



THIS LICENCE AGREEMENT (the "Agreement") IS DATED 11 December 2017

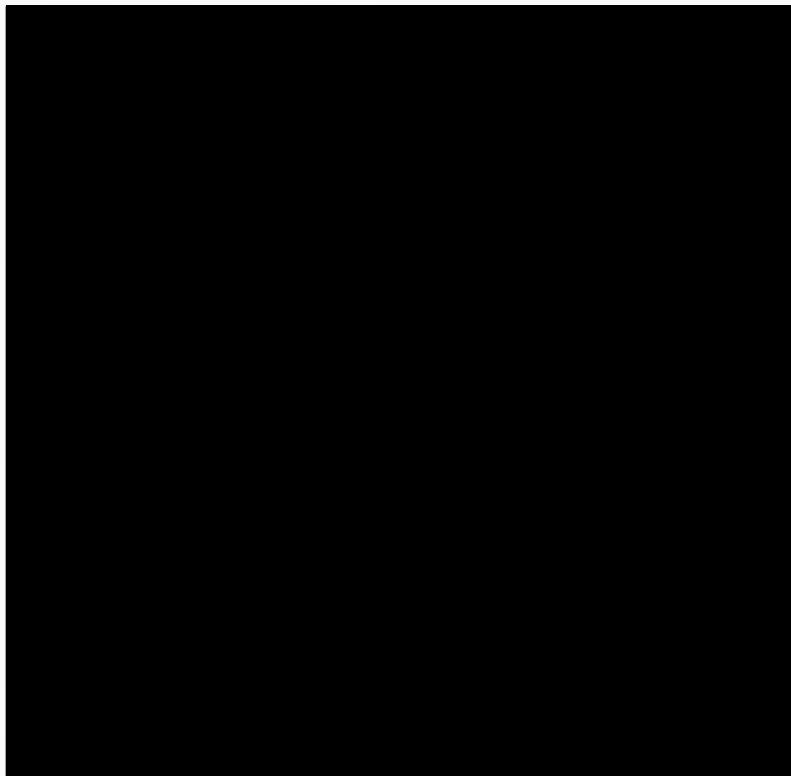
BETWEEN:

LICENSOR ("FM"):	LICENSEE:
<p>FREMANTLEMEDIA LIMITED 1 Stephen Street, London, [REDACTED] 1AL VAT: G.B. 222 715 196</p> <p>[REDACTED]</p> <p>Telephone [REDACTED] Email [REDACTED]</p> <p>Each a 'Party' and together the 'Parties'</p>	<p>CESKA TELEVIZE Public Company established by the Czech Television Act. No. 483/1991 Coll., with registered office Kavci Hory Prague 4 Czech Republic 140 70 VAT N° CZ00027383 Czech Republic</p> <p>Attention: [REDACTED]</p>

IT IS AGREED that in accordance with the provisions of the following Agreed Terms, Special Conditions and Standard Terms and Conditions attached and forming part of this Agreement FM grants to Licensee a limited licence to exhibit the Programme(s) in the Territory via the Licensed Rights in the Language for the duration of the Licence Period as follows:-

AGREED TERMS

1. Programme(s):



LICENSE AGREEMENT 140161

2. Territory:

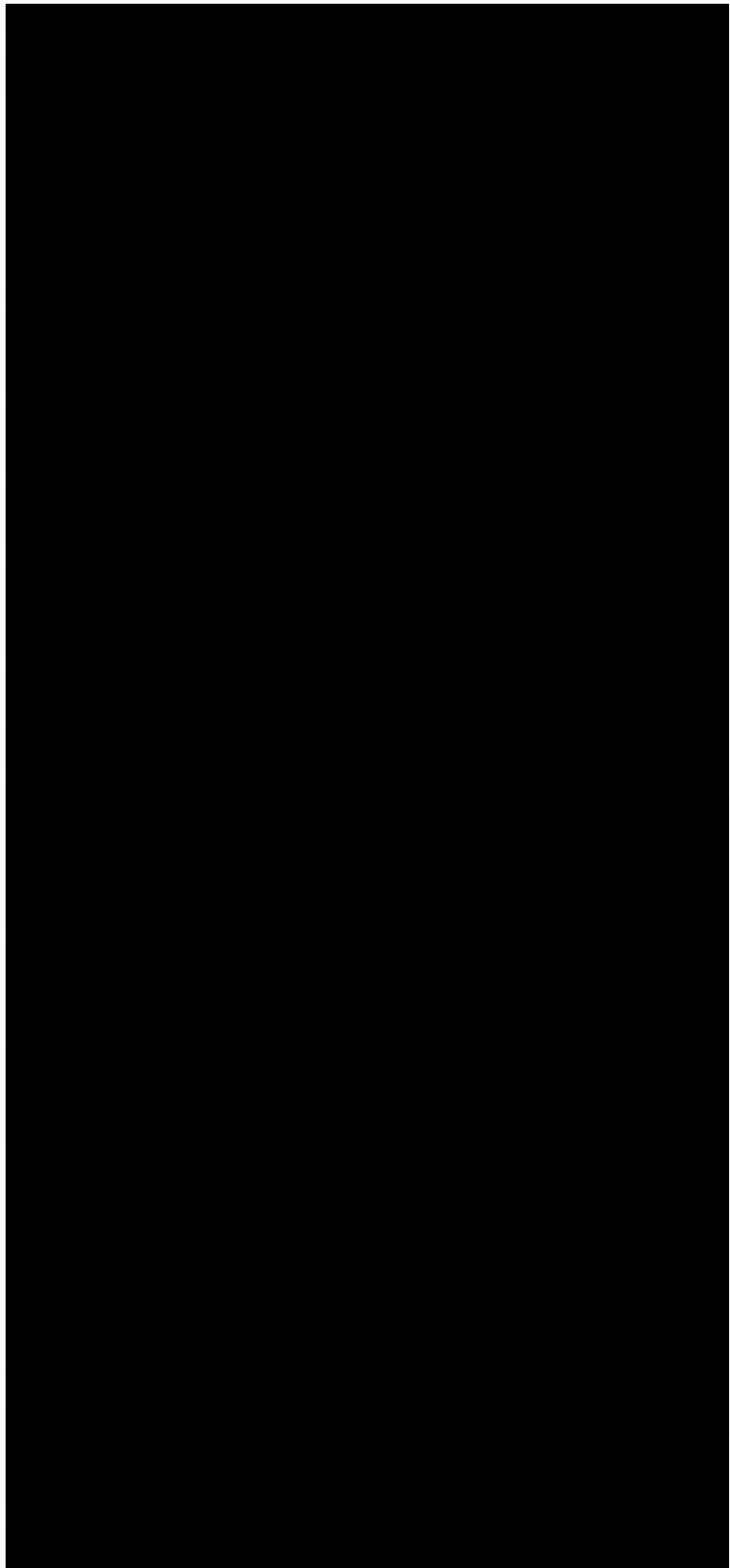
3. Licensed Rights:

