



**ITV STUDIOS GLOBAL ENTERTAINMENT (“ITVSGE”)  
STANDARD TERMS AND CONDITIONS**

**1. Interpretation**

- 1.1 These Standard Terms and the Definitions shall apply to the Deal Terms and shall, together with any other annexes attached thereto, upon signature, comprise the Agreement between Parties.
- 1.2 In the event of a conflict between the clauses of:
- (i) the Deal Terms and these Standard Terms, the Deal Terms shall prevail and the relevant clause of these Standard Terms shall be deemed to have been amended accordingly;
  - (ii) the Deal Terms and any Annex, the Deal Terms shall prevail and the relevant clause of the Annex shall be deemed to have been amended accordingly. A more recent annex shall prevail over a previous annex.
- 1.3 Reference to Extended Content only applies as far as Extended Content has been expressly granted.
- 1.4 In the Agreement:
- (i) references to clauses, sub-clauses and Annexes refer to clauses and sub-clauses of, and Annexes to the Agreement;
  - (ii) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
  - (iii) words importing the singular shall include the plural and vice versa;
  - (iv) clause headings in the Standard Terms are for information only and shall not affect the interpretation of the Agreement;
  - (v) any reference to statute, statutory provision, subordinate legislation, code or guideline is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

**2. Production**

- 2.1 Production of the Local Series and Extended Content and/or any other content produced pursuant to the Agreement shall be at Licensee’s sole risk and account and Licensee shall indemnify and hold ITVSGE harmless from any and all claims of third parties whose rights, performances, materials and/or services are used in the production of the Local Series.
- 2.2 Licensee shall produce the Local Series, Extended Content, or any other content hereunder, in accordance with the Production Materials or any updated version thereof as may be provided by ITVSGE from time to time and the Production Support rendered by ITVSGE. Any deviation from the Production Materials is subject to ITVSGE’s prior written approval.
- 2.3 Licensee shall:
- (i) provide ITVSGE with the detailed production (and if applicable exhibition) deal terms for the Local Series as agreed with the Production Company (as applicable) no later than 14 days prior to the commencement of the Recording Start Date of the Local Series;
  - (ii) provide ITVSGE with a production schedule detailing Licensee’s production and recording plans no later than 14 days prior to the first visit of the Consultant. Licensee shall email the Consultant any key dates within the production schedule as early as possible in order for ITVSGE to provide the Production Support Services in a manner effective for both Parties. Parties shall agree on dates for the Consultant in good faith;
  - (iii) provide ITVSGE a viewing version of the Episodes as requested by the Consultant (low-res sufficient) ultimately 1 (one) week before the Exhibition Start Date via email to the Consultant.
  - (iv) provide ITVSGE at its first request a final version of all Episodes as specified in Annex B;
  - (v) provide ITVSGE at its first request and free of charge the high-res (MXF) digital file(s) (including the separate audio track(s)) of each Episode to be sent to FTP;
  - (vi) provide ITVSGE with the Deliverables in **Annex B** per digital data transfer;
  - (vii) provide ITVSGE (or its affiliate), at such address as ITVSGE (or its Affiliate) specifies, with (i) all information, (ii) technical specifications and (iii) such additional materials that ITVSGE (or its affiliate) may reasonably require (or complete such documentation) to enable it (or its affiliate) to distribute the Finished Programme as both inside and outside the Territory, at no cost to ITVSGE or to its affiliate (including but not limited to any graphics, dubbing materials, subtitles, HD images, music, stills, promotional and marketing materials, detailed description of all changes/adaptions made to the Format and set designs created by Licensee);
  - (viii) use such computer software (including any apps) and/or computer hardware as may be provided by ITVSGE in connection with the Local Series; and
  - (ix) use solely the Production Materials including without limitation the Local Title, Local Logo and title sequences contained in the Graphics package in connection with Rights Granted.
- 2.4 Licensee shall obtain at its sole cost and expense all necessary and/or prudent consents from and clearances of (i) all third party material, and (ii) all Participant(s), On Screen Talent(s) and Off-Screen Contributor(s), included or involved in the



production of the Local Series, Extended Content or any other content included hereunder, including without limitation in respect of intellectual property rights, image rights (such as (artist-)name, portrait, likeness, voice, etc.) and obtain all permissions necessary for the unfettered exploitation of each Episode, Extended Content or any other content included hereunder, and all publicity materials in respect of the same, in all media throughout the world in perpetuity without any monetary obligation to any third party, including but not limited to any repeat fees, residuals, royalties and share of net profits, other than in respect of performing rights in any musical compositions and performing rights in any sound recordings contained in the Local Series, Extended Content or any other content produced pursuant to the Agreement.

2.5 Licensee must ensure that all content produced or created hereunder is protected by industry-standard DRM Technology from unauthorised access, reproduction, on-forwarding or storage, and that reception of or access to any such content outside the Territory is prevented through the use of appropriate geo-blocking, or other technology.

### **3. Commercial breaks**

3.1 Licensee is authorized to insert commercial breaks during each exhibition of the Local Series on the Licensed Channel(s), provided that such advertising content is readily recognisable as such and clearly separate by optical and/or acoustic and/or spatial means including split screen and other commonly used advertising techniques. The revenues resulting therefrom shall remain the exclusive property of Licensee. In order to protect the integrity of the Format and/or the Local Series, all split screen advertisement(s) are subject to ITVSGE's prior written approval.

### **4. Music**

4.1 Licensee shall exclusively use the Format Music in the Local Series, Extended Content and in any other content included in the Agreement. Licensee is permitted to use the Format Music for the Rights Granted hereunder in accordance with the Agreement and the conditions of the music rights collecting society in the Territory.

4.2 The Agreement does not provide Licensee with any required authorisation for a clearance or with a clearance from the rightful owner(s) of any Other Music.

