

ITV STUDIOS GLOBAL DISTRIBUTION
BROADCAST AND CATCH-UP LICENCE AGREEMENT

Issue Date: 22-FEB-2024 13:09

Licence Agreement Reference 149909/1

Between "Licensor"

ITV STUDIOS GLOBAL DISTRIBUTION LIMITED of ITV WHITE CITY, 201 WOOD LANE, LONDON, W12 7RU, UNITED KINGDOM

And "Licensee"

CESKA TELEVIZE of KAVCI HORY, 140 70 PRAHA 4, PRAGUE, CZECH REPUBLIC

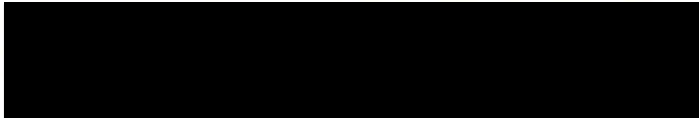
In consideration of the payment by the Licensee of the Total Contract Value and the acknowledgements, undertakings and agreements by the Licensee under this Licence Agreement, the Licensor hereby grants to the Licensee a licence to exploit the Programmes by means of the Rights Granted in the Language in the Licensed Territory during the Licence Period all as specified in this Schedule below subject to the Standard Terms attached.

SCHEDULE

Financial Summary

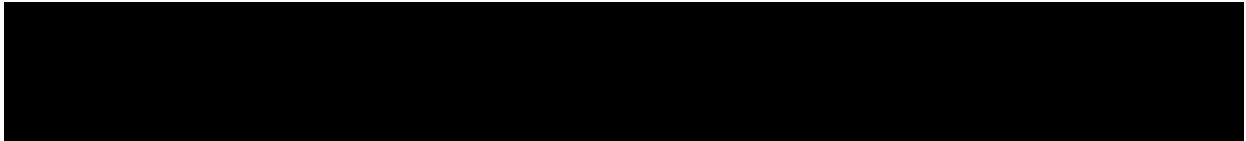
Total Contract Value	EUR	148,988.00
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Comprising:



Payment Terms

Licence Fee



Material Charge



Signed for the Licensee

Name Jan Souček, General Director

Date 12.7.02.2024

Place Praha

Signature

Signed for the Licensor

Name Gisela Asimus Minnbergh

Date 01/03/2024

Place London, England

Signature



Programmes Licensed

Title	Episodes	Licence Fee	Materials Charges	Other Charges
Totals		EUR 147,668.00	1,320.00	0.00

SPECIAL CONDITIONS

1. RUN

2. CATCH-UP SERVICE

The Licensee shall be entitled to distribute, transmit or make available the Programme(s) on the Licensee's Catch-Up Service entitled

3. CATCH-UP PERIOD

4. CHANNELS

The channels shall be known as [REDACTED] (together, the "Channels").

5. VAT NUMBERS

Licensee's VAT Number: CZ00027383

Licensor's VAT Number: GB 197004167

6. DELIVERY OF MATERIALS

Pursuant to clause 5.6 of the Standard Terms, the Material to be delivered is a [REDACTED]

7. SIMULTANEOUS TRANSMISSION OF THE SIGNAL

Licensor acknowledges that Licensee's Free Analogue Terrestrial Television signal is simultaneously carried on digital cable and satellite platforms in the Licensed Territory and agrees that the Programme(s) may be simultaneously broadcast with the Free Analogue Terrestrial Television broadcast on such platforms, including, for the avoidance of doubt, on Licensee's Catch-Up Service, but not otherwise.

8. PAYMENT OF LICENCE FEE

8.1 Licensor acknowledges to be the beneficial owner of the Licence Fee due under this Agreement.

8.2 Timely payment of the Licence Fee is conditional upon receipt of a valid Tax Confirmation of UK residency of the Licensor issued by the appropriate Tax Authority unless such valid confirmation has already been provided to the Licensee during the applicable year.

8.3 Licensor shall e-mail the invoices in PDF format to "faktury@ceskatelevize.cz".

9. ACCESS TO FOREIGN LANGUAGE DUBS

Pursuant to clause 8.3 of the Standard Terms, it is agreed that Licensor shall [REDACTED]

10. ORIGINAL LANGUAGE SIMULCAST

11. PUBLIC COMPANY

It is hereby acknowledged that the Licensee is a Public Company established by the Czech Television Act, No. 483/1991 Coll.

12. SANCTIONS - RIGHT TO TERMINATE

Notwithstanding anything to the contrary set out herein, Licensor shall have the right to terminate this Agreement, and any other agreement(s) between Licensor and Licensee, with immediate effect on serving notice to Licensee in the event that any sanctions, embargoes and/or restrictions are imposed by any Authority which Licensor considers in its sole discretion to be relevant to its dealings with Licensee. "Authority" means any of the UK Government, United Nations, the European Union, His Majesty's Treasury, any European Union member state, and/or any United States government entity that administers economic sanctions.

13. REDACTED INFORMATION

13.1 The Licensor and Licensee acknowledge that the Licensee is under Czech statutory obligation to make this Agreement accessible online in the public registry "https://smlouvy.gov.cz". The Licensor and Licensee mutually agree that the information highlighted in yellow in this Agreement shall be redacted ("Redacted Information"). The information not highlighted in yellow is permitted to be made publicly available on "https://smlouvy.gov.cz".

13.2 The Licensee accepts that making publicly available any of the Redacted Information in this Agreement shall be a material breach of this Agreement and Licensor may be permitted to terminate the Agreement in accordance with clause 15.3 of the Standard Terms immediately.

14. AMENDMENTS TO THE STANDARD TERMS

14.1 Clause 4.1.6(iii) of the Standard Terms shall be deemed deleted and replaced with the following:

[REDACTED]

14.2 [REDACTED]

14.3 [REDACTED]

14.4 [REDACTED]

14.5 [REDACTED]

14.6 [REDACTED]

[REDACTED]

15. DIGITAL LINEAR RIGHTS

[REDACTED]

17. [REDACTED] CATCH-UP RESTRICTIONS

17.1 For the Programme [REDACTED] only, the Catch-Up Rights shall mean exploitation by the applicable Channel on a linear basis, provided:

17.1.1 [REDACTED]

17.1.2 Licensor will use good faith efforts to ensure that each episode must have no less than the number of commercial interruptions as its linear broadcast, with fast forward functionality disabled; and

17.1.3 Each episode of the Programme [REDACTED]

17.2 Catch-Up Rights may be exploited solely:

17.2.1 [REDACTED]

17.2.1.1 [REDACTED]

17.2.1.2 [REDACTED]

17.2.2 [REDACTED]

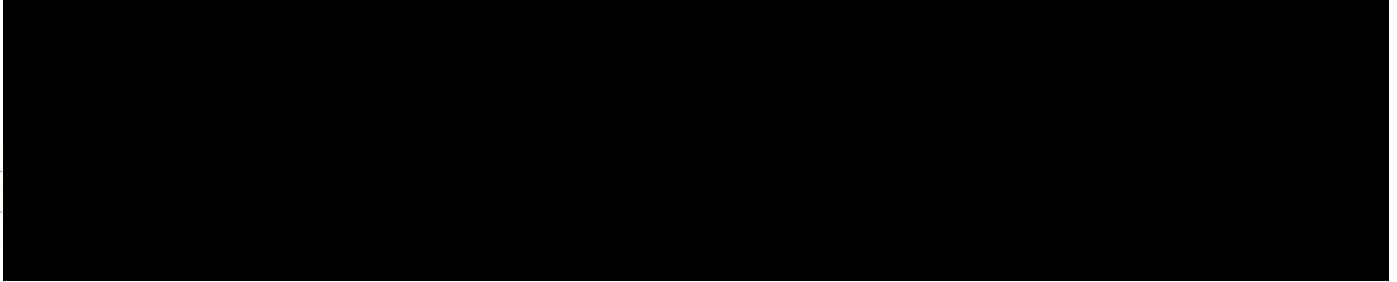
Rights Granted



Language



Licensed Territory



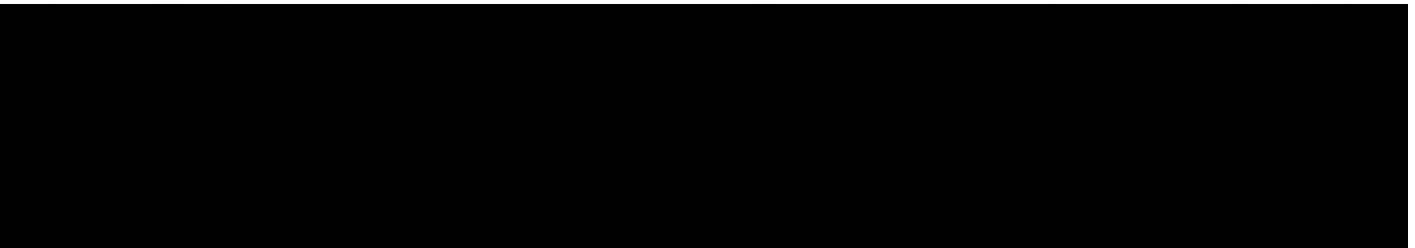
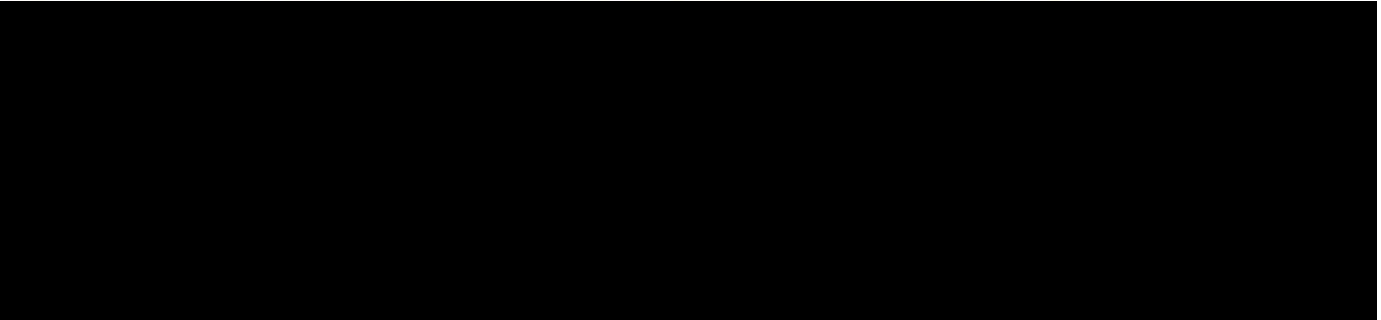
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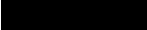
Licensed Territory



