

Licence Agreement

Schedule

Agreement Date: June 3rd, 2025
Contract No: 20715

Between

All3Media International Limited
Berkshire House
168-173 High Holborn
London
WC1V 7AA
United Kingdom
(Hereafter known as the Licensor)

Ceska Televize
Public Company established by the Czech
Television Act No 483/1991 Coll.,
VAT No. CZ00027383

Kavčí hory
Na Hřebenech II 1132/4
140 70 Praha 4
Czech Republic
(Hereafter known as the Licensee)

The Licensor hereby grants to the Licensee certain rights in the Programme[s] described hereunder in accordance with the terms and conditions set out below and also in accordance with and subject to the Licensor's Standard Terms and Conditions which are annexed hereto and incorporated as part of this Agreement.

1. Programme & Duration

Title	Duration	Episode Fee	Total Fee

2. Rights / Territory / Licence Period / Language

See Appendix A.

3. Dubbing / Subtitling / Voiceover

Dubbing, subtitling and/or voiceover rights granted to the licensee in the Languages as set out in Appendix A, excluding Original Language.

4. Licensed Broadcaster

Ceska Televize - Czech Republic

5. Transmissions

Title	Transmissions

6. Transmission Material

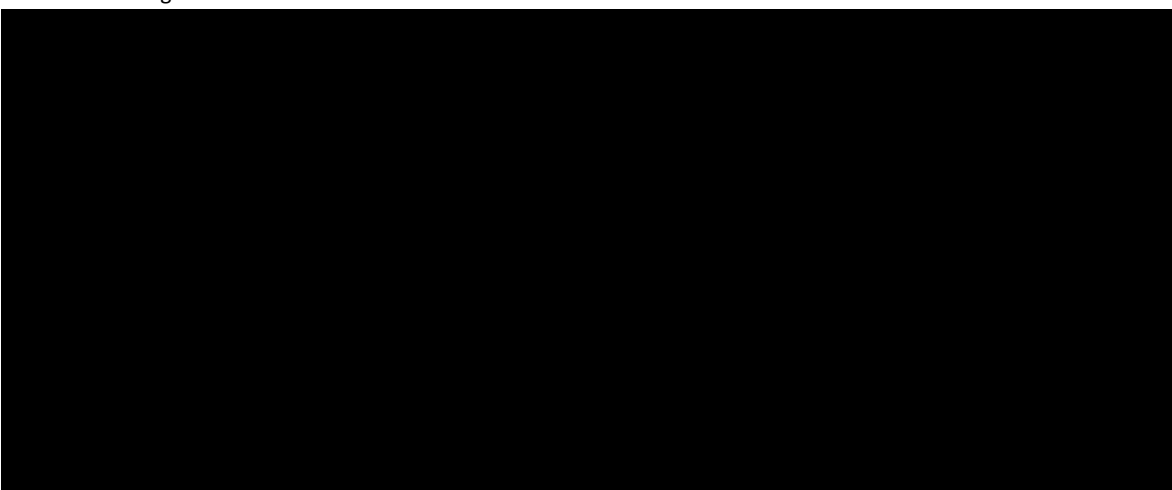
Title	Format/Standard/Ratio	Fee (€100/hr)

7. Special Conditions

1) The definition of Catch Up in the Standard Terms and Conditions

1.Definitions, shall be deleted and replaced with the following.

“Catch Up”: shall mean exhibition of a programme whereby the viewer is able to view that programme following its transmission by the broadcaster whereby the programme is available for on demand exhibition in accordance with the following restrictions:



[REDACTED]

2) The Licensee shall not be entitled to submit the Programme for awards consideration in the Territory unless approved by the Licensor in writing.

3) After the initial 18 months of Licence Period [REDACTED] shall be co-exclusive with Prima only

8. Delivery Date(s)

Title Name	Due On
[REDACTED]	[REDACTED]

9. Delivery Recipient

Ceska Televize [REDACTED] - Czech Republic

10. Total Licence Fee

EUR 40,125.00

11. Terms of Payment

Total Licence Fee: Payable in accordance with payment terms set out below or thirty (30) days following receipt of an invoice from Licensor.

EUR 40,125 shall be payable on the signature of this Agreement

Material Costs: Payable as set out below.

EUR 2,400 shall be payable on the signature of this Agreement

The Licensor acknowledges to be the beneficial owner of the Licence Fee.

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.

The Licensor agrees that if applicable the Licensee may deduct the withholding tax under local laws and regulations in accordance to which the Licensee shall provide the Licensor with the relevant tax certificate as soon as is received.

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: [REDACTED]@ceskatelevize.cz. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.

Register of Agreements:

Confidentiality: The parties agree that the following shall be added as sub-clause (vi) in clause 25 (B) of the Standard Terms and Conditions of this Agreement: *"or (vi) the Licensee is obliged to make this Agreement accessible to general public pursuant to Czech law, provided that in such a case, all information highlighted in yellow in this Agreement is redacted"*.

12. Payment Instruction

Account Payable

██████████@ceskatelevize.cz

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

Signature

SIGNED FOR AND ON BEHALF OF THE LICENSOR

Name (please print)

Louise Pedersen

Title

Chief Executive Officer

Date

SIGNED FOR AND ON BEHALF OF THE LICENSEE

Alena Blahošová

Head of Programme Acquisitions

Appendix A

Title	Exclusivity	Start Date	End Date	Rights	Catch Up Rights	Simulcast Granted	Countries	Languages
					Up to 30days	N/A	Czech Republic	Czech
					Up to 30days	N/A	Czech Republic	Czech
					Up to 30days	N/A	Czech Republic	Czech
					Up to 30days	N/A	Czech Republic	Czech
					Up to 30days	N/A	Czech Republic	Czech
					Up to 30days	N/A	Czech Republic	Czech
					Up to 30days	N/A	Czech Republic	Czech
					Up to 30days	N/A	Czech Republic	Czech
					Up to 30days	N/A	Czech Republic	Czech

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Standard Terms and Conditions