4.3 Licensee acknowledges that the use of any music (i.e. Format Music and/or Other Music) requires a synchronisation license and the payment of license fees or royalties, including performance rights royalties. Licensee shall obtain such synchronisation license and make all necessary payment to all relevant collecting societies or other entities in respect of the public performance of all music used in the Local Series, Extended Content or any other content included hereunder. Licensee shall indemnify and hold ITVSGE harmless from any liability relating thereto.

4.4 Licensee guarantees that the music rights collecting society in the Territory shall receive the music cue sheets of each exhibited Episode in the Territory, in accordance with the Local Law and rules, including the time frames, set by such music rights collecting society. Within 30 days of the first exhibition of the last Episode, Licensee shall send copies of the music cue sheets to the Consultant.

### **5. Payment**

5.1 Licensee shall pay all amounts stated in the Deal Terms in full, regardless whether any Episode is actually produced or exhibited. Licensee shall not be entitled to settle any outstanding amount(s) due by ITVSGE with payments due by Licensee. Exploitation of the Rights Granted shall be at Licensee's own risk and any negative result shall be borne solely by Licensee.

5.2 Licensee shall pay ITVSGE in the currency as specified in the Deal Terms. Licensee shall pay ITVSGE by bank transfer at Licensee's costs on the due date or within 30 days of the date of ITVSGE's invoice, as applicable, on the bank accounts as specified in the Agreement.

5.3 If Licensee fails to pay ITVSGE any payment by the due date as set out in the Agreement, without prejudice to any other rights and remedies available to ITVSGE in respect of such non-payment, ITVSGE shall have the right to charge interest on the amount outstanding at the rate of 5% per annum above the base rate for the time being of EURIBOR, with a minimum of 5%, compounded at monthly intervals for the whole period during which such monies ought to have been paid until the date of payment.

5.4 In the event of any failure by Licensee to make full payment to ITVSGE of any and all amounts due to ITVSGE pursuant to the Agreement in the currency specified in the Deal Terms, Licensee shall be responsible for all reasonable costs and expenses (including reasonable legal fees) incurred by ITVSGE or its agents in collecting such amounts.

5.5 Any fees or shares payable by ITVSGE to Licensee as agreed in the Agreement, shall be paid after ITVSGE actually received the net receipts/revenues and subject to receipt of an applicable invoice from Licensee based on the statements provided by ITVSGE. ITVSGE may settle any outstanding amount(s) due by Licensee with the payments due by ITVSGE.

5.6 For any payment to be made by Licensee to a third party collector operating on behalf of ITVSGE, this clause shall be considered amended accordingly.



## 6. Statements, Reporting and Audit

- 6.1 Within 45 days following the end of each Accounting Period, Parties shall provide each other with financial statements in respect of all revenues generated by Parties under the Agreement from the exploitation of the Rights Granted (the “**Revenue Statements**”), as applicable and in accordance with the time tables specified in the Deal Terms (if any). Such Revenue Statements shall include: (i) all gross revenues generated and/or received by Licensee, (ii) any and all amounts withheld, payable or deductible therefrom, (iii) all net revenues resulting therefrom, (iv) an overview of all amounts received and all amounts outstanding, and (v) the amount payable to the other Party. ITVSGE is entitled to request such other information from Licensee in relation to the Revenue Statement as it deems reasonably necessary and Licensee shall provide such information within 14 days following such request.
- 6.2 Furthermore, Licensee shall, from commencement of the Production Period and throughout the Term, provide the following reporting statements in respect of its exercise of the Rights Granted:
- (i) a monthly Linear exhibition statement in respect of each Episode, including full details in respect of exhibition schedules, detailing the number of Episodes of the Local Series that have been produced, the dates and times at which each Episode is scheduled for exhibition, insofar as known, and in any event as soon as such exhibition dates are fixed and confirmed, together with any updates thereof. Such statement to be sent to the Consultant;
  - (ii) a detailed ratings statement including rating demos, previous slot occupiers and average channel share within 24 hours of the start of each Linear exhibition of each Episode, together with information on publicity and general reception details in respect of each Episode. Such statement to be sent to ratings.ge@itv.com;
  - (iii) a full ratings statement of the Local Series within 24 hours after the first Linear exhibition of the last Episode. Such statement to be sent to ratings.ge@itv.com
  - (iv) where Catch Up Rights and/or On Demand Rights are granted to Licensee, Licensee shall provide a weekly statement specifying the number of transactions, temporary downloads and views of each platform, or Social Media Account as specified in the Deal Terms, in respect of each Episode and/or Extended Content and/or any other content hereunder. Such statement to be sent to ratings.ge@itv.com and digital.consultancy@itv.com; and
  - (v) where the Local Series includes voting, a Local Series App, or any other specific Format element as may be specified in the Deal Terms, Licensee shall provide a weekly digital statistics statement in respect thereof and such statements shall include all call/sms/voting/buys and/or other information (including without limitation number of downloads, number of users, time spent, number of sessions, non-identifiable geographic & demographic user data. Such statement to be sent to ratings.ge@itv.com.
- 6.3 ITVSGE shall, at all times during the Term and for 3 years thereafter, have the right either itself or by means of its agents, to enter onto the premises of Licensee on written notice to Licensee and to have access to its systems and to examine Licensee’s books of account, records, contracts and systems for the purpose of verifying the accuracy of the Revenue Statements and the payments paid to ITVSGE hereunder. Licensee shall rectify immediately any shortfall in payments and/or reporting and, in the event that any such shortfall exceeds 5% of the total that should otherwise have been paid and/or reported in the applicable Accounting Period(s), in respect of the Local Series, and/or Extended Content and/or any other content hereunder, ITVSGE shall be entitled to recover from Licensee its costs of conducting the audit along with interest and other costs pursuant to clause 5.4 and 5.5 above.