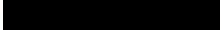
Media



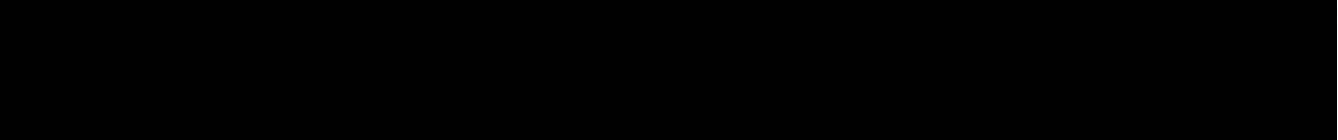
Language



Licensed Territory

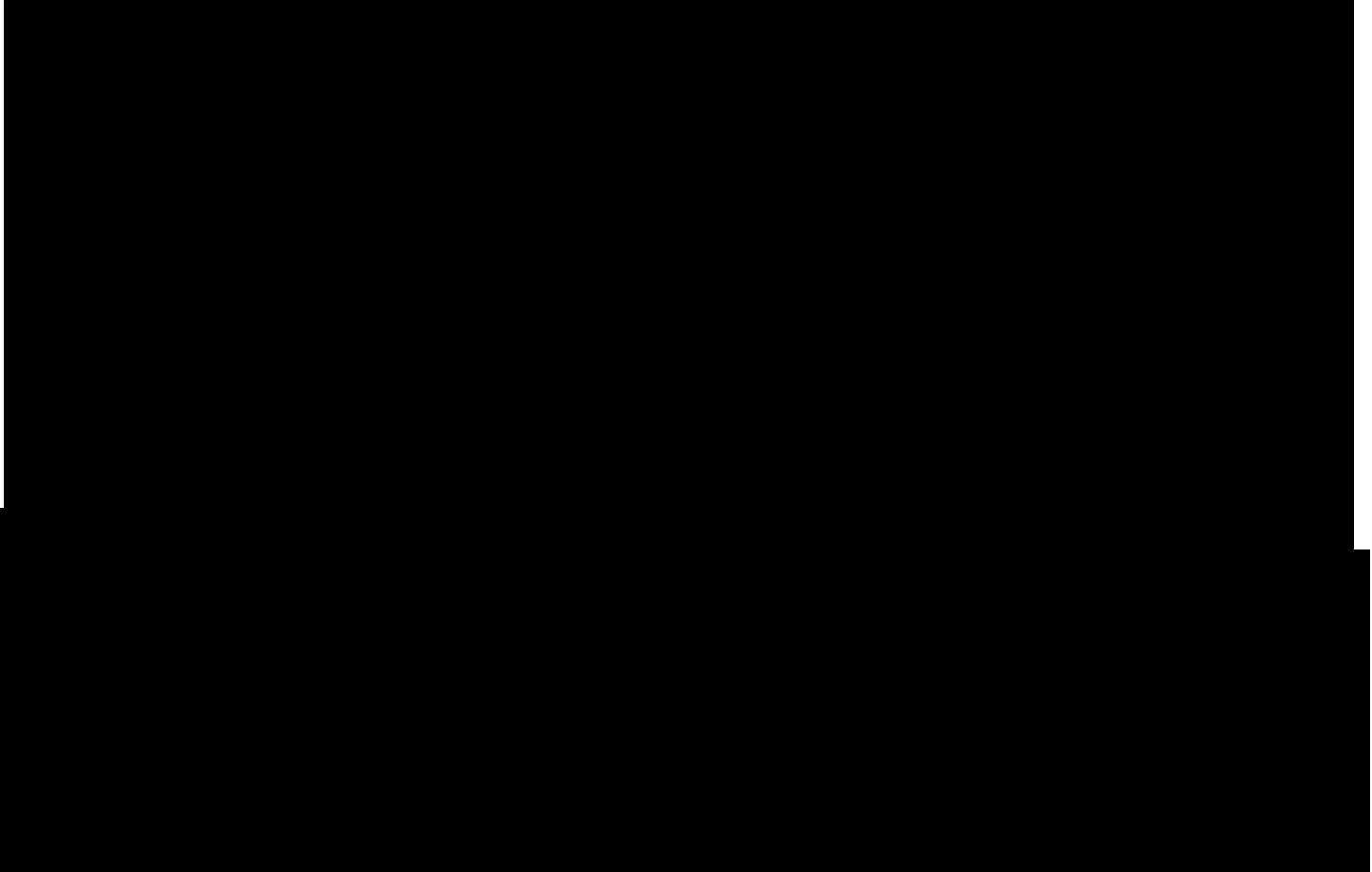
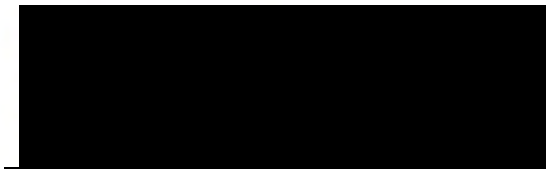
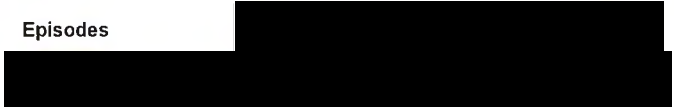


Media

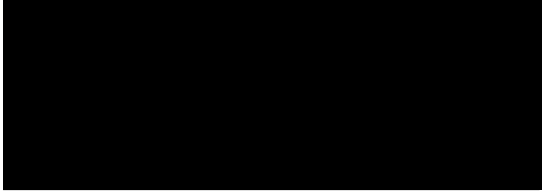
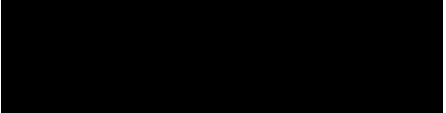




Episodes



Episodes



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[Redacted]