4. Holdback:

5. Channel:

6. Licensed Service:

7. Number of Exhibitions:



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8. Language:

[REDACTED]

Original language version to be supplied by FM. Czech (subtitled and/or dubbed) version ("Foreign Version") to be created by Licensee at Licensee's cost.

9. Total Licence Fees:

EUR133,500.00
FM acknowledges to be the beneficial owner of the License Fee.

10. Payment Schedule:

EUR133,500.00 payable by Licensee to FM as follows:

EUR66,750 on Signature of the Agreement
EUR66,750 on the earlier of (i) technical acceptance of the Material and (ii) 1st May 2018

All invoices will be issued in PDF format to the attention of faktery@ceskatelevize.cz.

Payment is subject to, (i) receipt of invoice and (ii) receipt of the valid confirmation of UK residency of FM issued by the appropriate Tax Authority of UK unless such valid confirmation has already been provided to the Licensee during the applicable year. If FM has not supplied the above documents to Licensee by the applicable payment dates as set out in the Payment Schedule, the applicable payment shall be due on receipt of such documents.

11. Material:

HD File Delivery [REDACTED] in accordance with the standard material specifications set out in Schedule 1 at a cost of [REDACTED] payable by Licensee. [REDACTED]

12. Material Cost:

FM shall issue a separate invoice for the cost of delivering the Materials to Licensee and Licensee agrees to pay such costs upon receipt of an invoice in accordance with the following schedule:

[REDACTED]

13. Publicity Materials:

To access and download Publicity Materials (including music cue sheets) please go to www.fmscreenings.com

Licensee shall obtain the prior written approval of FM in relation to all press releases

SPECIAL CONDITIONS:

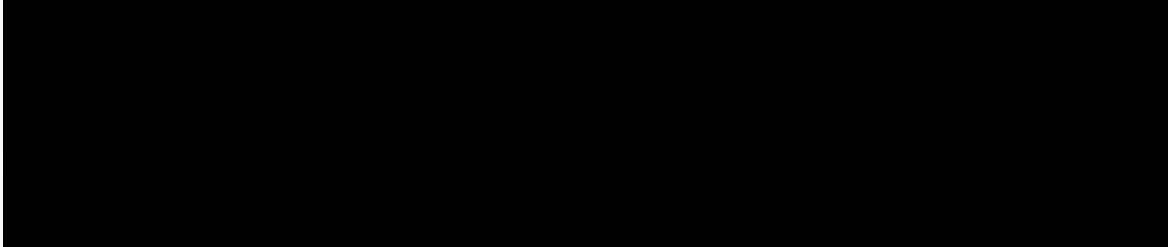
Should this Agreement be or become subject to an obligation to make the contents of this Agreement public based on the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the "Act") (for example, due to the execution of an amendment), then information in the Agreed Terms, Special Conditions, Schedules and Appendices highlighted in yellow shall be redacted (blackened out) prior to disclosure pursuant to the Act. Such redacting shall be implemented especially in

[REDACTED]

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cases of, but not limited to, trade secrets that are subject to the appropriate measures of the parties to keep such information confidential. Information not highlighted in yellow shall not be subject to the duty of confidentiality purely in respect of disclosure under the Act. Only the Licensee shall be entitled to make this Agreement public pursuant to the Act within the time period of 80 days commencing upon its execution.