## 7. Intellectual Property

- 7.1 All Intellectual Property Rights existing at the Effective Date or arising during the Term or pursuant to the Agreement in relation to the Format, Local Series, Finished Programme, Extended Content, any other content produced pursuant to the Agreement and any and all elements thereof, as well as the rights granted under the Agreement in general, are and shall remain the sole and exclusive property of ITVSGE, its Affiliates and/or the Original Rights Owner. Furthermore, Licensee expressly acknowledges that any and all know-how, technical elements, configurations of such elements, approved adaptations or changes, means and method of production of the Local Series and Extended Content and any other content produced pursuant to the Agreement, all other information, any interactive applications, including flow charts, scripts and spread sheets are and shall remain the sole and exclusive properties of ITVSGE, its Affiliates and/or the Original Rights Owner.
- 7.2 Upon signature of the Agreement, Licensee irrevocably, unconditionally and without limitation assigns and transfers to ITVSGE, its Affiliates and/or the Original Rights Owner all Intellectual Property Rights throughout the universe in so far as possible in perpetuity, that may vest or may in future vest in the Local Series and each Episode, including the Finished Programme, Extended Content, raw material, or any other content produced pursuant to the Agreement, or in any reproduction, changes, modifications, adaptation, alteration or addition to the Format and/or arising by virtue of Licensee’s exercise of the Rights Granted under the Agreement of whatever nature, however substantial or insubstantial. This assignment and transfer is hereby accepted by ITVSGE, its Affiliates and/or the Original Rights Owner.



- 7.3 Licensee guarantees to be authorized to assign and transfer the Intellectual Property Rights to ITVSGE. Licensee, for the benefit of ITVSGE, as well as for the benefit of its Affiliates and/or the Original Rights Owner, hereby expressly and irrevocably waives all existing and future moral rights as meant, inter alia, Copyright, Designs and Patents Act 1988 insofar as the same may at any time exist and all comparable provisions worldwide that rest upon, are incorporated in or arise from the Local Series, Extended Content, any other content produced pursuant to the Agreement and the Finished Programme, in as far as such acts provide for such possibility.
- 7.4 In the event there is any requirement that any action is performed or any document is completed to vest the Intellectual Property Rights in ITVSGE, its Affiliates or the Original Rights Owner, or to perfect such ownership, the Licensee agrees that it shall or shall procure to perform such act or complete such documentation. In the event that Licensee fails to perform or fails to procure to perform such act or to complete such documentation within 30 days of receiving a request to do so from ITVSGE, Licensee hereby appoints ITVSGE with full power of attorney to perform such act or to complete such documentation.
- 7.5 Licensee shall immediately notify ITVSGE by notice in writing of any of the following matters which come to its attention: (i) any actual, suspected or threatened infringement, unauthorised used, counterfeiting, imitation or other violation of the Title, the Logo, the Local Title, the Local Logo, the Format, the Local Series and/or the Extended Content, other content produced pursuant to the Agreement, the Format, trademark, domain names. or any Intellectual Property Rights; (ii) any allegation or complaint made by any third party that the use by Licensee infringes any third party intellectual property rights and/or (iii) any other form of attack, challenge, charge or claim to ITVSGE's, its Affiliates or the Original Rights Owner's right to own or licence the Title, the Logo, the Local Title, the Local Logo, the Format, trademark, domain names, etc, or Licensee's right to use the Rights Granted in accordance with the Agreement.
- 7.6 Licensee shall not make any admissions in respect of any of the above matters other than to ITVSGE and will promptly provide ITVSGE, at its own cost, with all relevant information and evidence in its possession and will reasonably obtain for ITVSGE any additional information or evidence or provide any assistance that ITVSGE may reasonably require to enable ITVSGE to determine and, if ITVSGE deems necessary, to take any appropriate action in enforcement or defence of the applicable Intellectual Property Rights.
- 7.7 Licensee acknowledges, and shall ensure the Production Company acknowledges, that Licensor shall have the sole and exclusive right to exercise the Collection Rights.

## 8. Trademark registration & protection

- 8.1 Licensee acknowledges that the Title, the Logo, the Local Title, Local Logo, domain names, Social Media Account(s) based on or related, directly or indirectly, to the Format, form an integral part of the Format. Therefore, Licensee shall not itself, nor authorise or allow any of its Affiliates, or any third party, to claim any rights, register, use, copy or permit to be registered, used or copied, any part or parts of the Format including, the Format itself, the Local Series, Local Title and/or Local Logo, domain names, Social Media Account(s), or any content produced or created hereunder or any material which, in Licensor's reasonable opinion, is confusingly similar to any of Licensor's proprietary rights or to the proprietary rights of any of its Affiliates or the Original Rights Owner, save where expressly permitted hereunder.
- 8.2 Licensor may, at its sole discretion, and in its own name, or in the name of any of its Affiliates or Original Rights Owner, and at its own expense register the Title, the Logo, the Local Title and/or Local Logo as trademark(s) in the Territory, in the European Union, including a so-called EUTM trademark and/or through any other multi-country territory trademark registration options. In addition, Licensor may at its option register and/or claim any domain names and/or other Social Media Account(s) in relation to the Format, Local Series, Extended Content or any other content produced hereunder.
- 8.3 Any registration of any Local Title, Local Logo, any content, or local domain name and/or account(s)/page(s)/site(s) on any Social Media Account referring to the Local Title and/or otherwise related to the Local Series and/or to the Format, set-up directly or indirectly by or on behalf of Licensee, prior to, during or after the Term of the Agreement shall be transferred to Licensor immediately by Licensee upon request and at Licensee's cost and without delay.

## 9. Reserved Rights

The Rights Granted are the entirety of the licenses provided under the Agreement. All rights not expressly granted hereunder to Licensee are reserved to ITVSGE and do not form part of the Agreement (the "**Reserved Rights**"). ITVSGE shall be entitled to exploit each of the Reserved Rights at its discretion. During the Term ITVSGE may, but is not obligated to, license under separate license certain Reserved Rights on a case-by-case basis to Licensee on terms, including applicable fees, to be negotiated and agreed between the Parties. Licensee acknowledges and agrees that any spin-offs, sequels, prequels, remakes or other form of derivative programmes based on the Format are excluded from the Agreement.



