of this Agreement have been adhered to. BBCS shall respond to Licensee in writing within 5 (five) Working Days of the date of receipt of the Edit File and any deviation from the BBC "**Production Bible**" for the Format (as provided to Licensee as part of the Production Materials) that has not been pre-approved by BBCS pursuant to

clause 5.2.2 above, shall be discussed in good faith between BBCS and Licensee. If BBCS requires alterations to be made to the Edit File as a result of any such deviation, Licensee promptly shall make such alterations and, as soon as reasonably practicable thereafter shall send the new version of the Edit File to BBCS in the same manner and to the same persons as set out above, for BBCS's review. BBCS shall respond to Licensee in writing within 5 (five) Working Days of the date of receipt of the new version of the Edit File and the process set out in this clause shall continue until BBCS provides its written approval of the Edit File. For the avoidance of doubt, Licensee must obtain BBCS's written approval of the Edit File before proceeding with the first transmission of the Local Version and such approval shall be authority to Licensee to go ahead with such first transmission.

5.2.4 Licensee shall within 30 (thirty) days of signature of this Agreement provide BBCS with a copy of the production budget for the Local Version and an estimate of the production timescale and transmission dates.

5.2.5 Licensee shall provide BBCS with confirmation of the actual Local Version transmission dates as soon as these are known and scheduled by Licensee and in any event by no later than 7 (seven) days prior to the first transmission of the first Episode of the Local Version.

5.2.6 Licensee hereby acknowledges and agrees that the principal production of the Local Version may not commence without receipt of the Production Materials from BBCS, confirmation of the production budget and estimated production timescale provided to BBCS pursuant to clause 5.2.4 above, and payment of any Fees due and owing to BBCS.

5.2.7 Licensee shall give BBCS full and unrestricted access during the Licence Period to all materials (including, without limitation, digital files, scripts, M and E tracks, credit details) relating to the Local Version as BBCS may require from time to time.

6. Advertising and Sponsorship

6.1 Subject to prior written approval from BBCS, Licensee shall be permitted to obtain off-air sponsorship, on-air sponsorship, Product Placement and any other cross promotional activities in connection with the Local Version. 'Off-air' shall mean offchannel, including but not limited to some or all of the following: radio, print, outdoor, consumer promotions, direct mail campaigns or other similar activities.

6.2 Licensee warrants that any Sponsorship or promotional activity (including any Product Placement) in relation to the Local Version shall (i) comply with the laws and regulations existing within the Territory; (ii) not bring BBCS and/or the BBC and/or the Format Owner into disrepute, damage the reputation of the BBC or compromise the integrity of the Format in any way; and (iii) comply with the Advertising and Sponsorship Guidelines.

6.3 For the avoidance of doubt, Licensee shall not be permitted to sponsor, or obtain Sponsorship for, the Local Version without the prior written approval of BBCS, provided always that where such Sponsorship complies with the Advertising and Sponsorship Guidelines, BBCS agrees that such approval shall not be unreasonably withheld. For the avoidance of doubt barter exchange is not permitted without the prior written approval of BBCS.

7. Promotional Rights

7.1 Licensee may take and use footage from the Local Version and broadcast such footage on the Channel(s) or on any television channel operated by Licensee or its affiliates and/or on any website operated by Licensee or its affiliates in the Territory, subject always to Licensee being responsible for obtaining and clearing any necessary rights required for such use. Any such footage shall not exceed 3 (three) minutes in running time in aggregate and shall, for the

avoidance of doubt, be permitted in addition to the applicable Number of Transmissions for the Local Version authorised under this Agreement. Licensee agrees not to use any such footage in any way which is likely to bring the BBC, BBCS or the Format Owner into disrepute or compromise the integrity of the Format in any way whatsoever. Licensee agrees that it shall notify BBCS of any proposed use of footage, and if so requested by BBCS, shall provide BBCS with sight of the proposed usage prior to use.

- 7.2 Licensee agrees that BBCS may use and/or authorise the use of footage from the Local Version for promotional and marketing use (including Commercial Clip Rights) in relation to the Format and/or for inclusion within BBC or BBCS produced television programmes of a historical, review or reminiscent nature produced or co-produced by or on behalf of the BBC and/or BBCS and/or on any website operated by or on behalf of the BBC or BBCS. Footage used or authorised for such use shall not exceed 3 (three) minutes in running time.
- 7.3 Licensee shall have the right to make use of social media for promotion and publicity purposes of the Local Version in the Territory. For the avoidance of doubt, Licensee shall be responsible for obtaining and clearing all third party rights, consents and permission required in its use of any social media and shall be solely responsible for paying any additional costs required for such rights.
- 7.4 Notwithstanding the foregoing, Licensee acknowledges that BBCS shall retain the right to run promotions via any social media in the Territory using its third party partners and Licensee agrees to grant BBCS access to any such data and/or audio visual material as may be required by BBCS for such usage.

