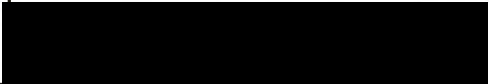

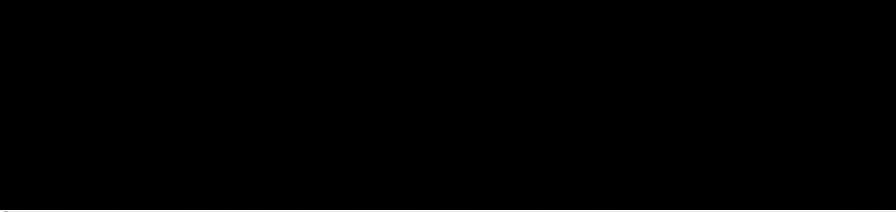
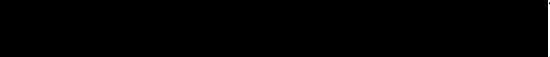


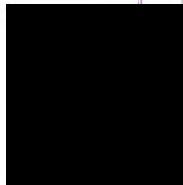


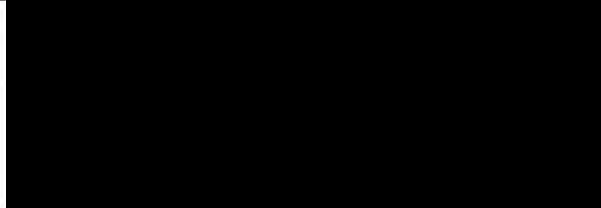
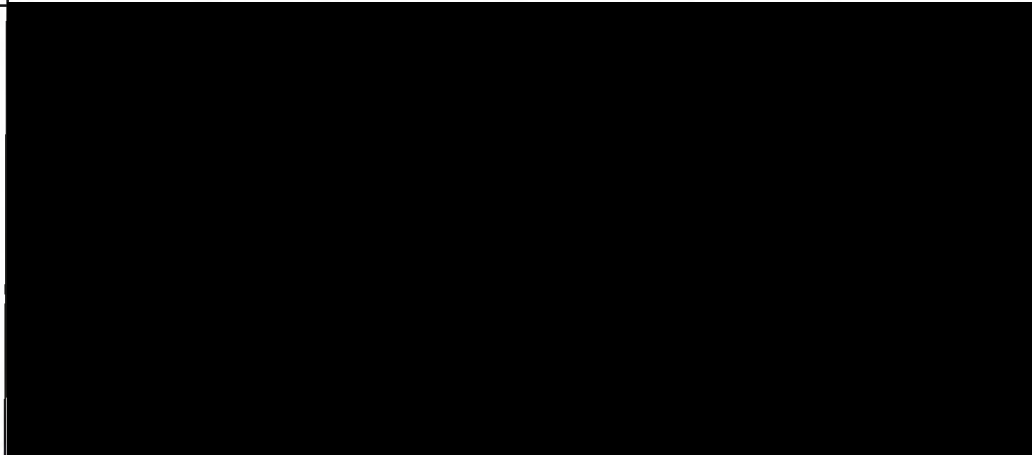
**LICENCE AGREEMENT**  
**SPECIFIC TERMS**

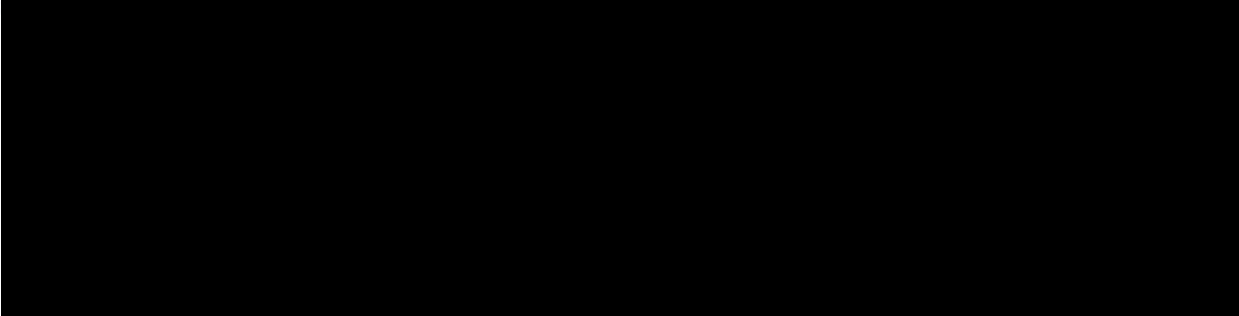
**SCHEDULE A**

This Agreement is comprised of the Specific Terms and the Standards Terms and Definitions. In case of conflict or inconsistency between these terms, the Specific Terms shall prevail over the Standard Terms and Definitions.

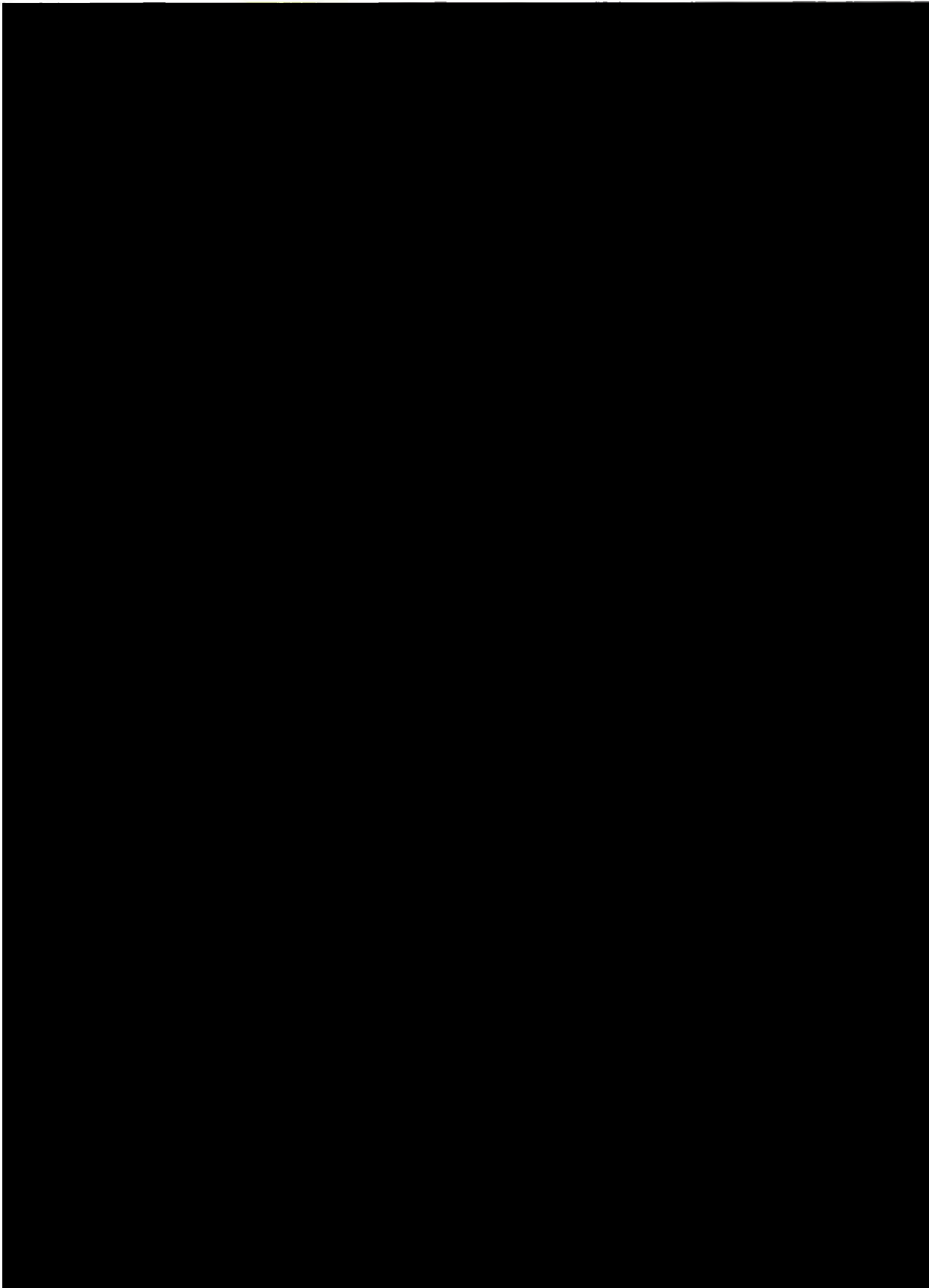
Agreement Number:	958
Agreement Date	1 <sup>st</sup> February 2024
Licensor Contact Details:	Cake Distribution Limited 4th Floor 50 Marshall Street Carnaby London, W1F 9BQ United Kingdom 
Licensee Contact Details:	Czech TV Kavci Hory Praha 4 Praha 14700, Na Hřebenech II, 1132/4 Czech Republic  Act No, 483/1991 Coll. VAT number: CZ00027383 
Programme:	 (each episode hereinafter referred to individually as the "Episode").
Rights Granted, Holdback, Territory, Authorised Languages & License Period	Please refer to the Rights Schedule (Schedule B)
Number of Runs:	
Licensed Station:	Czech TV

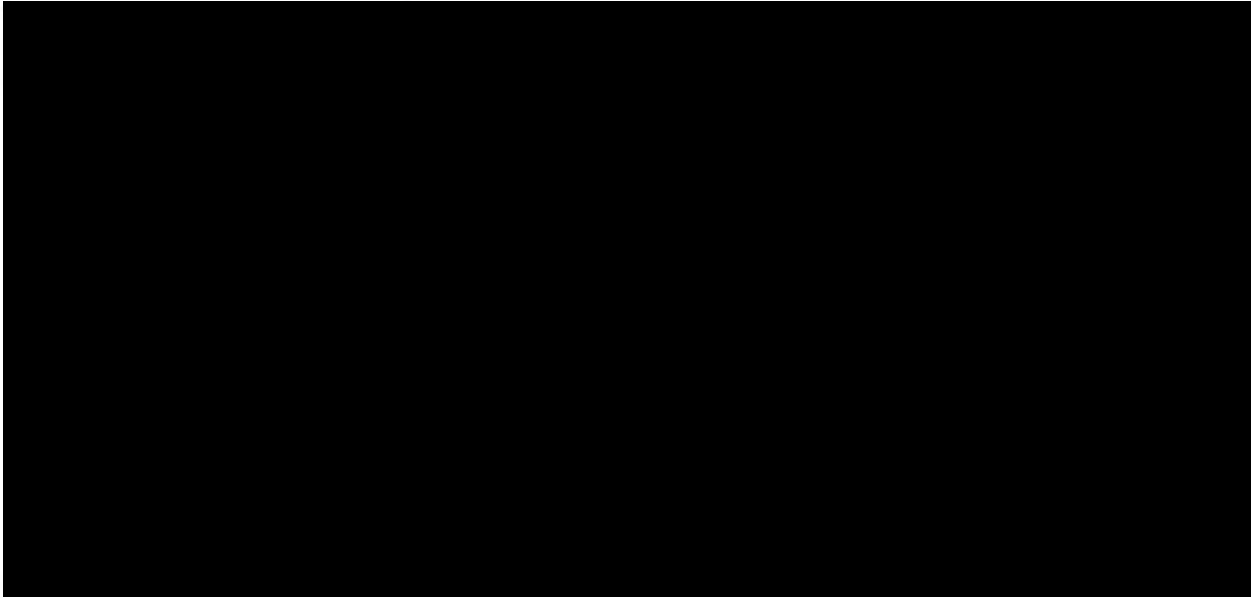


Total Licence Fee:		
Withholding Tax (if applicable):	<p>Total Licence Fee: €41,568.80</p> <p>The Licensor acknowledges to be the beneficial owner of the Total License Fee.</p> <p>Timely payment is conditioned upon receipt of the valid confirmation of Licensor's residency issued by the appropriate Tax Authority unless such valid confirmation has already been provided to the Licensee during the applicable year.</p> <p>It is hereby agreed that should the Licensor choose to deliver invoices by means of electronic mail, the Licensor shall be obliged to send PDF format invoices using his e-mail address to the e-mail address of the Licensee: <a href="mailto:faktury@ceskatelevize.cz">faktury@ceskatelevize.cz</a>. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.</p> <p>If any withholding tax or similar tax is charged on payments to be made by the Licensee to LICENSOR, the Licensee shall be entitled to deduct no more than the maximum amount required by law from its payments to Licensor and the Licensee must promptly provide to LICENSOR evidence reasonably satisfactory to LICENSOR that the Licensee has accounted to the relevant authority for sums withheld or deducted. Both Parties shall provide all reasonable assistance and documentation to enable LICENSOR to obtain relief in the UK for the withholding tax suffered and shall use all reasonable endeavours to ensure that the smallest possible amounts are deducted (for example by applying the UK/Territory double tax treaty rates, provided that all documentary requirements are complete). The Licensee is not entitled to deduct any tax it has suffered as a result of any sub-licence agreements that it entered into without reference to LICENSOR.</p>	
Payment Schedule:		

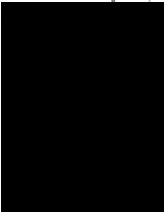
Programme	Delivery Materials	Expected Delivery Date
		





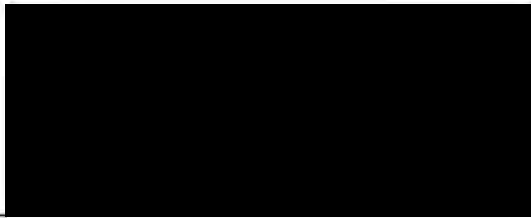
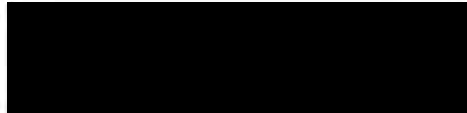


Courier details:	Via Licensor's Signiant account or as otherwise instructed.
Other Materials:	Music Cue Sheets, Images, Synopsis and Press Kit (if available)
Technical and Materials Costs:	N/A
Delivery Contact & Address:	No Delivery Required
Accounts Dept. Contact:	Czech TV Kavci Hory Praha 4 Praha 14700 Czech Republic [Redacted]
Special Provisions:	<p>a) Licensee shall be entitled to dub, sub-title and/or voice over the Programmes into the Czech language. Licensee shall grant Licensor (or its authorised third party) unrestricted access to any Czech language dubbed, subtitled and/or voiced over version created (either on its own account or by an authorised third party) upon request during the Licence Period upon payment of a fee to be agreed at the appropriate time, but in any [Redacted]</p> <p>[Redacted] Licensee warrants that any and all talent used in the creation of the Czech dubbed, subtitled and/or voiced over version shall be bought out and cleared for usage by the Licensor and/or any authorised third party in respect of all rights in all media in perpetuity and that no further payment shall become due in respect of any exploitation of such dubbed and/or subtitled version. To avoid any doubts it is hereby stipulated that the Licensee shall be entitled to exploit the Czech language version produced by Licensee based on this agreement anytime in the future should the Licensee gain a new broadcast license in relation to Programmes from the holder of rights.</p> <p>b) "Dual Simulcast Television Rights" means the right to transmit a version of the Programme with two separate soundtracks, each in a different language and one being in Czech. Subject, always to and provided, that Licensee shall ensure that (i) any such transmission will always be shown with the</p>



option for the viewer to switch on or off the Czech language dub or subtitles for such transmission (and accordingly that any such transmission shall not be made without such accompanying Czech language dub or subtitles); (ii) the transmission of the Programme shall not be advertised as being a English-language screening of the Programme and; (iii) subject always to the usual encryption requirements being in place. For avoidance of doubt, Dual Simulcast Television Rights shall be non-exclusive.