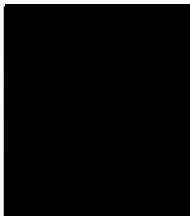
PROGRAMME RESTRICTIONS:



- 2.1. No advertising and promotional material shall be produced or used for the Programme by Licensee without the prior written approval of FM, other than the approved advertising and promotional material [REDACTED] supplied by FM to Licensee ("**Approved Materials**"). Licensee agrees to use the Approved Materials as provided and shall not alter the Approved Materials in any way without the prior written approval of FM.
- 2.2. In the event that the Licensee wishes to create its own promotional material, Licensee agrees to request from FM a list of promotional restrictions ("**Promotional Restrictions**"). Upon receipt Licensee expressly undertakes and agrees to adhere to such Promotional Restrictions at all times and submit all promotional material created to FM for prior written approval in accordance with the provisions set out herein.
- 2.3. Notwithstanding the above, in relation to [REDACTED] only, Licensee may edit [REDACTED] without the requirement of FM's prior written approval provided that (i) such editing is only a removal of sections of [REDACTED] solely to get [REDACTED] down for timing requirements versus [REDACTED] being rearranged and/or added to, (ii) the message and theme of [REDACTED] itself has not been materially altered, nor the portrayal of certain individuals having promotional approval rights as set out in the Promotional Restrictions, and (iii) Licensee shall always comply with the Promotional Restrictions.
- 2.4. Licensee shall indemnify FM against any third party claims that may arise from Licensee's creation or editing of any advertising or promotional material not in accordance with Clauses 2.2 -2.4 above.

3. [REDACTED]

- 3.1. Licensee shall not broadcast or exhibit each episode of the Programme prior to the US broadcaster's premiere of each episode. Such dates to be advised by FM.
- 3.2. Licensee shall only exploit the approved promotional material supplied by FM to Licensee in connection with any promotion of the Programme ("**Approved Promotional Material**").
- 3.3. Licensee shall not edit or alter any of the Approved Promotional Material referencing [REDACTED] without FM's prior written consent.



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3.4. Licensee shall not use any excerpts, clips or elements of the Programme other than the Approved Promotional Material for any promotion of the Programme without FM's prior written consent.

Amendments to the Standard Terms and Conditions:

The Standard Terms and Conditions attached and forming part of this Agreement shall be amended as follows:

Clause 1.1.4 Foreign Version will be deleted and replaced with the following:

1.1.4 "Catch Up Transmission" the right to make available all forms of on demand service however delivered where End Users who are entitled to receive the channel broadcasting the Programme(s) are also entitled (at no additional cost) to receive and watch the Programme(s) by means of catch-up within 14 (fourteen) days of the initial transmission of each episode of the Programme on the relevant channel and provided such services are geographically restricted to the relevant Territory and the catch-up service will NOT permit any form of storage (other than Progressive Download) unless expressly stated otherwise in the Agreed Terms.

Clause 9. Foreign Version will be deleted and replaced with the following:

9. Foreign Version: Licensee may dub, sub-title or voice-over the Programme(s) hereby licensed ("Foreign Version") only in the Language and to the extent specified in the Agreed Terms or Special Conditions and subject to the following conditions: (a) Licensee will notify FM in writing in the event that it creates a Foreign Version of the Programme(s) in the Language; and (b) Licensee will ensure at its own expense that any and all Foreign Versions of the Programme(s) created by Licensee will exclusively vest in and belong to FM and subject to the Licensed Rights, FM will have the exclusive right to exploit, distribute and otherwise use the Foreign Version in any and all media throughout the world in perpetuity at no cost to FM. For this purpose Licensee will upon creation of such Foreign Version provide FM with access to such Foreign Version if requested by FM, upon payment by FM of

READ AND AGREED TO BY AN AUTHORISED REPRESENTATIVE:

FremantleMedia Limited

Signed By

Date:

25/11/18

Petr Dvořák

CESKA TELEVIZE

Signed By:

Date:

22-12-2017

LICENSE AGREEMENT 140161

SCHEDULE 1

FREMANTLE MEDIA LIMITED

STANDARD MATERIAL SPECIFICATIONS



STANDARD TERMS AND CONDITIONS

1. Definitions

1.1 In these Standard Terms and Conditions and the Agreed Terms and the Special Conditions (if applicable) attached which together comprise the Agreement, the following expressions will have the following meanings (for the avoidance of doubt paragraph headings used in the Agreed Terms will be deemed definitions for the purposes of this Agreement):