1. Definitions

"Advertising VOD"	Shall mean a programme service by which programmes are made available to viewers solely via the VOD Platform and where: (i) the commencement time for the transmission of a programme is at the viewer's sole discretion, and is not predetermined or scheduled by the programme service; (ii) the transmission of the programme originates from a source outside of the viewer's residence; (iii) the viewer may view the programme an unlimited number of times during the period of its availability at no charge to the viewer (iv) the programme shall be capable of being viewed on a temporary and non-permanent basis (e.g. either by streaming or by means of temporary download which shall not be capable of being stored by the viewer for more than 30 (thirty) consecutive days); and (v) the programme service is an advertiser funded on demand service entirely supported by advertising or sponsorship targeted to consumers situated in the Territory.
"Authenticated SVOD"	Shall mean the transmission of an encrypted television signal solely by means of the VOD Platform a containing programming where: (i) the commencement time for the transmission of the programme is at the subscriber's sole discretion, and is not predetermined or scheduled by the program service; (ii) the transmission of the programme originates from a source outside of the subscriber's residence; (iii) the transmission of the programme is commercial-free, linear and uninterrupted; (iv) the subscriber may view the programme an unlimited number of times during the period of time for which the subscriber has paid the subscription fee for access to the channel and/or service (v) the programme shall be capable of streaming or by means of temporary download which shall not be capable of being stored by the viewer for more than 30 (thirty) consecutive days; and (vi) the subscriber is charged a regular periodic fixed subscription fee for accessing the VOD Platform.
"Basic Cable Television"	Shall mean Pay Simulcast and a programme service which comprises one or more channels involving the sequential linear transmission of programmes on each channel and which is delivered by means of an encrypted signal received by the operators of cable networks and re-distributed to end users for reception direct to home by means of appropriate receiving apparatus, and which is delivered on terms whereby payment of regular, periodic, basic charges enable subscribers to receive the channel as part of a group of channels comprising such service.
"Basic Satellite Television"	Shall mean Pay Simulcast and a programme service which comprises one or more channels involving the sequential linear transmission of programmes on each channel and which is delivered by means of a direct broadcast satellite or microwave for reception direct to home by means of appropriate receiving apparatus, and which is delivered on terms whereby payment of regular, periodic, basic charges enables subscribers to receive the channel as part of a group of channels comprising such service.
"Basic Streamed Television"	Shall mean the right to transmit programmes to viewers on a linear, internet streaming basis on a pre-programmed schedule determined by the broadcaster, where the stream is online only, and is not a simulcast or near-simulcast of a linear channel which is made available by the same broadcaster by other means (e.g. via satellite, cable, over the air), which is only received upon payment by subscribers of a regular periodic basic subscription fee. Where such rights are granted, the Programmes shall not constitute more than thirty percent (30%) of the total daily hours of content on any channel (unless otherwise agreed to in writing by the Licensor), and the channel(s) shall not be branded (in whole or in part) with the name or brand or any other associated element of the Programmes' intellectual property or format.
"Basic Terrestrial Television"	Shall mean Pay Simulcast and a digital programme service comprising one or more channels involving the sequential transmission of programmes on each channel, where the signal is transmitted encrypted and is then capable of being received by means of home roof-top or built-in antennae and which service is provided on terms whereby a payment (in addition to any sums payable for a licence intended primarily to authorise the reception of broadcast programmes) is required from a subscriber to receive the channels comprising such service.
"Catch Up"	Shall mean exhibition of a programme whereby the viewer is able to view that programme following its transmission by the broadcaster whereby the programme is available for on demand exhibition in accordance with the following restrictions: (a) solely via the VOD Platform and solely branded with the branding of the broadcaster and such platform shall at all times be protected by DRM & Geo Blocking Technology so far as the law of the Territory allows, unless otherwise approved by the Licensor; (b) to be used within a finite period of time (to be between 7 (seven) and 30 (thirty) days from its original transmission as specified in the Schedule); (c) for no additional charge (other than any charges the viewer pays in order to receive the television service itself); (d) on a temporary and non-permanent basis (e.g. either by streaming or delayed exhibition by a temporary download of the programme);

	<p>(e) the lesser of the five (5) most recently broadcast episodes of the Programme or 50% of the total episodes in the Programme must be available on Catch Up service at any one time;</p> <p>(f) the Catch Up service must be offered solely in conjunction with the linear exploitation of the Programme by the Licensee (in other words, it must not be offered as a standalone or a la carte service separate and apart from the linear exploitation of the Programme; and</p> <p>(g) unless expressly indicated otherwise in the Schedule, in the event the Licensee acquires rights in subsequent series of the Programmes, nothing in this Agreement shall entitle the Licensee to extend the Catch Up rights (if granted in the Schedule) to the current series of the Programme licensed hereunder and to any preceding series of the Programmes licensed to the Licensee by the Licensor.</p>
“Download to Own / EST”	Shall mean all rights necessary to enable the availability of the programme whereby the programme is purchased at a retail price by a subscriber or authorised user of a service and the relevant service provider delivers the programme to such subscriber/user allowing the subscriber/user to download or re-download at any point in the future (provided the initial purchase is within the Licence Period) the programme for the purpose of creating and retaining a permanent copy of the programme on any device including without limitation a set top box, personal computer, game console, remote storage device, mobile device or other similar device which is capable of such receipt and permanent storage.
“Download to Rent”	Shall mean all rights necessary to enable the distribution of the programme whereby the programme is purchased at a rental price by a subscriber or authorised user of a service and the service provider delivers the programme to such subscriber/user allowing the subscriber/user to download or re-download at any point in the future (provided the initial purchase is within the Licence Period) the programme for the purpose of creating and retaining for a limited period of time a temporary copy of the programme on any device including without limitation a set top box, personal computer, game console, remote storage device, mobile device or other similar device which is capable of such receipt and temporary storage.
“DRM & Geo Blocking Technology”	Shall mean: <p>(i) digital rights management technology used to measure and prevent non-authorised uses, such as non-personal use and dealing, forwarding, copying and other uses beyond the scope of this Agreement; and</p> <p>(ii) state-of-the-art geographical limiting software tools and measures including but not limited to checking information thorough internet protocol addresses to prevent access to programmes outside the Territory so far as the law of the Territory allows.</p>
“Educational”	Shall mean the right to exhibit programmes to audiences not making any specific payment to see or hear the programmes in all educational institutions, museums and libraries.
“Free Streamed Television (FAST)”	<p>Shall mean the right to transmit programmes to viewers on a linear, internet streaming basis on a pre-programmed schedule determined by the broadcaster, where the stream is online only, and is not a simulcast or near-simulcast of a linear channel which is made available by the same broadcaster by other means (e.g. via satellite, cable, over the air), and where such content is free to the user but the user is required to view or is otherwise exposed to commercial messages.</p> <p>Where such rights are granted, the Programmes shall not constitute more than thirty percent (30%) of the total daily hours of content on any channel (unless otherwise agreed to in writing by the Licensor), and the channel(s) shall not be branded (in whole or in part) with the name or brand or any other associated element of the Programmes’ intellectual property or format.</p>
“Free Analogue Television”	Shall mean Free Simulcast and the analogue transmission or broadcast of one channel and/or a group of channels comprising the television service of a broadcaster through which it transmits its programmes by means of an unencrypted signal at any time and which are intelligibly receivable without a charge (including for this purpose any sums payable for a licence of a type designed primarily to authorise broadcast programmes) by means of conventional home roof top antennae or built in television set top box.
“Free Digital Television”	Shall mean Free Simulcast and the digital transmission or broadcast of one channel and/or a group of channels which are transmitted by means of an unencrypted signal at any time, which are intelligibly receivable without charge (including for this purpose any sums payable for a licence of a type designed primarily to authorise broadcast programmes) by means of conventional home-antennae roof-top or built-in television set-top box.
“Free Simulcast”	Shall mean the simultaneous transmission of a linear programme service and/or a programme to a user by means of online streaming accessed by end users free of charge.
“Free Terrestrial Television”	Shall mean Free Analogue Television and Free Digital Television.
“Free VOD”	Shall mean a programme service by which programmes are made available to viewers solely via the VOD Platform and where: (i) the commencement time for the transmission of a programme is at the viewer’s sole discretion, and is not predetermined or scheduled by the programme service; (ii) the viewer may view the programme an unlimited number of times during the period of its availability at no charge to the viewer; and (iii) the programme shall be capable of being viewed on a temporary and non-permanent basis (e.g. either by streaming or by means of temporary download which shall not be capable of being stored by the viewer for more than 30 (thirty) consecutive days).