- c) For the Title *Mush-Mush & The Mushables (Series 2)* Licensor shall provide Licensee with a Czech language version upon payment of a fee of €EUR13,200.00 ("Language Version Access Fee"). Licensor warrants that any and all talent used in the creation of the Czech language version, are bought out and cleared for usage by the Licensee within the scope of this Agreement and that no further payment shall become due in respect of any exploitation of this Czech language version.
- d) Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of potential publishing of this Agreement in the Czech Registry of Agreements.
- e) This Agreement has been executed in three counterparts, each valid as an original, of which the Licensee shall receive two counterparts and the Licensor shall receive one counterpart. The Licensor undertakes to send (i.e. to submit to the courier/mail service) signed Licensee's counterparts without unreasonable delay.
- f) Confidentiality. The Parties agree that information in this Agreement highlighted in yellow is considered to be confidential (e.g. as a business secret) and neither contracting Party shall disclose such information to any third party without the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated, with the exception of information: (i) that the Licensee provides to third parties within a regular scope in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion; (ii) that a contracting Party provides or makes public based on a legal regulation; and (iii) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal and/or contractual duty of confidentiality. This Agreement shall be made accessible to general public pursuant to Czech law provided that information highlighted in yellow was redacted.
- g) For the avoidance of doubt the grant of Free Television Rights hereunder shall include the possibility of simultaneous transmission of the originating broadcast by means of Internet protocol subject to the necessary geoblocking and deployment of DRM protocols to prevent receipt and/or viewing of the Programmes outside of the licensed Territory.



Signed for and on behalf of the Licensor

Signed for and on behalf of the Licensee



Jan Souček

Name

Name

COO/FCO

General Director

Title

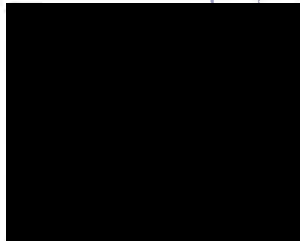
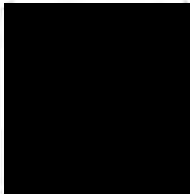
Title

29/2/2024

Date

Date

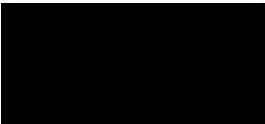
11-03-2024



SCHEDULE B  
RIGHTS SCHEDULE

Rights Granted

Programme	"Licensed Station"	"Licensed Rights"	"Territory"	"Languages"	"License Period"



**Rights Holdback**

Title	"Holdback Rights"	"Holdback Territories"	"Holdback Languages"	"Holdback Period"
No Holdbacks				



## STANDARD TERMS & DEFINITIONS

The following terms and conditions supplement the Specific Terms (or any other agreement or instrument into which they are referenced as being incorporated) as an integral part thereof as if fully set forth therein and, except as may be expressly superseded by the Specific Terms (or such other agreement or instrument), shall have the same force and effect as any other provisions thereof. The following terms and conditions are subsequently referred to as "Standard Terms and Conditions" or "Standard Terms".

### 1. DEFINITIONS & INTERPRETATION

1.1 Unless stated to be expressly varied in the Specific Terms, the following capitalised terms shall have the following meanings :

<b>"Accounting Period"</b>	means each quarter ending March 31, June 30, September 30 and December 31 in each year throughout the Term;
<b>"Advance"</b>	means the non-refundable sums due as an advance payment as set forth and more particularly described in the Specific Terms;
<b>"Advertising Materials"</b>	means any materials available for use in advertising and promoting the Programme, including but not limited to trailers, teasers, key artwork, advertising accessories, lithographs and ad slicks;
<b>"Affiliate"</b>	means, in relation to any Person (as the context may require), any Person (including any officer, director, employee or partner of that Person) owned or controlled by, controlling or under common control of such other Person, including, but not limited to, parent companies and subsidiaries. For purposes of this Agreement, ownership directly or indirectly of ten percent (10%) or more of the voting stock and/or other voting equity security of a Person is deemed "control". Where the exploitation of some or all of the Rights is performed by Affiliates, the obligations of Licensee hereunder apply to such Affiliate and Licensee is fully liable to Licensor for any breaches of this Agreement by such Affiliate(s);
<b>"Agreement"</b>	means the Specific Terms (or any other instrument or agreement) together with any schedules and exhibits thereto to which these Standard Terms are attached and/or incorporated by reference and all references to "herein", "hereunder" and "hereof" refer to the Agreement;
<b>"Approval"</b>	means prior written notice (written notice may be provided by email and shall be deemed to be delivered provided that the sender does not receive any delivery failure alerts or notifications) of Approval of, or assent to, a particular matter or element, or permission to engage in a particular action or course of action. In order for any Approval to be effective, (i) the Party seeking approval must provide the Party from which Approval is sought written notice containing a clear statement of the request of Approval reasonably in advance of the event or the initiation of the action or course of action for which approval is sought to permit a meaningful response, but not less than fifteen (15) days; (ii) the Party from which approval is sought, if it approves the request, must do so in writing by notice to the Party seeking approval. Unless otherwise provided for in this Agreement or subsequently approved by Licensor in writing, any request for which Approval is not given within ten (10) business days from notice requesting Approval is received is deemed disapproved; however, the Party seeking Approval may transmit, within twenty-four (24) hours of such deemed disapproval, a second notice advising that such ten (10) business days have elapsed without response and resubmitting the same request. If the Party from which Approval is sought fails to respond to such second request within five (5) business days, Approval is deemed given;
<b>"Blocked Funds"</b>	has the meaning ascribed to it in Clause 3.10;
<b>"Business Hours"</b>	means any time between 9.30 am and 5.30 pm (GMT) on a Business Day;
<b>"Business Day"</b>	means any day other than a Saturday, Sunday or a public holiday in England and Wales;
<b>"Delivery Date"</b>	means the date(s) for delivery of the Delivery Materials for the Programme as are specified in the Specific Terms;

"Delivery Materials"	means those items specified in (a) the Specific Terms and (b) Schedule 2 hereto (as may be supplemented, varied or modified pursuant to the Specific Terms);
"Distribution Expenses"	<p>Means, subject always to Clause 3.4, all necessary, and reasonable out-of-pocket expenses which are directly related to the Programme capable of being substantiated on audit, and which are actually paid by Licensee to third parties in arm's-length transactions, net of all discounts, credits, rebates or other allowances, whether received in cash or in kind, for:</p> <ul style="list-style-type: none"> <li>• The manufacture of prints, trailers, Videogrammes and advertising materials of the Programme, net of the costs of any Videogrammes that are reused for any other audio-visual programs;</li> <li>• Advertising, promotion and publicity costs of the Programme;</li> <li>• Costs of subtitling and dubbing the Programme into the Language(s);</li> <li>• Costs of packaging the Videogrammes embodying the Programme;</li> <li>• Customs duties, import taxes and permit charges necessary to secure entry of the Programme into the Territory;</li> <li>• Notarization, translation, registration and similar fees and costs relating to the obtaining and securing of copyright registration, import clearances or similar activities for importation, exploitation or protection of the Programme in the Territory, provided that, if Licensor advances any such fees or costs Licensee shall promptly reimburse Licensor for these costs on demand;</li> <li>• Censorship fees and editing costs incurred in meeting censorship requirements; provided that all such editing must be pre-approved by Licensor;</li> <li>• Freight, customs clearance and insurance charges relating to the delivery of materials to Licensee, as well as, freight costs incurred in shipping materials within the Territory but excluding any costs of returning materials to Licensor;</li> <li>• Actual and normal expenses incurred in recovering debts from defaulting third parties;</li> <li>• Sales, use, admission and turnover taxes and related charges assessable against any Gross Receipts realised from the exploitation of the Rights, but not including corporate income taxes (or taxes recoupable therefrom), or franchise or windfall profit taxes or value added and similar taxes and net of any applicable tax refunds or rebates;</li> <li>• Outside legal costs and charges paid to obtain recoveries for infringement by third parties of the Rights; and,</li> <li>• Theater checking costs for verifying the accuracy of box office results reported by exhibitors, provided that such costs shall not exceed one percent (1%) of Gross Receipts arising from the exploitation of the Theatric Rights without Licensor's Approval;</li> </ul>
"Dubbed Version"	means the version of the Programme dubbed and/or sub-titled into any of the Languages;
"End User"	means the Intended ultimate consumer of the Programme, namely any Person in the Territory who is authorised by or through Licensee to receive media comprised within the Rights in accordance with the terms of this Agreement, which media transmits distributes or contains the Programme (or any part thereof).
"Extended Outside Delivery Date"	has the meaning ascribed to it in Clause 4.7;
"Financial Records"	has the meaning ascribed to it in Clause 3.10;
"Gross Receipts"	means, subject always to Clause 3.3, all gross monies and/or other consideration received by, available to, used by, credited to, and due to Licensee, its subdistributors and Affiliates, from any exploitation of the Rights without any deductions or diminutions of whatever kind or character. For avoidance of doubt, Gross Receipts includes, without limitation, the following

	<ul style="list-style-type: none"> <li>• All gross monies or other consideration of any kind from any dealings in trailers, stills and other advertising materials;</li> <li>• Guarantees, security deposits and advances received from third parties excluding only guarantees or advances from subdistributors if the treatment of such subdistributor guarantees or advances are provided for separately in the Specific Terms; and</li> <li>• Any monies paid by Licensor for the repurchase of any Rights licensed to Licensee under this Agreement;</li> </ul>
"Holdback" or "Holdback Period"	means the period, if any, specified in the Specific Terms during which a specific Right and/or Reserved Right must not be exploited by the relevant Party;
"Infringement"	has the meaning ascribed to it in Clause 11.1;
"Languages"	means the languages specified in the Specific Terms;
"Licensee"	means that party identified in the Specific Terms as the "Licensee" and shall include all its licensees, assigns and successors in title;
"License Period"	means the period of the license of Rights as is specified in the Specific Terms;
"License Fee"	means the license fee as set forth and more particularly described in the Specific Terms;
"Licensed Stations"	means those television broadcasters as set forth and more particularly described in the Specific Terms;
"Licensor"	means Cake Distribution Limited and its assigns and successors in title;
"Net Receipts"	means Gross Receipts less approved Distribution Expenses;
"Online Video-Sharing Control Rights"	means the right to control and exploit the Programme by means of any video and/or audio sharing/hosting website, web portal or other Internet presence (including without limitation youtube, flickr, vimeo, break) whether within and throughout the Territory and/or on a wider territorial basis or worldwide, and utilising all mechanisms procedures and tools associated therewith (e.g. pursuant to youtube's Content ID/ content management programme), such rights to include without limitation the right to trace, fingerprint, take down, block, permit and/or monetize (for Licensor's and/or its licensors' account) the use of the Programme(s) and any part(s) thereof, and to exercise in relation to the Programme any of the rights available under or pursuant to the UK Digital Economy Act 2010, US Digital Millennium Copyright Act or any derivative or similar law, code or legal norm wheresoever enacted or enforceable (including any amendment or re-enactment thereof and all legislation subordinate thereto);
"Outside Delivery Date"	has the meaning ascribed to it in Clause 4.7;
"Overspill"	shall have the meaning ascribed to it in Clause 8.5;
"Overages"	means the amounts, if any, that become payable to Licensor in excess of the Advance from Licensor's share of Gross Receipts hereunder;
"Parties"	means the Licensee and the Licensor;
"Party"	means either the Licensee or the Licensor, as applicable;
"Person"	means any natural person or legal entity;
"Programme"	means each episode of the audio-visual works specified in the Specific Terms and includes any Dubbed Version of the same;
"Reserved Rights"	means all rights which are not among the Rights in the Languages and the Territory and which Licensor hereby expressly retains, including, without limitation, all Underlying Material and intellectual property relating to the Rights and the Programme, and including but not limited to all trademarks and copyrights, and all Online Video-Sharing Control Rights;

"Rights"	shall mean those parts of the rights defined in Schedule 1 which are licensed by the Licensor to the Licensee as expressly specified in the Specific Terms (and subject to Clause 2.2);
"Royalties"	means the Licensor's percentage share of Gross Receipts arising from the exploitation of certain Rights by the Licensee (and/or its sub-distributors and/or Affiliates) as set forth and more particularly described in the Specific Terms;
"Run"	means, with respect to all forms of Standard Television Rights licensed to the Licensee, one (1) telecast of each episode of the Programme during a twenty-four (24) hour period over the non-overlapping telecast facilities of each authorised broadcaster, cable system or satellite service of the Licensee within the Territory such that each episode of the Programme is not capable of reception on television receivers within the broadcast reception zone of each such broadcaster, cable system, or satellite more than once during such period. By way of illustration, if a broadcaster within the Territory is capable of simultaneously transmitting the episode of the Programme over the facilities of several interconnected local broadcast stations (i.e. over a "network"), then one (1) broadcast of the Programme in a twenty-four (24) hour period on such network would be one (1) "Run"; alternatively, if such local stations were not interconnected and the reception area of their signals did not overlap, then one (1) broadcast of the Programme in a twenty-four (24) hour period on each local station would constitute one (1) "Run" in such local broadcast area, even though the broadcasts occurred on different days in different local areas;
"Specific Terms"	means the specific terms which incorporates these Standard Terms;
"Term"	means the period during which this Agreement is effective between the Parties hereto as set forth and more particularly described in the Specific Terms;
"Territory"	means the territories in which the Licensee, subject to the terms of this Agreement, is entitled to exploit the Rights as set forth and more particularly described in the Specific Terms;
"Underlying Material"	means the literary and other material from which the Programme is derived or on which it is based, including all versions of the scripts, all notes, memos, directions, comments, ideas, illustrations, design, artwork and other material incorporated in any version of the Programme and, to the extent necessary rights and licenses have been obtained, all existing books, stories, plays, songs, events, characters, ideas or other works from which any version of the Programme is derived or on which it is based.