- 1.1.1 **"Advertiser funded video-on-demand/AVOD"** the right to deliver and/or exhibit the Programme on an on-demand basis (at no additional cost to consumer) where the consumer is required to view and/or is otherwise exposed to commercial messages or interruptions (whether display, interstitial or otherwise) provided that where such rights are granted to Licensee advertising will not appear on-screen, encroach on, overlap, cut into or otherwise interfere with the exhibition of the Programme(s).
- 1.1.2 **"Authenticated VOD/AuthVOD"** a mode of distributing the Programme(s) whereby access to the Programme(s) is provided on an on-demand basis provided always that the Subscriber (a) subscribes to the linear television service that distributes the Programme(s); and (b) is not charged an additional subscription fee, a per-exhibition or per programme fee for the right to view the Programme(s) on an on-demand basis.
- 1.1.3 **"Authorised Devices"** any receiving device now known or hereafter devised including but not limited to set top box, television sets, internet connected televisions, game consoles, IOS and Android Phones and tablets including those which have so-called replay, rewind, look-back and start-over functionality.
- 1.1.4 **"Catch Up Transmission"** the right to make available all forms of on demand service however delivered where End Users who are entitled to receive the channel broadcasting the Programme(s) are also entitled (at no additional cost) to receive and watch the Programme(s) by means of catch-up within 30 (thirty) days of the initial transmission of each episode of the Programme on the relevant channel and provided such services are geographically restricted to the relevant Territory and the catch-up service will NOT permit any form of storage (other than Progressive Download) unless expressly stated otherwise in the Agreed Terms.
- 1.1.5 **"Claims"** any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees.
- 1.1.6 **"End User"** any individual domiciled and located in the Territory. However, if (i) the Territory is a member of the European Union ("Member State"); and (ii) Licensee is subject to a mandatory obligation under applicable European Union legislation to ensure cross-border portability of the Licensed Rights to individuals domiciled in the Territory but who are temporarily present in another Member State, then for the purposes of this Agreement such individual will be considered to be located within the Territory whilst temporarily present in such other Member State, provided that such individual has been verified by Licensee as being domiciled in the Territory.
- 1.1.7 **"Free Television"** the right to broadcast the Programme(s) on a linear over-the-air television service via the Permitted Means of Transmission and any simultaneous retransmission of the same, without charge to the End User (other than any governmental licence fee or levy payable solely for the privilege of viewing any transmissions).
- 1.1.8 **"Free Video-On-Demand/FVOD"** the right to deliver and/or exhibit the Programme on an on-demand basis where the End User is not charged any fee or access charge, whether transactional, recurring, periodic, or other. For the avoidance of doubt this does not include Catch Up Transmission or Authenticated VOD.
- 1.1.9 **"IPTV"** a method of delivering the Programme on a linear service using an IP (Internet Protocol) closed network to subscribing members of the public only and for display on a television set or television monitor restricted to the Licensed Service.
- 1.1.10 **"Licensed Rights"** the right to broadcast/exhibit the Programme(s) in the Language, via the applicable rights as set out in the Agreed Terms on the Channel and/or Licensed Service, in the Territory, during the Licence Period as more specifically set out in Clause 2 below.
- 1.1.11 **"Licensed Service(s)"** the permitted Channel(s) and/or service(s) specified in the Agreed Terms for the applicable Licensed Rights.
- 1.1.12 **"OTT"** the delivery of the Programme by a content provider operating only via mobile and or internet transmission directly to the End User without the requirement for the End User to also be a Subscriber to a cable and/or satellite linear television service.
- 1.1.13 **"Pay Per View"** the right to broadcast the Programme(s) by cable, satellite or terrestrial television broadcast where the Programme(s) is receivable by the End User only upon payment of a specific fee or charge in addition to any End User fee payable for reception of the service on which the Programme(s) is broadcast at a scheduled time.
- 1.1.14 **"Pay Television"** the right to transmit the Programme (including all existing methods of linear transmission such as any and all forms of analogue or digital cable, satellite, or terrestrial transmission) to individual or multiple receivers, by the Permitted Means of Transmission, and any simultaneous retransmission of the same for reception in the relevant territory by members of the general public who are entitled to receive the same on a pay subscription basis only. Pay Television Rights will include so-called basic and/or premium subscription channels but for the avoidance of doubt shall exclude Pay Per View Rights.
- 1.1.15 **"Permitted Editing"** any editing, at Licensee's sole cost and expense, for the following purposes only: (a) to insert commercials; (b) to satisfy censorship requirements; (c) to satisfy time segment requirements of the Channel; or (d) to comply with legal requirements.
- 1.1.16 **"Permitted Means of Transmission"** any one or a combination of all forms of electronic transmission of audio-visual signals wired and/or wireless, analogue and/or digital or otherwise now known or developed in the future including satellite (DTH, MMDS and SMATV) cable, terrestrial television (including DTT), microwave, DSL and all telecommunications systems including the internet, mobile wireless technologies and/or by any other form of digital and/or networking technologies (including IPTV and OTT) that allow the transmission of audiovisual signals to an Authorised Device as set out more specifically in the Agreed Terms.
- 1.1.17 **"Progressive Download"** the ability to temporarily cache or buffer portions of the Programme to enable the End User to view the Programme while the Programme is streaming.
- 1.1.18 **"PVR"** personal video recorder functionality enabling the End User to record the linear transmission of the Programme(s) and NVPR where the service provider initiates recordings of the linear transmission of the Programme to make them available to the End User at specific times.
- 1.1.19 **"Subscriber"** an End User who subscribes to a service or platform by making periodical payments in order to access such service or platform and is authenticated through a login or verification process.
- 1.1.20 **"Subscription Video-On Demand/SVOD"** the right to deliver and/or exhibit the Programme, on an on-demand basis for which the Subscriber is charged a periodic subscription fee is charged.
- 1.1.21 **"Temporary Download"** the ability to store a Programme on an Authorised Device for a period of the earlier of thirty (30) days following its transmission and forty eight (48) hours from when an End User opts to view such Programme at no additional cost to the End User after which the Programme will automatically delete from the Authorised Device.
- 1.1.22 **"Transactional Video-on-Demand/TVOD"** the right to deliver the Programme on an on-demand basis for which a one-off material transactional fee is charged to view the Programme.