"In Flight"	Shall mean the right to exhibit programmes to audiences not making any specific payment to see or hear the programmes in the transportation industry including without limitation airlines.
"Net Revenue"	Shall mean all revenue received by the Licensee after deduction of any taxes but without any further deductions.
"Non-Theatric Rights"	Shall mean In Flight, Educational and Other Premises.
"On Demand"	Shall mean Free VOD, Advertising VOD, Subscription VOD and Transactional VOD.
"Other Premises"	Shall mean the right to exhibit programmes to audiences not making any specific payment to see or hear the programmes in any and all military bases, churches, hospitals, prisons, business and industry and the like.
"Pay Cable Television"	Shall mean Pay Simulcast and a premium pay programming service or channel which comprises one or more channels involving the sequential linear transmission of programmes on each channel and which is delivered by means of an encrypted signal received by the operators of cable networks and re-distributed to end users for reception direct to home by means of appropriate receiving apparatus, and which is delivered on terms whereby payment by subscribers of a subscription fee in addition to or in a greater amount than that payable for the basic or lowest level of services and where the service or channel is capable of being subscribed for on an individual basis and/or includes premium content such as sports or movies and where such channel and/or service is not offered for reception by any form of On Demand.
"Pay Per View TV"	Shall mean a linear and encrypted programme service which comprises the scheduled and sequential transmission of programmes intended for reception on a television receiver in the home where an individual per programme or per transmission charge is made to the viewer for the privilege of viewing such programme and where such channel and/or service is not offered for reception by any form of On Demand.
"Pay Satellite Television"	Shall mean Pay Simulcast and a premium pay programming service or channel which comprises one or more channels involving the sequential linear transmission of programmes on each channel and which is delivered by means of a direct broadcast satellite or microwave for reception direct to home by means of appropriate receiving apparatus, and which is delivered on terms whereby payment by subscribers of a subscription fee in addition to or in a greater amount than that payable for the basic or lowest level of services and where the service or channel is capable of being subscribed for on an individual basis and/or includes premium content such as sports or movies and where such channel and/or service is not offered for reception by any form of On Demand.
"Pay Simulcast"	Shall mean the simultaneous transmission of a linear programme service and/or a programme to a user by means of online streaming, accessed by end users for a fee.
"Pay Streamed Television"	<p>Shall mean the right to transmit programmes to viewers on a linear, internet streaming basis on a pre-programmed schedule determined by the broadcaster, where the stream is online only, and is not a simulcast or near-simulcast of a linear channel which is made available by the same broadcaster by other means (e.g. via satellite, cable, over the air), which is only received upon payment by subscribers of a subscription fee in addition to or in a greater amount than that payable for the basic or lowest level of services and where the signal is capable of being subscribed for on an individual basis and/or includes premium content such as sports or movies.</p> <p>Where such rights are granted, the Programmes shall not constitute more than thirty percent (30%) of the total daily hours of content on any channel (unless otherwise agreed to in writing by the Licensor), and the channel(s) shall not be branded (in whole or in part) with the name or brand or any other associated element of the Programmes' intellectual property or format.</p>
"Reverse EPG"	Shall mean the functionality within a service which allows the viewer to browse backwards through the electronic programme guide to access a programme that had already been broadcast on a linear channel for a limited number of days (as indicated in the Schedule) from its linear broadcast.
"Sideloaded"	Shall mean a service which permits subscribers to transfer a copy of a recording of a programme from a set top box to a subscriber's portable device for viewing inside or outside of their home subject to the following restrictions being imposed on subscribers: (i) each recording of a programme will only be capable of being transferred onto a subscriber's portable device twice; and (ii) once transferred onto a subscriber's portable device the transferred recording will be automatically deleted within: (1) forty-eight (48) hours of being viewed by a subscriber on their portable device; or (2) within thirty (30) days of the recording being transferred onto a subscriber's portable device, whichever is the earlier.
"Standalone SVOD"	Shall mean an encrypted subscription video on demand service that is accessed on a "standalone" basis (i.e. it is not authenticated by way of a television subscription) providing subscribers with access to programming via an internet-connected video on demand platform and containing programming for viewing on any playback device where: (i) the commencement time for the transmission of the programme is at the subscriber's sole discretion, and is not predetermined or scheduled by the service; (ii) the subscriber may view the programme an unlimited number of times whether by means of streaming or temporary download during the period of time for which the subscriber has paid the subscription fee for access to the service; and (iii) the subscriber is charged a regular periodic fixed subscription fee for access to such service.