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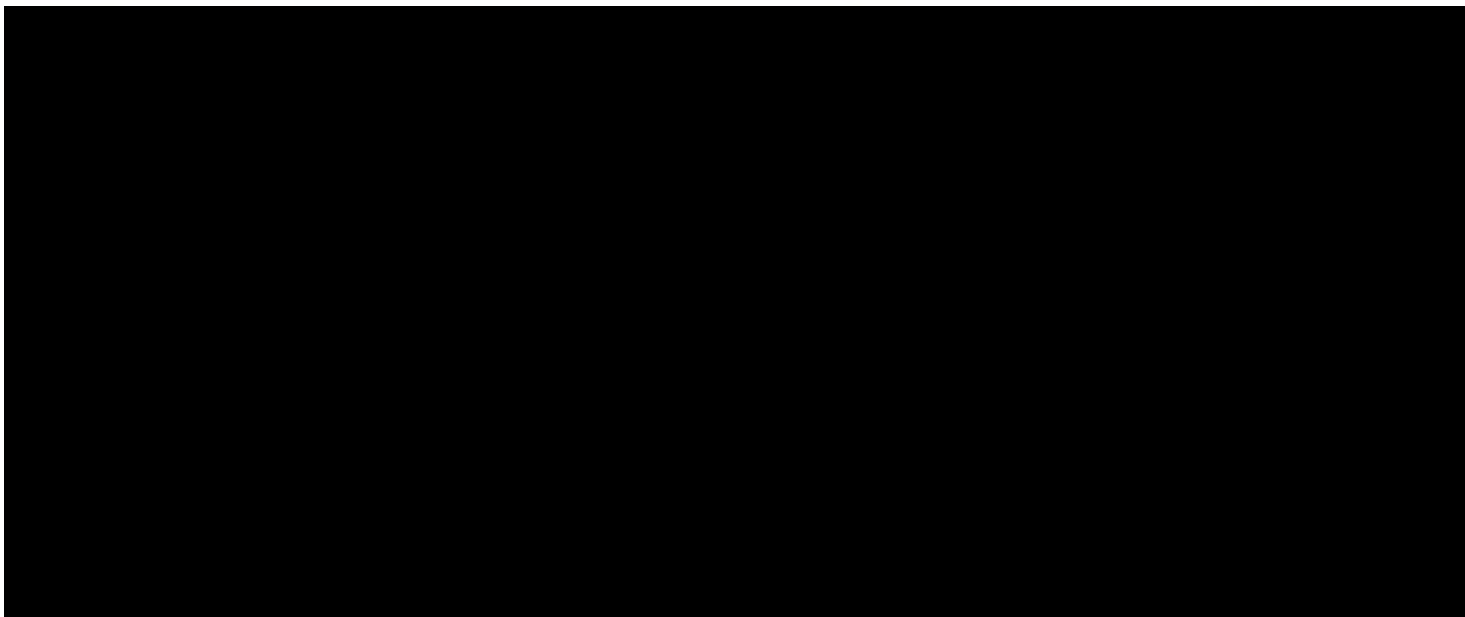
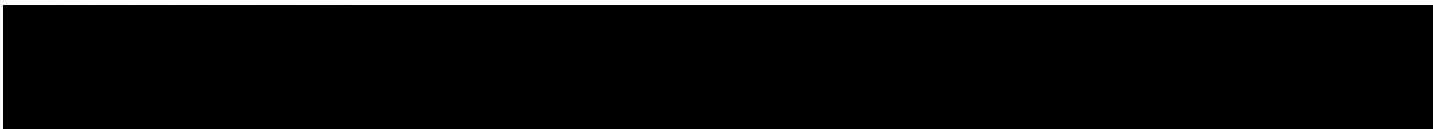
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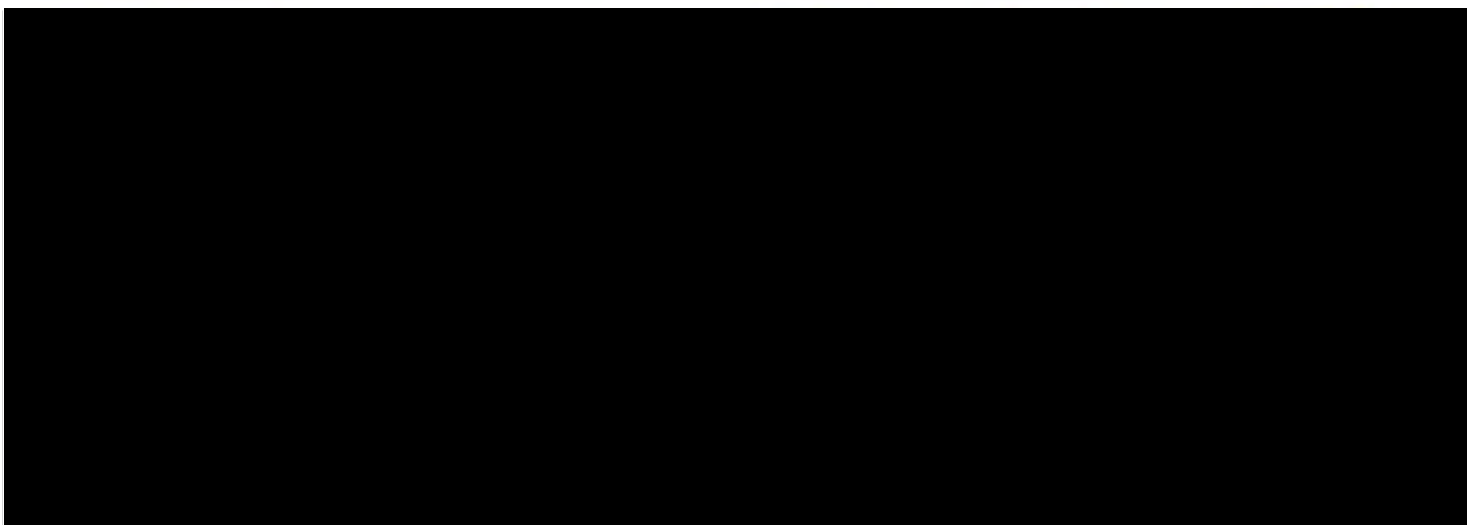
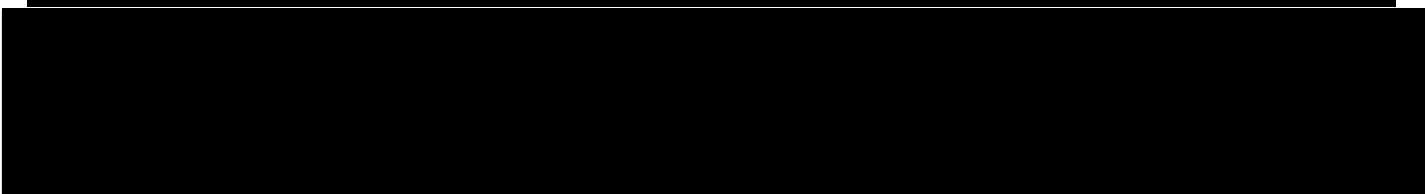
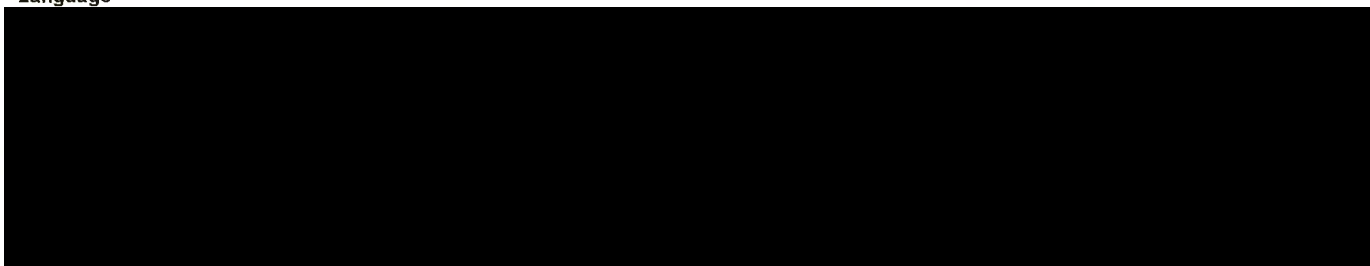
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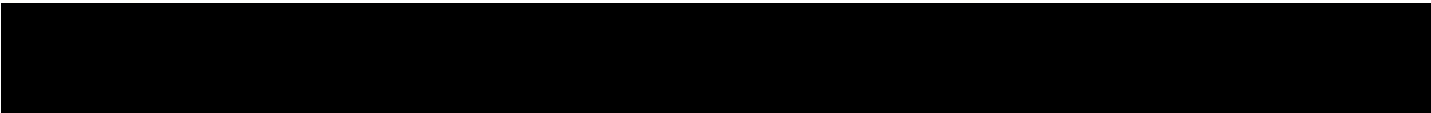
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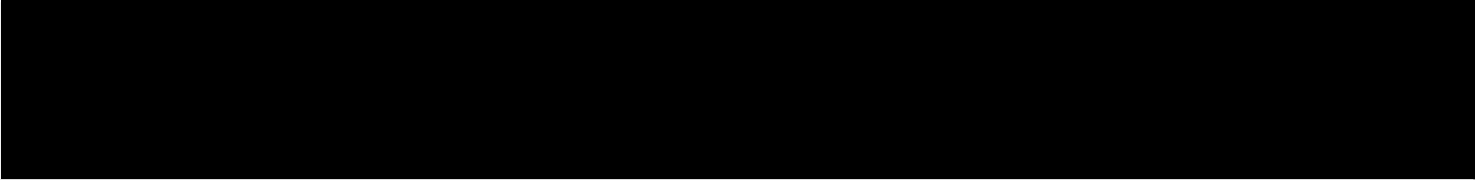
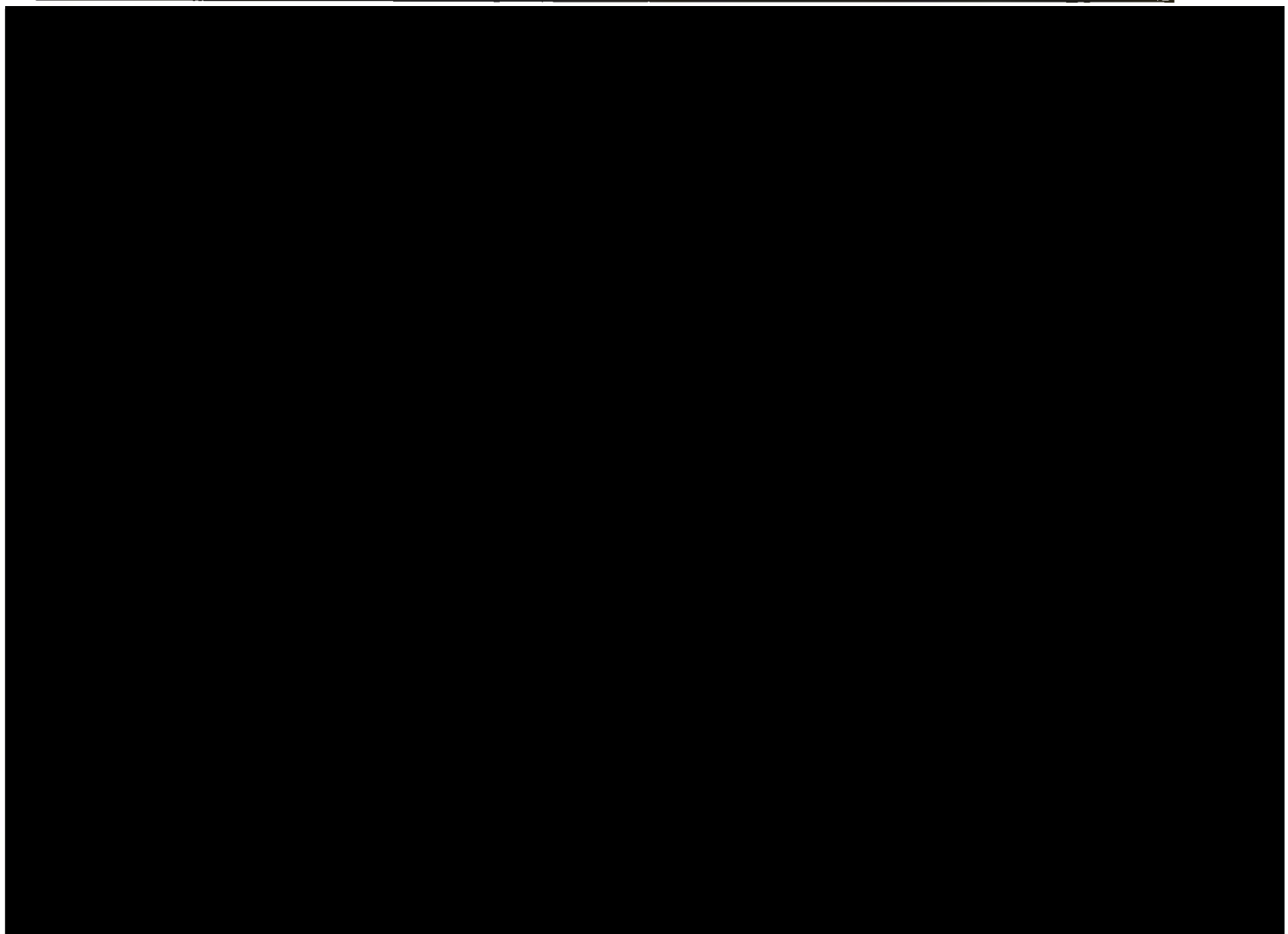
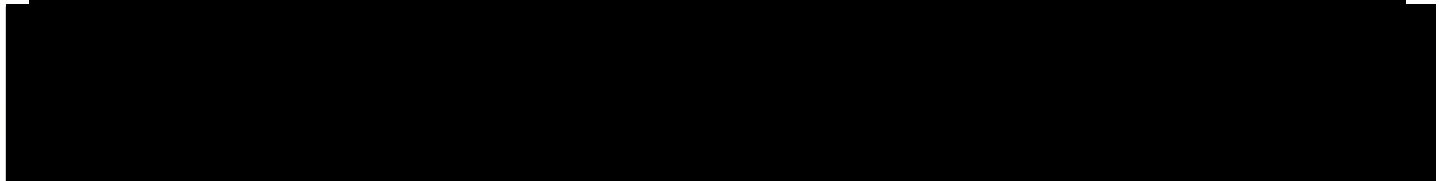
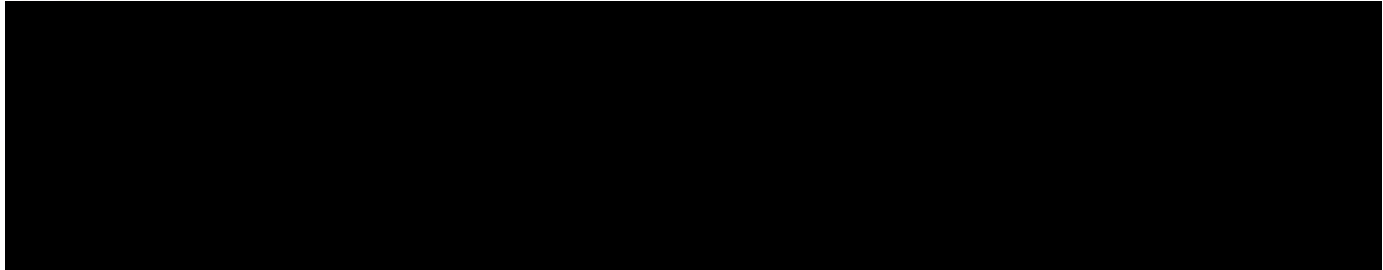