2. Grant of Licensed Rights

- 2.1 Subject to the payment of the Licence Fee and compliance by Licensee of all the obligations and conditions to be performed hereunder, FM hereby grants to Licensee a limited licence to exhibit the Programme(s) via the Licensed Rights in the Language via the Licensed Service, during the Licence Period, in the Territory, as specified in the Agreed Terms but for no other uses or purposes whatsoever.
- 2.2 Upon FM's request, Licensee will notify FM in writing of the date of any exhibition of any Programme(s) by Licensee.
- 2.3 For the avoidance of doubt, where Licensee is granted any exclusive rights to make the Programme(s) available via a VOD service in accordance with the terms of this Agreement, then subject always to any agreed Holdbacks set out in the Agreed Terms, it acknowledges and agrees that FM may have granted Catch Up Transmission or Authenticated VOD to another authorised licensee in the Territory and such grant by FM will not constitute a breach of this Agreement.
- 2.4 All rights not expressly granted to Licensee in this Agreement are reserved to FM to exploit or authorise others to exploit at its own discretion.

3. FM Warranties

FM undertakes, represents and warrants that: (a) it has the right and authority to enter into this Agreement and that it owns or controls, or will own or control all rights in and to each Programme(s) necessary to grant the Licensed Rights and perform all of FM's obligations, covenants and agreements set out in this Agreement; (b) to the best of FM's knowledge and belief no Programme(s) (nor any materials contained in the Programme, except with respect to any commercials or other materials added or any alterations or other modification authorised by Licensee to such Programme(s)) violates or infringes upon the intellectual property rights or constitutes a defamation of, or invasion of the rights of privacy or publicity of any person whatsoever; and (c) it makes no representations or warranties either present or future with respect to the procurement of any licence required by Licensee from any governmental or similar authority within the Territory to exhibit any Programme(s) or that any Programme(s) complies with any local broadcast or other regulations or censorship requirements which may be required or imposed by any government or similar body in the Territory.

4. Licensee Warranties

Licensee hereby undertakes, represents and warrants to FM that: (a) it has the right and authority to enter into this Agreement and to perform its obligations, covenants and agreements hereunder; (b) it will immediately notify FM of any infringement or breach of the copyrights in the Programme(s) (including but not limited to plagiarism); (c) it (and its authorised sub-licensees, successors and assigns approved by FM) will not broadcast, disseminate, transmit or permit the broadcast or reception or any other exploitation of the Programme(s) or do or permit anything to be done, other than in strict accordance with the terms of this Agreement including exhibiting the Programme(s) in its entirety (including without limitation all copyright notices and all credits whether such credits are on tape film or supplied as a separate transcript) without any additions, deletions alterations or re-ordering save the addition of any sub-titles and/or Foreign Version (as defined below) and Licensee's own broadcast credit and/or logo; (d) it will observe and comply with all contractual obligations and credit requirements in respect of any Programme(s), as notified by FM; (e) it will comply with all laws and regulations concerning the broadcast and transmission of the Programme(s) in the Territory; (f) it acknowledges that FM is the sole and exclusive owner of all intellectual property in the Programme and it will not do or authorise anything to be done (save in the authorised exercise of the Licensed Rights) which would be inconsistent with or amount to a denial of FM's title; and (g) it will or procure that the broadcaster will obtain from and make all payments to the applicable local performing right society or other appropriate collecting body, at Licensee's sole responsibility and expense, all public performance and communication to the public rights with respect to any music contained in the Programme(s), to enable Licensee to exercise the Licensed Rights within the Territory. Licensee will make all payments and returns in respect of the public performance and communication to the public of such music.

5. **Indemnity:** Each Party will indemnify and hold the other (its officers, directors and employees and any assignees or licensees of the other permitted under this Agreement), harmless from and against any Claims arising out of any breach of any representation, undertaking, warranty, covenant, condition or agreements made or to be performed under the terms of this Agreement. Further, Licensee will indemnify and hold FM harmless from and against any Claims arising out of Licensee's editing of or deletion of material from Programme(s) and/or arising out of Licensee's failure to telecast credits. The Party seeking indemnification must have promptly notified the other Party of any Claim or afforded the indemnitor the opportunity to control in any compromise, settlement, litigation or other resolution or disposition of such Claim or litigation; provided, however, indemnitor will afford the indemnitee the opportunity to participate at indemnitee's expense and further provided that neither Party will agree to any settlement without the prior written consent of the other Party. Each Party agrees that in no event whatsoever will the other Party be liable for any actual or alleged loss of profit, indirect or consequential damages howsoever arising incurred by the other Party.