8. Additional Product Rights

- 8.1 Licensee shall be responsible for the production of the Products. Licensee may engage Third Party Suppliers for the purpose of manufacturing the Products on terms to be agreed, provided that Licensee complies with the Manufacturing And Ethical Trading Policy Compliance as detailed in clause 9 below.
- 8.2 The design and specification of all Products shall be subject to the prior written approval of BBCS. Licensee shall submit all articles of the Products to BBCS for review at the following stages; (a) concept stage; (b) pre-production samples; (c) final packaged product samples.
- 8.3 Licensee shall ensure that any Products distributed in connection with this Agreement conforms, in all material respects, to the final samples approved in writing by BBCS.
- 8.4 Licensee acknowledges that BBCS is not competent to determine whether the Products are safe for distribution to and use by the public at large or otherwise comply with any legal or regulatory controls, and approvals given by BBCS shall in no way detract from, or relieve Licensee from, any obligation set out in this Agreement.
- 8.5 Without limitation to any other provision or approval right in this Agreement, Licensee warrants that it will not commence production of any Products until Licensee has formally completed the Ethical Policy Procedure in relation to that specific Third Party Supplier. Any breach of this obligation shall be deemed a material breach of this Agreement.
- 8.6 Licensee agrees, at its sole cost, to recall immediately in line with prevailing industry standards, upon written demand by BBCS or as otherwise required by a governmental or other regulatory body:
- (a) any Products distributed which fails to conform to the final samples approved by BBCS; and
 - (b) any Products distributed pursuant to this Agreement which BBCS reasonably suspects to be (1) defective, (2) unsafe, (3) in breach of legal requirements, and/or (4) in breach of the BBCS Policies,

(each a "Product Recall").

Licensee shall thereafter cease all distribution and/or sale of the same until such time as they have been corrected to BBCS's satisfaction.

- 8.7 Licensee shall at all times have in place appropriate procedures to ensure that any Product Recall and cessation can be carried out immediately.
- 8.8 BBCS has the right to withhold or withdraw its approval as may be granted in accordance with this Agreement in the event of non-compliance by Licensee with the provisions of this Agreement.
- 8.9 The Parties agree that if any Products remain unsold at the expiry of the Licence Period ("Unsold Merchandise") Licensee shall either:
- (a) destroy the remaining Unsold Merchandise and provide BBCS with evidence of the said destruction; or
 - (b) deliver the remaining Unsold Merchandise to BBCS.
- 8.10 Licensee undertakes to reimburse BBCS for clearance costs payable to any rights holder if any are incurred by BBCS in connection with the Products and Presentational Materials.
- 8.11 Licensee and any sub-licensees shall ensure that exploitation of the Merchandising Rights and associated Products will not contain anything which (i) is obscene, blasphemous or defamatory of any person or organisation; (ii) is likely to bring BBCS or the BBC into disrepute; (iii) infringes the Intellectual Property Rights of any third party; or (iv) breaches any applicable regulations or legislation in the Territory.
- 8.12 Licensee warrants that any activity connected to the Merchandising Rights (including any Products developed and/or created) in relation to the Local Version shall not bring BBCS, BBC or any third party rights owners into disrepute, damage the reputation of the BBC or the third party rights owners or compromise the integrity of the Format in any way.
- 8.13 Licensee and any sub-licensees shall be responsible for all health and safety obligations as required by the relevant authority of responsible producers in the Territory with respect to the development and production of the Products and shall take out appropriate insurance to cover all risks relating to the development and production of the Products. In addition Licensee shall deliver to BBCS, on request, such insurance documents which BBCS may request, to enable BBCS to ensure that Licensee has complied with the provisions of this clause.
- 8.14 For the avoidance of doubt all music rights are expressly excluded from any rights granted for Merchandising Rights. In the event music rights are requested by Licensee and approved in writing by BBCS Licensee shall be responsible for securing all necessary consents from and make any payments as may be required for music, including but not limited to MCPS payments, and/or voice recordings/extracts incorporated in the Products. Licensee shall send copies of all consents secured pursuant to this clause to BBCS upon BBCS's request.

9. Manufacturing and Ethical Trading Policy Compliance

- 9.1 Licensee shall have the right during the Product Licence Period to engage third parties for the purpose only of manufacturing and/or supplying the Products and/or Components and/or non-branded generic components thereof ("Manufacturer/Supplier") to Licensee and for Licensee's own account, subject to compliance with the provisions of this clause 9 and subject without limitation to clause 9.12 below.