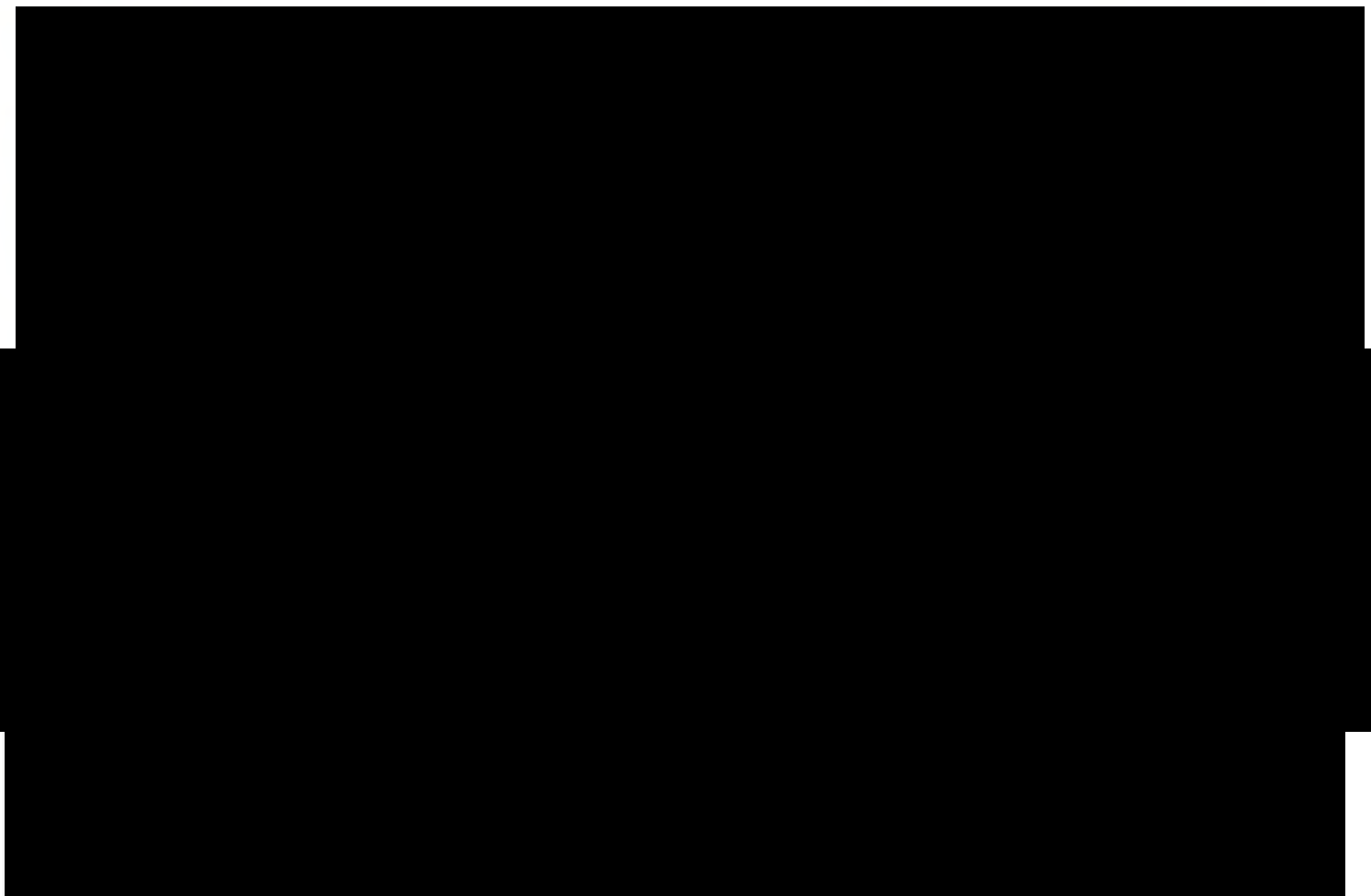
Language





Language





1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (as defined below) the following expressions shall have the following meanings and where there is any conflict between the Schedule (including the Special Conditions) and Standard Terms, the Schedule (including the Special Conditions) shall prevail:

"Advertiser Funded Basis": means no one off transaction charge or periodic charge is made to a Customer to access the Service and/or view the content thereon, but the Service is funded by advertising, sponsorship or other brand or product placement revenues;

"Agreement": the entire agreement between Licensor and Licensee containing these Standard Terms, and those terms (including the Special Conditions) listed in the Schedule;

"Associates": any reference to a person being an "associate" of another shall be interpreted in accordance with section 435 Insolvency Act 1986, and a person shall be regarded as "connected" or "associated" with any person which is an associate of his and with any company of which any director is an associate of his;

"Catch-Up Service": any Catch-Up service on which Licensee provides audio-visual content to viewers;

"Channel": the broadcast channel or channels set out in the Schedule;

"Confidential Information": any information, whether in written or any other form, which has been or may in the future be disclosed to the receiving party by or on behalf of the other party and which is identified as confidential or is clearly by its nature confidential including the terms and conditions of this Agreement or any information concerning the business or affairs of Licensee or Licensor;

"Customer": shall mean a person who is authorised to access and/or view the Programme for private non-commercial purposes only;

"Delivery Date": the date on which the parties agree the Material will be delivered or in the absence of such agreement or in respect of electronic/digital Material the actual date of such delivery and where the Material is not delivered simultaneously, the date on which the relevant Programme(s) are delivered or downloaded to or by the Licensee;

"Digital Ownership": the making available of a Programme on an On-Demand basis so that the Programme may be downloaded or otherwise accessed on a Transactional basis by the Customer for viewing permanently for an indefinite period (also known as download to own (DTO) or electronic sell-through (EST));

"Digital Rental": the making available of a Programme on an On-Demand basis so that the Programme may be downloaded or streamed by the Customer for viewing for a definite period as specified hereunder. For the avoidance of doubt Digital Rental excludes what is known in the industry as Catch-Up.

"DRM Technology": shall mean a system of security measures employed by Licensee in accordance with global industry best practice in relation to the Catch-Up Service and/or the Service and any exploitation via Internet, IPTV and Mobile, ensuring that the Programme is managed in accordance with the Rights and receivable only in the Territory;

"Free Basis": means no charge (subscription, transactional or otherwise) is made to the Customer for access and/or viewing the Service nor any content therein and where for the avoidance of doubt the Service is not made available on an Advertiser Funded Basis;

"Force Majeure": any cause preventing either party from performing any or all of its obligations which arises from or is attributable to strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, delay in transportation, failure or delay of laboratory, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors and, where they are beyond the reasonable control of the party so prevented, any other acts, events, omissions or accidents;

"Language": only the language(s) outlined in the Schedule;

"Licence Period": the period(s) outlined in the Schedule, save that notwithstanding such period, the period will expire automatically on the earliest date of either:

- (i) 7 days after completion of the Number of Transmissions; or
 - (ii) termination of this Agreement by Licensor pursuant to clauses 15 and/or 16 below;
- "Material"**: the technical material referred to in these Standard Terms and in the Schedule;
- "Number of Transmissions"**: the maximum number of transmissions per run as set out in the Schedule (but for the avoidance of doubt excluding any exploitation of the Programme on the Catch-Up Service and/or the Service);
- "On-Demand"**: means the making available of a Programme whereby the precise scheduling of the viewing of the Programme is not pre-determined by the operator of the service in which the Programme is comprised but by the Customer, who may view the Programme at a time of his or her choosing, subject always to any usage rules imposed by the service provider;
- "Programme"**: the series or serials, episodes, programmes or films specified in the Schedule (in whole and not in part, subject only to clause 10 below);
- "Reserved Rights"**: any and all rights in any Programme not expressly licensed or specifically granted to Licensee under this Agreement including the right to license, transmit or exhibit in any medium clips or segments of the Programme of up to four (4) minutes in length;
- "Rights"**: only those rights specified in the Schedule, all of which are non-exclusive in respect to any ITV, Licensor or affiliate owned or part-owned channel, where the following definitions shall apply:
- (i) 'Free Analogue Terrestrial Television': the transmission of the Programme to Customers via a network of terrestrial transmitters by which signals are transmitted terrestrially in analogue form using Hertzian waves from fixed land-based transmission stations for reception by conventional roof-top or other appropriate transmission receiving apparatus in the Territory. For the avoidance of doubt, the Licensee may effect or authorise the simultaneous broadcast of the Analogue Terrestrial Television signal by means of Cable, Satellite and Digital Terrestrial Television in any particular country of the Territory where the Licensee has exclusive rights by means of Analogue Terrestrial Television;
 - (ii) 'Basic Analogue Cable': the distribution or transmission of the Programme via an analogue Cable network where no charge is made to the viewer specifically for access to or viewing of the channel or service in which the Programme is included (a regular, periodic non-premium charge to a subscriber for access to a basic package of programmes or channels shall not be treated as a charge);
 - (iii) 'Basic Analogue Satellite': the distribution or transmission of the Programme via analogue Satellite where no charge is made to the viewer specifically for access to or viewing of the channel or service in which the Programme is included (a regular, periodic non-premium charge to a subscriber for access to a basic package of programmes or channels shall not be treated as a charge);
 - (iv) 'Cable': the distribution or transmission of the Programme to Customers via any coaxial, fibre-optic or any other form of cable network (including by means of digital subscriber line (DSL), asymmetric digital subscriber line (ADSL) and partial retransmission via Multipoint Microwave Distribution System (MMDS)), transmissions via which are for reception on equipment programmed to restrict access to authorised users only. Cable shall exclude the Internet and IPTV;
 - (v) 'Catch-Up': the distribution or transmission of the Programme to Customers via any non-linear On-Demand programme service operated by or under the control of Licensee which comprises the point to point transmission of programmes at the instigation of and at a time scheduled solely by the viewer and not from a selection of viewing times pre-established or scheduled by Licensee via any media but provided that (i) the user of such service is not entitled to keep a copy of any programmes so transmitted for longer than seven (7) days following the first permitted