1.2 In this Agreement:

- 1.2.1 any reference to the Parties includes a reference to their respective successors in title and permitted assigns;
- 1.2.2 any reference to a Person includes any body corporate, unincorporated association, partnership or other legal entity;
- 1.2.3 words in the singular includes the plural and vice versa;
- 1.2.4 words imparting gender include the other gender;
- 1.2.5 clause headings in the Standard Terms are for convenience only and shall not be taken into account in the construction or interpretation of this Agreement;
- 1.2.6 unless expressly stated to the contrary, all references to a "Clause" in the Standard Terms are references to a clause of these Standard Terms;
- 1.2.7 any references to an agreement, deed, instrument or document is to the same as amended, modified, supplemented or restated from time to time;
- 1.2.8 the inclusion of provisions in this Agreement for any rights not specifically licensed to Licensee in the Specific Terms is for ease of drafting only and their inclusion does not grant to the Licensee explicitly or by implication any rights not specifically licensed to Licensee in the Specific Terms;

- 1.2.9 a reference to a statute or statutory provision is a reference to it as in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.10 any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done;
- 1.2.11 where any Right(s) are granted to Licensee herein on a non-exclusive basis then (notwithstanding anything else in these Standard Terms and Definitions), Licensor may exploit and continue to exploit such non-exclusive Rights during the Term as Licensor sees fit without restriction, except as may be expressly provided in the Specific Terms.
- 1.2.12 any and all references to a subdistributor or sublicensee herein, are to a subdistributor or sublicensee authorised in accordance with Clause 13 or expressly authorised in the Specific Terms.
- 1.2.13 any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, disruption, definition, phrase or term preceding those terms;
- 1.2.14 If there is any inconsistency between these Standard Terms and the Specific Terms, the Specific Terms shall prevail;
- 1.2.15 unless expressly stated, the definitions in the Specific Terms shall apply to these Standard Terms.

## 2. GRANT OF RIGHTS

- 2.1 Subject to the terms of this Agreement, including without limitation payment by the Licensee in full of the License Fee to the Licensor, and any conditions precedent set forth in the Specific Terms, Licensor licenses to Licensee the Rights in the Programme for the License Period in the Territory. The Rights are licensed to Licensee on an exclusive basis within the Territory unless specified to the contrary in the Specific Terms or otherwise provided for in this Agreement. In exercising any of the Rights, Licensee may only use and exploit the Programme (or any part thereof):
  - 2.1.1 in the Language(s) in a Dubbed Version as specified in the Specific Terms;
  - 2.1.2 if applicable, by means of the authorized videogramme type(s) and format(s) specified in the Specific Terms;
  - 2.1.3 if applicable, on the Licensed Stations; and
  - 2.1.4 for the authorised Runs or playdate(s) specified in the Specific Terms.
- 2.2 All Rights not expressly licensed to the Licensee in the Specific Terms are Reserved Rights (including without limitation the right to exploit the Programmes using other methods or media not authorised hereunder and the right to exploit the Programme in languages other than the Languages), even if such Reserved Rights are not expressly identified as being retained by Licensor in the Specific Terms. Without limiting the generality of the foregoing, the Licensor reserves the right to (a) change the title of the Programme and (b) to license to any third party in the Territory excerpts of up to ten per cent (10%) of the length of any episode of the Programme for television or other means of broadcast or exhibition in the Territory.
- 2.3 Licensor reserves all the Reserved Rights as defined herein or listed in the Specific Terms (if any) and all other Rights not expressly licensed to Licensee in the Specific Terms. Licensor may exploit such Rights as Licensor sees fit without restriction, except as may be otherwise expressly provided in this Agreement.
- 2.4 Subject always to Clause 8 and 11.4, wherever any category(ies) of media comprised within the Rights normally or customarily or as a matter of best practice adopt technologies (including without limitation encryption and copy protection) in the Territory to guard against unauthorised access to and use of audiovisual works, then in any such case Licensee may only exploit the Rights by means of media using the same or similar adopted technologies which restrict access to the Programme (in whole and in part) to End Users in the Territory and which prohibit any unauthorised access to and any duplication, distribution or public performance of the Programme (in whole and in part). Where Licensee incurs direct and verifiable costs in adopting or procuring adoption of the said technology then, subject always to Licensor's Approval, Licensee may deduct the cost of so doing as a Distribution Expense, to the extent only that Distribution Expenses are recoupable under the Specific Terms (and provided that only costs which can be said to be solely referable to the Programme will be recoupable in any event).
- 2.5 All agreements between or among Licensee and its Affiliates with respect to the Programme, (including advertising and publicity thereof) shall be on an arms-length basis on terms customary in the Territory and no less favorable to Licensor than comparable agreements between Licensee or its Affiliates and unrelated Persons. Licensee agrees that all agreements with respect to the Programme (including advertising and publicity thereof) shall be on terms which are as favorable to Licensor as: (i) the terms normally obtained by Programme distributors in the Territory for other

programmes of comparable commercial quality; and (ii) the terms obtained by Licensee for other programmes controlled by Licensee or its Affiliates in the Territory.

- 2.6 The grant of the Rights shall terminate and immediately revert to Licensor upon expiration or termination of the Term, free and clear of any claim, lien, encumbrance or charge in favour of Licensee, or any Person deriving rights through Licensee. Licensee shall not at any time enter into any agreement with any Person for the exercise of any Rights for periods which continue after the expiration of the Term. Licensor may at any time enter into any agreement for the exercise of any Rights for periods that are after expiration or termination of the Term.

### 3. PAYMENTS & ACCOUNTING

- 3.1 The indefeasible receipt in full by the Licensor of

3.1.1 the License Fee; and/or

3.1.2 the Advance

is a condition precedent for the effective grant of the Rights to the Licensee.

- 3.2 All Royalties due to be paid to the Licensor from the exploitation of the Rights shall, unless varied by the Specific Terms, be calculated, paid and accounted in accordance with this Clause 3.

- 3.3 When calculating Gross Receipts, the Licensor hereby irrevocably acknowledges and agrees:

3.3.1 If payments to Licensee or its subdistributors and Affiliates, are reduced by Distribution Expenses incurred by the paying party, such as cooperative advertising costs, then the Gross Receipts shall reflect the amounts received or earned prior to those deductions, and such deductions are treated as Distribution Expenses hereunder;

3.3.2 Gross Receipts reported in accordance with this Clause 3 must not be net of cash, prompt payment or similar discounts given by Licensee, or its subdistributors and Affiliates, and such discounts are for Licensee's account;

3.3.3 No fees or other charges made by Licensee's subdistributors or Affiliates may be deducted from Gross Receipts reported to Licensor. In instances where Licensee, or its Affiliates, subject to Licensor's Approval, sells, leases, or otherwise transfers one or more of the Rights to subdistributors or other Affiliates for amounts, net of discounts and rebates, that are below the amounts received by that party from their exploitation of the Rights, Gross Receipts reported to Licensor shall reflect the monies received by such subdistributor or Affiliate; it being the intention of this Agreement that Gross Receipts shall not be reduced by subdistribution fees effectively paid by way of such reduced prices. The Parties agree and acknowledge that this subparagraph 3.2.3 applies without limitation to sales made to video wholesalers where such video wholesalers are used as the primary distribution channel for any geographical region within the Territory

- 3.4 When calculating Distribution Expenses:

3.4.1 In no case may any cost be charged more than once. The Distribution Expenses that are charged to the exploitation of the Rights in each of the above-mentioned cost categories for each Right are subject to Licensor's Approval and shall not exceed the amount pre-approved by Licensor nor exceed five percent (5%) of Gross Receipts without Licensor's Approval. All costs not expressly covered by the above are Licensee's sole responsibility;

3.4.2 Licensee shall not include in its Distribution Expenses: (i) general or administrative expenses including salaries, sales commissions, rent and other overheads; (ii) amounts paid to third parties for general or administrative services including print storage costs and other charges made by outside backrooms and warehouses; (iii) costs incurred in attending film or Television markets such as but not limited to AFM, Cannes, Mifed, Mip-TV, or Mipcom; (iv) legal or other expenses relating to this Agreement; (v) membership fees or other levies charged by local industry associations; (vi) interest costs and bank fees incurred on amounts borrowed to cover payment of the Advance or other costs; (vii) increased prices paid to facilities houses, laboratories, advertising agencies and other parties in exchange for extended credit periods given to Licensee, or its subdistributors and Affiliates; (viii) any distribution or service fees charged by subdistributors and Affiliates; and, (ix) general or corporate promotion and advertising expenses including costs incurred at sales conventions and costs incurred in entertaining staff members, subdistributors, exhibitors, suppliers, publicists, and video and TV buyers, it being the intention of this Agreement that recharged travel and entertaining expenses are restricted to costs directly incurred in publicising the Programme to the public, such as (if applicable) costs incurred during promotional tours by actors and directors and costs of entertaining journalists;

3.4.3 Where any of Licensee's Affiliates or approved subdistributors incurs any cost which would be a Distribution Expense if incurred by Licensee, then that expense actually and verifiably incurred may be treated as a

Distribution Expense. With this exception, no costs of any other third party may be recouped as a Distribution Expense hereunder;

- 3.4.4 Distribution Expenses are calculated only as incurred with respect to the exploitation of each Right licensed to Licensee and are recouped only as specified in the Specific Terms. Distribution Expenses incurred with respect to the exploitation of any one licensed Right, may not be recouped from Gross Receipts derived from the exploitation of any other licensed Right, except only to the extent specifically authorised in the Specific Terms, if at all. Nothing in this Agreement shall give Licensee the right to recoup amounts that do not constitute Distribution Expenses under the provisions of this paragraph 3.4.4. In particular, Licensee shall not be entitled to recoup any amounts on the basis that it was included in any budget or notice approved by Licensor.
- 3.5 Each Programme licensed pursuant to this Agreement, is treated separate and apart from any other Programme whether licensed pursuant to this Agreement or otherwise, and, unless specifically authorised in the Specific Terms, (i) Gross Receipts and Distribution Expenses may not be cross-collateralized among Programmes; and (ii) the payments applicable to such Programmes are treated as a separate and independent accounting units and will not be cross-collateralised or otherwise set off.
- 3.6 If the Programme is exploited or advertised with any other programme(s) then, in addition to Licensee's other obligations under this Agreement, all allocations between the Programme and such other programme(s) shall be reasonable, in good faith, and at arms-length and shall reflect the relative commercial success of each Programme (In the case of Gross Receipts) or the relative prominence, space or use (In the case of Distribution Expenses).
- 3.7 Subject to Clause 3.8, within thirty (30) days of the end of each applicable Accounting Period, Licensee shall deliver to Licensor written statements in English detailing the distribution results of the Programme for all licensed Rights and, where the Licensor is so entitled pursuant to the Specific Terms, the Licensor's share of Gross Receipts. Licensee shall ensure that all statements are based, and Gross Receipts and Net Receipts are calculated under generally accepted accounting principles on a billings or accrual basis. Licensee shall include in each statement a detailed report of Gross Receipts, Distribution Expenses and Licensor's share of Gross Receipts in a form approved by Licensor and also shall include in each statement the following:
- 3.7.1 Gross Receipts reported separately for each licensed Right;
- 3.7.2 A concise textual description of the allowable Distribution Expenses paid or incurred for each licensed Right, detailed between print and duplication, mastering, dubbing, subtitling, media advertising, any other publicity costs and other qualifying miscellaneous costs;
- 3.7.3 Licensor's share of Gross Receipts calculated separately for each licensed Right; and,
- 3.7.4 Any Advance and Overages previously paid, withholding or remittance taxes deducted and actually paid and any Overages due to Licensor.
- Licensee shall ensure that all statements show both the activity for the applicable Accounting Period and the cumulative results to the end of that period. If the Territory includes more than one country, then all Gross Receipts, Distribution Expenses and Licensor's share of Gross Receipts must be reported separately for each such country and each licensed Right in addition to being consolidated for the entire Territory.
- 3.8 Statements incorporating Home Entertainment exploitation results shall also include the following additional information with respect to each format sold, leased or rented:
- 3.8.1 The number of units produced;
- 3.8.2 The number of units sold, and/or leased and/or rented; and
- 3.8.3 The list wholesale price prior to any discounts or rebates, and, if available, the suggested retail selling price.
- 3.9 Licensee shall ensure that each statement is accompanied by payment of all monies due to Licensor. Failure to submit such statements and/or remit any payments and/or Overages when due is deemed a material breach of this Agreement.
- 3.10 In the event the Licensor is entitled to receive any Royalties (including without limitation the Advance and the Overages) and/or a share of Gross Receipts and/or Net Receipts (In each case as set forth in the Specific Terms) then the Licensee agrees that:

- 3.10.1 Licensee and its Affiliates shall maintain complete and accurate records in the currency of the Territory of all financial transactions regarding the Programme throughout the License Period and for seven (7) years thereafter as well as for any additional time thereafter that a dispute remains outstanding between Licensor and Licensee. The records will include, without limitation, all Gross Receipts derived, all Distribution Expenses paid, all allowed discounts or rebates received or given and all cash collected or credits received. For avoidance of doubt, Licensee shall keep complete and accurate copies of all available statements from subdistributors and any other third parties, box office returns from exhibitors (if applicable), sales records, Delivery Materials movement records including but not limited to the booking book or similar records, shipping instructions and any other warehouse and backroom records, contracts including but not limited to subdistribution agreements and Non Standard Television licenses and statements from the applicable third party exploiters, aggregators and the like showing the broadcasts/usage purchased and the revenues arising therefrom, vouchers, receipts, audit reports, ratings and results published by government or industry associations, publicity budgets, media advertising buying schedules, rate cards, broadcast affidavits, newspaper and magazine advertisements or tear sheets, and all correspondence or other writings from all Persons pertaining to the Programme, including subdistributors. The foregoing are defined as the "Financial Records" for the purposes of this Agreement. At Licensor's request, Licensee shall furnish to Licensor, at a place and time designated by Licensor, photocopies of any required portion of the Financial Records that Licensor deems necessary in its reasonable discretion;
- 3.10.2 Continuing for seven (7) years after the Term and for any time thereafter that a dispute remains outstanding between Licensor and Licensee, Licensor has the right through its accountants and representatives at all times during normal Business Hours, to have free and full access to all Financial Records and to make copies therefrom. Licensor or its representatives shall also have the right to require Licensee's executives, employees, subdistributors, and agents to answer questions which are considered by Licensor or its representatives to be relevant to the exploitation of the Rights or necessary for understanding the Financial Records. Licensor or its representatives shall also be given full access to all Affiliates and subdistributors. Licensor's access to the Financial Records shall specifically include, but not be limited to, the right to examine Licensee's cash and banking records to ascertain the actual payments made and the actual cash received by Licensee or its Affiliates, the right to examine any subdistribution agreements, and the right to examine the full agreement(s) for any third party sales, including multiple sales made at the same time, for purposes of ascertaining the reasonableness of any package allocations made between the Programme and any other programmes contained in those agreements. All inspections and copies provided pursuant to clause 3.10.1 are at Licensor's expense unless it is determined that the Licensor's share of Gross Receipts for the Accounting Periods to which the inspection relates have been under reported by Licensee by more than five percent (5%) in which case Licensee shall pay the full cost of the audit and/or photocopying on demand;
- 3.10.3 Licensee shall make all payments of the Advance, Licensor's share of Gross Receipts, or other sums due to Licensor hereunder (whether directly or by payment under any letter of credit) by bank transfer to the address and/or financial institution and account specified in the Specific Terms or as advised by Licensor. Any means of payment other than bank transfer or payment to an account other than that specified in the Specific Terms is not deemed payment and does not satisfy Licensee's obligations to make such payments. Licensee shall exercise best endeavours to timely obtain all governmental and other permits necessary to make all payments to Licensor. No payment is complete until Licensor has immediate and unencumbered use of the funds in the required currency for the full amount due. Timely payment is of the essence of this Agreement and is an express condition to Licensee's continued exercise of the Rights licensed to Licensee in the Programme. If Licensor does not receive any payments by the applicable due date, then all payments are due immediately, and in addition to any other right or remedy, Licensor may assess an interest charge on amounts overdue calculated at the rate of two percent (2%) per annum above the base rate quoted by Coutts & Co compounded monthly until paid in full. The Advance and Licensor's share of Gross Receipts shall be paid in British Pounds Sterling or other such freely transmittable currency as Licensor may designate. All costs of currency conversion, bank fees, permit fees and transmittal costs shall be paid by Licensee and are for Licensee's account. Licensee shall not offset or otherwise withhold any amounts due to Licensor hereunder because of any amounts due to Licensee or its Affiliates from Licensor or its Affiliates;
- 3.10.4 If Licensee is prohibited or restricted from making payment of any monies at the time when due and payable to Licensor hereunder by reason of the laws or currency regulations within the Territory ("Blocked Funds"), Licensee agrees, upon Licensor's request, to either (i) deposit any Blocked Funds to the credit of Licensor in a bank or banks designated by Licensor; or (ii) pay such Blocked Funds to such Persons as Licensor may designate in writing. If monies are deposited into local bank account(s) for the credit of Licensor, Licensee shall not make any withdrawals from such account(s) without Licensor's written authorisation, except for purposes of remitting such amounts to Licensor. Licensee shall also forward monthly bank statements of such account(s) to Licensor and all interest earned from such account(s) shall be legally and beneficially owned by Licensor. Licensee shall use diligent efforts to assist Licensor in remitting monies contained in such bank account(s) to Licensor.



#### 4. DELIVERY

- 4.1 Licensor shall deliver the Delivery Materials to the Licensee in accordance with the provisions of the Specific Terms on or before the Delivery Date. Where possible, and unless otherwise specified in the Specific Terms or mutually agreed between the Parties, all Delivery Materials shall be delivered by courier or airfreight. Licensor shall effect delivery of the Delivery Materials by one of the methods listed in the Specific Terms, as selected by Licensor for each item, as follows:
- 4.1.1 Where "Physical Delivery" is indicated, Licensor shall deliver to the delivery location specified by Licensee the Delivery Materials in the manner listed in the Specific Terms;
- 4.1.2 Where "Laboratory Access" is indicated, Licensor shall provide Licensee with laboratory access to those Delivery Materials specified in the Specific Terms for purposes of manufacturing necessary exploitation materials. Such access will be pursuant to the terms of any laboratory access letter attached as a schedule to the Specific Terms or, if no such laboratory access letter is attached hereto, by a laboratory access letter that is in a format conventionally used by Licensor. The applicable Delivery Materials will be held in a recognised laboratory or facility in Licensor's name and be subject to the requirements of the Laboratory Access Letter. Licensee shall order exploitation materials for the Programme to be manufactured from such Delivery Materials at Licensee's sole expense;
- 4.1.3 Where "Loan Of Materials" or "On Loan" is indicated, Licensor shall deliver on loan, to the delivery location specified by Licensee, the applicable Delivery Materials listed in the Specific Terms. The Delivery Materials so loaned to Licensee shall (a) only be used for duplication purposes and for no other purpose and (b) be held in a laboratory or facility subject to Licensor's reasonable Approval, and Licensee shall return the same to Licensor within the time specified in the Specific Terms, or in the absence of any such provision in the Specific Terms, within a reasonable time designated by Licensor;
- 4.1.4 Where "Electronic Delivery" is indicated, Licensor may deliver the Delivery Materials via so-called 'cloud' based TCP/IP and or WAP asset delivery platform such as Smartjog and Cloud4Media. Subject to the Specific Terms, Licensor shall supply Licensee with an appropriate secure login in order to access the Delivery Materials. Licensee shall be solely responsible for making arrangements necessary to receive and/or access such Delivery Materials including without limitation downloading or procuring any software or other materials required. Licensor makes no warranty or representation (whether express or implied) as to the compatibility of such software or materials to Licensee's own equipment and systems and as such shall not be liable for any failure loss or damage caused thereto. Licensee's failure to make suitable receiving arrangements, or failure to receive any Programme due to technical or reception failure will not affect Licensee's obligations under this Agreement. If Licensee experiences a technical failure of transmission or reception, Licensor, upon and subject to receipt of timely Notice, shall attempt, at Licensee's sole cost, to assist Licensee to receive a retransmission;
- 4.1.4 Where "Satellite Delivery" is indicated, Licensor may deliver the Physical Materials to Licensee by satellite transmission commensurate with available materials and Licensee's equipment. Licensor is responsible for all "uplinking" transmission costs, and Licensee is responsible for arranging to receive the satellite reception and for all "downlinking" reception costs. Licensee's failure to make suitable "downlinking" receiving arrangements, or failure to receive any Programme due to technical "downlink" or reception failure will not affect Licensee's obligations under this Agreement. If Licensee experiences a technical failure of transmission or reception, Licensor, upon and subject to receipt of timely Notice, shall attempt, at Licensee's sole cost, to assist Licensee to receive a retransmission.
- 4.2 Each item comprising the Delivery Materials are considered technically satisfactory if Licensee does not notify Licensor otherwise within thirty (30) days after Licensor's delivery of said Delivery Materials. If Licensee so notifies Licensor, then Licensee shall, if Licensor elects, immediately return to Licensor any Delivery Materials which Licensee claims are defective (together with a full technical report explaining the defect). Upon Licensor's independent review, Licensor may at the Licensor's sole discretion elect to either 1) correct any defects or 2) deliver new Delivery Materials or 3) may determine that it is not reasonable or practicable for the Delivery Materials to be replaced or corrected and elect to refund in whole or in part any Licence Fee or Advance on a pro rata basis..
- 4.3 In the event the Delivery Materials do not include Advertising Materials, then Licensee shall obtain Licensor's prior Approval before using any other advertising or promotional material not provided by Licensor.
- 4.4 Title to all Delivery Materials remains with Licensor, subject to the rights of Licensee hereunder. Except only for purposes of exploiting the Licensed Rights in the Territory or as otherwise expressly provided herein, Licensee shall not make or permit others to make any reproductions of the Programme or Delivery Materials relating thereto or to permit any such reproductions or Delivery Materials to be removed from the Territory without Licensor's Approval. Licensee shall exercise due care in safe-guarding all Delivery Materials, will assume all risk for theft or damage following delivery and while they are in Licensee's possession and shall maintain appropriate insurance to cover their destruction or loss. If requested by Licensor, Licensee shall supply to Licensor insurance certificate(s) evidencing such insurance.
- 4.5 Unless otherwise stated in the Specific Terms:
- 4.5.1 Licensor shall pay for the cost of the Delivery Materials that are delivered by Licensee; and
- 4.5.2 All costs arising from delivery of the Delivery Materials and their return to Licensor (including but not limited to shipping charges, shipping insurance, import fees, duties, brokerage fees, storage charges and related charges) are Licensee's sole responsibility.
- 4.6 Upon termination of this Agreement for each Programme, Licensee shall at Licensor's election either: (a) return all Delivery Materials to Licensor at Licensee's expense within seven (7) days of request or (b) destroy all Materials and provide Licensor with a customary certificate of destruction within seven (7) days of request.
- 4.7 In the event that Licensor shall not be able to deliver the Delivery Materials for the Programme by the latest date specified in the Specific Terms, if any, ("Outside Delivery Date") Licensor shall notify Licensee not later than fourteen (14) days prior to such Outside Delivery Date specifying a new delivery date and the Outside Delivery Date shall automatically extend to the date contained in such notice PROVIDED THAT the Outside Delivery Date shall not be extended for more than the total period of all event(s) of Force Majeure (as provided in Clause 16), or six (6) months from the original Outside Delivery Date, whichever is the later (the "Extended Outside Delivery Date"). If Licensor fails to deliver the Programme, or notify Licensee that the Programme is available for delivery, by the Extended Outside Delivery Date, then Licensee may give written notice to Licensor demanding delivery of the Programme. If Licensor

falls or is unable to deliver the Delivery Materials for the Programme within thirty (30) days after receiving such written notice, either Party has the right within the next thirty (30) days to rescind this Agreement by written notice to the other Party which the Licensee acknowledges and agrees is the sole remedy for Licensor's failure to make the Programme available for delivery. In the event of such rescission, neither Party has any further obligation to the other, except that Licensor shall return any License Fee and/or Advance actually paid by Licensee and received by Licensor in connection with this Agreement, net of withholding taxes and bank fees, and Licensee shall immediately return any and all Delivery Materials relating to the Programme. If neither Party exercises such right of rescission, this Agreement shall remain in full force and effect, and Licensor's later delivery is deemed excused.

## 5. DUBBING & EDITING

- 5.1 In the event the Delivery Materials do not include a dubbed and/or sub-titled version of the Programme in the Languages and only if expressly so authorised in the Specific Terms then the Licensee shall have the non-exclusive right, at its own expense, to dub and/or sub-title the Programme in the Languages (or authorises others so to do) and the Licensor shall timely provide Licensee with any dubbing, subtitling or editing requirements or restrictions applicable to the Programme or the Advertising Materials. Licensee shall comply with all these requirements in creating an authorized dubbed, subtitled or edited version of the Programme and the Advertising Materials PROVIDED ALWAYS the Licensee shall in all instances ensure that the dubbed soundtrack and/or sub-titles are close translations of the original language script and the production of the Dubbed Version is entrusted to a reputable dubbing house. If the Programme has no dialogue or voice-over, the Licensee's rights shall be limited to translating the titles and credits.
- 5.2 In part consideration of the rights granted herein, Licensee hereby irrevocably assigns to Licensor, by way of present assignment of future rights, the entire copyright and all other rights now or hereafter existing in all media now known or hereafter developed in perpetuity in any Dubbed Version produced by or on behalf of Licensee and Licensee undertakes, at the Licensee's own cost, to do any acts required (including but not limited to the execution of any documents) in order to further perfect and/or effect the assignment of such rights to Licensor. The aforesaid assignment of the amounts specified in Clause 5.3 below and shall operate as a present assignment of future copyright. In producing such Dubbed Version, Licensee will ensure that it secures all necessary rights to enable it to irrevocably assign such rights to Licensor (including without limitation the waiver of all or any moral rights), and further buys out to the maximum extent possible at law any rights to residual or use payments of any contributors to the Dubbed Version so as to enable Licensor to enjoy the full and unrestricted exploitation of the Dubbed Version throughout the World in all media now known or hereafter developed in perpetuity without further compensation to the Licensee and/or the need to make any payments to any party.
- 5.3 Subject only to receipt by the Licensee from the Licensor (or its designee) of an amount equal to fifty percent (50%) of the verifiable and attributable costs of (a) dubbing and/or sub-titling the Programme to create the Dubbed Version and (b) costs of duplication (including without limitation tape costs), the Licensee agrees to permit Licensor or any third party authorised by Licensor access to and unrestricted use of any Dubbed Version of the Programme produced by or on behalf of Licensee and to any foreign language Advertising Materials provided such use does not conflict with the rights granted to Licensee hereunder.
- 5.4 Except as expressly provided in this Agreement, each episode of the Programme as supplied by the Licensor must be exhibited in their original continuity, without alteration, interpolation, cut or elimination. Without limiting the foregoing Licensee may not:
- 5.4.1 alter or delete any titles, credits, announcements, credit, logo, copyright notice or trademark notice appearing on the Programme;
- 5.4.2 include any advertisements or other material in the Programme, without Licensor's Approval, other than (a) the credit or logo of Licensee as described in Clause 7.2.3 or (b) an approved anti-piracy warning as provided in Clause 11 or (c) the commercials for the Programme's exploitation on Standard Television or (d) on-air scheduling promotions for other programmes and/or special promotions for viewers that are advertising commercial products and/or services.
- 5.5 Promptly upon delivery to Licensee of the Delivery Materials, Licensee shall apply for censorship licensing where required and compliance with and approval when required of the Programme to all codes, laws and regulations of all required and competent agencies and organisations in each country within the Territory. If any editing changes are required in the Programme by reason of any censorship objections, Licensee shall promptly notify Licensor in writing, identifying the specific changes required and must request Approval by Licensor of all changes made by Licensee. Subject to the foregoing and any rights held by the Programme's director or other third parties, and subject to Licensor's Approval, Licensee may make such changes at Licensee's expense, but only to the extent required to meet the specific censorship objections. Notwithstanding the previous sentence, Licensor has the right to designate a representative to make such changes or to supervise Licensee in the making of such changes. Licensee understands, acknowledges and agrees that Licensor makes no warranties, assurances or representations concerning regulatory compliance and censorship. Licensor is not liable for any damages to Licensee if censorship approval, regulatory compliance and/or licensing cannot be secured and Licensor is not obligated to refund any sums paid by Licensee. Licensee shall use its best efforts to secure censorship licensing, regulatory compliance and approval, including promptly applying for rehearings or appeals and undertaking all other available remedies in the event of any refusal of license or approval.