"Subscription VOD"	Shall mean Authenticated SVOD and Standalone SVOD.
"Transmission Material"	Shall mean the master material for the Programme in the format as specified in the Schedule.
"Transactional VOD"	Shall mean the transmission of an encrypted television service solely by means of the VOD Platform containing programming where: (i) the commencement time for the transmission of the programme is at the viewer's sole discretion, and is not predetermined or scheduled by the programme service; (ii) the transmission of the programme originates from a source outside of the viewer's residence; (iii) the transmission of the programme is commercial-free, linear and uninterrupted; (iv) the viewer may view the programme an unlimited number of times during the period of time for which it has paid for access to the programme; and (v) the programme may be capable of being stored on a temporary and non-permanent basis (e.g. either by streaming or delayed exhibition by a temporary download of the programme which shall not be capable of being stored by the viewer for more than 30 (thirty) consecutive days) (vi) the viewer is charged a one-off transactional charge for viewing the programme.
"VOD Platform"	Shall mean a broadcaster branded, wholly owned, directly operated, programmed and controlled online VOD service made available to end users via the internet in the Territory unless otherwise specified in the Schedule. If the VOD Platform is not broadcaster branded, owned and controlled then Licensee shall obtain Licensor's prior written approval.

2. Licence

- (a) Subject to prompt payment of the Licence Fee and any Material Costs in accordance with the Terms of Payment section of the Schedule and due performance by the Licensee of all its obligations hereunder the Licensor hereby grants to the Licensee those exclusive or non-exclusive rights set out in the Schedule (the "Licensed Rights"). The Licensor reserves to itself all rights other than those hereby specifically granted to the Licensee hereunder including but not limited to (i) the right to collect cable retransmission or blank tape revenue from organisations such as Agicoa, Egeda etc.; and (ii) the right to use or license the use of excerpts and clips from the Programme in any and all media throughout the world both during and after the Licence Period for any purpose (including but not limited to promotional, publicity, advertising or commercial purposes).
- (b) Nothing herein shall prevent the Licensee from exploiting the Licensed Rights by way of the following functionalities which it offers to customers: (i) Reverse EPG; and (ii) Sideloaded.
- (c) Notwithstanding the Licence Period set out above, Licensee acknowledges that the Programmes are subject to the commissioning broadcasters' world premiere status and accordingly, Licensee undertakes not to broadcast or exploit in any way any episode of the Programme until the relevant commissioning broadcaster has exhibited all episodes of the Programme.

3. Payment of Licence Fee(s)

The Licensee shall pay the Licence Fee in accordance with the Terms of Payment at the time or times therein set forth without offset, deduction, counterclaim, or credit for any claim that the Licensee may assert against the Licensor and timely payment is of the essence.

4. The Licensor's Warranties

The Licensor represents and warrants to the Licensee that:

- (a) subject to Clause 5A below the Licensor has the right to grant the Licensed Rights and that the Programme and the copies thereof furnished by the Licensor to the Licensee will, as far as the Licensor is aware, be free and clear of any and all liens and encumbrances; and
- (b) the performing rights in all musical compositions and sound recordings contained in the Programme are

either (i) controlled by the Performing Right Society Limited ("PRS") and/or an affiliated collecting society and Phonographic Performance Limited ("PPL") and/or an affiliated collection society (as the case may be) or (ii) are in the public domain or (iii) are controlled by the Licensor.

5. The Licensee's Warranties

The Licensee represents and warrants to the Licensor that:

- (a) with respect to musical works and/or sound recordings contained in the Programme and controlled by PRS or PPL and/or similar societies the Licensee shall be solely responsible for obtaining and paying for any performing, broadcasting or diffusion licences required in respect of the use of such musical works and sound recordings hereunder;
- (b) it will not transmit or permit the transmission of the Programme except in accordance with the Licensed Rights;
- (c) it will not transmit nor permit the transmission of the Programme beyond the expiry of the Licence Period or in excess of the maximum number of transmissions provided for pursuant to the Licensed Rights;
- (d) save as otherwise herein specifically provided in the Schedule it will not permit or allow the Programme to be exhibited or transmitted by any other party;
- (e) it will not make or authorise or permit any third party to make any copies of the Programme save as may be necessary for the proper exercise by the Licensee of the Licensed Rights;
- (f) it will not make any alterations, additions or deletions from the Programme other than as specifically provided for herein;
- (g) it will not transfer, sub-distribute or sub-license any of the Licensed Rights without the prior written approval of the Licensor;
- (h) it shall promptly notify the Licensor of any infringements or violations in the Territory or elsewhere of any rights referred to hereunder that come to its attention and shall co-operate fully with the Licensor (at the Licensor's request and expense) to prevent or stop such infringements or violations and obtain redress;
- (i) it shall not by any act or omission impair or prejudice the copyright in the Programme or in any parts of the Programme;
- (j) it shall not make use of the Advertising Materials (as defined in Clause 13) in any way which would either (i) impair the quality, meaning or integrity of the Programme; or (ii) negatively reflect upon, bring into disrepute or be in any way defamatory to any of the following entities: Licensor; Licensor's parent, subsidiary or affiliated entities ("Licensor's Group Companies"); any programmes or products produced by, exhibited by, or otherwise exploited by Licensor or Licensor's Group Companies; any talent, any other person or entity connected with Licensor or Licensor's Group Companies; the Programme's producer; the commissioning broadcaster; or any other person appearing in or associated with the Programme;
- (k) it will fully promptly and effectively indemnify and keep indemnified the Licensor in respect of any loss, damage, claim, costs (including legal costs), expenses or any other liability whatsoever incurred by the Licensor and attributable to a breach by the Licensee of any of the terms of this Agreement including without limitation of the terms of Clause 5A above and for the avoidance of doubt the foregoing is not subject to the usual contract law rules that apply to warranties;
- (l) in the event that the Licensee is authorised to utilise the internet for the exploitation of the media licensed herein, the Licensee warrants that it will use state-of-the-art DRM & Geo Blocking Technology so far as the law of the Territory allows to protect the Programme from any unauthorised use beyond the scope of the rights granted herein to the Licensee; and to prevent the use or distribution of the Programme outside the Territory. In the event that the Licensee is aware or is notified of substantive breaches of such protective and preventative systems, the Licensee shall, at its own expense, take immediate steps to remedy such breaches;
- (m) it shall comply with the Bribery Act 2010 and all applicable anti-bribery and corruption laws and legislation anywhere in the world ("Anti-Corruption Laws") and the All3Media Anti-Bribery & Corruption Policy (available on the All3Media website: <http://www.all3media.com>) ("Licensor's Policy") and shall (i) provide such supporting evidence of compliance as the Licensor may reasonably request; (ii) promptly report to the Licensor any incidents of which Licensee becomes aware involving breach or potential breach of Anti-Corruption Laws or the Licensor's Policy in connection with this Agreement or any other dealings with the Licensor; (iii) immediately notify the Licensor if Licensee becomes a foreign public official (and Licensee warrants that Licensee is not a foreign public official as at the date of this Agreement) as that expression is defined in the Bribery Act 2010. The Licensor shall have the right to terminate this Agreement immediately and without notice in the event of Licensee's breach of this Clause; and
- (n) in the exercise of the Licensed Rights it shall comply with any all applicable laws and regulations in the Territory. For the avoidance of doubt, the Licensor gives no representations or warranties that the

Programme will comply with any censorship requirements, local laws or statutory regulation in the Territory.