- 9.2 Licensee acknowledges that it is a fundamental requirement that all products manufactured and/or supplied under or by reference to the Original Series and/or Local Version or any part thereof are manufactured under safe and fair working conditions in line with a high standard of ethical and environmental trade practices as set out in the Ethical trading Policy and that BBCS expects Licensee to demonstrate a commitment to an ongoing programme of ensuring and improving ethical and environmental practices in Licensee's supply chain in exploitation of the rights granted under this Agreement.
- 9.3 Licensee shall ensure that all relevant personnel undertake and complete ethical sourcing compliance training as may be supplied to Licensee by BBCS from time to time.
- 9.4 Licensee shall comply with the following requirements in respect of each manufacturing site to be used for the manufacture and/or supply of the Products and/or Components and/or non-branded generic components thereof, whether such manufacturing sites are owned and operated by Licensee or owned and operated by a Manufacturer/Supplier.
- 9.5 Prior to engagement of a Manufacturer/Supplier and, in the case of Licensee's own manufacturing sites, prior to commencement of manufacturing, Licensee shall obtain the prior written approval of BBCS of each manufacturing site, such approval to be at BBCS' absolute discretion and to be obtained as set out in clause 9.6 below.
- 9.6 For each manufacturing site Licensee wishes to obtain consent for Licensee shall:
- (a) provide BBCS with all relevant information about the manufacturing site, including without limitation the name of the Manufacturer/Supplier (where applicable) and full address and contact details, and any other information as requested by BBCS;
 - (b) supply to BBCS a recent Audit/Assessment for the manufacturing site, the results of which are satisfactory to BBCS. BBCS will specify the type(s) of Audit/Assessment required. Any Audit/Assessment should be supplied in full with no redactions and with all sections completed. Simultaneously, Licensee shall submit to BBCS, Licensee's own assessment of the audit findings against the Ethical Trading Policy. Subject to clause 9.10, any Audit/Assessment required under this Agreement shall be conducted at Licensee's or (where applicable) Manufacturer/Supplier's cost;
 - (c) ensure that each Manufacturer/Supplier completes and executes a Manufacturer's Agreement (to be supplied by BBCS) or, in the case only of suppliers of non-branded generic components, that Licensee completes and signs a Blanks Supplier Notification, and in each case provides BBCS with copies of the same for countersignature; and
 - (d) ensure, pursuant to its agreement with each Manufacturer/Supplier, that Licensee is entitled to cease to use the Manufacturer/Supplier at BBCS' request where BBCS considers, acting reasonably, that such Manufacturer/Supplier is in breach of the Manufacturer's Agreement, the Ethical Trading Policy and/or the BBCS Anti-Fraud and Corruption Statement (a summary of which is attached hereto at Annexure Two).
- 9.7 Licensee shall not be entitled to commence manufacturing under this Agreement using a manufacturing site until it has received written approval from a member of BBCS' ethical policy team of such manufacturing site, satisfied the requirements set out in clause 9.6 (c) and obtained all other approvals required under this Agreement.
- 9.8 The engagement by Licensee of any Manufacturer/Supplier pursuant to this clause 9 shall not relieve Licensee of any responsibility or obligation set forth in this Agreement and Licensee shall be responsible for ensuring that each such Manufacturer/Supplier complies with the provisions of this Agreement. Licensee hereby agrees to indemnify and hold harmless, and keep fully and effectually indemnified BBCS, the BBC, their employees, agents, sub-contractors, licensees, assigns and any of them, on demand, from and against all actions, proceedings, claims, losses, costs and expenses (including legal fees) and any other damages and loss

suffered or incurred by BBCS or the BBC or paid by BBCS or the BBC as a direct or reasonably foreseeable result of or in connection with any acts or omissions of any Manufacturer/Supplier.

- 9.9 Following approval of a manufacturing site Licensee shall comply with the following ongoing obligations in respect of such manufacturing site:
- (a) On an annual basis, Licensee shall arrange, at Licensee's or where applicable the Manufacturer/Supplier's cost, for an Audit/Assessment of a type(s) requested by BBCS to be conducted and provided to BBCS. For the avoidance of doubt, any Audit/Assessment conducted under this Agreement shall be deemed confidential information and shall not be disclosed to any party without BBCS's consent;
 - (b) Licensee shall immediately notify BBCS in writing if it suspects or is made aware by any person or entity that there could be a potential or actual breach or failure in relation to any BBCS Core Requirement as set out in the Ethical Trading Policy by any Manufacturer/Supplier;
 - (c) Licensee shall notify BBCS in writing within 10 (ten) Working Days if (i) Licensee ceases to use any Manufacturer/Supplier, and/or (ii) any Manufacturer/Supplier changes its name, address or contact details;
 - (d) Upon cessation of the use of any Manufacturer/Supplier, whether at BBCS's request or otherwise, Licensee shall ensure that the former Manufacturer/Supplier:
 - (i) shall provide to Licensee and BBCS a statement indicating the number and description of Products and/or Components and/or Presentational Materials in stock or in the process of manufacture; and
 - (ii) shall either (at BBCS's election) destroy or procure the destruction of all materials in its possession, custody or control and furnish to BBCS a certificate in a form acceptable to BBCS evidencing any such destruction, or promptly deliver and/or procure the delivery of all materials to BBCS, without charge, in accordance with BBCS's reasonable instructions to such address as BBCS may notify in writing to Licensee.
- 9.10 BBCS in any event reserves the right to audit any manufacturing site and Manufacturer/Supplier during the Licence Period and the Sell-Off Period for compliance with the Manufacturer's Agreement (whether signed or unsigned), Ethical Trading Policy and the BBCS Anti-Fraud and Corruption Statement. Licensee shall bear the cost of such audit(s) in the event such audit reveals that such manufacturing site is not compliant with any of BBCS' requirements as expressed under the Manufacturer's Agreement, the Ethical Policy, and the BBCS Anti-Fraud and Corruption Statement.
- 9.11 In the event that BBCS incurs any costs or expenses or becomes liable to make any payment to a third party, including without limitation any payment to an enforcement body as a result of Licensee's failure to comply in full with the provisions of this clause 9, Licensee shall be liable to reimburse BBCS in full.
- 9.12 The right to engage Manufacturer/Suppliers pursuant to clause 9.1 shall not apply in respect of any third party products and the packaging of such third party products. Accordingly, nothing in this Agreement shall be interpreted as granting Licensee the right to manufacture any third party products and/or associated packaging.
- 9.13 For the avoidance of doubt, any Audit/Assessment conducted and/or provided to BBCS under this Agreement shall be treated as confidential information.
- 9.14 Any breach of this clause 9 shall be deemed a material breach of this Agreement.