## 6. CLEARANCES

6.1 Licensor shall deliver to Licensee a set of music cue sheets for the Programme as part of the Delivery Materials and hereby represents that the performing rights in any and all music incorporated in the soundtrack of the Programme are either:

6.1.1 in the public domain; or

6.1.2 controlled by Licensor, in which case such rights are hereby licensed to Licensee without additional payment; or

6.1.3 controlled by the appropriate performing rights society having jurisdiction, in which case Licensee undertakes to procure and pay for any licences required to perform any music, musical works and sound recordings in each Programme delivered hereunder and to hold Licensor harmless from any liability, loss, damage or expense arising from Licensee's failure to do so.

6.2 Only to the extent as set forth in the Specific Terms, Licensee shall in addition to the Licence Fee pay to Licensor the amount of any and all additional residual, repeat or re-use fees of whatever kind and nature due and payable by virtue of the exercise of any of the Rights granted to Licensee hereunder within ten (10) days of such sums becoming due or (if later) within ten (10) days of written notice from Licensor as to the amount of any such payments. Licensee shall provide to Licensor all such information as Licensor shall require (as and when required) in order for Licensor to calculate the amount of such payments whether or not Licensee is to bear the cost thereof pursuant hereto.

## 7. PROMOTION & ADVERTISING

7.1 Licensor shall prior to the Delivery Date provide Licensee with a list of all required screen credits (if not already contained in the Programme), paid advertising, publicity and promotional requirements.

7.2 Subject to Licensor's requirements and the provisions of this Agreement, and solely for the purposes of promoting its transmissions and/or exploitation of the Programme, Licensee will have the non-exclusive right at its sole expense to:

7.2.1 transmit by way of television (however effected) excerpts from the Programme not exceeding two (2) minutes in the aggregate;

7.2.2 include in all such advertising, promotion or publicity the name, voice or likeness of any person who has rendered services on the Programme (but not as an endorsement for any product or service other than the Programme or the Licensee without Approval by Licensor); and

7.2.3 include in the beginning or end of the Programme the credit or logo of Licensee

7.3 For the avoidance of doubt:

7.3.1 Licensee shall comply with all advertising and billing requirements notified to Licensee hereunder and shall not use the name of Licensor or any person connected with Licensor or of any person appearing in or rendering services in connection with the Programme as an endorsement of any product service or commodity; and

7.3.2 Licensee may not

(a) change the title of the Programme without Approval by Licensor;

(b) alter, delete or change the relative size, order and prominence of type of any credit, logo, copyright notice or trademark notice appearing on the Programme;

(c) include any advertisements or other material in the Programme without Approval by Licensor other than Licensee's logo as described in Clause 7.2.3 or commercials for the Programme's exploitation on Standard Television; or

(d) change the name of characters featured in the Programme or any other creative elements.

7.4 Licensee shall exercise reasonable endeavours to notify Licensor at least fourteen (14) days in advance of any proposed transmission of the Programme, specifying the day and time of transmission.

## 8. TERRITORY & OVERSPILL

8.1 The Territory means only those countries or territories listed in the Specific Terms but only as their political borders exist on the date of this Agreement.

8.2 The Territory excludes, unless otherwise specified in the Specific Terms:

- 8.2.1 foreign countries' embassies, military and governmental installations, oil rigs and marine installations, airlines-in-flight and ships-at-sea located within the Territory; and
- 8.2.2 contiguous territories, colonies, ex-colonies and protectorates of any country within the Territory.
- 8.3 In exploiting any of the Home Entertainment Rights, the Territory shall include the relevant countries' military and governmental installations, oil rigs and marine installations and embassies wherever located, but only to the extent that they may be exploited in accordance with such Rights.
- 8.4 Licensor does not warrant that it has granted or can grant exclusively protection against reception in the Territory, of broadcasts of the Programme originating outside of the Territory. The foregoing shall apply specifically but without limitation in cases where the Territory includes any country in the European Economic Community or the European Economic Area.
- 8.5 Subject always to Clause 8.2, the Licensor acknowledges that, in relation to the Standard Television Rights, the Licensee's broadcast of the Programme(s) from inside the Territory may be received outside the Territory due to the inherent nature of the means of over-the-air and satellite distribution systems ("Overspill"). The Parties agree that such Overspill shall not constitute a breach of this Agreement.
9. **HOLDBACK**
- 9.1 If the Specific Terms indicate a Holdback or Holdback Period on any Right licensed to Licensee, then during the applicable Holdback Period, Licensee may not exercise or authorise the exercise in the Territory of such Right.
- 9.2 If the Specific Terms indicate a Holdback or Holdback Period on any of Licensor's Reserved Rights, then during such applicable Holdback Period, Licensor may not exercise or authorise the exercise in the Territory of such Reserved Right. However, Licensor may enter into agreements at any time authorising the exercise of each such Reserved Right after the expiration of the applicable Holdback Period.
10. **COLLECTION SOCIETIES**
- 10.1 Licensee acknowledges, that the Licensee has no right to receive from any currently existing or hereafter established collecting societies and organisations operating in the Territory the following royalty payments arising from the Licensee's exploitation of the Rights within the Territory:
- 10.1.1 royalties from cable retransmissions;
- 10.1.2 royalties from cable television systems, or other retransmission systems, which retransmit the signal, originated by Licensee, with or without Licensor's authorisation;
- 10.1.3 blank cassette royalties; and
- 10.1.4 ancillary use royalties,
- in each case the foregoing shall be part of a Reserved Right.
- 10.2 Should Licensee collect any such sums, Licensee will remit said amount immediately to Licensor.
11. **COPYRIGHT PROTECTION & ANTI-PIRACY**
- 11.1 Licensee shall promptly notify Licensor in writing of any infringement ("Infringement") in the Territory of any Rights or Reserved Rights in and to the Programme under the copyright and similar laws of the Territory which comes to its attention, whether by any unauthorised or illegal exploitation of any Rights or Reserved Rights and/or the Intellectual Property thereto or by a failure to comply with the terms of this Agreement or any agreement with a subdistributor under which any Rights have been granted. Licensee shall not bring or institute any legal action or proceeding (or any other form of redress afforded by law, or by procedures or mechanisms established by third party media owners) with respect to any Infringement ("Action") without Approval by Licensor and only after Licensor and Licensee have agreed on the appropriate course of Action, their respective liability for the costs and expenses of the applicable Action ("Litigation Costs") and their respective shares of any such recovery in that Action ("Recovery/Recoveries"), provided that it shall only be in exceptional circumstances (and without prejudice to any other right or remedy) that Licensor shall bear any part of Licensee's Litigation Costs arising from a failure by Licensee or its subdistributor to comply with the terms of this Agreement or a subdistribution agreement. Should Licensor and Licensee fail to agree in writing concerning the Litigation Costs and Recovery within fifteen (15) days after Licensor has approved commencement of any Action, then Licensor's prior Approval shall be deemed to be withdrawn and Licensor shall have the sole right to institute or bring the applicable Action and may retain all Recoveries pursuant thereto. In the event the Licensor and Licensee reach an agreement in writing all Litigation Costs are repaid to Licensor and Licensee as their interests may appear solely from any Recovery in the applicable Action; and any Recovery shall not be deemed Gross Receipts but are divided as agreed in writing between Licensor and Licensee.
- 11.2 Licensee shall include in each copy of the Programme distributed under its authority the copyright notice and anti-piracy warning supplied by Licensor. A "copy" of a Programme includes but is not limited to all masters, tapes, discs or other

physical devices embodying the Programme and any other media now known or hereafter developed in which the Programme is reproduced and their packaging.

- 11.3 Unless otherwise indicated by Licensor, there shall be a copyright notice on each copy of each Programme, the form of which shall be supplied to the Licensee by the Licensor as part of the Delivery Materials.
- 11.4 If IP-Based Rights comprise all or part of the Rights licensed to Licensee in the Specific Terms, then Licensee shall only make the Programme available by means of media comprised within such IP-Based Rights where such media are Closed (as defined in Schedule 1). On reasonable written request from Licensor and without prejudice to Clause 15 or any other requirement or obligation in this Agreement, Licensee shall promptly provide Licensor with such verification as may be requested by Licensor demonstrating compliance with the Closed requirements in this Clause 11.4 (which may include reports and/or other documentation and/or access to technical facilities under Licensee's control). If Licensee does not provide such verification for any reason or Licensor is not satisfied (acting reasonably) with the verification supplied, then Licensor may give Licensee written notice suspending forthwith any further exploitation of the relevant IP-Based Rights with which Licensee agrees to immediately comply. Such suspension shall continue until such time as Licensor may be satisfied by Licensee as to compliance with the said requirements and sends Licensee a notice rescinding the suspension. For the avoidance of doubt Licensor's good faith determination to suspend the relevant IP-Based Rights as above shall not constitute a breach of this Agreement.
- 11.5 Licensor and Licensee acknowledge that it is in their mutual best interest to prevent piracy of the Programme in the Territory. Licensor has informed Licensee of any substantial act of piracy of the Programme in the Territory (as at the date of this Agreement) of which Licensor is aware, and such information has been considered in determining the Advance. Licensee has also taken and shall continue to take all necessary steps to inform itself of any piracy of the Programme, whether occurring before or after the execution of this Agreement. No piracy, infringement or unauthorised distribution of the Programme however arising will allow Licensee to terminate this Agreement or reduce any amounts due to Licensor. However, Licensor shall cooperate with Licensee in seeking to prevent or remedy any such act of piracy.

## 12. WITHDRAWAL

Licensor may by notice in writing to Licensee elect to withdraw any episode of the Programme in the event that Licensor shall receive or have reasonable grounds to expect to receive a claim from any third party that the Programme does or may infringe or violate the rights of a third party whereupon this Agreement shall be deemed to have been terminated to the extent that it relates to the withdrawn episode(s) and as Licensee's sole remedy in respect of such termination, Licensor shall return so much of the Licence Fee as shall have been paid by Licensee in respect of the withdrawn episode(s) or at Licensor's sole election it may provide a replacement of equal value.

## 13. ASSIGNMENT & SUB-LICENSING

- 13.1 This Agreement is personal to Licensee. Except as provided in Clause 13.2, Licensee may not assign or transfer, mortgage, charge, securitise, delegate or otherwise encumber this Agreement, or sublicense or use an agent to exploit any of the Rights granted to Licensee, whether voluntarily or involuntarily, without the Approval of Licensor. Such Approval to be provided at Licensor's sole discretion. An assignment or transfer of a controlling interest in Licensee's capital stock or other evidence of ownership is deemed an assignment, transfer or sublicense for which Licensor's consent must be first obtained. Any assignment, transfer or sublicense of this Agreement will: (a) be binding on such authorised assignee, transferee, subdistributor or agent; and (b) not release Licensee of any of its obligations hereunder. Licensee warrants and represents that all of its subdistributors, sublicensees or agents shall comply with any and all of the terms, conditions and obligations of Licensee hereunder and the failure of any such subdistributor, sublicensee and/or agent to comply with the terms hereof shall constitute a material breach of this Agreement for which Licensee is fully liable to Licensor. In particular, Licensee is liable to Licensor for any distribution results under-reported by any subdistributor, Affiliate or agent, or any other third party.
- 13.2 Licensee may transfer or assign this Agreement to any wholly owned subsidiary or to any Affiliate which is wholly owned by any company which wholly owns Licensee without Approval by Licensor (but with written notice to). In such instance, all references to Licensee in this Agreement will include such subsidiary or affiliated company and Licensee remains liable to Licensor for all obligations of such assignee hereunder.
- 13.3 Licensor may freely assign, transfer or sublicense any of its rights under this Agreement, but no such assignment, transfer or sublicense will relieve Licensor of its obligations hereunder, unless it is to an entity which acquires all or substantially all of Licensor's assets.

## 14. WARRANTIES & INDEMNITY

14.1 Licensor warrants, represents and agrees that:

- 14.1.1 it has the legal right to enter into this Agreement and to grant the Rights for the Territory during the Term, which (subject only to Clause 6) are exercisable during the Term free and clear of any liens, fees and charges; and,
- 14.1.2 if Rights have been granted to Licensee on an exclusive basis herein, it has not granted and will not grant to any other Person any of the said Rights during the Term.