- transmission of an episode of the Programme on the Channel (or in any case on a permanent or indefinite basis); (ii) such service is branded with the same branding as the Channel and is operated by Licensee or, with Licensor's prior written approval, a third party platform operator as an extension of or in conjunction with the Channel and only to those persons who are subscribers to or otherwise able to access and view the Channel (but for no incremental subscription or other fees over and above any fees payable for access to the Channel); and (iii) the Programme is only made available on such service for up to seven (7) days following the first permitted transmission of an episode of the Programme on the Channel;
- (vi) 'Closed Circuit Television': the transmission of the Programme by individually wired systems which do not in themselves constitute cable programme services and in which programmes are relayed to an audience who are confined to a limited area, including hotels, oil rigs, buses, ships and trains;
 - (vii) 'Digital Cable': the distribution or transmission of the Programme via a digital Cable network where no charge is made to the viewer specifically for access to or viewing of the channel or service in which the Programme is included (a regular, periodic non-premium charge to a subscriber for access to a basic package of programmes or channels shall not be treated as a charge);
 - (viii) 'Digital Satellite': the distribution or transmission of the Programme via digital satellite where no charge is made to the viewer specifically for access to or viewing of the channel or service in which the Programme is included (a regular, periodic non-premium charge to a subscriber for access to a basic package of programmes or channels shall not be treated as a charge);
 - (ix) 'Digital Terrestrial Television': the transmission of the Programme to Customers via signals transmitted terrestrially in digital form using the DVB-T transmission standard for reception by conventional roof-top or other appropriate transmission receiving apparatus in the Territory;
 - (x) 'In-flight': the transmission of the Programme to an audience who are confined to an aeroplane;
 - (xi) 'Internet': the transmission of the Programme to Customers via the global collection of interconnected computer networks utilising TCP/IP protocols and/or related protocols including the worldwide web and any subset thereof, whereby audio visual data is transmitted in viewable format;
 - (xii) 'IPTV': the transmission of the Programme to Customers via any form of access controlled technology enabling the transmission of the Programme via TCP/IP or related protocols but only to equipment programmed with software to restrict access to authorised users only. For the avoidance of doubt, IPTV excludes Internet;
 - (xiii) 'Mobile': the transmission of the Programme to Customers via a wireless telecommunications network which uses radio frequency spectrum (in any band) enabling the transmission of the Programme to mobile telephones, cellular telephones or similar handheld telecommunication devices capable of receiving and sending telecommunication signals and data (whether voice-only data or audio-visual data or otherwise). For the avoidance of doubt, Mobile shall exclude Internet;
 - (xiv) 'Near Video on Demand': the transmission of the Programme via a dedicated broadcast stream which offers Customers the opportunity to view the Programme at alternative and frequent start times pre-determined by the operator of the service;
 - (xv) 'Non-Theatrical': the exhibition of a Programme to any school or university or charity or college or film appreciation society or government departments or any private audience of non-fee paying viewers or any private audience of fee-paying viewers in circumstances where any fee which is paid by all or any such viewers is not paid primarily or principally for the purpose of viewing the Programme;
 - (xvi) 'Pay Cable': the transmission of the Programme by means of analogue or digital Cable where the Customer makes a specific payment for the privilege of viewing the channel or service on which the Programme is included;
 - (xvii) 'Pay Digital Terrestrial Television': the transmission of the Programme by means of Digital Terrestrial Television where the Customer makes a specific payment for the privilege of viewing the channel or service on which the Programme is included;
 - (xviii) 'Pay Per View': the transmission of the Programme where the Programme itself is only receivable by the viewer on payment of a specific fee or charge in addition to a subscriber fee (if any) payable for reception of the service on which the Programme is broadcast at a time scheduled by the operator of the service [(and industry so-called near-video-on-demand)];
 - (xix) 'Pay Satellite': the transmission of the Programme by means of analogue or digital Satellite where the Customer makes a specific payment for the privilege of viewing the channel or service on which the Programme is included;
 - (xx) 'Satellite': the transmission of the Programme to Customers via analogue or digital satellite systems which include the transmission of signals directly from a satellite to a satellite dish at the place of reception for the purpose of viewing on specialised equipment including the transmission of the Programme by means of an encrypted satellite signal to a viewer's set top box whereby the viewer is then able to access Programmes from the set top box on an on-demand basis (i.e. push VOD);
 - (xxi) "SVOD (subscription video on demand)": means the making available of a Programme for the Customer to view on a Digital Rental and Subscription Basis and which for the avoidance of doubt excludes any Digital Ownership Rights;
 - (xxii) "TVOD (transactional video on demand)": means the making available of a Programme for the Customer to view on a Digital Rental and Transactional Basis and which for the avoidance of doubt excludes any Digital Ownership Rights;
 - (xxiii) "AVOD (advertiser funded video on demand)": means the making available of a Programme for the Customer to view on a Digital Rental and Advertiser Funded Basis and which for the avoidance of doubt excludes any Digital Ownership Rights;
 - (xxiv) "FVOD (free video on demand)": means the making available of a Programme for the Customer to view on a Digital Rental and Free basis and which for the avoidance of doubt excludes any Digital Ownership Rights.
- "Sales Tax": means value added tax or any equivalent or similar value added, sales, consumption or turnover tax imposed or introduced;
- "Schedule": the schedule containing the special and/or other terms between Licensor and Licensee (defined therein) to which these Standard Terms are annexed and form part to comprise this Agreement;
- "Service" means the On-Demand services owned, operated and controlled by Licensee, as the same are more particularly listed in the Schedule;
- "Special Conditions": those special terms agreed between Licensor and Licensee described in the Schedule and incorporated as part of this Agreement;
- "Subscription Basis": means a periodic charge is made (whether incremental to a linear subscription or not) for the user to access the Service and/or content thereon;
- "Territory": only that territory outlined in the Schedule;
- "Total Contract Value": the consideration outlined in the Schedule;
- "Transactional Basis": means a one-off transaction charge is made to the Customer for viewing that Programme.
- In this Agreement:
- 1.2.1 all references to the singular shall include the plural and vice versa;
 - 1.2.2 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall

be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.3 clause headings are for information purposes only and do not constitute a part thereof and are not intended to be referred to in the construction of any term or provision of the Standard Terms; and

1.2.4 any reference to a statute, statutory provision, subordinate legislation, code or guideline is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

2. LICENCE

In consideration of payment of the Total Contract Value Licensor hereby grants to Licensee and Licensee hereby accepts a licence of the Rights in the Programme such that Licensee may make the Programme available on the Channel (and/or if applicable on the Catch-Up Service and/or the Service) in the Language for the Number of Transmissions in the Territory during the Licence Period. Subject to the terms of this Agreement, save for the right to promote the Programme in accordance with clause 10 below, any permitted performance of any part of the Programme shall constitute a complete performance of the whole of that Programme for the purpose of the Number of Transmissions. The Reserved Rights are hereby expressly and exclusively reserved to Licensor.

3. LICENSOR WARRANTY

3.1 Subject to clause 3.2 Licensor warrants to Licensee that:

3.1.1 It is entitled to enter into this Agreement and make the grant of Rights to Licensee.

3.1.2 The Programme does not to the best of Licensor's knowledge and belief under English law infringe or violate the rights of any person in respect of copyright, trade marks, trade names, patents, defamation, privacy or publicity or confidentiality.

3.1.3 Save as set out in clause 4.1.6 below, it has obtained or will obtain all clearances and has paid or will pay for all residuals and other payments in respect of any material or performance contributed by an author, writer, artist, musician, producer, director or crew, music, archive or stills and payable as a result of the exercise by Licensee of the Rights in the Programme.

3.2 Save for clause 3.1 above, Licensor makes no warranties and gives no assurances in respect of the Licensee's use of the Programme in the Territory and Licensee acknowledges and agrees that it shall be Licensee's responsibility to ensure that the Programme complies for use by Licensee in the Territory. In particular, Licensor has not undertaken a Programme title clearance search in the Territory and Licensor makes no warranties and gives no assurances in respect of the Licensee's use of the title/titles of the Programme in the Territory.

4. LICENSEE WARRANTY

4.1 Licensee represents, warrants and undertakes that:

4.1.1 It is a duly incorporated company pursuant to the laws of a country within the Territory and has the power and authority to enter into and shall fully perform all of its obligations set out in this Agreement.

4.1.2 It will not broadcast, disseminate, transmit, re-transmit, make available or authorise the broadcast or reception or re-transmission or making available or any other exploitation of the Programme other than strictly in accordance with the terms of this Agreement and in any event it will not schedule or make available the Programme in any way which might reasonably be expected to or which does in fact impair the integrity of the Programme and/or damage the reputation of Licensor and/or its Associates and/or the Programme.

4.1.3 It shall observe and comply with all contractual restrictions and credit obligations imposed on Licensor in respect of any Programme, as notified upon delivery of the Programme and from time to time thereafter upon prior written notice by Licensor.

4.1.4 It will promote the Programme on a fair and non-discriminatory basis vis a vis similar programming from third party suppliers and shall give due prominence in any publicity related to the Programme under the control of Licensee and use its reasonable endeavours to ensure prominence in other publicity not under its

direct control, to the name of Licensor and display of its logo as distributor of the Programme.

4.1.5 It will promptly notify Licensor of any infringement or breach of the copyright or other rights in the Programme (including plagiarism) as shall come to the attention of Licensee.

4.1.6 It shall in respect of the music in the Programme (i) make all necessary payments and returns to any and all relevant collecting societies in the Territory in respect of the public performance and making available of such music and/or (ii) make all necessary clearances, payments and returns in respect of the mechanical and synchronisation royalties due to composers, lyricists and publishers of all music embodied in the soundtrack of the Programme, arising from the exercise by Licensee of the Digital Rental and/or Digital Ownership Rights granted, directly to the music publishers or any collecting society or third parties on behalf of such music publishers in the Territory or relating to the Territory and/or (iii) make any other clearances necessary in and/or for the Territory, which arise by reason of the exercise by Licensee of the Rights.

4.1.7 It shall not use or authorise the use of any name, likeness or voice of any person appearing in any Programme to endorse the use of any product or service (including the Channel, the Catch-Up Service and the Service).

4.1.8 It shall comply with all laws and regulations concerning the distribution, broadcast, transmission, exhibition and or supply of the Programme in the Territory (and otherwise in connection with its exercise of the Rights in the Programme) including but not limited to, in relation to anti-corruption and international sanctions.

4.1.9 There are no existing or, to the best of Licensee's knowledge and belief, threatened claims or litigation which would adversely affect or impair Licensee's ability to perform under this Agreement.

4.1.10 It has not and shall not at any time create or allow to be created any liens or encumbrances in respect of the Rights or enter into any agreements which might conflict or interfere with any of the provisions of this Agreement.

4.1.11 It shall ensure that its exploitation of the Programme complies with the brand guidelines for the Programme (if any) provided by Licensor from time to time, including any approvals required to be sought as specified in the brand guidelines.