## 10. Data

- 10.1 Where as part of the exercise of the Rights Granted, personal data, as defined in Article 4 of the General Data Protection Regulation (GDPR) (EU) 2016/679 (“**GDPR**”) or in any Local Law, is processed by Licensee, Parties agree that Licensee shall act as a so called ‘data controller’ with regard to this processing. Therefore, Licensee shall be responsible and liable for compliance with all the obligations under these applicable data protection laws and regulations. This includes all requirements with regard to the privacy principles including taking appropriate security measures, lawfulness of processing, rights of the data subjects, data processor agreements, transfers and transparency requirements, including privacy notices and policies as set forth in these laws and regulations. Licensee acknowledges and agrees that careful handling of personal data is of the essence of the Agreement and therefore will be processed and secured with utmost care. Licensee hereby warrants and guarantees that it has sufficient expertise on this matter. Alternatively, Licensee is obliged, at own costs and liability, to have adequate assistance in place prior to processing any such personal data.
- 10.2 If requested by ITVSGE, and at no cost to ITVSGE, Licensee will transparently share learnings from the execution of the Rights Granted under the Agreement, e.g. key results, data reports, conversion statistics, etc. For purposes hereof, Licensee warrants that only non-personally identifiable data will be shared with ITVSGE, i.e. so called aggregate-level data which does not qualify as personal data in accordance with the GDPR or any Local Law.
- 10.3 Licensee is obliged and warrants that it shall include a similar provision in its agreement with the Production Company.

## 11. Warranties

- 11.1 ITVSGE warrants that at the Effective Date of the Agreement:
- (i) it is entitled to enter into the Agreement and grant the Rights Granted;
  - (ii) the Format is, to best of ITVSGE’s knowledge and belief, not defamatory under English law and does not infringe the proprietary or other rights of any individual, company or other legal entity; and
  - (iii) unless otherwise specified in the Deal Terms, the Format Music has been cleared for exhibition in the Territory with the exception of any synchronisation license and the payment of performance royalties, the obtaining of and/or payment of which are the responsibility of Licensee.
- 11.2 Licensee represents, warrants and undertakes that:
- (i) it is duly incorporated pursuant to the laws of its country of residence as stipulated in the address set out in the Deal Terms and has the power and authority to enter into and shall fully perform all of its obligations set out in the Agreement;
  - (ii) there are no actions, suits or proceedings pending or threatened against Licensee before any court, tribunal or government or authority which might adversely affect its ability to perform its obligations under the Agreement;
  - (iii) it shall not exercise nor attempt or authorise any other party to exercise any of the Rights Granted, including production and/or exhibition of the Local Series or any part or element thereof, without a fully signed Agreement, nor do or omit to do any act or thing which directly or indirectly interferes with, restricts, impairs, prejudices or otherwise compromises the Format and/or the Local Series including any element thereof, or ITVSGE, its Affiliates and/or the Original Rights Owner in the exercise of their rights;
  - (iv) it shall not exhibit, use or knowingly permit the exhibition or use of all or part of the Local Series, any content produced hereunder, or any proprietary material of ITVSGE outside the Territory or outside the scope of the Agreement and upon termination or expiration of the Agreement for any reason, it shall immediately cease nor further authorise or permit the exhibition of any Episode or any other content hereunder, nor produce or permit to produce any further content based on the Format or otherwise attempt to exercise or permit to exercise any of the Rights Granted;
  - (v) the Local Series, Extended Content and any other content produced pursuant to the Agreement will be of first-class quality, with the highest production values suitable for primetime exhibition;
  - (vi) whilst the Local Series shall be produced for its audience in the Territory, it shall not deviate from the Format as set out in the Production Materials and/or the Production Support Services, without prior written approval of ITVSGE and that it shall comply with any reasonable remarks or suggestions of ITVSGE or its Consultant(s);
  - (vii) the Local Series, Extended Content and any other content hereunder is free from encumbrances, shall not contain anything that is blasphemous or defamatory of any person or entity and that nothing shall infringe any other party’s rights;
  - (viii) each Episode and Extended Content shall contain the Credits as specified in the Deal Terms;
  - (ix) it shall at all times uphold the good name, image, reputation and goodwill of the Format, the Local Series and any Episode thereof, ITVSGE, its Affiliates and/or the Original Rights Owner, and/or any other parties related to the Format and shall not do any act or thing or omit to do any act or thing which, in the reasonable opinion of ITVSGE, may prejudice, compromise or reflect unfavourably upon such good name, image, reputation or goodwill;
  - (x) except if explicitly agreed otherwise in the Deal Terms, neither the Local Series and Extended Content or any other content hereunder, nor any other content produced hereunder shall make any implied or direct endorsement of any



product or service including, for the avoidance of doubt, any television service, platform or other media service which is in whole or part owned and/or operated by Licensee or a division, parent, subsidiary or other associate thereof from time to time;

- (xi) it shall minimise and where possible prevent any Overspill from the Territory;
- (xii) it shall and shall procure that any person, Participant, On Screen Talent, Off Screen Contributors, the Production Company, any employee, partner, representative, agent or any other third party acting on Licensee's behalf in connection with the Agreement, shall (i) comply with all relevant and applicable laws, regulations and codes of practice concerning the production, exhibition or other exploitation of the Local Series or any content as may be permitted hereunder, including, but not limited to, any laws in relation to anti-bribery, anti-corruption, international sanctions, tax evasion, modern slavery, data protection and shall not engage in any activity, practice or conduct which would constitute an offence under such law, (ii) immediately inform ITVSGE by notice in writing if Licensee or any of its employees, persons, Participant, On Screen Talent, Off Screen Contributors, the Production Company, any partner, representative, agent or any other third party, acting on Licensee's behalf in connection with the Agreement is investigated by any law enforcement agency in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws, and (iii) not do, or omit to do, any act that will cause or lead to ITVSGE to be in breach of any relevant laws; and
- (xiii) it shall do all things necessary and shall promptly execute such documentation as ITVSGE may require to be done or executed in order to give effect to the provisions of the Agreement including obtaining the required authorisations from On Screen Talent and Participants taking part in the Local Series to enable ITVSGE to exploit the Finished Programme Distribution Rights.