10. Accounting

- 10.1 Unless otherwise expressly agreed in writing by BBCS, each payment due and payable by Licensee to BBCS under this Agreement shall be made:
- 10.1.1 in accordance with the relevant Payment Due Date and in any event no later than 30 (thirty) days of the date of BBCS's invoice for the same; and
 - 10.1.2 exclusive of value added tax and all other taxes and duties payable in respect of such payments (which shall be paid by Licensee in addition to such payments) and free of all charges (including without limitation any bank charges, any deduction in respect of any claim, counterclaim, set-off or condition whatsoever) in the currency stated in the Schedule and directly into the Bank Account.
- 10.2 Licensee shall, simultaneously with making each payment pursuant to clause 10.1, provide to the BBCS contact as detailed in the Schedule such written details as shall enable BBCS to identify each payment made including, but not limited to, the date and amount of each payment.
- 10.3 If any payment due from Licensee to BBCS under this Agreement shall not have been made by the applicable Payment Due Date then, without prejudice to any other rights and remedies available to BBCS in respect of such non-payment, BBCS shall have the right to charge interest on the amount outstanding at the rate of 4% (four percent) per annum above the base rate for the time being of HSBC Bank Plc in the United Kingdom accruing on a daily basis and compounded at monthly intervals for the whole period from the Payment Due Date up to the date of actual payment (before as well as after judgment).
- 10.4 If Licensee is required, pursuant to any applicable present or future law, rule or regulation of any competent governmental or other administrative body, to make any deduction or withholding in respect of tax for any amount or amounts payable to BBCS under this Agreement, Licensee shall:
- 10.4.1 promptly pay to the relevant taxation authority within the period permitted by law the amount of such withholding or deduction;
 - 10.4.2 provide BBCS with written evidence (including certification where appropriate) that it has made the payment to the relevant taxation authority; and
 - 10.4.3 pay to BBCS an additional amount as will, after the deduction or withholding has been made, leave BBCS with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

11. Proper Records

Licensee hereby undertakes and agrees:

- 11.1 to keep true and accurate records relating to (i) the Fees and (ii) its exploitation of the Rights granted to it under this Agreement (including, without limitation, all arrangements with third parties in connection with the same (if relevant));
- 11.2 to permit BBCS and/or its duly authorised representatives at all reasonable times and on request to examine such records and take copies and extracts therefrom;
- 11.3 to authorise any Approved Broadcaster who has transmitted the Local Version to send to BBCS at its request a certified transmission report detailing the date and time of transmission undertaken; and

11.4 that in the event that the examination of the records of Licensee or certified transmission reports of broadcasters or the digital file copy of any Episode of the Local Version (submitted upon request to BBCS) reveals that the payments made by Licensee pursuant to clause 10 or elsewhere in this Agreement above are less than the amounts that should have been paid pursuant to this Agreement then, without prejudice to any other rights and remedies available to BBCS in respect of such underpayment:

11.4.1 Licensee shall immediately pay to BBCS the amount of such underpayment together with interest thereon calculated in accordance with clause 10.3 above; and

11.4.2 Licensee shall reimburse to BBCS on request the cost of the examination undertaken by BBCS including, but not limited to, the fees of any accountants retained by BBCS in connection therewith.

12. Distribution of Local Version

12.1 If, at BBCS's sole and absolute discretion, BBCS wishes to licence the Local Version to a third party for broadcast on any broadcast media worldwide excluding the Territory at any time during the Licence Period, and including the Territory after expiry of the Licence Period, Licensee hereby acknowledges and agrees that BBCS shall be free to do so and hereby grants to BBCS all necessary Intellectual Property Rights in the Local Version to enable BBCS to complete such licence (and shall, at its cost, obtain all necessary clearances of the Intellectual Property Rights and any and all contributor rights in respect of the Local Version as may be required in connection with the licence).

12.2 Such licence shall be subject to BBCS paying to Licensee a sum equal to 50% (fifty percent) of the net proceeds ("**Net Proceeds**") derived from such licence. For the purposes of this clause, "**Net Proceeds**" shall be defined as all revenues received by BBCS from the licensing of the Local Version for broadcast in all media less 35% (thirty five percent) of such revenues by way BBCS's distribution fee.

12.3 Without prejudice to clause 5.2.7 of the Terms of Business, on BBCS's written request Licensee shall deliver up promptly to BBCS such digital files, scripts, M and E tracks, credit details relating to the Local Version as BBCS may require from time to time in connection with the licence. In the event the rights to the Local Version are sold to Licensee and/or its parent or subsidiary company anywhere in the world, no share of Net Proceeds from such sale shall be payable to Licensee or any entity connected to it.

12.4 All master asset material, and associated ancillaries, provided to BBCS for the distribution of the Local Version must be produced to the guidelines and specifications set out in the Content Delivery Book (web link: <https://www.bbcstudios.com/media/3654/contentdeliverybook.pdf>) which may be updated from time to time and in accordance with the version in force at the time of production.