5. DELIVERY AND ACCEPTANCE

5.1 Licensor shall at Licensee's cost deliver the Material to Licensee at the address set out in the Schedule or such other place as Licensee shall reasonably designate, upon full execution of this Agreement and payment of the Total Contract Value (or part thereof as set out in the Schedule), subject to availability of Material.

5.2 If Licensee (acting reasonably and in good faith at all times) finds the Material is so technically defective as to render its exploitation of the Programme as envisaged hereunder impossible, it shall within forty five (45) days of receipt (i) send a technical report to Licensor identifying the technical reasons for such rejection and such reasonable verification as Licensor may require ("Report") and (ii) return the Material concerned (together with the Report the "Defect Information") to Licensor. Within thirty (30) days of Licensor's receipt of the Defect Information Licensor shall (if available) dispatch alternative relevant Material to Licensee ("Replacement Materials") at Licensor's sole cost and expense. For the avoidance of doubt, should Licensee serve Licensor with the Defect Information in accordance with this clause 5.2, Licensor shall have no obligation whatsoever to deliver the Replacement Materials to Licensee on or before the Delivery Date.

5.3 Where Licensor is not able to supply Licensee with Replacement Materials within either thirty (30) days of Licensor's receipt of the Defect Information or thirty (30) days of the Delivery Date (whichever is later) Licensor shall notify Licensee and Licensee shall have the option of either: (i) accepting a substitute programme (if available) in place of the Programme ("Substitute Programme"); or (ii) accepting a refund of the Total Contract Value (or due proportion

- thereof) PROVIDED THAT Licensee agrees to use all reasonable endeavours to accept a Substitute Programme if available and the Delivery and acceptance procedure set out in this clause 5 shall be repeated in respect of the Substitute Programme and Licensee acknowledges and agrees that this clause constitutes the total and entire liability of Licensor to Licensee in respect of Licensee's inability to transmit the Programme due to it receiving defective Material.
- 5.4 For the avoidance of doubt Licensee shall not be entitled to reject (or receive a refund for) any Material and/or Replacement Materials which have been previously used by Licensee or any party authorised by Licensee (to the extent permitted by this Agreement) to make the Programmes available. Any additional material required by Licensee during the Licence Period shall be supplied at the expense of Licensee unless otherwise specified in the Schedule.
- 5.5 The documentation delivery material (such as scripts, music cue sheets and images) will be delivered to licensees via the Licensor's website www.itvstudios.com ("Website"). If such material is available on the Website, such material shall be deemed to have been delivered to and accepted by Licensee. In the event that such documentation is not available via the Website, physical delivery will take place in accordance with the terms of this Agreement.
- 5.6 Where the Material to be delivered is stipulated in the Schedule as being a digital file, such digital file may only be available for download within a set time period (the "Master Download Period"). If such Master Download Period applies, Licensee shall be notified accordingly. If Licensee fails to download the digital file within the Master Download Period, Licensee shall pay an additional Materials Charge to enable it to access the digital file at an alternative time.
- 6. OWNERSHIP AND DESTRUCTION OF MATERIALS**
- 6.1 Ownership in and to the Material, including copyright, shall remain with Licensor at all times notwithstanding that Licensee shall be on risk and liable for any damage to the Material upon delivery and shall insure the Material until it is destroyed in accordance with the provisions of this clause.
- 6.2 The Material as stipulated in the Schedule shall be supplied on a "purchased" basis to the Licensee. Licensee shall destroy, at its own expense, all Material and any other material (other than expendable publicity material) supplied by Licensor or made by or at the direction of Licensee with permission of Licensor, when requested by Licensor and in any event upon the earlier to occur of (i) the expiration of the Licence Period, and (ii) completion of the purpose for which the Material was supplied. Upon destruction, Licensee shall provide to Licensor an appropriate certificate of destruction of the Materials. In the event that Licensee creates a digital copy of the Programme, in addition to destroying the Material, Licensee shall return a copy of the digital master of the Programme to Licensor (together with any and all other copies made by Licensee at Licensor's direction).
- 6.3 In the event that the master(s) shall be stolen, lost or destroyed during the currency of this Agreement, Licensee shall notify Licensor immediately and furnish Licensor with detailed affidavits setting out the circumstances of such theft, loss or destruction and at its own expense take such steps for recovery of the master(s) as Licensor may reasonably require.
- 6.4 The Licensee hereby acknowledges that persistent failure by Licensee to destroy Materials pursuant to this clause 6 (or pursuant to any other agreement(s) between Licensee and Licensor) shall be deemed a material breach of this Agreement.
- 7. EDITING RESTRICTIONS**
- 7.1 Licensee shall exhibit the Programme in the form delivered by Licensor and shall not cut, add to or otherwise alter or edit the Programme or the title of the Programme without obtaining Licensor's prior written approval other than for the purposes of: (i) creating a Foreign Language Version (as defined below) of the Programme in accordance with this Agreement; (ii) conforming with the requirements of any local and/or official censor or regulatory authority; (iii) conforming to a standard linear television running time, provided that such cuts, additions or other alterations or edits shall not in total amount to more than 3.5% of the original running time of the Programme and/or (iv) inserting commercials at appropriate points, provided (in each case) that Licensee shall not delete any main or end title or any credits or copyright notice nor shall any editing, cutting, additions or altering impair or substantially detract from the quality, meaning, integrity or continuity of the editorial approach or content of the Programme. Any editing, addition, cutting or alteration shall be at Licensee's sole cost and expense.
- 7.2 Other than the logo of the Channel, which may appear on screen in accordance with industry standards, Licensee shall not permit any advertising or marketing to appear on screen during transmission of the Programme (it being acknowledged that when the Programme is made available on the Catch-Up Service and/or the Service, Licensee may allow other material to appear on screen while the Programme is viewed provided that Customers have the ability to view the Programme "full screen", i.e. without any other material appearing on screen).
- 8. FOREIGN LANGUAGE VERSION**
- 8.1 Unless the Materials are already subtitled and/or dubbed or the Programme was originally produced in the Language, Licensee shall be entitled to subtitle and/or dub the Programme into the Language (the "Foreign Language Version") provided that (i) Licensee promptly informs Licensor of its election to create the Foreign Language Version (ii) such Foreign Language Version accurately conforms in all material respects to the original language version and script of the Programme; (iii) Licensee observes all relevant restrictions applicable to artists, all third parties contractual and guild/union restrictions and requirements, and technical specifications notified to Licensee; (iv) Licensee shall be responsible for fully clearing all rights in and to such Foreign Language Version on a worldwide basis and for paying all sums, including residuals, due to artists and other third parties involved in the creation of the Foreign Language Version in respect of any such rights; (v) Licensee shall within thirty (30) days of completion of the Foreign Language Version inform Licensor of the costs of creating the Foreign Language Version; and (vi) Licensee shall not alter the title of the Programme, except for a direct foreign language translation, without the prior written consent of Licensor and subject to an intellectual property rights clearance of such new title.
- 8.2 Where the Licensor provides the Licensee with a Foreign Language Version, the Licensee acknowledges that all copyright in the Foreign Language Version is owned by the Licensor and use of the Foreign Language Version by the Licensee is subject to the terms of this Agreement. If the Licensor has agreed, pursuant to the terms of this Agreement, that the Licensee shall produce, or arrange the production of, the Foreign Language Version then notwithstanding anything to the contrary herein, the Licensee hereby assigns to the Licensor by way of present assignment of future copyright, with full title guarantee, copyright ownership and all other like rights, and where assignment is not possible Licensee shall procure the waiver of such rights, in the Foreign Language Version subject to the Licensee reserving a non-exclusive licence to exploit the Foreign Language Version consistent with the exercise of its rights to the Programme under this Agreement.
- 8.3 Licensee shall permit Licensor or its authorised third party during the Licence Period and thereafter full access to a HDCAM SR master tape of the Foreign Language Version for the purposes of manufacturing copies and if requested by Licensor provide (or procure the provision of) copies of such version at laboratory cost. Licensee hereby acknowledges that Licensor is entitled, in perpetuity, to exploit the Foreign Language Version in all media throughout the world (but Licensor agrees not to exploit the Foreign Language Version in the Territory during the Licence Period in contravention of Licensee's Rights). Licensor shall reimburse Licensee such proportion of the actual, reasonable and verifiable costs incurred by Licensee in creating the Foreign Language Version if and when Licensor uses the same (less any artist costs that Licensor is, without prejudice to clause 8.1 (iv), required to incur) as set out in the Special Conditions. Licensee shall use best endeavours to minimise any payments due to any third party upon Licensor's exploitation of such Foreign Language Version throughout the world and shall inform Licensor of all such payments (if any).