6. Delivery and Delivery Material

- (a) Delivery to the Licensee's premises or to its agent or to a common carrier or to any shipping agent designated by the Licensee of the material to be supplied shall be deemed due delivery and the Licensor shall not be liable for any loss or delay attributable to delivery to any agent and the cost of shipping and insurance of the Transmission Material to be supplied shall be borne by or charged to the Licensee.
- (b) The Licensee shall further use all reasonable care in handling and storing the Transmission Material (or any copies thereof), including taking reasonable precautions to prevent any unauthorised duplication or reproduction of the Transmission Material (or any copies thereof) and maintaining adequate insurance cover for said Transmission Material in accordance with industry practice. The Transmission Material will be supplied to the Licensee on the basis set out in the Schedule.
- (c) In the event that the Transmission Material is delivered to Licensee by means of digital file delivery (including but not limited to by means of Aspera, Faspex, Secure FTP or on a hard drive), then the Licensor shall advise the Licensee by email when the Transmission Material is available for downloading and shall provide to Licensee a link and/or instructions in order that the Licensee shall be able to download or access the Transmission Material. The Licensee shall have a period of 21 (twenty-one) days from receipt of such email from Licensor within which to download or access the Transmission Material or to notify Licensor that it has been unable to download or access the Transmission Material for technical reasons (whereupon Licensor shall either resolve such technical issues or will deliver the Transmission Material to Licensee by alternative means). In the event that Licensee does not download or access the Transmission Material or notify Licensor that it has been unable to do so for technical reasons within 21 (twenty-one) days of receipt of Licensor's email as aforesaid then Licensee shall be responsible for any additional costs incurred by Licensor in the event that Licensee subsequently requests Licensor to re-deliver such Transmission Material.

7. Examination of Delivery Material

- (a) Immediately upon receipt of the Transmission Material the Licensee shall promptly examine the same to determine whether it is physically suitable for (or for transfer to videotape for) transmission as provided for hereunder. If any such copy is unsuitable (including but not limited to due to the running time of the Programme as contained on the Transmission Material) and only in such event Licensee may give immediate notice thereof to the Licensor specifying in writing the particular unsuitability and upon receipt of such notice the Licensor shall furnish a substitute copy. Unless the Licensor receives a notification in writing as to any unsuitability within fourteen (14) days following delivery (or download of the Transmission Material if delivered by means of digital file delivery) and at least twenty one (21) days prior to first scheduled transmission each copy received by Licensee shall be deemed accepted as satisfactory.
- (b) In the event that the Transmission Material is returned to the Licensor in a faulty or damaged state and the faults and/or damage is attributable to the Licensee, the Licensee shall be liable for the cost of replacement of the Transmission Material. The Licensor shall notify the Licensee of any such faults and/or damage within sixty (60) days of receipt of the materials.

8. Restrictions on Cutting and Creation of Language Versions

- (a) The Licensee shall transmit the Programme in the form delivered by the Licensor and shall not modify add to or take away from the same without the Licensor's prior written approval save that the Licensee shall be entitled to undertake minor editing of up to three (3) minutes in any hour which may be necessary, either to comply with local censorship requirements or for the purpose of programme scheduling provided always that such editing does not impair the quality, meaning or integrity of the Programme, impair its continuity or bring the Licensor, the producer of the Programme and/or the commissioning broadcaster into disrepute. Any editing in excess of that permitted herein shall require the prior written approval of Licensor.
- (b) Notwithstanding the foregoing, where the Licensor grants to the Licensee the right to transmit the Programme in a language other than that in which the materials therefor are delivered hereunder (the "Licensed Language"), the Licensee may, if such right is granted in the Schedule, have the right to dub or

subtitle the Programme into the Licensed Language at the Licensee's sole cost and expense and in doing so shall adhere to the provisions contained in Clause 8A above and to the style guide and technical specification that shall be supplied by the Licensor. Licensee hereby warrants that: (i) any dubbing and/or subtitling shall be a true and accurate translation of the Programme(s) scripts and shall not include any material that is defamatory of any person or organisation or otherwise contrary to the laws of the Territory; (ii) it shall engage professional translators and actors for the purposes of creating the dubbing and/or subtitling; and (iii) it shall obtain all necessary consents and clearances to ensure that the Licensed Language Versions (as defined below) may be exploited in all media worldwide in perpetuity. Licensee acknowledges that the Licensor shall have no liability in relation to the Licensed Language Versions.

- (c) The Licensee shall promptly seek the approval of the Licensor in respect of the Licensed Language title of the Programme (and, where relevant, of the Licensed Language title of the episodes) where the Licensed Language is not English and the title of the Programme differs from the original to the extent that it is not a direct translation thereof.
- (d) In no event shall any material from the Programme(s) be included in any other programme nor shall any other material be used in or added to the Programme(s) without Licensor's prior written consent.

9. Transmission Dates

- (a) At the Licensor's request: (i) if no specific transmission dates are designated overleaf the Licensee shall from time to time but at least fifteen (15) days in advance thereof furnish the same to the Licensor; and (ii) the Licensee shall within 60 (sixty) days after each transmission send to the Licensor copies of any reviews or audience ratings relating to the Programme published in the Territory.
- (b) The Licensee will use reasonable endeavours to broadcast the Programme(s) in all the Territories within 6 (six) months from the relevant Licence Period Start Date. In any event, for the purposes of this Agreement, the date which is 6 (six) months from the relevant Licence Period Start Date will be deemed the date on which the first run of the first episode of the Programme commenced ("Deemed Tx Date").