13. Licensee's Warranties

Licensee hereby represents, warrants and undertakes that:

13.1 it has the right, power and authority to enter into and fully perform this Agreement and the execution of this Agreement does not breach any law, regulation or agreement to which it is a party;

13.2 unless otherwise expressly agreed to by BBCS in writing, the Local Version will conform with the image of the Original Series and the Format, shall be of an equivalent technical production quality to the Original Series as manifested in any digital file thereof supplied as part of the Production Materials, and Licensee will comply with the directions of BBCS in connection with the production of the Local Version pursuant to clause 5 above;

- 13.3 the Local Version will not contain anything which (i) is obscene, blasphemous or defamatory of any person or organisation; (ii) is likely to bring BBCS or the BBC into disrepute; (iii) infringes the Intellectual Property Rights of any third party; or (iv) breaches any applicable regulations or legislation in the Territory from time to time; For the avoidance of doubt, at all times the content of the Local Version shall a) not compromise the integrity of the Format in any way; b) be suitable for the target audience; c) meet consumer expectations of the BBC brand; and d) not contain any i) material and/or content of a political nature, ii) be offensive or derogatory to any faith or religion, iii) adult products and/or services, and iv) feature any explicit gore, blood or violence including but not limited to weapons and/or weapon related products;
- 13.4 it shall not dub or sub-title any Episode of the Local Version into any language other than the Language for any purpose whatsoever;
- 13.5 it shall be responsible for paying all of the Production Budget Costs and shall not seek to reclaim any such sum from BBCS or to offset it against any of the Fees;
- 13.6 it shall ensure that all rights not acquired from BBCS which are required for the exploitation of the Local Version in accordance with this Agreement shall be cleared and paid by Licensee, and for the avoidance of doubt, Licensee shall ensure that all rights for music included in the Local Version shall be cleared and paid for by Licensee including, wherever possible, for territories outside of the Territory;
- 13.7 it shall be and remain fully liable for all acts and omissions of any third party producer and/or other contractor or contributor whom it engages for the purposes of producing the Local Version in accordance with the grant of rights hereunder;
- 13.8 it shall be responsible for all health and safety obligations as required by the relevant authority of responsible producers in the Territory with respect to the Local Version and shall take out local production insurance to cover all risks relating to the production of Local Version. In addition Licensee shall deliver to BBCS, on request, such insurance documents which BBCS may request, to enable BBCS to ensure that Licensee has complied with the provisions of this clause;
- 13.9 it shall keep confidential information relating to the provisions of this Agreement and to the business affairs of the BBC and BBCS (including, but not limited to, the Format and the BBC Know-How) whether such information is received orally or in writing or by any other means, and shall not without the proper written consent of BBCS disclose such information to any third party except, where necessary, to its employees, servants or agents who need to have such Information for the purposes of this Agreement and shall ensure that all such employees are aware of and agree to be bound by the provisions of this subclause;
- 13.10 it will comply with the provisions of the BBCS Anti-Fraud and Corruption Code of Conduct, a summary of which is hereto at Annexure Two and published in full here <https://www.bbcstudios.com/anti-fraud-and-corruption/> as updated from time to time and shall comply with all laws, statutes, regulations and codes relating to anti bribery and anti corruption applicable to Licensee and/or BBCS, as may be updated from time to time, including but not limited to the UK Bribery Act 2010;
- 13.11 it will comply in the performance of this Agreement and ensure that the Products and Presentational Materials comply with all relevant laws, regulations, industry standards or codes applicable in the Territory including without limitation in relation to the sale of goods, consumer protection and/or product safety;
- 13.12 it will carry out or obtain product safety review(s) and maintain an up to date record of all such Product Safety Review(s) and provide copies to BBCS on request;
- 13.13 it will promptly observe and comply with all instructions, directions or regulations issued by or on behalf of BBCS, including without limitation the BBCS Policies;

- 13.14 it will comply with the provisions of the General Data Protection Regulation ((EU) 2016/679) and any other applicable laws including directly applicable European Union regulation relating to privacy, as well as any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation;
- 13.15 it will agree with BBCS in good faith regarding the wording and timing of press or publicity release(s) prepared by or on behalf of Licensee for the purposes of announcing the production and broadcast of the Local Version; and
- 13.16 it will indemnify, and keep indemnified, BBCS, BBC and their respective associates, officers, directors, employees, agents, shareholders and partners against all actions, claims, costs (including reasonable legal fees), damages, demands or expenses arising out of any breach or non-performance by Licensee of any of its representations, warranties, undertakings or agreements in this Agreement and all actions, proceedings, claims, losses, costs and expenses (including legal fees) and any other damages and loss suffered or incurred by BBCS or the BBC or the Format Owner or paid by BBCS or the BBC as a direct or reasonably foreseeable result of or in connection with: (i) any alleged defects in or otherwise in relation to any of the Products and/or Presentational Materials and/or any claim of any nature by any consumer thereof (including without limitation all product liability claims) and/or (ii) any breach of any of the warranties, representations, undertakings or agreements of Licensee contained or made in this Agreement.

14. BBCS's Warranties

BBCS hereby represents, warrants and undertakes that:

- 14.1 it has the right, power and authority to enter into and fully perform this Agreement; and
- 14.2 it holds all necessary rights and permissions to enable it to enter into this Agreement.