11.3 Licensee expressly acknowledges and agrees that ITVSGE makes no warranty that:

- (i) the Title, the Logo, the Local Title and/or the Local Logo are free for use by Licensee in the Territory and Licensee must make its own enquiries in this regard. In the event Licensee utilises the Title, Logo, Local Title and/or Local Logo, it is acknowledged by Licensee that it does so entirely at its own risk and accordingly Licensee shall have no claim upon ITVSGE in respect thereof;
- (ii) the Format and/or any element(s) thereof comply with Local Laws; and
- (iii) the Local Series will be a success or will run for any particular period of time.

## 12. Indemnity

- 12.1 Each Party (the "**Indemnifying Party**") shall indemnify the other Party (the "**Indemnified Party**") from and against any and all losses, demands, claims, damages, costs, expenses including legal costs and expenses and applicable tax thereon and liabilities suffered or incurred, directly or indirectly, by the Indemnified Party in consequence of any breach, non-performance or non-observance by the Indemnifying Party of any of the agreements, obligations, warranties, representations and undertakings on the part of the Indemnifying Party contained in the Agreement.
- 12.2 The aggregate liability of ITVSGE to Licensee arising out of or in connection with the Agreement, whether in tort including negligence, in contract, or otherwise shall be no more than the License Fee and ITVSGE shall not be liable for any actual or alleged loss arising from or in connection with loss of revenues, profits, contracts or business, any loss of goodwill or reputation or any indirect or consequential losses incurred by Licensee or any other party. Nothing in the Agreement shall limit either Party's liability for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.
- 12.3 In the event of any third party infringement, claim, litigation or other demand (together "**Claim**") relating to the Format and/or the Local Series in the Territory, Licensee agrees: (i) to immediately give Licensor written notice fully stating the details of any such Claim and in any event within 2 days of Licensee becoming aware of the Claim; (ii) discuss and agree in good faith with ITVSGE who should control the conduct of any Claim, ITVSGE's decision being final if the Parties cannot agree; (iii) that if ITVSGE will take action in relation to the Claim, ITVSGE may use its chosen advisors and shall have the exclusive conduct of the Claim including recovery of costs; to promptly provide ITVSGE and its advisors reasonable access to premises and personnel and to all relevant assets, accounts, documents and records that it possesses or controls for the purposes of the Claim and promptly take any action and give any assistance and information as ITVSGE may reasonably request in relation to the Claim; (iv) that if the Parties agree that Licensee should take control of the Claim then Licensee shall not threaten to issue proceedings nor actually issue proceedings, settle the matter or make any offer or counter-offer to any third party without the prior written approval of ITVSGE; and (v) that it will not thereafter continue to exercise any of the Rights Granted without the prior written consent of ITVSGE.

## 13. Termination

- 13.1 ITVSGE shall have the right to terminate the Agreement in whole or in part, at any time, by notice in writing to Licensee in any of the following circumstances without incurring any liabilities whatsoever towards Licensee, if:



- (a) Licensee commits a material breach of any of its obligations hereunder which is incapable of remedy or which is capable of remedy and Licensee fails to remedy such breach within 5 business days of receipt of a written request thereto from ITVSGE;
  - (b) Licensee undergoes a change of control as defined at law or statute under the law of its place of incorporation or domicile;
  - (c) a production agreement is not entered into with the Production Company prior to the Recording Start Date, contradicts the terms of the Agreement, or is terminated for any reason;
  - (d) production of the Local Series has not been completed by the end of the Production Period, or Licensee has not commenced exhibition of the Local Series on the Licensed Channel on the Exhibition Start Date, or Licensee does not exhibit in accordance with the Deal Terms;
  - (e) Licensee suffers the cancellation, loss or revocation of any applicable franchise or any governmental license required by Licensee for it to broadcast/exhibit programs including the Local Series in the Territory;
  - (f) Licensee ceases to carry on business, has a receiver, administrator, liquidator or other similar officer appointed over or in respect of all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, passes a resolution for winding up, otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction, or a court of competent jurisdiction makes an order to that effect, or is struck off the register of the Chambers of Commerce for any other reason, or suffers any similar appointment or process under the law of its place of incorporation or domicile; or
  - (g) in the reasonable opinion of ITVSGE, Licensee brings or threatens to bring ITVSGE and/or the Format, the Local Series, or any part thereof, into disrepute or acts or fails to act in such a way as is likely to impact on the ability of ITVSGE to exploit its rights.
- 13.2 Upon termination or expiration of the Agreement in full for any reason, all rights, including the Rights Granted, granted to Licensee hereunder, shall cease forthwith and automatically revert to ITVSGE without further formality. Where the Agreement is terminated or expired in part, then those Rights Granted to which such termination or expiration applies shall cease forthwith and automatically revert to ITVSGE without further formality and all other Rights Granted and obligations related thereto shall remain in full force and effect. ITVSGE may immediately upon termination or expiration exploit such rights at its sole and absolute discretion and Licensee shall immediately cease to exploit such rights, including the Rights Granted to which termination or expiration applies, including without limitation the use of any Production Materials provided by ITVSGE hereunder. Furthermore, Licensee shall remove the Local Series App from all app stores, cease the use of any and all Social Media Platforms in respect of the Format and/or any content related thereto and transfer, delete, or provide access to ITVSGE to any and all domain names, Social Media Account(s) registered, or exploited by or on behalf of Licensee pursuant to the Agreement.
- 13.3 Where ITVSGE and Licensee have entered into any agreement in respect of (i) any Brand Exploitation Rights in relation to the Format or Local Series, or (ii) any spin-off version of the Format, Licensee accepts that termination by ITVSGE of the Agreement shall also give ITVSGE the right to terminate such other agreements entered into between the Parties without recourse to ITVSGE.
- 13.4 Notwithstanding the foregoing, it is mutually agreed that the Format and the rights therein are special, unique, extraordinary and of an intellectual and creative character. Therefore such rights give the Format a particular value, the loss of which cannot be reasonably or adequately compensated in damages. Consequently, in the event of a breach of the Agreement by Licensee, ITVSGE shall be entitled to seek immediate interim relief by way of injunction or otherwise, notwithstanding clause 19 of these Standard Terms, in any court and in any jurisdiction, without prejudice to any of its other rights and remedies hereunder.
- 13.5 Expiration or termination of the Agreement, whether in whole or in part, howsoever arising shall not operate to revoke the provisions in respect of the assignment of Intellectual Property Rights by Licensee to ITVSGE under the Agreement and all warranties and indemnities made by Licensee hereunder shall survive expiry or termination of the Agreement, nor shall Licensee be relieved from any of its obligations to pay the amounts due to ITVSGE or any third party collector on behalf of ITVSGE under the Agreement.
- 13.6 All provisions, which by their nature should remain in full force, shall survive the termination or expiration of the Agreement. Such provisions include the provisions with respect to assignment of Intellectual Property Rights, liabilities, Confidentiality, Applicable Law and Jurisdiction.
- 14. Confidentiality**
- 14.1 Confidential Information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Recipient**") shall be kept confidential by the Recipient and the Recipient shall procure that each of its Affiliates shall keep, the Confidential Information confidential and not disclose it to any person other than as permitted under this clause. The Recipient may only use the Confidential