10. Cessation of Transmission Rights

When the Licensee reaches the maximum number of transmissions permitted under this Agreement its right to transmit the Programme or any part thereof shall thereupon terminate and this Agreement shall expire with respect to the relevant Programme. The Licensee's failure to complete the maximum number of transmissions on or before the expiration date indicated overleaf shall not extend the term of the Licence Period nor shall it relieve the Licensee of its obligations to pay the total Licence Fee and the Material Costs nor shall it entitle the Licensee to receive any refund of any proportion thereof.

11. Overspill

The Parties acknowledge that where the Programme is to be transmitted by satellite for reception in the Territory such transmission may be capable of reception outside the Territory due to the inherent incapability of satellites to beam down signals confined to terrestrial boundaries. Similarly the Parties acknowledge where the rights reserved by the Licensor include transmission by satellite such transmission may be capable of reception within the Territory (in each event referred to as "Overspill").

The Parties therefore acknowledge that, subject to the relevant rights being granted and/or reserved, Overspill may occur. The Parties expressly acknowledge that the occurrence of Overspill, whether the signals are encrypted or not, shall not constitute a breach of this Agreement.

12. Copyright and Ownership of Transmission Materials

- (a) Subject only to the Licensed Rights hereby granted the Licensee agrees that: (i) the physical property in the language masters of the Programme and any derivative(s) thereof shall upon creation become the absolute and unencumbered property of the Licensor; and (ii) that as between the Licensor and the Licensee the entire copyright in and to the dubbed and/or subtitled version of the Programme(s) and in any translation made pursuant to this Agreement (the "Licensed Language Version") shall belong to the Licensor and if requested by the Licensor the Licensee undertakes to sign or procure the signature of such

documents as may be required to enable the Licensed Language Versions to be used in all media throughout the world in perpetuity and to vest in the Licensor or such entity as it may designate at its sole discretion the copyright and ownership of the same.

- (b) The Licensee shall grant the Licensor and/or any third party nominated by the Licensor access rights to any and all Licensed Language Versions created by the Licensee on terms to be negotiated in good faith

The Licensee shall not destroy or dispose of any created Licensed Language Versions without the prior written consent of the Licensor.

- (c) The Licensor or its licensee(s) distributing the said Licensed Language Version(s) created by the Licensee hereunder shall pay to such person or persons (if any) notified in writing by the Licensee to the Licensor such reasonable and proper sum or sums as such person(s) may be entitled to receive on any subsequent transmission of the Programme or any other use thereof.
- (d) The Licensee shall execute do and deliver all such acts deeds and instruments as the Licensor may at its own expense from time to time require for the purpose of confirming or further assuring its title to the rights assigned and/or granted or intended to be assigned and/or granted to the Licensor pursuant to this Clause.
- (e) Should the Licensee acquire a new broadcast licence at any time in the future in relation to the Programmes from the holder of rights under this Agreement, the Licensee shall be entitled to exploit the Dubbed Version within the scope of such new license agreement at no further cost other than the licence fee for exploitation of the Programmes, to be negotiated in good faith at the time.

13. Advertising Materials

- (a) The Licensor shall make available to the Licensee a reasonable amount of advertising or promotional material owned by the Licensor that is available for distribution in the Territory (the "Advertising Materials").
- (b) No advertising promotional or display material originated by the Licensee shall be used without the Licensor's prior written approval which shall not be unreasonably withheld.
- (c) The Licensee shall not in any event use for the purpose of any commercial tie-in the name or likeness of any person (producer, director, star and supporting players and the like) appearing in or connected with the Programme.
- (d) The advertising and promotional materials or any likeness or image of any person appearing in or associated with the Programme may not be used by or on behalf of Licensee in any way which might be construed as an endorsement (express or implied) of any product or service.
- (e) The Licensee may not attach any form of sponsorship or any sponsor to the Programme without the prior written approval of the Licensor.
- (f) The Licensee shall have the non-exclusive right to use excerpts and clips from each episode of the Programme using the advertising and promotional materials provided by Licensor not exceeding 2 (two) minutes in duration each and 3 (three) minutes in duration in aggregate, solely in the Licensed Language and for the purpose of advertising and promoting the exploitation of the Licensed Rights provided that in creating such excerpts/clips from the Advertising Materials the Licensee must not impair the quality, meaning or integrity of the Programme and such excerpts/clips shall not bring the Licensor, the producer of the Programme and/or the commissioning broadcaster into disrepute and additionally shall be subject to any restrictions as notified to Licensee in writing (including the right to exhibit such excerpts and clips on the Licensee's dedicated website). Any editing in excess of that permitted herein shall require the prior written approval of Licensor. Any promotion of the Programme via YouTube, Vimeo or any other similar video hosting site shall be limited to 3 (three) minutes of excerpts cumulatively from the entire series of the Programme. For the avoidance of doubt, the Licensee shall not be entitled to create or authorise the creation of a Programme dedicated website without Licensor's prior written approval.
- (g) The Licensee shall have the right to prepare and distribute synopses of the Programme not to exceed five hundred (500) words for the sole purpose of advertising or promoting the Programme.
- (h) Any Advertising Materials may only be used for the promotion and publicity of the Programme and may not be edited, modified or altered in any way without the prior written consent of the Licensor.
- (i) If available to the Licensor and applicable, upon written request of the Licensee, Licensor may supply the Licensee with a maximum of one recipe per episode from the Programme(s) in Microsoft Word format ("Recipes") for non-exclusive use by Licensee only in connection with the promotion and publicity of the Programme(s) in all media in the Territory during the Licence Period. For the purposes of this Agreement, Recipe shall mean lists of ingredients, methods of preparation, culinary creations and eating experiences created for the Programme(s). Where available Licensor shall supply an accompanying photograph for the Recipe, however if no accompanying photograph is available, the Licensee shall not be permitted to

recreate the Recipe and produce its own photo. For the avoidance of doubt, the Recipes shall not be commercially exploited by Licensee in any media and shall be made available completely free of charge to end-users and shall not be provided in print volume form.

14. Advertising Credits

The Programme shall be transmitted without any omission, alteration or abbreviation of the copyright notice and/or any credits appearing on the Transmission Material delivered by Licensor. The Licensee shall comply with all the Licensor's instructions with respect to the requisite credits when advertising the Programme and shall hold harmless and indemnify the Licensor against any damage or expense (including legal fees) that the Licensor may suffer or incur by reason of the Licensee's failure to observe the provisions set out in this Clause.