15. Termination

15.1 BBCS shall have the right to terminate this Agreement upon the giving of written notice in any of the following events:

- 15.1.1 if Licensee commits a breach of any of its material obligations under this Agreement and does not remedy such breach within 30 (thirty) days of receiving written notice from BBCS to do so or, if such breach relates to the non-payment by Licensee of any sum due to be paid by it under this Agreement, within 10 (ten) days of receiving written notice from BBCS to do so or, if BBCS deems the breach not capable of remedy then the Agreement shall be terminated immediately upon notification by BBCS to Licensee in writing;
- 15.1.2 if the control of Licensee shall pass into the hands of any other company or party other than a related corporate body;
- 15.1.3 if Licensee becomes insolvent or unable to pay its debts as and when they fall due, proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution; if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if it ceases to carry on business or if it claims the benefit of any statutory moratorium; or if it suffers the occurrence of any similar event under the law of the Territory or a country in which it is incorporated and/or resident;
- 15.1.4 if Licensee has not commenced principal production of any Episode of the Local Version within 6 (six) months of the commencement of the Licence Period;

- 15.1.5 if Licensee has not completed production and transmitted the Local Version within the Licence Period; or
- 15.1.6 if Licensee (or any Approved Broadcaster) suffers the cancellation, loss or revocation of a franchise or any governmental licence required in order to transmit television programmes in the Broadcast Territory.
- 15.2 Licensee shall have the right to terminate this Agreement upon giving written notice to BBCS if BBCS commits a breach of any of its material obligations under this Agreement and does not take steps to remedy such breach within 30 (thirty) days of receiving written notice from Licensee to do so.
- 15.3 Termination of this Agreement, for whatever cause, shall not cancel any indebtedness of Licensee to BBCS and in the event of such termination or upon expiration of this Agreement all rights granted to Licensee herein shall immediately revert to BBCS. On termination of this Agreement, for whatever cause, Licensee shall deliver up to BBCS all Production Materials and other materials provided to it by BBCS under this Agreement, together with all materials (including, without limitation, digital files, scripts, M and E tracks, credit details) in its possession that relate to the Local Version.

16. General Terms

- 16.1 This Agreement is personal to and for the sole benefit of Licensee and Licensee shall not assign, transfer, sub-license, subdistribute, mortgage, charge or in any other way dispose of any of its rights and interests or obligations under this Agreement to any person or organisation without the prior written consent of BBCS (not to be unreasonably withheld), provided that Licensee shall remain primarily liable to BBCS for its obligations hereunder. BBCS shall be entitled to assign or license the whole or any part of its rights under this Agreement and if the assignee undertakes direct with Licensee to comply with the obligations of BBCS to Licensee (but not otherwise) then with effect from the date of such undertaking BBCS shall have no further liability to Licensee.
- 16.2 Nothing in this Agreement shall constitute a partnership or agency between the Parties and neither Party shall do or permit any act to be done whereby it may be represented as being the agent or partner of the other.
- 16.3 Unless otherwise agreed in writing by the Parties, any formal notice to be given under this Agreement by one Party to the other Party shall be in English and delivered or sent by hand or registered first-class post and marked for the attention of the applicable Addressee for Notices as specified in the Schedule (or such other address as may be notified in writing).
- 16.4 No waiver (whether express or implied) by BBCS of any breach by Licensee of any of its obligations under this Agreement shall be deemed to constitute a waiver or consent to any subsequent or continuing breach by Licensee of any such obligations.
- 16.5 Notwithstanding any other provision in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("**the Act**") to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from under the Act.
- 16.6 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 16.7 This Agreement sets out the entire understanding of the Parties with respect to the subject matter hereof, and any amendments, changes or modifications shall have legal effect only if made in writing and signed by both Parties. All representations, conditions and warranties,

oral or written, express or implied, other than those contained herein, or in a notice of amendment issued hereunder, are expressly excluded.

16.8 This Agreement and all matters relating to or arising out of this Agreement shall be governed by and construed in accordance with English law. The Parties hereto irrevocably agree that the Courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

ANNEXURE ONE

BBC STUDIOS ADVERTISING AND SPONSORSHIP GUIDELINES

(Extracted from The Advertising and Sponsorship Guidelines for BBC Commercial Services, available in full at www.bbc.com/advertisingguidelines as may be updated from time to time)

Licensee must comply with the following requirements prior to the transmission of any the Local Version. Licensee undertakes that it shall at all times be transparent and upfront, in its disclosure to BBCS, with respect to Advertising and Sponsorship with respect to the programme.

1. Principles

- 1.1 All Advertising and Sponsorship messages placed around programmes must be legal. Such Advertising and Sponsorship must follow applicable Advertising laws and regulations to their highest standard in the Territory. To the extent that multiple countries are included within any Territory and such Programme is transmitted simultaneous on a single feed in respect thereof, then the highest standard applicable across all countries shall apply.
- 1.2 Advertising and Sponsorship messages must not be misleading, harmful or offensive.
- 1.3 Advertising and Sponsorship messages must not jeopardise the good reputation of the BBC or the BBCS or the value of the BBC Brand. It should:
 - a) be suitable for the target audience;
 - b) meet consumer expectations of the BBC Brand;
 - c) not bring the BBC into disrepute; and
 - d) not give rise to doubts about the editorial integrity and independence or impartiality of the Local Version.
- 1.4 All Advertising must be clearly presented as commercial content, distinct from editorial content. Advertising must not overlay and/or obscure over all or any part of a Programme at any time during its transmission
- 1.5 The nature of an Advertising or Sponsorship relationship must be transparent so that it is clear to the audience that they are seeing a commercial message. Surreptitious or subliminal Advertising is not permitted.
- 1.6 Licensee must retain editorial control and responsibility for all editorial content. Advertisers and Sponsors must not influence content in such a way as to impair the responsibility and editorial independence of Licensee.
- 1.7 Advertising and Sponsorship arrangements must not suggest any endorsement by the BBC or the BBCS of any product or service.