Information for the purposes of exercising its rights and performing its obligations under the Agreement. The Recipient may provide its employees, directors, subcontractors and professional advisers (“**Permitted Users**”) with access to the Confidential Information on a strict need-to-know basis only. The Recipient shall ensure that each of its Permitted Users is legally bound to hold all Confidential Information in confidence to the standard required under this clause 14, if necessary by entering into a written confidentiality undertaking with such Permitted User on substantially equivalent terms to the Agreement.

14.2 The Recipient and each Permitted User may disclose Confidential Information if required to do so by:

- (a) the express prior written consent of the Disclosing Party;
- (b) any law or by regulation of any country with jurisdiction over the affairs of the Recipient;
- (c) the rules of any competent authority or securities exchange on which the securities of the Recipient is listed; or
- (d) any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.

In these circumstances the Recipient shall give the Disclosing Party prompt advance written notice of the disclosure and cooperate with the Disclosing Party regarding the timing and content of the disclosure and any action which the Disclosing Party may wish to take to challenge the validity of the requirement.

14.3 Information shall not be, or shall cease to be, Confidential Information where (a) it is in the public domain other than as a result of a breach of this clause 14, (b) it is independently developed by the Recipient without use of the Disclosing Party’s Confidential Information, or (c) the Receiving Party can show the Confidential Information was rightfully known by it without any limitation on use or disclosure prior to its receipt from the Disclosing Party and this can be documented by contemporaneous tangible evidence.

14.4 For the avoidance of doubt, and without limitation to the foregoing, the development, creation, production, broadcast, exhibition, distribution or other form of preparation or exploitation of audio-visual content, other than the content specified in the Deal Terms, by Licensee which incorporates any element of the Confidential Information disclosed by ITVSGE, shall constitute a material breach of the Agreement that is incapable of remedy and clause 13 of the Standard Terms shall apply.

## 15. Notices

15.1 A notice or other communication required to be given under or in connection with any matter contemplated by the Agreement shall be made in writing and shall be deemed to have been duly served to either Party if (i) delivered by courier or sent by registered mail addressed to the address set out in the Deal Terms, in which case notice will be deemed received within 3 business days if the other Party’s address is in Europe or within 5 business days if the other Party’s address is outside Europe.

15.2 In deviation of the above, where the Deal Terms state that notice may be provided by email, then the notifying Party shall send such email to the email address specified in the Deal Terms and shall use read receipt request with such email. In the event any email address seems to be out of order, Licensee shall immediately request an alternative email address from ITVSGE.

## 16. Force Majeure

16.1 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 or a natural disaster. Any claim of force majeure must be made in writing to the other Party within 7 days of the occurrence of the alleged event of force majeure. In all other cases such a claim of force majeure shall be deemed to have been waived. Performance of the affected obligations, and other obligations dependent on them, shall be suspended in whole or in part for the duration of the event of force majeure, without any obligation on Licensee or ITVSGE to pay damages, provided that the Parties shall take all possible action to minimise the consequences of such force majeure event and shall meet to determine to what extent continued performance of the Agreement is possible.

## 17. Transfer and Assignments

17.1 Licensee shall not assign, sublicense or otherwise dispose of any of its rights or obligations under the Agreement without the prior written consent of ITVSGE, provided that Licensee shall be entitled to sublicense all necessary rights to the Production Company and/or Broadcaster. In the event of any assignment, transfer or sublicense including any sublicense to any Production Company and/or Broadcaster by Licensee, Licensee shall remain primarily and fully liable to ITVSGE for the performance of all of its obligations, warranties and representations made under the Agreement.

17.2 The Agreement shall be binding upon and inure to the benefit of ITVSGE, its successors and assigns and ITVSGE shall be entitled to assign, sublicense, subcontract, pledge or transfer its rights and/or obligations under the Agreement, either in whole or in part, in its absolute discretion.