6. Intellectual Property

- 6.1 FM may, in its sole discretion, take any action to prevent the infringement of the Licensed Rights or to protect the intellectual property of the Programme(s). Licensee hereby agrees that it will at the request and expense of FM and within the Territory take all such reasonable actions proceedings or steps as may be necessary to protect the intellectual property in any Programme(s) or any other interests or rights of FM or any other party including uploading private reference files to YouTube's fingerprinting system. In any event, Licensee will not take any action to protect the intellectual property of any Programme(s) or in respect of an infringement of the Licensed Rights, without FM's prior written approval.
- 6.2 In the event that Licensee requires FM to prepare a certificate of origin/ownership or similar document in connection with the intellectual property in the Programme(s), Licensee will reimburse FM for all costs incurred by FM in preparing the same. Such costs will include, without limitation, notary fees, legalisation fees and related disbursements.
- 6.3 For the avoidance of doubt, FM retains the sole and exclusive right in relation to the Programme(s) and any Foreign Version to: (a) administer all rights collectively managed by all rights societies including but not limited to the retransmission right, private copy levy right, educational recording right, public performance levy right, public performance video levy right, rental and lending right and any equivalent, replacement or additional rights; and (b) collect any and all revenues from the rights listed in paragraph 6.3(a) above, including but not limited to the right to collect income relating to the broadcasts, retransmissions, copying, communications of copies, rentals and lendings, performances and exhibitions (or other forms of exploitation) which are collectively administered by rights societies.
7. **Overspill:** The Parties acknowledge and agree that, unintentional overspill of signals into the Territory by FM or outside of the Territory by Licensee will not be deemed a breach by either Party provided such broadcast into or out of the Territory is not specifically marketed in the respective overspill territory by such Party.

8. Material

- 8.1 With respect to physical Material, Licensee agrees that all risk related to Material, despatch costs, import duties and customs charges will be passed to Licensee once Material has left FM's premises.
- 8.2 Following receipt by Licensee of the Material (which in the case of a digital file will be deemed received when FM receives notification of completion of download) Licensee will examine the Material comprising the same to determine whether it is suitable for exhibition in accordance with this Agreement and will within thirty (30) days of receipt give written notice to FM if any such Material is so defective in

its physical state or condition so as to be incapable of such exhibition. Such written notice to be in English and include as a minimum a detailed description of the defects, brief scene description and timecoded examples of where they occur. If Licensee fails to download a file prior to the expiry date on the email notification from FM or FM's applicable Vendor, that the Programme(s) is/are available for download and subsequently requests FM to re-upload such file then any costs incurred by FM and/or FM's vendor for such re-upload will be at Licensee's sole cost and expense and payable to FM by Licensee on receipt of an invoice.

8.3 Should FM fail to remedy any defect of which it receives notice pursuant to Clause 8.2 above or supply a substitute programme then the Programme(s) in question will be withdrawn from this Agreement pursuant to Clause 12 below. Failure to provide written notice to FM as provided under Clause 8.2 above will mean that all Material will be deemed to have been accepted by Licensee for all purposes hereof.

8.4 Upon expiry of the Licence Period or in the event of the termination of this Agreement, Licensee will at FM's election, and at Licensee's sole expense, either (a) immediately erase or destroy any and all such Material, in which case Licensee will provide to FM satisfactory proof of such destruction or erasure upon request of FM; or (b) (in the case of physical tapes) immediately erase or destroy any and all such Material, in which case Licensee will provide to FM satisfactory proof of such destruction or erasure

9. **Foreign Version:** Licensee may dub, sub-title or voice-over the Programme(s) hereby licensed ("**Foreign Version**") only in the Language and to the extent specified in the Agreed Terms or Special Conditions and subject to the following conditions: (a) Licensee will notify FM in writing in the event that it creates a Foreign Version of the Programme(s) in the Language; and (b) Licensee will ensure at its own expense that any and all Foreign Versions of the Programme(s) created by Licensee will exclusively vest in and belong to FM and subject to the Licensed Rights, FM will have the exclusive right to exploit, distribute and otherwise use the Foreign Version in any and all media throughout the world in perpetuity at no cost to FM. For this purpose Licensee will upon creation of such Foreign Version provide FM with access to such Foreign Version without further payment.

10. **Cutting and Editing**

10.1 Licensee may only edit the Programme(s) in accordance with the Permitted Editing and at all times Licensee will not (and will not permit any third party to): (a) edit or delete any credits, logos, trademarks or copyright notices appearing within an episode of the Programme(s); (b) fail to comply with any guild and union restrictions and any other editing restrictions of which Licensee has notice; (c) change the title of the Programme(s); (d) insert any material into the body of the Programme(s); and (e) impair the continuity, meaning, quality or creative integrity of such episode of the Programme(s).

10.2 Any edits or cuts to the Programme(s) other than as permitted in Clause 10.1 are subject to FM's prior written approval.