9. **CATCH-UP AND/OR ON DEMAND VERSION**
- 9.1 If the Rights include any exploitation of the Programme on a Catch-Up basis and/or On-Demand basis, Licensee may adapt the Programme solely to the extent necessary to enable it to be transmitted on the Catch-Up Service and/or the Service and shall be entitled to aggregate, encode and index the Programme and associate any relevant metadata provided by Licensor with the Programme and in any event Licensee shall incorporate the DRM Technology into the Programme.
- 9.2 Licensee shall ensure that any Programme containing any signals, flags, identifying codes, watermarks and/or copy protection codes provided by Licensor from time to time shall not be removed from the Programme provided always that such signals, flags, identifying codes, watermarks and/or copy protection codes provided by Licensor are compatible with the Catch-Up Service and/or the Service technology.
- 9.3 Licensee shall provide reasonable cooperation to Licensor in preventing unauthorised access to and transmission, copying, modification, use and/or distribution of the Programme resulting from its inclusion on the Catch-Up Service and/or the Service. Such cooperation may include:
- 9.3.1 notifying persons of their unauthorised access to, transmission, copying, modification, use and/or distribution of the Programme;
- 9.3.2 providing Licensor with information in relation to users of the Catch-Up Service and/or the Service who are suspected of transmission, copying, modification, use and/or distribution of the Programme and/or of the nature of the suspected unauthorised transmission, copying, modification, use and/or distribution of the Programme, to the extent the same is available to Licensee and such disclosure is permitted by law;
- 9.3.3 providing Licensor with information about changes to the DRM Technology from time to time (including material changes to terms and conditions in the agreement with the users of the Catch-Up Service and/or the Service); and
- 9.3.4 joining in, commencing and/or providing reasonable assistance with proceedings against Customers or others in connection with unauthorised transmission, copying, modification, use and/or distribution of the Programme in accordance with the provisions of clause 19 below.
10. **PROMOTIONAL RIGHTS**
- 10.1 Licensee shall have the non-exclusive right for the duration of the Licence Period to promote the Programme, including by way of broadcasting extracts from the Programme, up to three (3) minutes duration in all media including the internet, for advertisements, trails, broadcast comment and review, showreels, electronic press kits and other electronic products produced for promotional purposes for the Programme only and not for the purpose of any merchandising, product endorsement or other tie-up independent of the Programme.
- 10.2 Notwithstanding anything to the contrary herein Licensor makes no warranties and gives no assurances as to whether or not any third party owned footage or material that is embodied within the Programme (e.g. music and stills) is available for Licensee to use in its creation of its own promotional material, and should Licensee wish to use such third party footage to create its own promotional material in accordance with 10.1 above, Licensee shall be responsible for clearing and paying for any rights in respect of the same.
11. **CENSORSHIP**
- 11.1 Licensee agrees that Licensor makes no representations or warranties either present or future with respect to the procurement of any licence required by Licensee that the Programme complies with any censorship or regulatory requirement which may be required or imposed by any governmental or regulatory body in the Territory.
- 11.2 Within forty five (45) days of receipt of the Material under clause 5, Licensee may notify Licensor if it is unable to exploit the Programme as envisaged in this Agreement due to censorship restrictions and without making substantial edits to the Programme. On receipt of such notice Licensor and Licensee shall discuss in good faith the options available.
12. **TRANSMISSION DATES**
- Upon request by Licensor, Licensee shall provide the following to Licensor: (i) the date of each transmission of the Programme; (ii) copies of any reviews or audience ratings available to Licensee relating to the Programme and published in the Territory; (iii) the local name/title of the Programme; and (iv) number of views of the Programme via the Catch Up Service and/or the Service. If so requested, Licensee shall provide such information within thirty (30) days of each transmission.
13. **SERVICE AND SECURITY**
- 13.1 Licensee may only make the Programme available via the Catch-Up Service and/or the Service if and to the extent that the Catch-Up Service (and the availability of the Programme on such Catch-Up Service) and/or the Service (and the availability of the Programme on such Service) utilises a form of DRM Technology which (i) ensures that the Programme is only made available on the Catch-Up Service and/or the Service within the scope of the Rights granted; (ii) imposes upon Customers the content usage rules set out at clause 13.5; and (iii) is approved in advance by Licensor and the following technologies are hereby pre-approved:
- for download services:
- (i) Windows Media Player;
- (ii) Adobe Air;
- for streamed services:
- (iii) Adobe Flash;
- (iv) Microsoft Silverlight;
- (v) Apple QuickTime.
- 13.2 In the event Licensor becomes aware of any breach and/or failure of the DRM Technology that results in the unauthorised copying of any or all of the Programme from the Catch-Up Service and/or the Service at a level which is unacceptable to Licensor, Licensor shall so notify Licensee in writing and the exploitation of the Programme via the Catch-Up Service and/or the Service will be suspended during the continuation of any such breach and/or failure of the DRM Technology.
- 13.3 In the event Licensee becomes aware of any breach and/or failure of the DRM Technology that results in the unauthorised copying of any or all of the Programme from the Catch-Up Service and/or the Service Licensee shall notify Licensor within six (6) hours of becoming aware of such breach and the exploitation of the Programme via the Catch-Up Service and/or the Service will be suspended during the continuation of any such breach and/or failure of the DRM Technology.
- 13.4 During a period of suspension as set out in clauses 13.2 and 13.3, Licensee shall ensure that the Programme (in whole or in part) shall not be available to Customers on the Catch-Up Service and/or the Service, provided that if the suspension continues for a period greater than four (4) consecutive months or an aggregate of four (4) months in any twelve (12) month period, then either party may, by notice in writing to the other, request the amendment of this Agreement to remove from the Rights any exploitation of the Programme on a Catch-Up basis and/or On-Demand basis.
- 13.5 In making available any Programme on the Catch-Up Service and/or the Service pursuant to this Agreement, Licensee shall ensure that Customers may make use of such Programme in accordance with the following rules. In all instances, Customers may only use the Programme for personal use and all of the rules set out below must be incorporated in the terms and conditions for the use of the Catch-Up Service and/or the Service:
- 13.5.1 Anti-copying: Customers shall not be able to undertake any modification of the Programme nor any unauthorised downloading, copying, file sharing, modification, distribution and/or any other method of duplicating and/or storing the Programme on to any device now known or hereafter devised.
- 13.5.2 Geo-filtering: No person shall be able to access or view the Programme outside the Territory.
- 13.5.3 Digital Rental: For Programmes that are made available on a Digital Rental basis, Customers shall not be able to store or retain such Programmes on the applicable device for more than forty eight (48) hours following the initial transfer of the Programme to such Customers.

- 13.5.4 Digital Ownership: For programmes that are made available via Digital Ownership, Customers shall be able to download such Programme once on to no more than one device.
- 13.6 Licensee shall not part with control or possession of the master of the Programme. In the event that the master shall be stolen, lost or destroyed during the Licence Period, Licensee shall notify Licensor immediately and at Licensor's reasonable request shall furnish Licensor with detailed affidavits setting out the circumstances of such theft, loss or destruction.
14. **PAYMENT**
- 14.1 Payment of the Total Contract Value and any other sums owed shall be due and payable at the time or times specified in the Schedule and shall be made to Licensor at its office in England or into any account stipulated by Licensor in the currency stipulated in the Schedule.
- 14.2 Licensee agrees that time for payment of the Total Contract Value and any other sums owed is of the essence of this Agreement and any failure to do so on the part of Licensee shall constitute a material breach.
- 14.3 If Licensee fails to pay by the due date any amount payable by it under this Agreement, Licensor shall be entitled to charge Licensee interest on the overdue amount, payable by Licensee immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of four (4) per cent per annum above the base rate for the time being of Barclay's Bank Plc. subject to a floor of eight (8) per cent per annum. Such interest shall accrue on a daily basis and be compounded monthly. Any interest charged in accordance with this clause shall be without prejudice to any other rights, remedies or action Licensor may have against Licensee.
- 14.4 In the event of any failure by Licensee to make full payment to Licensor of any and all amounts due to Licensor pursuant to this Agreement in the currency specified in the Schedule, Licensee shall be responsible for all reasonable costs and expenses (including reasonable legal fees) incurred by Licensor or its agents in collecting such amounts.
15. **TERMINATION**
- 15.1 This Agreement may be terminated at any time by either party providing written notice to the other party in the event that:
- 15.1.1 the other party shall be in breach of any of its material obligations or terms under these Standard Terms or the Schedule (or where Licensor is the terminating party if Licensee shall be in breach of any of its material obligations or terms under any other agreement between Licensee and Licensor) and in the case of a breach capable of remedy shall not have remedied the same within fourteen (14) days of notice requiring the remedy of such breach (it being acknowledged that no casual or inadvertent breach of clause 3.1.3 hereunder shall give rise to a right of termination under this clause);
- 15.1.2 a liquidator, receiver or administrator shall have been appointed and/or documents are filed with the court for the appointment of an administrator and/or notice is given of intention to appoint an administrator by the other party or its directors or by a qualifying floating charge holder over all or a material part of its business or assets;
- 15.1.3 an order is made or an effective resolution is passed for the winding up of the other party (except a resolution for a bona fide solvent reorganisation the terms of which have been previously approved in writing by the other party), bankruptcy or dissolution;
- 15.1.4 the other party is deemed unable to pay its debts as defined in section 123 of the Insolvency Act 1986 (or any statute or regulation from time to time amending or replacing such Act) without any requirement to prove any matter stated in that section to a court or proposes a voluntary arrangement for the benefit of its creditors or shall stop payment of its debts generally or shall cease to carry on its business or a material part of its business in the ordinary course or materially alters the nature of its business as conducted at the date of this Agreement or any steps are taken to do any of the same;
- 15.1.5 the other party otherwise proposes or enters into any composition or arrangement with its creditors or any class of them; or
- 15.1.6 the other party suffers, or there occurs in relation to that party, any event which is analogous to any of the events mentioned in sub-clauses 15.1.1 to 15.1.5 in any part of the world.
- 15.2 Licensor may terminate this Agreement on notice to Licensee if:
- 15.2.1 there shall be any change in the management or control (and for these purposes, "control" shall have the meaning ascribed to this term in Section 416 Income and Corporation Taxes Act 1988) of the Licensee where the changed management and/or new controlling entity is not of at least the same financial standing or repute as the current Licensee and/or where the company taking control is a competitor of Licensor or any of its Associates.
- 15.2.2 the Programme is not made available on the Service within one (1) month from the start of the Licence Period for whatever reason. For the avoidance of doubt, this shall not affect Licensee's obligation to pay any monies due under this Agreement.
- 15.3 Upon termination of this Agreement by Licensor pursuant to this clause, any sums previously paid to Licensor shall remain the absolute property of and shall be retained by Licensor and the balance of the Total Contract Value remaining (if any) and any and all other costs, expenses, charges or monies accrued but unpaid shall become immediately due (whether then due or not) and payable to Licensor and this shall be without prejudice to any other rights and remedies of Licensor against Licensee which may have accrued before the date of termination. Upon expiry or termination (for any reason) of this Agreement any and all Rights shall automatically revert to Licensor who may exploit such rights at its sole and absolute discretion.
- 15.4 Expiry or termination (for any reason) of this Agreement shall not affect the continuing validity of clauses 3, 4, 8.3, 14, 18, 19, 21, 22 and 24.
16. **FORCE MAJEURE**
- 16.1 In the event that Licensor is prevented from making timely delivery of the Material and/or other materials for the Programme for reason of Force Majeure, so that Licensee is unable to exploit the Programme, Licensor may in its sole discretion grant Licensee (in respect of that Programme only) the option to either (i) terminate this Agreement, whereupon notwithstanding clause 15.3 Licensor shall either reimburse the Licensee that part of the Total Contract Value paid at that date if the Programme has not been exploited at all or reimburse Licensee a proportion of the Total Contract Value pro-rated to the Number of Transmissions Licensee has already carried out; or (ii) extend the term of this Agreement and/or Licence Period and the date of payment for a period co-extensive with the period during which Licensor is so prevented provided however that in no event shall:
- 16.1.1 the term of this Agreement and/or Licence Period be extended hereunder with respect to the Programme beyond the term of Licensor's rights of distribution in such Programme; and
- 16.1.2 any Programme be transmitted or exhibited hereunder for more than the Number of Transmissions (including all transmissions or exhibitions during such extended term).
- 16.2 In the event of Force Majeure, Licensee shall have no claim against Licensor for any expenses, costs, damages or otherwise and in no circumstances shall Licensor be liable to Licensee for any indirect or consequential losses whatsoever including loss of profits suffered by Licensee.
17. **PROGRAMME WITHDRAWAL**
- 17.1 Licensor shall have the right at any time by giving notice in writing to Licensee to withdraw the Programme from this Agreement in the event that in the opinion of Licensor the Programme is or becomes unavailable for transmission or exhibition due to:
- 17.1.1 actual, potential or threatened litigation relating to the Programme;
- 17.1.2 failure of the Programme to be produced; or
- 17.1.3 if Licensor has been advised by its legal advisors to withdraw the Programme for reasons including