2. Choice of Sponsor

2.1 Licensee shall not permit the Sponsorship of the Local Version by any advertiser in the following categories:

- a) Political Advertising;
- b) Faith, religion and equivalent systems of belief;
- c) Adult products and services;
- d) Tobacco or tobacco products including e cigarettes or marijuana products;

- e) Weapons, weapon related products and gun clubs; and
- f) Infant formula and or baby milk.

No products that fall within the above categories can be included within or associated in any way with the Local Version. The above prohibitions apply in addition to any local restrictions applicable under local laws and regulations.

2.2 Licensee undertakes to obtain BBCS's prior written approval before accepting any Sponsors in respect of the Local Version in the following categories of advertisers:

- a) Betting, gaming, gambling, casinos and lotteries;
- b) Charities, trusts, foundations and non-governmental organisations;
- c) Government and government agencies (except tourism boards and trade or investment boards); d) Lobby groups and trade unions;
- e) Public information campaigns; and
- f) Any product or service which shares or is associated with a name or trademark with a product or service prohibited in 2.1 above.
- g) any Sponsorship in any category that refers to the Local Version without also referring to the Channel (i.e. [Local Version name] is sponsored by XXX as opposed to [Local Version name] on [Channel name] is sponsored by XXX.)

Licensee undertakes to ensure that any Sponsorship around the Local Version content shall be subject to the special terms (if any) incorporated therein.

3. Children's content

Licensee undertakes to obtain BBCS's prior written approval for all Sponsorship around children's content. For the purposes of this clause, "Children" means any person under the age of 18 (eighteen) years of age.

4. Product Placement

4.1 Licensee undertakes to obtain BBCS's express prior written approval before placing any products or services into the Local Version.

4.2 For the avoidance of doubt Licensee undertakes to obtain BBCS's express prior written approval where a third party's brand, goods or services are cross-promoted within or by way of association with the Local Version as part of an "off air" promotion or event.

4.3 Product placement must not undermine the editorial independence and content of the Local Version and must be incidental at all times and not unduly prominent.

4.4 Product placement shall not be permitted for products produced, marketed or sold by organisations listed below:

- a) Political Advertising;
- b) Faith, religion and equivalent systems of belief;
- c) Adult products and services;
- d) Tobacco or tobacco products including e cigarettes;
- e) Weapons, weapon related products and gun clubs; and
- f) Infant formula and or baby milk.

4.5 In addition to clause 4.4 above Licensee shall not be permitted to place any of the following products or services into the Local Version:

- a) Prescription only medicines.

- b) Any product or service which may not be advertised as a result of any laws or regulations applicable in the Territory.
- 4.6 Without prejudice to the foregoing, product placement of any product or service which may bring the BBC or BBCS into disrepute or, in BBC's reasonable opinion, may damage the reputation of the brand is strictly prohibited.

5. Breach of Sponsorship Obligations

Licensee acknowledges and agrees that if BBCS or BBC considers, in its reasonable opinion that Licensee has breached and/or does not comply with the Advertising and Sponsorship Guidelines for BBC Commercial Services and any of their limitations, and/or brings BBC or BBCS into disrepute, BBCS shall notify Licensee and Licensee shall immediately withdraw such Advertising and/or Sponsorship from the Local Version.

ANNEXURE TWO

BBC STUDIOS ANTI-FRAUD AND CORRUPTION STATEMENT FOR THIRD PARTIES

("Statement")

(available at <https://www.bbcstudios.com/anti-fraud-and-corruption/>)

The purpose of a systematic anti-corruption policy is to:

- Prevent corruption, by having adequate anti-corruption procedures;
- Monitor and identify corruption; and
- Respond appropriately, if corruption is uncovered by disciplining staff and agents, reviewing procedures and avoiding or mitigating criminal liability.

BBC Studios Distribution Limited and BBC Studio Productions Limited ("**BBCS**") is committed to conducting business in accordance with the highest ethical and legal standards and expects all of its affiliated third parties with whom it deals to do likewise. This Statement sets out BBCS' principles regarding anti-corruption and the need to be vigilant against the risks of fraud, bribery, international sanctions, money laundering and tax evasion.

For the avoidance of doubt BBCS has a zero tolerance policy on the payment of bribes and the facilitation of, or any other involvement in, tax evasion anywhere in the world whether in the public or private sector and whether undertaken directly by those to whom this Statement applies or through third parties. A bribe does not have to be something with financial value such as money or a contract, or some lavish hospitality etc. It could be some other form of advantage such as an opportunity. Tax evasion is any illegal non-payment or under-payment of taxes. It is usually perpetrated by falsely declaring or not declaring taxes due, for example by keeping cash payments outside accounting records. Facilitation is helping somebody to evade tax in any way.