11. **Advertising and Promotion**

11.1 Upon commencement of the Licence Period until the expiry or earlier termination of this Agreement, subject to any applicable Special Conditions and to any restrictions and/or guidelines as may be notified to Licensee by FM upon delivery of the Programme(s) and from time to time, Licensee will be granted the non-exclusive right to advertise, promote, and publicise the upcoming broadcasts or exhibition of the Programme(s) or authorise others to do so. In accordance with the above grant of rights, Licensee will be permitted to use: (a) excerpts from the Programme(s) (of up to three (3) minutes per episode ("**Clips**")), provided that any Clips made available online or via wireless technology should be streamed only and not capable of being downloaded and geo-filtered to ensure they are only able to be viewed by End Users in the Territory; (b) the title of the Programme(s); (c) the name, voice, photo, approved likeness and approved biographical material concerning each character or person appearing in the Programme(s) and all other persons connected with its production; and (d) Publicity Materials supplied to Licensee by FM provided that Licensee shall not alter the Publicity Materials in any way without the prior written approval of FM, save for the addition of standard tune-in information.

11.2 With respect to social media platforms, Licensee's promotional rights in accordance with Clause 11.1 above will be limited to promotion on Licensee's own channel/page on YouTube, Facebook, Instagram and other social media platforms and for the avoidance of doubt not the right to set up a separate channel or page on any such platforms for the Programme(s).

11.3 Licensee acknowledges that FM's policy is to permit UGC Clips up to three (3) minutes to remain available for public viewing on YouTube. In the event of any conflict over the Programme(s) reference files in YouTube's content management system between Licensee and FM, Licensee agrees to take all necessary steps and follow any instructions provided to Licensee in order to enable FM to fully claim UGC Clips, which includes any Clips uploaded to YouTube by Licensee.

11.4 No promotion, commercials or other material appearing in breaks in the Programme(s) may directly or indirectly implicate that the Programme(s) producer and/or FM or any person or character appearing in the Programme(s) endorses any product or service advertised.

11.5 For the avoidance of doubt, Licensee will not create any Programme(s) specific social media pages, without FM's prior written approval, in accordance with FM's social media policies.

12. **Change of Title/Withdrawal**

12.1 FM reserves the right to withdraw any Programme(s) or any episodes of the Programme(s) from this Agreement at any time, effective as of Licensee's receipt of FM's notice of withdrawal if: (a) Licensee's exercise of the Licensed Rights would infringe upon the right of others or violate any law, court order, government regulation or other ruling of any governmental agency; (b) there exists any claim, litigation or threatened litigation with respect to the Programme(s) or (c) the Programme(s) fails to be produced.

12.2 If FM withdraws the Programme(s), FM may, forthwith deliver to Licensee another mutually agreed programme. If the Parties do not agree on a replacement programme, a rebate of the Licence Fee paid to FM for such withdrawn Programme(s) only will be made. Any materials previously delivered or made available to Licensee relating to the withdrawn Programme(s) will be returned promptly to FM at FM's expense and risk on request.

13. **Payments**

13.1 If FM does not receive any payment or part thereof due hereunder within fourteen (14) business days of the due date for such payment, then in addition to any other right or remedy of FM, FM will be entitled to charge interest at a rate of two (2) per cent above LIBOR.

13.2 All payments required to be made under the terms of this Agreement will be made in accordance with the Payment Schedule, regardless of whether or not Licensee will have exhibited any Programme(s) it being intended and agreed that time of payment is of the essence of this Agreement and failure to pay will constitute a material breach hereunder.

13.3 In the event that Licensee will be requested or required by any government fiscal or other competent authority to deduct any sum from the Licence Fee then Licensee agrees to pay FM such increased amount as (after the deduction of any sum so requested or required by such authority to be deducted from the Licence Fee) will be equal to the Licence Fee. In the event that there exists at the appropriate time a double taxation treaty between the Parties' respective countries pursuant to which a reduction or exemption from such deduction may be obtained Licensee will be entitled to withhold such sum without having to pay FM the increased amount on condition that: (i) Licensee will obtain the lowest rate of withholding tax available under such treaty; and (ii) Licensee will supply FM with the appropriate tax withholding certificate evidencing such deduction in order to enable FM to obtain credit for the sum so deducted; and (iii) in the event that Licensee requires FM to provide a certificate of residence or similar document in connection with the above, Licensee shall supply (at no cost to FM) copies of such documentation to FM to complete.