15. Advertising Practices

All advertising utilised by the Licensee in connection with the exhibition of the Programme shall be in accordance with the code requirements of any applicable advertisers' regulating body as well as the applicable orders and regulations of any governmental agency.

16. Accounting

- (a) To the extent that this Agreement provides for ongoing payments of a revenue share to the Licensor, the Licensee shall supply a detailed quarterly report to the Licensor within 28 (twenty-eight) days of the last day of March, June, September and December in each year of the Licence Period during which those rights which generate additional revenue are exploited by or on behalf of the Licensee. Such report shall include a breakdown of the rights exploited, the amount of gross revenue received by the Licensee from exploitation of such rights, any costs (where any are agreed as deductible) and the amount of revenue due to Licensor ("Licensor's Share"). The Licensor's Share shall be submitted to the Licensor together with such accounting report.
- (b) The Licensor shall be entitled to inspect and audit at least once per year the Licensee's (and any of its sub-agents) books of account, records, contracts and any other relevant material in order to verify the sums due to the Licensor hereunder. The cost of such audit shall be borne by the Licensee if it reveals an underpayment in the Licensor's Share of five percent (5%) or more of the amount due to the Licensor. The amount of any underpayment shall immediately be reimbursed to the Licensor together with interest thereon calculated at a rate of 4% above Bank of England base rate from time to time.

17. Late Payment Provision

Any and all payments due to Licensor hereunder and not received within 30 (thirty) days of the due date shall be subject to a late payment fee at the statutory interest rate then prevailing under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) in English law.

18. Taxes

The Licensee shall bear without any deduction from the Licence Fee all taxes now or hereafter in effect that are or may be (i) imposed or based upon the Licensee's exhibition possession or use of the Programme and/or the copies thereof supplied or made hereunder or upon the grant of the Licensed Rights or the exercise of the Licensed Rights or (ii) computed by reference to the Licence Fee(s) however determined paid or payable hereunder and it is agreed that:

- (a) The word "taxes" as herein used shall include without limitation taxes fees assessment charges imposts duties levies and excises whether designated as withholding sales gross income gross receipts personal property storage use consumption licensing compensating excise privilege taxes or otherwise howsoever.
- (b) To the extent that such taxes are paid or borne by the Licensor the Licensee shall reimburse the Licensor therefor on demand and upon its failure to do so the Licensor shall have all the remedies herein provided

for in respect of the collection of non-payment of the Licence Fee (or any part thereof) in addition to whatever other remedies it may have by law.

- (c) In the case where any deductions or withholdings are required by law, the Licensee shall provide the Licensor with all assistance and information as is requested by the Licensor to enable the Licensor to recover or be credited with the sums so deducted or withheld or to enable the Licensee to avoid or be exempted from (whether in whole or in part) making any such deduction as withholding and this obligation shall include (without limitation) providing the Licensor with a completed certificate of deduction or any other appropriate form or application.

19. Exchange Control Restrictions

- (a) If by reason of any laws or currency regulations in force within the Territory the Licensee shall be prohibited or restricted from making payment of the Licence Fee or any part thereof or of any other monies payable to the Licensor hereunder at the time when the same are due and payable to the Licensor, the Licensee shall immediately advise the Licensor in writing. The Licensor shall be entitled at its option either (i) by giving notice in writing to the Licensee to terminate this Agreement or (ii) to direct the Licensee to deposit the monies due in a bank account in the Territory to be nominated by the Licensor or to pay the same promptly to such person in the Territory as the Licensee may nominate.
- (b) The Licensee shall use its best endeavours to minimise (by lawful means only) the amount of such deductions and in respect of all such sums deducted by the Licensee, the Licensee shall provide to the Licensor all applicable certificates of deduction.

20. Substitution

- (a) In the event that any of the following occurs: (i) Licensor's right to grant the Licensed Rights with respect to the Programme is successfully challenged by any third party; or (ii) there is written notice from Licensor or a government-approved broadcasting regulator in the Territory that: (a) there has been a complaint regarding the Programme(s) either upheld or partially upheld by the government-approved broadcasting regulator in the Territory; (b) legal reasons exist to prevent the re-use of the Programme(s); and/or (c) exceptional reasons exist to require such action, then the Licensor may by mutual agreement with the Licensee substitute a programme that it deems to be equivalent failing which the Licensor may terminate this Agreement with respect to the Programme.
- (b) If the Licensor so elects to terminate under this Clause then: (i) The Licence Fee shall cease to be payable and if and insofar paid shall be returned to the Licensee proportionately taking into account those rights exercised by Licensee prior to termination; and (ii) the Licensee shall and does waive all claims for damages or any other remedy that may arise from such termination other than its entitlement to be under no obligation to pay the Licence Fee.

21. Licensee's Default

- (a) If the Licensee fails to make payment of the Licence Fee or any part thereof when due or if it defaults in any of its other obligations hereunder and fails to make payment or to remedy its default within 10 (ten) days after written notice from the Licensor (where such default is capable of remedy) or if the Licensee is adjudicated a bankrupt, becomes insolvent, or makes an assignment for the benefit of creditors, or if a receiver, liquidator or trustee is appointed over its assets or affairs, the Licensor shall have the right in addition to whatever other remedies it may have by law to terminate this Agreement wholly or in part by written notice to the Licensee in which event the entire unpaid balance (if any) of the Licence Fee and all of the Material Costs shall immediately become due and payable.
- (b) Where the default is not capable of remedy, the Licensor shall be entitled to immediately terminate this Agreement by notice in writing to Licensee and the provisions for payment of sums due as set out in this Clause and the provisions for termination set out below shall come into effect.

22. Force Majeure

If the Licensor is delayed in or prevented from making delivery of the Programme as herein provided by reason of any act of God labour difficulties injunctions judgments adverse claims fire flood transportation tie-up public

disaster or any other cause beyond its control or if the Licensee is delayed in or prevented from transmitting the Programme as herein provided by reason of any of the aforesaid contingencies neither Party shall be liable to the other for the delay or failure so to perform and the term Licence Period shall be deemed extended for a period equal to the duration of the contingency unless such extension shall conflict with any rights in the Programme already granted by the Licensor in which case this Agreement shall be terminated forthwith on service of notice in writing upon the Licensee by the Licensor. In the event that such termination shall be by reason of force majeure circumstances affecting the Licensee the Licensee shall upon such termination pay 50% (fifty per cent) of the Licence Fee to the Licensor however if such termination shall arise by reason of force majeure circumstances affecting the Licensor the Licence Fee shall not be payable and to the extent pre-paid shall be refunded to the Licensee.