**18. Miscellaneous**

- 18.1 The Agreement contains the full and complete understanding between the Parties in respect of its subject matter, and supersedes all prior agreements, arrangements and understandings whether written or oral in relation thereto and may only be varied by a written instrument signed by both Parties.
- 18.2 Any and all ITVSGE's approvals required under the Agreement shall be given within the reasonable term of 7 business days. Any failure to respond within such period shall not be deemed an acceptance. All written approvals by ITVSGE given under the Agreement may be sent to Licensee by email or may be delivered in accordance with the Notices clause of the Agreement. For the avoidance of doubt, Parties agree and accept that any and all Consultant's written approvals in relation to the production of the Local Series shall be considered an approval given by ITVSGE.
- 18.3 No failure or delay on the part of any Party to exercise any right of remedy under the Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right of remedy be construed as such. The rights and remedies provided in the Agreement are cumulative and are not exclusive of any rights or remedies provided at law or in equity.
- 18.4 Except insofar as the Agreement expressly provides that a third party may in its own right enforce a term of the Agreement, a person who is not a party to the Agreement has no right under the Contracts Rights of Third Parties Act 1999 to rely upon or enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under the Act.
- 18.5 If any provision of the Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if the Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of the Agreement, the Parties shall immediately commence good faith negotiations to agree an alternative arrangement.
- 18.6 Nothing in the Agreement shall be deemed to constitute a partnership or joint-venture between the Parties or appoint any Party as the agent of the other Party for any purpose.
- 18.7 In case of any discrepancy and/or in case any different interpretation is possible and/or in case of any conflict between the English version and any other version in any other language of the Agreement, addenda, Annexes and/or any statements in connection with the Agreement, the English version shall prevail.

**19. Applicable Law and Jurisdiction**

- 19.1 The validity, construction and performance of the Agreement and any claim, dispute or matter arising under or in connection with it or its enforceability and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England.
- 19.2 The Parties to the Agreement irrevocably agree for the exclusive benefit of ITVSGE that the courts of England shall have exclusive jurisdiction over any claim, dispute or matter arising under or in connection with the Agreement or its enforceability or the legal relationships established by the Agreement including non-contractual disputes or claims and that accordingly any proceedings in respect of any such claim, dispute or matter may be brought in such courts. Nothing in this clause shall limit the right of ITVSGE to take proceedings against Licensee in any other court or competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction or jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction or jurisdictions.



## DEFINITIONS

**Accounting Period:** means each calendar quarter, i.e. March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>.

**Ad Supported:** means the delivery and/or exhibition of content by any transmission means whether now known or hereafter devised where the consumer is required to view or is otherwise exposed to advertisement or other commercial interruptions whether display, interstitial or otherwise.

**Affiliates:** means, in relation to a Party, each other entity which directly or indirectly Controls, is directly or indirectly Controlled by or is under direct or indirect common Control with, that Party from time to time.

**AVOD:** means Ad Supported delivery and/or exhibition of the Local Series and/or Extended Content and/or any other content pursuant to this Agreement via On Demand, and in connection with which the consumer is not charged any fee or access charge, whether transactional, recurring, periodic or other.

**Basic Pay TV:** means Linear television delivery and/or exhibition of the Local Series distributed by MVPD and/or vMVPD operators carrying the Licensed Channel, where the consumer is charged a recurring fee and/or periodic access fee for a specified level of programming where such exhibition is on a Linear (i.e. not on-demand) basis, and specifically excludes Premium Pay TV.

**Brand Exploitation Rights:** means the right to exploit, or authorize third parties to exploit, on a commercial basis, any part or element of the Format and/or the Local Series or based on or related to the Format and/or the Local Series, including but not limited to all rights arising as a direct result of the exposure and exploitation of the Local Series in the Territory during the Term including, without limitation: (i) the manufacture, promotion, marketing, sale and distribution of consumer products, digital products, merchandise, brochures, fabrics, apparel, food & drinks and similar goods as well as premiums and promotions, containing, embodying, making reference to or exploiting any parts or elements of the Format and/or the Local Series, (ii) publishing rights (including (e-)books), (iii) organizing of events, (iv) theatrical rights, (v) gaming and gambling rights, and (vi) any other ancillary exploitation. Brand Exploitation Rights expressly exclude Social Media Rights, Sponsorship, Commercial Tie-In and Brand Integration & Product Placement.

**Brand Integration & Product Placement:** means any use of or reference to a third party's trademark, product, service and/or activity occurring within the Local Series and/or Extended Content in return for payment or similar consideration. Brand Integration & Product Placement may never include tobacco, drugs, adult content and/or violent games.

**Brand Integration & Product Placement Agreement(s):** means agreement(s) entered into by Licensee with a third party for the purpose of Brand Integration & Product Placement.

**Catch Up Rights:** means the right to exploit the Local Series by Licensee on an FVOD and/or AVOD basis, provided that each Episode of the Local Series has initially been broadcast/transmitted on the Licensed Channel. Such Catch-Up Rights may only be exploited during the Catch Up Period:

- (a) Via the set-top-boxes or other authorized devices of authenticated subscribers of the MVPD and/or vMVPD carrying the Licensed Channel in the Territory, provided that such exhibition (i) must occur solely in conjunction with (i.e. not standalone or a la carte apart from) the Free TV and/or Basic TV and/or Premium Pay TV exploitation on the Licensed Channel; and (ii) must be offered by means of a platform and/or service via the MVPD and/or vMVPD that clearly and conspicuously displays the name, brand and/or proprietary trademark of the Licensed Channel, as applicable, and not solely branded with the name, brand and/or proprietary trademark of the MVPD and/or vMVPD, sponsor or another third party (that is not the Licensed Channel) in connection with the Catch-Up exploitation; and/or
- (b) On or through the website associated with, wholly owned and directly operated, programmed, controlled by, and solely branded with the branding of the Licensed Channel, solely in conjunction with, and not severed from (i.e. not standalone or a la carte apart from) the Free TV, Basic Pay TV and/or Premium Pay TV exploitation on the Licensed Channel.

**Collection Rights:** means the right to apply, register for any so-called secondary rights, including but not limited to cable and satellite retransmission rights, private copy levy rights, rental and lending rights, educational recording right, etc. with any and all collecting rights societies and similar organisations set up to collect income such as blanket license fees, levies, fees, royalties, and charges which arise pursuant to an order, statute, or statutory instrument and are designated by law to be collectively managed by



such collecting rights societies, and to collect administer and retain all such income from these collecting rights societies from the inception of the such rights and for the duration of copyright.