Principles

BBCS expects that any affiliated third party, with whom BBCS deals, shall, during the course of its dealings with BBCS:

- ensure that they, together with all employees, contractors, staff, directors, officials and others authorised by or engaged by the affiliated third party, are aware of and understand the significance of anti-bribery, anti-corruption and other financial crime or anti-tax evasion laws (including the UK Bribery Act 2010 and the Criminal Finances Act 2017), regulations and codes of conduct (the “AntiFraud Provisions”);
- not offer, promise or give something of value in return for someone doing or agreeing to do something improper in a business context;
- not be knowingly concerned in, or take steps with a view to, the fraudulent evasion of tax by another person, or aid, abet, counsel or procure the fraudulent evasion of tax;
- not enter into any arrangement or engage in any conduct (including without limitation, fraud, corruption, dishonesty and illegal activity) which places BBC and/or BBCS and/or the party itself at risk of infringing the Anti-Fraud Provisions;
- ensure any hospitality or entertainment offered or accepted is moderate, reasonable and appropriate, adheres to BBCS’s Gifts and Hospitality Guidelines (in force from time to time) and serves a legitimate business purpose. Hospitality or entertainment must never be offered or accepted as any form of business inducement or create any potential conflict of interest;
- not make any charitable donations in the name of BBCS;
- maintain complete and accurate books and records of account recording all business transactions and dealings entered into for or on behalf of or conducted in connection with BBCS business;
- not accept or offer a bribe even if it is considered to be local custom and practice within or outside of the Territory. This also includes making ‘facilitation payments’ to officials, in order to expedite the provision of services;
- not accept or offer any personal favours, i.e. ‘soft money’ activities (i.e. perks such as trips or school placements);
- comply with all applicable laws and regulations concerning importing and exporting products and services, including by not engaging with third parties (either directly or on BBCS’ behalf) that are listed on EU, UK, UN or US (as applicable) or other relevant sanctions lists;
- ensure that appropriate checks are carried out before making payments, in particular where they are in cash, involve overly complex payment mechanisms or structures, or are to countries with low OECD tax transparency ratings and/or which do not subscribe to the Common Reporting Standard;
- not facilitate, or be involved in any way with, money laundering;
- not make a payment to a government official unless it is in accordance with the law. If the third party is unsure whether the payment is lawful they should always seek independent verification that the payment is legitimate; and
- not employ agents for the purpose of circumventing the terms of this Statement or carrying out any act in contravention of any applicable laws or regulations. (For the avoidance of doubt, where agents are engaged to carry out legitimate services for or on behalf of BBCS, the third party shall ensure that the remuneration of such agents shall not exceed the normal and reasonable commercial rates for such services and shall be fully and properly accounted for).

ANNEXURE THREE

FORMATS DELIVERY SPECIFICATIONS

Digital Copies of Local Version – Viewing Copies

Licensee shall deliver **uncut viewing copies** of every episode of the local version as video files (see technical specifications below) at least 14 (fourteen) days prior to that episode airing for pre-recorded unscripted or scripted formats. For live unscripted formats only this needs to be within 7 (seven) days of the first transmission. The first episode of all formats is always to be sent to BBCS with English subtitles. In the event the Local Version is a daily unscripted show of more than 20 episodes in total i.e. ‘Weakest Link’ BBCS would require 1 (one) episode per week (the one that is deemed the best editorially).

Technical Specifications for Viewing Copies:

File type: H.264 (.mp4)

Aspect ratio: 1280 x 720
Data rate: 5Mbps

Please sent the rough cuts to the following email address:

Formatsdeliverables@bbc.com

To ensure the copies get to the correct department in the subject line of the email please indicate what you are sending in the following style:

English Format Title + Country Name, Viewing Copy Episodes

For example:

*Dancing With The Stars
USA, Viewing Copy
Episodes or
The Office Finland, Viewing Copy Episodes*

Licensee shall deliver **uncut master copies** of every episode of the local version as video files (see technical specifications below) within 7 (seven) days of that episode airing. The first episode is always to be sent to BBCS with English subtitles. In the event the Local Version is a daily show of more than 20 episodes in total i.e. 'Weakest Link' BBCS would require 1 (one) episode per week (the one that is deemed the best editorially).

Technical Specifications for Master Copies

Option 1

File type: H.264 (.mp4)
Aspect ratio: 1920 x 1080
Frame rate: 25 FPS (progressive)
Data rate: 20Mbps

Option 2

File type: Apple Pro Res LT (.mov)
Aspect ratio: 1920 x 1080
Frame rate: 25 FPS (progressive)\

AUDIO

Audio: Dialogue Stem (.aiff)
Data rate: 24 bit 48khz

Please limit file sizes for master copies to 8.5 GB per hour of content.

Please sent the master files to the following email address:

Formatsdeliverables@bbc.com

In the subject line of the email please indicate what you are sending in the following style:

English Format Title + Country Name, Master Copy Episodes

For example:

*Dancing With The Stars
USA, Master Copy
Episodes or
The Office Finland, Master Copy Episodes*

Licensee shall send **ratings information** after each episode of the Local Version (if weekly) to the applicable production staff which shall include but not be limited to viewing figures, share information (possibly in key demographics) and compares against slot average for the channel. If applicable in the Territory, information shall include consolidated ratings from any time-shifted viewing.

At the end of the season the licensee shall also deliver the following information

- 5 high quality stills of the programme (including action shots where possible) cleared for international use
- Copy of the production budget and production schedule in English

Please send any of the above documents to the following email address:

Formatsdeliverables@bbc.com

In the subject line of the email please indicate what you are sending in the following style:

English Format Title + Country Name, Ratings information

English Format Title + Country Name, Budget

English Format Title + Country Name, Stills

For example:

Dancing With The Stars USA, Ratings Information

The Office Finland, Budget

Doctor Foster Ireland, Stills

If licensees are unable to deliver the materials at the specifications listed above, they must contact your BBC Studios International Production Consultant/International Format Producer via in advance to discuss alternate delivery options.