14. **Anti-Bribery:** FM must comply with the Bribery Act 2010 and Licensee warrants that it will comply with all applicable anti-bribery and corruption laws and legislation applicable to Licensee in the country(ies) in which it is registered and the Territory (if these are different) ("**Anti-Corruption Laws**") and Licensee agrees promptly to report to FM any incidents of which Licensee becomes aware involving breach or potential breach of Anti-Corruption Laws in connection with this Agreement or any other dealings with FM.
15. **Termination**
- 15.1 Either Party (the "**Terminating Party**") may at any time (without prejudice to any other rights which the Terminating Party may then have against the other Party (the "**Non-terminating Party**") by giving notice in writing to the Non-terminating Party forthwith terminate this Agreement in any of the following events: (a) if the Non-terminating Party will commit or permit to be committed any breach or breaches of any of the terms, conditions, undertakings and/or warranties set out in this Agreement not remedied to the reasonable satisfaction of the Terminating Party within fourteen days of notice of the breach or breaches. (Notwithstanding the foregoing the cure period of fourteen (14) days will not apply to a breach of warranty of Clause 14 where the Terminating Party will have an immediate right of termination); (b) if by reason of any act or default of the Non-terminating Party the Terminating Party is prevented from performing its obligations; (c) if Licensee or any of Licensee's shareholders, directors, officers or other key personnel are, or become, subject to any sanctions against companies and individuals in the Territory at any time during the Licence Period; (d) if the Non-terminating Party (being an individual) will commit an act of bankruptcy and/or become bankrupt or have a receiving order made against them or will enter into an arrangement or composition with or for the benefit of their creditors or will permit an execution to be levied against their goods or property or (being a Company) will be wound up whether compulsorily or voluntarily or will permit an execution to be levied against its goods or property or will have a Receiver appointed over its assets or any of them or if notice of any liquidation proceedings will be served upon it.
- 15.2 In the event of a breach by Licensee which is incapable of being remedied, any and all instalments of any Licence Fee or other sums due and remaining unpaid will immediately become due and payable to FM regardless of the due date thereof and (without prejudice to any other rights or remedy which may be available to FM at law or in equity) without in any way releasing Licensee from its obligations pursuant to the terms of this Agreement.
- 15.3 In the event of a breach by FM which is incapable of being remedied the Parties will discuss in good faith a mutually acceptable solution which may include a refund of the Licence Fee to Licensee pro-rated in accordance with the length of the Licence Period for such applicable Programme then remaining.
16. **General Terms**
- 16.1 Nothing in this Agreement will be interpreted as (i) constituting a partnership or joint venture; or (ii) creating a relationship of principal and agent between the Parties.
- 16.2 FM may assign this Agreement to any corporation controlling or controlled by it or to any corporation under common control with it or to any person, firm or corporation which may subsequently become the distributor of the Programme(s) licensed under this Agreement. Licensee will not assign its rights under this Agreement without the prior written consent of FM not to be unreasonably withheld or delayed. Any purported assignment without such prior written consent will be null and void and have no effect.
- 16.3 This Agreement expresses the entire understanding and agreement of the Parties and replaces any and all prior agreements or understandings whether written or oral relating in any way to the subject matter hereof. No modification, amendment, purported waiver, variation or supplement to this Agreement will be binding unless it is in writing and executed by both Parties.
- 16.4 If any provision of this Agreement will be determined by any court or other tribunal of competent jurisdiction to be void or unenforceable, all other provisions of this Agreement will nevertheless continue in full force and effect.
- 16.5 Neither Party will disclose to any third party any terms of or the existence of this Agreement without the prior written consent of the other except: (a) to their respective employees, in their capacity as such, on a confidential basis; or (b) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, or the requirements of any authorised governmental or official regulatory authority, in which case the Party required to make disclosure will seek confidential treatment of such information; or (c) as part of its normal reporting or review procedure to its parent company, auditors or solicitors, so long as they agree to be bound by the provisions of this clause; and (d) FM will be entitled to disclose any information contained in this Agreement or relating thereto, to any person or entity with a direct interest in the Programme(s) including, without limitation any underlying rights holder or person or entity to whom FM is required to account in respect of the exploitation of the Programme(s).
- 16.6 Any claim by either Party that its performance, default or delay is excused by occurrences constituting force majeure can only be made if such occurrence is unforeseen and beyond the control of the Party claiming force majeure, and only if it involves an act of God, war, terrorism or a natural disaster, accident, fire, strike, lockout or other labour dispute, riot or civil commotion, failure of technical or electrical facilities, order or act of government (whether national or local). Any claim of force majeure must be made in writing to the other Party within seven (7) days of the occurrence of the alleged event of force majeure. In all other cases such a claim of force majeure will be deemed to have been waived. In the event of any claim of force majeure, the Parties will take all possible action to minimise the consequences of force majeure and will enter into negotiation to determine if and/or to what extent the continued performance of this Agreement is possible.
- 16.7 It is agreed that any person, firm or entity who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 16.8 Any notice required to be given hereunder will be (i) delivered in person or (ii) sent to the applicable address of the Party referred to above (or such other address as may from time to time be agreed in writing between the Parties) by registered post or email. Notices will be deemed to have been received when delivered by hand on the date shown on a receipt or certificate of delivery, in the case of email (where there is no notification to the sender of a failed delivery) on the next business day, in the case of the registered post two (2) days after posting (if posted within the United Kingdom) or five (5) business days after airmail posting (if posted from or to an address outside the United Kingdom). Notice provided by email will be deemed notice "in writing".
- 16.9 In the event of any conflict between any terms expressly set out in the Agreed Terms and/or the Special Conditions and these Standard Terms and Conditions, the former will prevail.
- 16.10 This Agreement will be governed by English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with this Agreement, save that FM may bring an action in any jurisdiction using any governing law where it has reasonable grounds to suspect that Licensee is in breach or potential breach of any term under this Agreement, including (without limitation) refusal to pay monies due to FM, or actual or potential infringement of FM's intellectual property rights.