- restrictions imposed on Licensor by or as a result of claims made by any underlying rights-holders and/or participants in the Programme.
- 17.2 In the event of any such withdrawal as provided in this clause Licensor shall give Licensee as much advance notice as is reasonably practicable. If possible Licensor and Licensee shall endeavour to agree cuts or edits to the Programme which will eliminate the reasons for withdrawal. If such cuts and/or edits are not possible and Licensor withdraws the Programme in full Licensee shall: (i) immediately withdraw the Programme from any scheduled performance (or Catch-Up Service and/or the Service); and (ii) have the option of either accepting a substitute programme (if available) in place of the Programme and/or accepting a refund of a proportion of the Total Contract Value calculated by reference to the Number of Transmissions that remain unexploited at such time.
- 17.3 Licensee agrees to use all reasonable endeavours to accept a substitute programme if available or to agree cuts or edits to the Programme which will eliminate the reasons for withdrawal and shall inform Licensor of its decision within twenty eight (28) days of written notice of withdrawal, failing which Licensee shall be deemed to have waived its right to be repaid any refund of the Total Contract Value pursuant to clause 17.2.
- 17.4 No other sums or compensation however arising, other than that referred to in sub-clause 17.2 above, shall be payable by Licensor in respect of any withdrawn Programme and Licensee hereby waives any claims against Licensor that may arise from such withdrawal.
18. **INDEMNITY**
Each party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") from and against any and all losses, demands, claims, damages, costs, expenses (including legal costs and expenses and Sales Tax thereon) and liabilities suffered or incurred, directly or indirectly, by the Indemnified Party in consequence of any breach, non performance or non observance by the Indemnifying Party of any of the agreements, obligations, warranties, representations and undertakings on the part of the Indemnifying Party contained in this Agreement.
19. **LIABILITY OF LICENSOR AND CONTROL OF PROCEEDINGS**
- 19.1 In the event of any third party infringement, claim, litigation or other demand (together "Claim") relating to the Programme in the Territory, Licensee agrees:
- 19.1.1 to immediately give Licensor written notice fully stating the details of any such Claim (and in any event within two (2) days of Licensee becoming aware of the Claim);
- 19.1.2 discuss and agree in good faith with Licensor (Licensor's decision being final if the parties cannot agree) who should control the conduct of any Claim;
- 19.1.3 if the parties agree that Licensor should take action in relation to the Claim, to allow Licensor to use its chosen advisors and to have the exclusive conduct of the Claim (including the recovery of costs); to promptly provide Licensor and its advisors reasonable access to premises and personnel and to all relevant assets, accounts, documents and records that it possesses or controls for the purposes of the claim and promptly take any action and give any assistance and information as Licensor may reasonably request in relation to the Claim;
- 19.1.4 if the parties agree that Licensee should take control of the Claim then Licensee shall not settle the matter or make any offer or counter-offer to any third party without the prior written approval of Licensor; and
- 19.1.5 that it will not thereafter continue to exercise any of the Rights without the prior written consent of Licensor.
- 19.2 In any event the aggregate liability of Licensor to Licensee arising out of or in connection with this Agreement, whether in tort, in contract, or otherwise (including under clause 18) shall be the Total Contract Value and Licensor shall not be liable for any actual or alleged loss arising from or in connection with loss of revenues, profits, contracts or business, any loss of goodwill or reputation or any indirect or consequential losses incurred by Licensee or any other party. Nothing in this Agreement shall limit either party's liability for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.
20. **NOTICES**
- 20.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be deemed to have been duly served to either party if:
- 20.1.1 delivered by courier or sent by registered post addressed to Licensor at its registered office or its last known place of business, or if to Licensee to the address set out in the Schedule, in which case notice will be deemed received within two (2) days of posting (exclusive of the hours of Saturday Sunday and public or Bank holidays) if the other party's address is within the United Kingdom or seven (7) days of posting outside the United Kingdom;
- 20.1.2 sent by facsimile, in which case notice will be deemed received on the expiration of four (4) hours from the time of transmission or if sent outside business hours at the commencement of the next business day subject in any case to proof by the sender of an acknowledgment (whether in mechanical form or otherwise) confirming receipt at its destination; or
- 20.1.3 delivered or served personally, in which case notice will be deemed received with immediate effect when outside normal business hours.
21. **CONFIDENTIALITY**
Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority any Confidential Information, and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information. Neither party shall use any Confidential Information except for the performance of this Agreement.
22. **TAXES**
- 22.1 All payments due from Licensee under this Agreement are stated exclusive of Sales Tax for which Licensor must account and Licensee shall pay to Licensor at the same time an amount equal to the Sales Tax (if any) properly chargeable on such payment. Licensor shall provide Licensee with a Sales Tax invoice in respect of the payment. References in this clause to "payments" include non-cash consideration.
- 22.2 All sums payable pursuant to this Agreement shall be paid free and clear of all deductions or withholding of any kind, save only as may be required by any applicable law. If in the Territory (or in any country in the Territory if more than one) a deduction or withholding in respect of tax is required by any present or future law, rule or regulation or by any national or local tax authority from any sum payable under this Agreement by Licensee to Licensor (the "Relevant Income"), Licensee may make such deduction or withholding from such Relevant Income in the correct amount provided that:
- 22.2.1 Licensee undertakes to use all reasonable commercial endeavours to minimise the amount in respect of tax required to be deducted or withheld from the Relevant Income and shall use all available credits and rebates (if any) to procure the same and shall promptly apply, or assist Licensor to apply, for any permission to apply a reduced or a zero rate of withholding tax from the Relevant Income;
- 22.2.2 Licensee shall promptly pay to the relevant tax authority the amount of such withholding or deduction and, contemporaneously with the payment of any sum payable under this Agreement, Licensee shall provide to Licensor written evidence (including all withholding tax receipts or other government certifications) of any amounts withheld or deducted in respect of tax from the Relevant Income due under this Agreement;
- 22.2.3 Licensee shall provide Licensor with any information or documentation reasonably requested by Licensor from time to time, which may enable Licensor to adequately support any foreign tax credit claim which is attributable to any deductions or withholdings in respect of tax made by Licensee from Relevant Income;

- 22.2.4 in addition to any and all legal and equitable rights and remedies available to Licensor, Licensee shall indemnify Licensor for any disallowed foreign tax credits, including any interest and penalties associated with such disallowed foreign tax credits, attributable to Licensee's failure to provide in a proper and/or timely manner the documentation required hereunder or otherwise comply with the provisions of this clause;
- 22.2.5 where Licensee makes any withholding or deduction in respect of tax from the Relevant Income, Licensee agrees that the Programme constitutes an "artistic work" as such term is used in the relevant double tax treaties relating to income; and
- 22.2.6 Licensee's obligations under the provisions of this clause shall survive termination, cancellation or expiration of this Agreement.
23. **GENERAL**
- 23.1 Neither party shall be entitled to assign, sub-license, charge or otherwise dispose of the benefit of this Agreement, in whole or in part to any third party, either voluntarily or by operation of law without the prior written consent of the other party and no assignment shall relieve the assigning party of its obligations hereunder save that Licensor may assign this Agreement or any interest therein to any person, firm, company or corporation partly or wholly owned by or affiliated with it and/or to any person or undertaking which hereafter acquires control of some or all of its assets, undertakings and obligations.
- 23.2 The simultaneous relay of any broadcast of the Programme or any part or parts thereof within the Territory which is under the authority of international agreement or for which a system for making copyright payments to copyright holders exists through an international collection agency (such as AGICOA) shall not constitute a breach of this Agreement by Licensor and Licensor retains the exclusive right to collect, administer and retain revenue from overseas collecting societies.
- 23.3 Licensee acknowledges and agrees that Licensor has the right to license the Programme for transmission (which term shall for the purposes of this clause be deemed to include making the Programme available by means of the Catch Up Service and/or the Service but without prejudice to clauses 13 and 19) by any party whose transmissions are receivable in the Territory where such transmissions are peripherally and incidentally or inadvertently receivable and not intended for reception in the Territory. Similarly, Licensor acknowledges that, whilst not intended for reception outside the Territory, Licensee's transmissions of the Programme may be peripherally and incidentally or inadvertently receivable outside the Territory. The occurrence of such overspill shall therefore not in itself constitute a breach of this Agreement.
- 23.4 Any waiver by Licensor, whether express or implied, of any breach or default by Licensee of any of the terms of this Agreement shall not be construed to be a waiver of any other breach or default or of the same breach or default continuing or occurring thereafter, and any waiver shall be without prejudice to all rights and remedies available to Licensor in respect of each additional or continuing breach or default.
- 23.5 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 23.6 If any of the provisions of this Agreement and any riders or amendments thereto shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions of this Agreement and any riders or amendments thereto shall continue in force and not be affected and the parties shall negotiate in good faith to amend any such invalid, illegal or unenforceable provisions.
- 23.7 It is hereby acknowledged that this Agreement contains the sole terms and constitutes the entire agreement existing between the parties and that it supersedes all prior agreements, understandings or arrangements made between the parties with respect to the Rights in the Programme. It is further acknowledged that any amendment, modification, discharge, waiver or variation of this agreement shall only be binding if made in writing and signed by or on behalf of both Licensor and Licensee. It is agreed that: (i) no party has entered into this Agreement on any representation, warranty, or undertaking of any other party which is not expressly set out or referred to in this Agreement, and (ii) this clause shall not exclude any liability for, or remedy in respect of fraudulent misrepresentation.
- 23.8 This Agreement is made between principals and nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between Licensor and Licensee in respect of the Programme or otherwise, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way or to hold itself out in any manner which would indicate or imply any such relationship with the other.
- 23.9 Except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 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 that Act.
24. **APPLICABLE LAW AND JURISDICTION**
- 24.1 The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England.
- 24.2 The parties to this Agreement irrevocably agree for the exclusive benefit of Licensor that the courts of England shall have exclusive jurisdiction over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability or the legal relationships established by this Agreement (including non-contractual disputes or claims) and that accordingly any proceedings in respect of any such claim, dispute or matter may be brought in such courts. Nothing in this clause shall limit the right of Licensor to take proceedings against Licensee in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction or jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction or jurisdictions.