23. Termination

- (a) Upon the expiration or other termination of this Agreement: (i) the Licensee shall immediately cease exploitation of the Licensed Rights and the Licensed Rights granted herein shall revert immediately and irrevocably to the Licensor; (ii) each Party shall cease to have any further obligations under this Agreement to the other except as to any rights of either Party which may have accrued prior to or arising out of such termination; and (iii) the Licensee shall deliver to the Licensor at the Licensee's cost all materials supplied by the Licensor to the Licensee hereunder in connection with the Programme together with any copies thereof made by the Licensee (unless specifically requested by the Licensor in writing to destroy or erase the same in which event the Licensee shall carry out such destruction or erasure within 14 (fourteen) days of the said expiration or termination and shall provide to the Licensor a written certificate of destruction or erasure signed by a principal officer of the Licensee).
- (b) Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement (including for the avoidance of doubt Clause 5, 12, 23, 25 and 26) shall remain in full force and effect.

24. Assignment

- (a) The Licensor shall have the unfettered right to mortgage, pledge, assign or otherwise to transfer the benefit and burden of this Agreement. The Licensee recognises that lenders may be induced to advance sums to the Licensor on the security of this Agreement. Accordingly the Licensee shall if required in writing by the Licensor pay to any chargee or assignee all monies due to the Licensor pursuant to this Agreement without offset deduction counterclaim or credit for any claim that the Licensee may have or assert against the Licensor.
- (b) This Agreement or any part of the Licensed Rights shall neither be sub-licensed nor assigned in whole or in part by the Licensee without the Licensor's prior written approval. Where Licensor gives such approval, Licensee shall: (i) procure that the sub-licensee will abide by all the relevant terms of this Agreement; (ii) remain liable to Licensor for their and the sub-licensee's compliance with the terms of this Agreement and the sub-licence and of all breaches, acts and omissions of Licensee and the sub-licensee in respect of the sub-licence; and (iii) procure that the sub-licence will terminate or expire upon expiry or termination of this Agreement, as applicable.

25. Confidentiality

- (a) Subject to Clause 25B, each Party shall treat the following information as confidential and shall not disclose or use it: (i) details of the provisions of this Agreement and any agreement or arrangement entered into in connection with this Agreement; (ii) information relating to the negotiations leading to the execution of this Agreement and any agreement or arrangement entered into in connection with this Agreement; and (iii) to the extent such information has been obtained as a result of or in connection with entering into this Agreement, information relating to the other Party and/or any member of the other Party's group companies.
- (b) Any Party may disclose or use information otherwise required by Clause 25A to be treated as confidential if and to the extent: (i) the disclosure or use is required by the laws of any relevant jurisdiction; (ii) the disclosure or use is requested by any competent regulatory or governmental body, tax authority or securities exchange in any relevant jurisdiction, whether or not the request has the force of law; (iii) the disclosure is made to that Party's professional advisers, auditors or bankers from time to time or to any of

its group companies or to the professional advisers, auditors or bankers from time to time of any of its group companies; (iv) the disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement; (v) the information is or comes into the public domain through no fault of that Party; or (iv) the other Party has given prior written consent to the disclosure or use.

- (c) Each Party shall ensure that any person to whom confidential information is disclosed pursuant to clause 25B(iii) of these Standard Terms and Conditions is made aware of the obligations of confidentiality contained in this clause and complies with Clause 25A Conditions as if binding on it directly.

26. General Provisions

- (a) This Agreement shall not be modified, varied or waived in whole or in part except in writing signed by both Parties.
- (b) Any notices required to be given by either Party to the other shall be sent by pre-paid post or delivered personally to the Party on whom such notice is being served at the address given at the head of this Agreement or any other address which shall have been notified to the Party serving notice from time to time. Any such notice shall be deemed to have been properly and effectively given 48 (forty-eight) hours after having been posted if such time falls within working hours on a "Business Day" (defined as a day that is not a Saturday or Sunday or a public holiday in the UK) or, if not falling within working hours on a Business Day, at 9.30am on the next Business Day or, in the case of personal delivery 1 (one) hour after service in the case of personal delivery if delivered within working hours on a Business Day or, if not deemed delivered within working hours on a Business Day, at 9.30am on the next Business Day.
- (c) This Agreement and the documents referred to herein sets out the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement. The Parties acknowledge that no provisions are to be regarded as implied into this Agreement, save for those implied by law and which are not fully capable of being excluded. All implied provisions lawfully capable of being excluded are hereby excluded for all purposes.
- (d) The clause headings in this Agreement are for information only and do not form part of this Agreement. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.
- (e) In the event of a conflict between the terms contained in the Schedule and the terms contained in these Standard Terms and Conditions, the terms of the Schedule shall prevail.
- (f) This Agreement may be entered into in any number of counterparts each of which when so executed and delivered shall be an original. A counterpart signature page of this Agreement executed by a Party and sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment. A counterpart shall be treated for all purposes as an original unless and until it is actually replaced by an original counterpart.
- (g) If any provision (or part of a provision) of this Agreement is found to be or becomes invalid, illegal or unenforceable in any respect then that provision (or relevant part of such provision) shall be deemed modified to the minimum extent necessary to make it legal, valid and enforceable taking into account the commercial purpose of this Agreement. If such modification is not possible then that provision (or relevant part of such provision) shall be deemed deleted. The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired so long as the commercial purpose of this Agreement is still capable of being fulfilled and neither Party is adversely affected in any material respect.
- (h) In no event will any delay, failure or omission (in whole or part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law be deemed to be or be construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently. Any waiver of any term or condition of this Agreement by either Party shall not be effective unless it is in writing signed by or on behalf of both Parties and shall not in any event affect any other rights of that Party hereunder nor shall the same be deemed to be a waiver of any other term or condition of this Agreement or a subsequent breach of such term or condition.
- (i) Save as expressly provided otherwise in this Agreement, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any of the terms of this Agreement.
- (j) Save as expressly provided otherwise or as may be agreed otherwise between the Parties, each Party shall bear its own costs and expenses in connection with this Agreement.
- (k) Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties.

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- (l) This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each of the Parties irrevocably agrees that the English Courts shall have exclusive jurisdiction over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability or any non-contractual claims arising out of or in connection with this Agreement.