- 14.2 Licensor agrees to indemnify and hold Licensee (including its officers, directors, partners, shareholders, employees and agents) harmless from all claims and expenses (including reasonable outside attorneys' fees) arising out of breach by Licensor of such warranties in clause 14 of this Agreement. Should any claim or demand be made against Licensee in relation to which Licensee may be entitled to indemnify hereunder ("Claim"), Licensee shall give prompt notice thereof to Licensor, and Licensor may, in its sole discretion, defend, settle or compromise any Claim through counsel of its choice on such terms and in such manner as Licensor may, in its sole discretion, determine. Licensor has the right to terminate this Agreement (exercisable by notice to Licensee effective immediately) should any Claim be made that Licensee's exploitation of the Rights in the Territory infringes or would infringe any copyright or other similar rights. In the event of any such termination of this Agreement, Licensor shall fully refund all portions of the License Fee and/or Advance actually received from Licensee to the extent that they have not yet recouped by Licensee from the exercise of the Rights to that date in the event of it relating to certain episodes only on a pro rata basis, but Licensor shall in no event be liable to Licensee for any consequential damages or lost profits. Licensor does not make and hereby expressly disclaims any warranty, representation, agreement or indemnity not expressly set forth herein.
- 14.3 Licensee warrants, represents and agrees that:
- 14.3.1 it has full authority to enter into and completely perform this Agreement;
  - 14.3.2 it has and will not undertake any action which might impair prejudice or derogate from Licensor's rights under this Agreement;
  - 14.3.3 there are no existing or threatened claims or litigation which would adversely affect or impair Licensee's ability to completely perform under this Agreement;
  - 14.3.4 it will honour all restrictions on the exercise of the Rights or any other rights granted in this Agreement, including without limitation Clauses 2.4 & 11.4 and Holdback Periods (if any);
  - 14.3.5 it will not exploit any Reserved Rights in the Programme; and;
  - 14.3.6 it owns the intellectual property rights including but not limited to copyright to any Dubbed Version of the Programme assigned to the Licensor as per clause 5 of this Agreement.
- 14.4 Licensee shall indemnify and hold Licensor (including its officers, directors, partners, owners, shareholders, affiliates, employees and agents) harmless against all claims and expenses (including reasonable outside attorneys' fees) and liabilities due to Licensee's failure to abide by any restriction on the exercise of any rights granted to it or for any breach of Licensee's obligations, representations and warranties under this Agreement and in relation to any of Licensee's actions as a distributor. Licensee shall remain responsible for honouring Licensee's indemnities despite any assignment or sublicense pursuant to Clause 13.

## 15. DEFAULT & TERMINATION

- 15.1 Either Party may terminate this Agreement with immediate effect if the other party:
- 15.1.1 breaches the terms of this Agreement (and if remediable the breach has not been remedied within 14 days of receiving notice requiring it to be remedied); or
  - 15.1.2 persistently breaches any one or more terms of this Agreement; or
  - 15.1.3 ceases or threatens to cease to carry on business; or
  - 15.1.4 is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances.
- 15.2 In addition to the rights to terminate the Agreement under clause 15.1 above, the Licensor shall have the right to terminate this Agreement with immediate effect if:
- 15.2.1 Licensee fails or refuses to make or deliver any payment or statement due to Licensor under the terms of this Agreement after they fall due provided that such payment is more than seven (7) days outstanding;
  - 15.2.2 Licensee fails or refuses to obtain Approval by Licensor as required by the terms of this Agreement;
  - 15.2.3 Licensee fails to distribute the Programme as required by the terms hereof or any exploitation by Licensee, its Affiliates, partners, agents, licensees, assignees, or any person or entity acting on its behalf or under its control or authority, of the Programme by any means, or in any manner or media is inconsistent with, or in contravention of, this Agreement.

- 15.3 In the event of any action, suit or proceeding hereunder, Licensor and Licensee, each as to and for the benefit of the other hereby irrevocably:
- 15.3.1 submit to the exclusive jurisdiction of the courts of England and Wales (the "Applicable Court") for the purpose of any action, suit or proceeding arising out of or related to the subject matter of, or transactions contemplated by, this Agreement (each and "Applicable Action");
  - 15.3.2 save where precluded by law, waive and agree not to assert (by way of motion, by way of defense or otherwise) in any Applicable Action brought in the Applicable Court any claim that: (a) it is not subject personally to the jurisdiction of the Applicable Court; (b) the Applicable Action is brought in an inconvenient forum; (c) venue of the Applicable Action is improper; or (d) this Agreement or its subject matter may not for any other reason be enforced in the Applicable Court;
  - 15.3.3 consent to service of process of the Applicable Court in the same manner as any other Notice is served on Licensor or Licensee (as the case may be);
  - 15.3.4 agree that the judgment, upon exhaustion or expiration of all rights to appellate review in England and Wales, shall be conclusive and may be enforced in any other jurisdiction; and
  - 15.3.5 agree not to challenge the enforcement of the final judgment of the courts of the England and Wales on any grounds should either Party seek to enforce such judgment in a jurisdiction outside England and Wales.
- 15.3 Notwithstanding the above, if either Party so elects by notice to the other, any dispute or claim arising out of or relating to this Agreement (including any dispute regarding delivery or the quality of materials delivered by Licensor) or the breach hereof must be resolved by binding arbitration in English in England and Wales, in accordance with the rules and procedures of Independent Film and Television Association ("IFTA") as such may be amended from time to time, which rules and procedures are incorporated into and made part of this Agreement. The Parties agree to abide by and perform in accord with any award rendered by the arbitrator in such arbitration proceedings and any such decision or award shall be final and conclusive and may be enforced in any court of law with jurisdiction over any of the Parties. All notices required to be given to effectuate service to initiate arbitration or to confirm an arbitration award shall be deemed to have been duly served if sent by certified post (whether or not the return receipt is returned to the party giving notice by the party receiving notice).

## 16. GENERAL PROVISIONS

- 16.1 All notices to be given by either Party under the terms hereof (a "Notice") shall be in writing and shall be deemed to have been duly served if delivered or sent by hand, telex, facsimile, telegram or courier correctly addressed to the relevant Party at that Party's registered office, as reflected in the Specific Terms, or other address advised by that Party in writing, and any Notice so given shall be deemed served: (i) if hand delivered, at the time of delivery; (ii) if sent by telex or facsimile during Business Hours on the date of sending and if sent outside Business Hours on the next Business Day and (iii) if sent by telegram or courier, within two (2) business days of the date that such telegram or courier package is sent. All Notices and deliveries to Licensor, unless Licensor serves Notice to the contrary, shall be sent to the address set forth in the Specific Terms for the attention of the Head of Business Affairs.
- 16.2 This Agreement sets forth the entire agreement and understanding between the Parties in respect of the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements representations or understandings between the parties relating to such subject matter and is not affected by any other promise representation, warranty, usage, custom or course of dealing and may not be varied except by an instrument in writing signed by both Parties to this Agreement. The Parties confirm that they have not entered into this Agreement in reliance on any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement shall exclude liability for any fraudulent statement or act made prior to the date of this Agreement.
- 16.3 No failure to exercise, and no delay on the part of either Party in exercising or enforcing, any right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right, power or privilege. If either Party shall expressly waive any breach, such waiver shall not operate as a waiver of a similar breach on another occasion or as a waiver of any other breach.
- 16.4 All rights, remedies and powers conferred upon the Parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by this Agreement, law or otherwise.
- 16.5 Neither Licensor nor Licensee is in breach of any term or condition hereof and shall not be liable or responsible to the other to the extent its performance is materially delayed or hindered by reason of acts beyond its control including but not limited to acts of God, government, war or other disturbances, acts (whether misfeasance or nonfeasance and whether or not negligent) of any carrier, transportation facility or laboratory, war, civil war, fires, floods, epidemic, utility disruption, insurrection or riots, strikes or lock outs weather or any other cause, whether or not similar, not within its reasonable control and/or which it could not by reasonable diligence have avoided or prevented against ("Force Majeure"). Should any Force Majeure delay or hinder performance by either Licensor or Licensee for a period in excess of one (1) month, then the other Party may terminate the Term on ten (10) days Notice. No Force Majeure or other event or excuse shall extend the duration of the Term or excuse Licensee's failure to make any payment to Licensor hereunder, and only the provisions of Clause 3.10.4 shall apply should any Force Majeure affect payments to Licensor hereunder.
- 16.6 Nothing in this Agreement shall be deemed to create a partnership, joint venture, or any relationship other than as Licensor/Licensee and in no event shall either Party be liable for the actions, statements or omissions of the other.

- 16.7 Licensee shall keep the terms of this Agreement confidential and shall not disclose them to third parties, other than to its shareholders, Affiliates, financiers, accountants, professional advisors or prospective purchasers, without Licensor's Approval. SAVE ONLY such Licensor Approval shall not be required where disclosure is required by law, stock exchange or by a regulatory or tax authority having jurisdiction over the Licensee.
- 16.8 This Agreement may be executed in any number of counterparts (original, facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF)) by the parties hereto, each of which when executed and delivered shall constitute an original but all the counterparts shall together constitute one and the same instrument.
- 16.9 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 that Act.
- 16.10 If any one or more of the provisions contained in this Agreement are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be effective.



**SCHEDULE 1**

**RIGHTS DEFINITIONS**

Definition	Meaning
All Rights	Shall mean All Television Rights, Cable Retransmission Royalty Rights, Home Entertainment Rights, Clip Rights, Website/Microsite Rights, Formats (General) Rights, Non-Theatric Rights, Theatric Rights, Merchandising Rights, Product Merchandising Rights, Product Merchandising Rights and Music Rights
All Television Rights	Shall mean Standard Television and Non-Standard Television
Advertising Video On Demand (AVOD)	Shall mean the on-demand access to content that is advertising – supported where no additional fee, subscription, service charge or other payment is charged to the viewer / End User and where the viewer / End User independently selects the time (after the initial transmission) at which he or she wishes to watch the content in his/her discretion without reference to a list of viewing times generated by a service provider and to stop and start, pause fast-forward and rewind (or any of these functionalities) the content using computer information storage, retrieval and management techniques.
Audio Publishing (Original) Rights	Shall mean the right to adapt and abridge the spoken soundtrack of the Programme or any part thereof for the purposes of producing in sound only an audio recording of the Programme alone or in conjunction with other non-visual content (the "Audio Recording") (it being acknowledged and agreed that short extracts from the music soundtrack of the Programme may be incorporated only for the purposes of introductory/linking material) and to exploit such Audio Recording by any method or means of music delivery whether now known or hereafter invented by or through which sound may be reproduced (including without limitation download and streaming). The Audio Publishing Original rights shall exclude the Soundtrack Record Rights.
Audio Publishing (Spin Off) Rights	Shall mean the right to adapt and abridge the spoken soundtrack of the Programme or any part thereof for the purposes of producing in sound only an audio recording of any Spin Off of the Programme alone or in conjunction with other non-visual content (the "Audio Recording") (it being acknowledged and agreed that short extracts from the music soundtrack of any Spin Off of the Programme may be incorporated only for the purposes of introductory/linking material) and to exploit such Audio Recording by any method or means of music delivery whether now known or hereafter invented by or through which sound may be reproduced (including without limitation download and streaming). The Audio Publishing (Spin Off) Rights shall exclude the Soundtrack Record Rights.
Basic Television (Cable / Satellite)	Shall mean the right to distribute, communicate to the public and/or transmit the Programme which can only be viewed by a viewer/End User making payments (usually monthly) or other consideration to the provider or operator of the said network to receive a basic tier(s) or package(s) of programming where such payments or other consideration are in addition to (a) any payments necessary for the purchase or lease of hardware or receiving equipment on which to view and/or unencrypt the relevant programming and/or (b) payments of any government levied licence fee or tax connected with receiving programming as opposed to a dedicated premium fee, but excluding Relay Cable Television Non-Standard Television and Cable Retransmission Royalty Rights.
Book Publishing (Original) Rights	Shall mean the right to print, publish, record, distribute and sell in volume, mechanical and/or electronic form and to distribute and sell or otherwise exploit in all languages any story or serial or series of articles and/or illustrations based on the Programme or any element of it or any novelised version, adaptation, dramatisation, transcript or summary or expansion or narrative based on the Programme or excerpts from the Programme or any part thereof including without limitation TV tie-in storybooks, workbooks, activity books, colouring books, annuals, sound books (meaning books where there are buttons to press to make a sound), board books, general novelty books, pop-up books, bath books, concept books, picture books, non-fiction books, book and gift packs and book and tape packs, quotations and extract rights, anthology rights, digest book condensation rights, translation rights, the right to publish an extract or extracts or abridgement in a newspaper (but in no other magazine or periodical) prior or subsequent to publication for promotional purposes only, and book club rights.
Book Publishing (Spin Off) Rights	Shall mean the right to print, publish, record, distribute and sell in volume, mechanical and/or electronic form and to distribute and sell or otherwise exploit in all languages any story or serial or series of articles and/or illustrations based on the Programme or any element of it or any novelised version, adaptation, dramatisation, transcript or summary or expansion or narrative based on any Spin Off of the Programme or excerpts from any Spin Off of the Programme or any part thereof including without limitation TV tie-in storybooks, workbooks, activity books, colouring books, annuals, sound books (meaning books where there are buttons to press to

	make a sound), board books, general novelty books, pop-up books, bath books, concept books, picture books, non-fiction books, book and gift packs and book and tape packs, quotations and extract rights, anthology rights, digest book condensation rights, translation rights, the right to publish an extract or extracts or abridgement in a newspaper (but in no other magazine or periodical) prior or subsequent to publication for promotional purposes only, and book club rights.
Cable Television	Shall mean the right to distribute, communicate to the public and/or transmit the Programme by means of a cable, wire, telephone line and/or fibre optic network (including a Closed xDSL network), which can only be viewed by a viewer/End User making payments or other consideration to the provider or operator of the said network (including to receive tier(s) or package(s) of programming, including without limitation a Basic Television tier) where such payments or other consideration are in addition to (a) any payments necessary for the purchase or lease of hardware or receiving equipment on which to view and/or unencrypt the relevant programming and/or (b) payments of any government levied licence fee or tax connected with receiving programming, but excluding Relay Cable Television Non-Standard Television and Cable Retransmission Royalty Rights.
Cable Retransmission Royalty Rights	the right during the Term to apply for and collect revenues from any source (including agencies or organisations established for the purpose of collecting and disbursing such revenues, such as AGICOA or VGF) which are generated as a result of the retransmission (whether by cable, microwave transmission, over-the-air broadcast or otherwise) of, or as a result of any recording from any television broadcast of the Programme (whether such television broadcast should be by means of cable, microwave transmission, satellite or over-the-air broadcast or otherwise) which is made from a place within the Territory. All revenues generated less any agency commission shall form part of Gross Receipts.
Catch-Up Rights (Free)	<p>Shall mean the non-exclusive right to make the Programme available by means of on-demand exhibition that is distributed via Standard or Non-Standard Television broadcast where no additional fee, subscription, service charge or other payment is charged to the viewer / End User and where the viewer / End User independently selects the time (after the initial broadcast) at which he or she wishes to view a Programme in his/her discretion without reference to a list of viewing times generated by a service provider and to stop and start, pause fast-forward and rewind (or any of these functionalities) the exhibition of such Programmes using computer information storage, retrieval and management techniques. It is expressly understood that the Catch-up Rights shall:</p> <ul style="list-style-type: none"> <li>- only be offered to viewers / End Users free of charge;</li> <li>- only be offered to viewers / End Users via streaming;</li> <li>- only be offered to users for a period of seven (7) days following Licensee's first broadcast exhibition of a Program Episode on the Licensed Channel; and</li> <li>- only be at the instigation of and at a time scheduled solely by the viewer / End User and not from a selection of viewing times pre-established or pre-scheduled by the Licensee during said seven (7) day period.</li> </ul> <p>In addition, Licensee expressly agrees that each Programme episode shall be removed from Licensee's service(s) immediately following the seven (7) day period. For the avoidance of doubt, nothing contained herein shall restrict Licensor's ability to grant the Catch-up Rights or any similar rights and licenses to third parties or prevent Licensor from marketing, distributing, selling, offering or otherwise exploiting the Program(s) via any form of video-on-demand before, during or after the License Period.</p>
Catch-Up Rights (Pay)	<p>Shall mean the non-exclusive right to make the Programme available by means of on-demand exhibition that is distributed via Standard or Non-Standard Television broadcast following payment of a fee by the viewer / End User and where the viewer / End User independently selects the time (after the initial broadcast) at which he or she wishes to view a Programme in his/her discretion without reference to a list of viewing times generated by a service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of such Programmes using computer information storage, retrieval and management techniques. It is expressly understood that the Catch-up Rights shall:</p> <ul style="list-style-type: none"> <li>- only be offered to viewers / End Users via streaming;</li> <li>- only be offered to viewers / End Users for a period of seven (7) days following Licensee's first broadcast exhibition of a Program Episode on the Licensed Channel; and</li> <li>- only be at the instigation of and at a time scheduled solely by the viewers / End Users and not from a selection of viewing times pre-established or pre-scheduled by the Licensee during said seven (7) day period.</li> </ul> <p>In addition, Licensee expressly agrees that each Programme episode shall be removed from Licensee's service(s) immediately following the seven (7) day period.</p>

	For the avoidance of doubt, nothing contained herein shall restrict Licensor's ability to grant the Catch-up Rights or any similar rights and licenses to third parties or prevent Licensor from marketing, distributing, selling, offering or otherwise exploiting the Program(s) via any form of video-on-demand before, during or after the License Period.
Clips	Shall mean excerpts, extracts and/or clips from the Programme or created in connection with or during the production of the Programme including outtakes and still images (with or without accompanying soundtrack and/or audio material) which are no more than three (3) minutes per Programme
Clip Rights	Shall mean the right to and to authorise others to use and exploit Clips via all in all media now known or hereafter devised
Closed	Shall mean in relation to any media designated as Closed, an end to end security system incorporating the following elements: (a) password-protected End User registration process; (b) End User authentication and verification; (c) industry standard digital rights management which secures as a minimum the requirements set out in Clause 2.4 above; and (d) geo-filtering or similar or equivalent technology which confines access to End Users verifiably located in the Territory
Download to Own (Free)	Shall mean the distribution of the Programme by an authorised viewer / End User of a service whereby the service provider delivers the Programme to such viewer / End User allowing the user to download the Programme for the purpose of creating and retaining a permanent copy of the Programme on a set top box, PC, game console, remote storage device or other similar device which is capable of such receipt and permanent storage where no purchase fee is charged for such creation and retention
Download to Own (Pay)	Shall mean Download to Own One Off Transaction and Download to Own Subscription
Download to Own Transaction	shall mean the distribution of the Programme whereby the Programme is purchased at a retail price by an authorised viewer / End User of a service whereby the service provider delivers the Programme to such user allowing the user to download the Programme for the purpose of creating and retaining a permanent copy of the Programme on a set top box, PC, game console, remote storage device or other similar device which is capable of such receipt and permanent storage
Download to Own Subscription	shall mean the distribution of the Programme whereby the Programme is purchased at a retail price by a subscriber of a service whereby the service provider delivers the Programme to such subscriber allowing the subscriber to download the Programme for the purpose of creating and retaining a permanent copy of the Programme on a set top box, PC, game console, remote storage device or other similar device which is capable of such receipt and permanent storage
Download to Rent (Free)	Shall mean the right to authorise a customer transaction whereby no fee is charged for authorisation to download or stream the Programme and view at any time chosen by the viewer / End User in their sole discretion during the applicable viewing period on a single device
Download to Rent (Pay)	Shall mean Download to Rent Transaction and Download to Rent Subscription
Download to Rent Transaction	shall mean the right to authorise a customer transaction whereby a viewer / End User is charged a separate, discrete fee for authorisation to download or stream the Programme and view at any time chosen by the viewer / End User in their sole discretion during the applicable viewing period on a single device
Download to Rent Subscription	shall mean the right to authorise a customer subscription whereby a viewer / End User is charged a subscription fee for authorisation to download or stream the Programme and view at any time chosen by the customer in the customer's sole discretion during the applicable viewing period on a single device
Format	Shall mean the original idea of the Programme, together with all other distinctive elements and intellectual property which together comprise the Format including without limitation any or all of the ideas, concepts, structure, setting, characters, character relationships, themes, title, competitions, games, catch-phrases, the role of the presenter, the role of the participating member of the public and celebrity guests and animals, the principal stage properties, the order in which different parts of the Programmes are to run.

Formats (Adapted) Rights	Shall mean the right to produce programmes based on the Format and/or the same themes, situations, concepts, incidents or having the same structure as Format and including the right to use story lines for the Programme and/or series of programmes (or intended programmes) and adapted and varied as necessary for the viewing audience in the country of production (the "Local Version") and subsequently the right to exploit or authorise the exploitation of the Local Version in any and all media now known or hereafter invented;
Formats (Foreign Language) Rights	Shall mean the right to produce programmes in a foreign language based on the Format and/or the same themes, situations, concepts, incidents or having the same structure as Format and including the right to use story lines for the Programme and/or series of programmes (or intended programmes) and adapted and varied as necessary for the viewing audience in any country (the "Foreign Version(s)") and subsequently the right to exploit or authorise the exploitation of the Foreign Version(s) in any and all media now known or hereafter invented;
Formats (General) Rights	Shall mean Formats (Adapted) Rights, Formats (Foreign Language) Rights, Prequel/Sequel/Spin Off Rights, and Renewal Option Rights
Free Standard Television	Shall mean the transmission of programming by means of television distribution broadcast by UHF or VHF television broadcast station or by unencrypted digital transmission, the video and audio portions of which are intelligibly receivable without charge by means of standard roof top or television set built-in antennas (including conventional, over-the-air television as well as the collection of the retransmission copyright royalties related thereto) and where therefore viewers/End Users of such programming in the Territory are automatically entitled to receive and view such programming (whether alone or as part of a tier or package of television programme services or as part of a channel or service) without any fee or payment or other consideration being payable by such viewers/End Users, other than governmental-levied licence fees or taxes or fees, payment or other consideration in respect of equipment (including set-top-boxes) in respect of such programming (or a tier or package of television programme services or channel or service in which such programming is included) and no fee or other consideration is payable by such viewers/End Users to the relevant channel provider and/or to the distributor of such programming (other than governmental-levied license fees or taxes or fees, payment or other consideration in respect of equipment (including set-top-boxes)) in consideration of the grant of such automatic entitlement or right to view. Distribution by cable and satellite shall be deemed Free Standard Television only to the extent that such distribution constitutes a simultaneous technical extension of the Hertzian broadcast signal and/or comprises Relay Cable Television.
Free Non-Standard Television	Shall mean TV On Demand, Advertising Video On Demand (AVOD), Catch Up Rights (Free), Mobile Device (Free) Rights, Interactive (Free) Rights and Online (Free).
Home Entertainment Rights	Shall mean Video/DVD, Download to Own (Free), Download to Own (Pay), Download to Rent (Free) and Download to Rent (Pay)
Inflight Rights	Shall mean the right to exploit the Programme on airlines which fly the flag of the Licensee's Territory
Interactive (Free) Rights	Shall mean the right to exploit the Programme and/or any part of it by means of the manufacture and distribution of Interactive Media (where no fee, subscription, service charge or other payment is charged to the user)
Interactive Gaming Online Rights	Shall mean the right to exploit the, Programme or any portion of the Programme, including, without limitation, the format and characters of the Programme, (whether alone or in combination with other visual material, text, data and/or sounds) by means of and to manufacture distribute sell lease and/or hire devices or systems of any format whether now known or hereafter invented including, but not limited, to services delivered over the worldwide matrix of interconnecting computers known as the Internet, for reception or viewing on any device, including but not limited to so called "broadband" or narrowband" Internet services, as an Interactive software program(s) comprising one or more interactive games based on and/or incorporating all or any of the Work
Interactive Gaming Rights	Shall mean Interactive Gaming Online Rights and Interactive Gaming Product rights. For the avoidance of doubt Interactive Gaming Rights shall not include "Video/DVD Rights", "Non-Theatric Rights" or "All Television Rights"

Interactive Gaming Product Rights	<p>Shall mean the right to exploit the, Programme or any portion of the Programme, including, without limitation, the format and characters of the Programme, (whether alone or in combination with other visual material, text, data and/or sounds) by means of and to manufacture distribute sell lease and/or hire devices or systems of any format whether now known or hereafter invented including but not limited to:</p> <ul style="list-style-type: none"> <li>(i) any wireless media, including but not limited to services delivered via digital radio, GSM, SMS, WAP, GPRS, HSCSD, UTMS, WiFi and any other wireless standard or protocol now known or hereafter invented;</li> <li>(ii) any disc and cartridge based formats now existing or hereafter invented including CD-Rom, DVD-Rom, Sony Playstation, Sony Playstation 2, Sony Playstation 3, Sony PS Vita, Nintendo Wii, Nintendo Wii-U, Nintendo DS, Nintendo 3DS, Nintendo Game Boy Colour, Nintendo Game Boy Advance, Nintendo Gamecube, Microsoft Xbox, Microsoft Xbox 360 platforms together with any enhancements or replacements to such platforms,</li> </ul> <p>as an interactive software program(s) comprising one or more interactive games based on and/or incorporating all or any of the Work</p>
Interactive Media	<p>Shall mean the manufacture, duplication and distribution of programme material on a telecommunications system whether for synchronous or dissynchronous exhibition or performance by means of interactive playback devices or interactive systems which enable end users to select among programme elements, including without limitation text sequence of access to underlying programme material, still and moving visual images and/or sound or any combination thereof and which includes without limitation CD-I, DVD-I, CD-Rom, video games, interactive computer software, location based entertainment, arcade and coin-operated devices and games, interactive television and all other interactive devices and systems</p>
Interactive (Pay) Rights	<p>Shall mean the right to exploit the Programme and/or any part of it by means of the manufacture and distribution of Interactive Media for a fee to the user</p>
IP-Based Rights	<p>Shall mean Online (free), Online (Pay), Mobile Device (Free) Rights, Mobile Device (Pay) Rights, Website/Microsite Rights, Interactive Gaming Online Rights and any other media described in Schedule 1 or now or hereafter invented which adopts TCP/IP or any equivalent or successor protocol.</p>
Magazine Publishing (Original) Rights	<p>Shall mean the right to publish and distribute and sell or otherwise commercially exploit by all means and all media (including physical products and online distribution) in the form of or in magazines comics newspapers or periodicals and similar printed form ("Magazines") any story or serial or series of articles and/or illustrations based on the Programme or any element in it or any novelised version adaptation transcript or summary or expansion or narrative based on the Programme or excerpts from the Programme or any part thereof in Magazines. For the avoidance of doubt the Magazine Publishing (Original) Rights do not include the Book Publishing (Original) Rights</p>
Magazine Publishing (Spin Off) Rights	<p>Shall mean the right to publish and distribute and sell or otherwise commercially exploit by all means and all media (including physical products and online distribution) in the form of or in magazines comics newspapers or periodicals and similar printed form ("Magazines") any story or serial or series of articles and/or illustrations based on any Spin Off of the Programme or any element in it or any novelised version adaptation transcript or summary or expansion or narrative based on the Programme or excerpts from any Spin Off of the Programme or any part thereof in Magazines. For the avoidance of doubt the Magazine Publishing (Spin Off) Rights do not include the Book Publishing (Spin Off) Rights</p>
Mechanical Rights	<p>Shall mean the right to reproduce the music and lyrics created for the Programme as a physical product or for broadcast or online.</p>
Merchandising Rights	<p>Shall mean Publishing (Original Work) Rights, Publishing (Spin Off) Rights and Interactive Gaming Rights</p>
Mobile Device (Free) Rights	<p>Shall mean the right to exploit the Programme free of charge to any viewer / End User on any wireless device whether now known or invented, developed and released in the future which is (i) designed or adapted to be capable of being operated while a user is still in motion, (ii) capable of receiving audio and/or still or moving visual and/or audio-visual material, and (iii) either handheld or installed in a vehicle including, without limitation, mobile telephones, PDAs, smart phones, pagers or communicators capable of receiving and/or sending and/or displaying and/or storing and/or transmitting textual material and/or voice and/or data and/or video and/or multimedia communication</p>

Mobile Device (Pay) Rights	Shall mean the right to exploit the Programme for a fee to the viewer / End User on any wireless device whether now known or invented, developed and released in the future which is (i) designed or adapted to be capable of being operated while a user is still in motion, (ii) capable of receiving audio and/or still or moving visual and/or audio-visual material, and (iii) either handheld or installed in a vehicle including, without limitation, mobile telephones, PDAs, smart phones, pagers or communicators capable of receiving and/or sending and/or displaying and/or storing and/or transmitting textual material and/or voice and/or data and/or video and/or multimedia communication
Music Rights	Shall mean Synchronisation Rights, Mechanical Rights and Music Publishing Rights
Music Publishing Rights	Shall mean the right to exploit the copyright in the music and lyrics contained in the Programme including (without limitation) the right to publish printed versions of any music or lyrics contained in the soundtrack(s) of the Programme, to grant public performance and synchronisation licences in respect of such music and lyrics, to adapt and rearrange such music and lyrics, translate the lyrics into any foreign language and to grant mechanical licences to permit exercise of the Music Rights
Non-Standard Television	Shall mean Free Non-Standard Television and Pay Non-Standard Television
Non-Theatric Rights	Shall mean Inflight Rights and Other Trapped Audience Rights (Ship, Hotel, Oil Rigs)
Online (Free)	Shall mean the right to use and/or exploit and to authorise others to use and/or exploit any of the Programme in whole or in part via the internet and/or other point-to-point connection to an Internet Point-of-Presence where no fee, subscription, service charge or other payment is charged to the viewer / End User including without limitation via streaming, Download to Own (Free) and IPTV. For the purposes hereof: 'Internet Point-of-Presence' means a node, at which individual users can connect, in the international network of computers linked together by communications networks using the protocols (including without limitation TCP/IP protocol and WAP) and domain addresses defined, from time-to-time, by the World Wide Web Consortium, the Wireless Application Protocol Forum or any successors thereto. For avoidance of doubt this includes but without limitation Internet TV (programming accessible via the general Internet).
Online (Pay)	Shall mean the right to use and/or exploit and to authorise others to use and/or exploit any of the Programme in whole or in part via the Internet and/or other point-to-point connection to an Internet Point-of-Presence for a fee to the viewer / End User including without limitation via streaming, Download to Own (Pay) and IPTV. For the purposes hereof: 'Internet Point-of-Presence' means a node, at which individual users can connect, in the international network of computers linked together by communications networks using the protocols (including without limitation TCP/IP protocol and WAP) and domain addresses defined, from time-to-time, by the World Wide Web Consortium, the Wireless Application Protocol Forum or any successors thereto. For avoidance of doubt this includes but without limitation Internet TV (programming accessible via the general Internet).
Other Trapped Audience Rights (Ship, Hotel, Oil Rig)	Shall mean the right to exploit the Programme by all forms of television delivery systems in closed circuit television systems in ocean going ships under the flag of individual countries forming the applicable Territory, oil rigs and hotels, prisons, educational institutions, libraries, museums, businesses, clubs, Red Cross, summer camps, hospitals and other similar institutions, and on army bases (but excluding Inflight Rights)
Partwork (Original) Rights	shall mean the right to sell the Programme in Video/DVD format or similar form with or without a printed publication within a series of a finite number of issues which is published on a regular basis and distributed via kiosks and/or news-stands, confectioners, tobacconists, newsagents and/or by mail order subscription or so-called continuity publishing, the value of which series to a purchaser or reader thereof is in the collection of such a series and which contains, inter alia, copyright material that is included in or derived from the Programme;
Partwork (Spin Off) Rights	shall mean the right to sell any Spin Off of the Programme in Video/DVD format or similar form with or without a printed publication within a series of a finite number of issues which is published on a regular basis and distributed via kiosks and/or news-stands, confectioners, tobacconists, newsagents and/or by mail order subscription or so-called continuity publishing, the value of which series to a purchaser or reader thereof is in the collection of such a series and which contains, inter alia, copyright material that is included in or derived from any Spin Off of the Programme;

Pay Non-Standard Television	Shall mean transmission to individual or multiple receivers by all means of technology whether now known or hereafter invented other than Standard Television where a fee is payable for such transmission including without limitation Pay Per View/NVOD, Subscription Video On Demand, Mobile Device (Pay) Rights, Interactive (Pay) Rights, Catch Up (Pay), Transactional Video On Demand (TVOD), Online (Pay). For the avoidance of doubt the Licensor includes within its definition of Standard Television methods of transmission sometimes called 'non-standard' by certain third parties within the television industry and the Licensor's definitions take precedence over alternative industry meanings.
Pay Per View/Near Video on Demand (NVOD)	Shall mean a service distributed via television distribution from which subscribers in the Territory may elect to receive individual programs where a charge is made to a subscriber in relation to the subscriber's election for the privilege to view any particular programs, at a time scheduled by the service provider. For the avoidance of doubt, Pay Per View does not include Video On Demand.
Pay Television	Shall mean the transmission of programming via television broadcast which can only be viewed by a viewer / End User making payments or other consideration (over and above any payments or other consideration for a Basic Television tier) to a provider of programming where such payments or other consideration are in addition to (a) any payments necessary for the purchase or lease of hardware or receiving equipment on which to view and/or unencrypt the relevant programming and/or (b) payments of any government levied licence fee or tax connected with receiving programming
Prequel/Sequel/Spin Off Rights	means the right to acquire exploitation rights in a production using one or more of the characters of the Programme participating in entirely different events from those found in the first television programme based on the Programme (whether such events are prior to, concurrent with, or subsequent to the events of the prior feature films produced hereunder) as is more particularly set out in the Specific Terms
Product Merchandising Rights	Shall mean the right to exploit the Programme in Consumer Electronics, Non-Electronic Toys and Games, Music Integrated Product, Apparel and Accessories, Food and Beverages, Home and Living, Giftware, Stationery, Mobile Technology, Toiletries, Promotions
Publishing (Original) Rights Work	Shall mean the right to exploit the Programme via Audio Publishing (Original) Rights, Book Publishing (Original) Rights, Partwork (Original) Rights and Magazine Publishing (Original) Rights
Publishing (Spin Off) Rights	Shall mean the right to exploit the Programme via Audio Publishing (Spin Off) Rights, Book Publishing (Spin Off) Rights, Partwork (Spin Off) Rights and Magazine Publishing (Spin Off) Rights
Relay Cable Television	Shall mean the right to broadcast, communicate to the public and/or transmit the Programme by means of a cable, wire, telephone line or fibre optic, where the primary purpose is to extend the reach of conventional, over-the-air UHF or VHF television or digital terrestrial television to viewers/End Users in the Territory who are automatically entitled to receive and view such programming without any fee or payment or other consideration being payable by such persons (other than governmental-levied licence fees or taxes or fees, or payment or other consideration in respect of equipment (including set-top-boxes), and excluding Cable Television, Cable Retransmission Royalty Rights and Non-Standard Television.
Renewal Option Rights	Shall mean the right to renew the Term of the Agreement in accordance with the Specific Terms
Satellite Television	Shall mean the right to broadcast, communicate to the public and/or transmit the Programme by means of a satellite where the Programme can only be viewed by a viewer/End User making payments or other consideration to the provider or operator of a service delivered over the said satellite (which may include to receive tier(s) or package(s) of programming, including without limitation a Basic Television tier) and where such payments or other consideration are in addition to (a) any payments necessary for the purchase or lease of hardware or receiving equipment on which to view and/or unencrypt the relevant programming and/or (b) payments of any government levied licence fee or tax connected with receiving programming, and including but not limited to, direct broadcasting by satellite (DBS),

	telecommunications satellites, and satellite master antenna television systems (SMATV), but excluding Cable Television and Non-Standard Television.
Soundtrack Record Rights	Shall mean the right to exploit adapt and abridge the music soundtrack of the Programme or any part thereof for the purposes of producing in sound only an audio recording of the Programme alone or in conjunction with other non-visual content (the "Soundtrack Recording") and to exploit such Soundtrack Recording by any method or means of music delivery whether now known or hereafter invented by or through which sound may be reproduced (including without limitation download and streaming)
Spin-Off	shall mean a production which features one or more of the original characters from the Programme which is not a remake, sequel, prequel or one off special of the Programme
Standard Television	Shall mean Free Standard Television and Pay Standard Television
Subscription Video On Demand (SVOD)	Shall mean a package of programs (defined by quantity or time period or type/category of product) transmitted on a programming service that is distributed via television broadcast that permits the subscriber of such service, upon payment of a subscription (and not a per program or per exhibition) fee, to view such programs at a time chosen by the subscriber entirely at his/her discretion without reference to a schedule of viewing time pre-established by the service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of such programs using computer information storage, retrieval and management techniques
Synchronisation Rights	Shall mean the right to synchronize the musical compositions contained in the Programme with any other form of visual work.
Theatric Rights	The right to distribute, license, sub-license, lease, rent, exhibit, promote, market, advertise, publicise and in all manner and form exploit the Programme and all elements thereof, for screening in the applicable Territory in any and all conventional theatres or similar venues open to the general public where a fee is charged for admission
TV On Demand	<p>the making available of the Programme for on demand delivery and private, personal in home viewing, where:</p> <p>(i) the delivery of the content follows an individual request by an individual person, such request being either at a time determined by the service operator or by the individual requesting the service; and</p> <p>(ii) content is limited to the full length programme or episode only and use of extracts is excluded other than for publicity purposes; and</p> <p>(iii) playback is contemporaneous (or virtually contemporaneous) with the delivery stream, or can be downloaded and repeated via temporary storage of the content within a limited period of time, but cannot, for the avoidance of doubt be stored permanently; and</p> <p>(iv) the content is protected by industry standard DRM to prevent any non personal use, forwarding, copying, storage or other uses beyond that described above; and</p> <p>(v) the recipient may not be required to pay a fee, subscription, service charge or other payment for such services</p>
Transactional Video On Demand (TVOD)	Shall mean the on-demand exhibition of a Programme where (i) delivery of the content follows an individual request by an individual person, such request being at a time determined by each such individual, independently of any other person; and, (ii) delivery is via any means whether now known or hereafter invented or discovered including but not limited to online cable, wire, fibre, satellite and/or wireless; and (iii) delivery is to any form of reception device capable of receiving the content; and (iv) playback is via any means, whether integral to the reception device or otherwise capable of being connected thereto, or where a copy is made and transferred to another device to allow playback independently from the reception device either via a direct (wired or wireless) connection between devices or via any form of external storage including but not limited to memory cards and chips; and (v) playback is contemporaneous (or virtually contemporaneous) with the delivery stream, or can be delayed and repeated via temporary storage of the content - up to a maximum time of thirty (30) days from receipt by the viewer / End User; and (vi) in all circumstances the content is protected by a copy control mechanism to prevent any non personal



	use, forwarding, copying, storage or other uses beyond that described above; and that (vii) permits the user upon payment of a fee to view each such Programme (therefore fee is payable on a per programme or per exhibition basis) at a time chosen by the viewer / End User entirely at his/her discretion without reference to a schedule of viewing time pre-established by the service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities).
Video/DVD	shall mean any device, mechanism, set of techniques or technology, whether digital or analogue or a combination thereof, whether now known or hereafter invented, by which the Programme or part of the Programme, alone or in conjunction with other material or copyright works (whether audiovisual or non-audiovisual), with or without sound, may be perceived, reproduced, or otherwise displayed or communicated (whether encrypted or unencrypted), either directly or with the aid of a machine, computer, communications system, telecommunications system (wireless or non-wireless) or other system or device (and including any combination or plurality thereof), whether or not remotely accessed, whether portable or not portable, irrespective of platform or format but always embodied in a physical product, including without limitation videocassette, VHS cassette, Sony 8 cassette, tape, videodisc, DVD, Blu-Ray, DVDi, CDROM, CD Digital, laser disk, optical disk, compact disc, magnetic disk, card, smartcard, cartridge, computer, hologram, or any electronic or magnetic or other device whatsoever exploited via Video/DVD Retail Rights, Video/DVD Rental Rights and Video/DVD Kiosk Rights
Video/DVD Kiosk Rights	means exploitation of a Video/DVD embodying a Programme that is sold to the viewer only from a kiosk and only for non-public viewing of the embodied Programme in a linear form within a private living place where no admission fee is charged for such viewing
Video/DVD Rental Rights	means exploitation of a Video/DVD embodying a Programme that is rented to the viewer only for non-public viewing of the embodied Programme in a linear form within a private living place where no admission fee is charged for such viewing (but shall exclude Download to Rent (Free) and Download to Rent (Pay))
Video/DVD Retail Rights	means exploitation of a Video/DVD embodying a Programme that is sold to the viewer and only for non-public viewing of the embodied Programme in a linear form within a private living place where no admission fee is charged for such viewing (but shall exclude Video/DVD Kiosk Rights, Download to Own (Free) and Download to Own (Pay))
Video on Demand	a service where content is made available on demand for private, personal viewing, where (i) content includes the full length programme and/or audio-visual or audio extracts, or stills or publicity material therefrom; and (ii) delivery of the content follows an individual request by an individual person, such request being at a time determined by each such individual, independently of any other person; and, (iii) delivery is via any means whether now known or hereafter invented or discovered including but not limited to cable, wire, fibre, satellite and/or wireless; and (iv) delivery is to any form of reception device capable of receiving the content; and (v) playback is via any means, whether integral to the reception device or otherwise capable of being connected thereto, or where a copy is made and transferred to another device to allow playback independently from the reception device either via a direct (wired or wireless) connection between devices or via any form of external storage including but not limited to memory cards and chips; and (vi) playback is contemporaneous (or virtually contemporaneous) with the delivery stream, or can be delayed and repeated via temporary storage of the content - up to a maximum time of thirty (30) days from receipt by the user; and (vii) in all circumstances the content is protected by industry standard DRM to prevent any non personal use, forwarding, copying, storage or other uses beyond that described above; and (viii) whether or not such delivery and playback is for a fee, subscription, service charge or other payment.
Website/Microsite Rights	shall mean the distribution of a channel, service or the Programme by which such transmission may be distributed to viewers and/or End Users (whether on a streaming or downloadable basis) via the global collection of interconnected computer networks (including but not limited to the world wide web) and any subset thereof and any intranet or private computer network for any open or closed user group regardless of whether any such network operates by way of wired or wireless transmission. The exploitation of the Website/Microsite rights shall be subject to the use of a digital rights management system and any other similar protective technology now known or hereafter invented which limits access to such transmission to specific geographical areas
Work	shall mean any and all of the intellectual property elements included in the Programme and upon which the Programme is based, including without limitation



the characters, depictions of such characters, settings, place names, logos and other such design elements.