**Commercial Tie-In:** also known as “co-promotion”, means the promotion of a trademark, product, service and/or activity by associating it with the Local Series and/or Extended Content. Commercial Tie-In only refers to co-promotion occurring outside the Local Series and/or Extended Content. Examples include without limitation (i) co-promotion in audio-visual content outside the Local Series and/or Extended Content (other than Sponsorship) such as tutorials and advertisements, and (ii) co-promotion via events, print, in store, on pack etcetera. Commercial Tie-In expressly excludes Brand Exploitation and Sponsorship.

**Commercial Tie-In Agreement(s):** means agreement(s) entered into by Licensee with a third party for the purpose of Commercial Tie-In.

**Confidential Information:** means all information (whether or not specifically labelled or identified as confidential) that derives independent economic value, actual or potential, from not being generally known to the public or to persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, in any form or medium, that is disclosed to or learned by a Party and that relates to the commercial terms or subject matter of the Agreement and/or the other Party’s business, products, Intellectual Property Rights, research or development including without limitation:

- (i) in respect of ITVSGE, the format guide, know how, Production Materials and other information and/or material(s), such as but not limited to ITVSGE’s playbooks, guidelines, etc. supplied to Licensee by ITVSGE;
- (ii) the terms of the Agreement;
- (iii) internal business information including strategic and staffing plans and practices, business, marketing and sales plans, cost, rate and pricing structures and/or account methods;
- (iv) supplier, distributor and customer lists and details of contractual arrangements therewith;
- (v) analyses, processes, techniques, systems, formulae, documentation, models and databases;
- (vi) trade secrets, ideas, concepts, inventions, designs, developments, devices, methods, processes and systems (whether or not patentable or able to be protected by copyright and whether or not reduced to practice or fixed in a tangible medium); and
- (vii) any information which the recipient knows or ought to know is regarded by the other Party as Confidential Information.

**Consultant:** means an ITVSGE’s production and/or digital consultant or other expert appointed by ITVSGE.

**Control:** means, in relation to a person, the direct or indirect ownership of more than 50% of the voting capital or similar right of ownership of that person or the legal power to direct or cause the direction of the general management and policies of that person, whether through the ownership of voting capital, by contract or otherwise, and Controls and Controlled are interpreted accordingly.

**Electronic Sell Through or EST:** also known as “Download to Own” or “DTO”. Means the electronic delivery and/or exhibition of the Local Series on a non-Ad Supported and non-recurring monetary fee basis, where the timing of the same is not pre-determined, but rather is at the consumer’s discretion, and for which the consumer is charged a separate (i.e. per Local Series or per Episode, and not bundled together or marketed together with other video programming), material monetary transactional fee that is neither subsidized nor otherwise discounted by the purchase of other products, services or promotions, for the right to permanently download, retain and/or have access to same.

**Episode:** means an entire episode of the Local Series, including all Credits and with the duration as specified in the Deal Terms.

**Extended Content:** means all audio-visual material other than the Local Series or promotional clips, produced by the Production Company or a third party producer, in support of and directly linked to the Local Series for exhibition parallel to the Local Series. Extended Content includes, but is not limited to behind the scene footage, raw material, online story lines linked to the Local Series etc. Extended Content expressly does not mean any spin-offs, sequels, prequels, remakes or other form of derivative programmes based on the Format.

**Finished Programme:** means the finished version of the Local Series as recorded or on tape, disc or as digitally stored or on whichever other device or platform, whether now existing or developed in the future.

**Format:** means the audio-visual format with the name and as further specified in the Deal Terms and Annexes (and as updated from time to time), including all parts, segments, elements of and Intellectual Property Rights in such format, format integrated



elements and format related elements, whether or not set out in writing and/or worked out in details or not and which include, but are not limited to, synopses, narrative developments, scripts, titles, games, applications, including interactive applications, know-how, instructions, documentation and data, scripts, flow-charts, underlying databases, music, including theme music, and includes (without limitation) the manner in which the subject matter of such format(s) is presented, including e.g. type of costumes, title sequences, theme music, sequence of scenes, graphics, 'look & feel', logo, location, type of presenters, any commonly recurring phrases and any other distinctive features. The Format has a definable and fixed programming structure, which is internationally or locally exploitable. This structure is not solely dependent on the persona or character of the host and this structure gives a local series based on the Format its character, dramatic movement, identity and marketability.

**Format Music:** means all musical works/compositions including lyrics, underscores, sounds and sound effects, leaders, bumpers and performances linked to the Format, as embodied in sound recordings and their underlying compositions and provided by ITVSGE to Licensee and/or the Production Company, including any locally adapted versions thereof, which music must be used in the Local Series and, if indicated by ITVSGE, in Extended Content material.

**Free TV:** means the delivery and/or exhibition of the Local Series by means of over the air signals, cable, satellite or any other electronic or non-tangible means whether now known or hereafter devised and whether analogue or digital, which is free and/or Ad Supported and/or which is publicly funded, where such exhibition is made available to consumers on a Linear (i.e. not on an on-demand) basis.

**Free Video-on-Demand or FVOD:** means the non-Ad Supported delivery and/or exhibition of the Local Series and/or any Extended Content, as specified in the Deal Terms, via On Demand, and in connection with which the consumer is not charged any fee or access charge, whether transactional, recurring, periodic or other.

**Graphics:** means the graphics used in the original version of the Format including without limitation logos, opening and closing sequences, stings, digital overlays and graphic elements of the set design, subject to any terms and/or restrictions on use, set out in the Agreement and/or the format guide.

**Hybrid Video-on-Demand or HVOD:** means the delivery and/or exhibition of the Local Series and/or any Extended Content in a combined version of SVOD and AVOD delivery, whereby a customer has the option to access SVOD services with Ad Support against a discounted subscription fee.

**Intellectual Property or IP:** means all copyrights, database right, know how, topography rights, domain names, trademarks, service marks, twitter accounts, Social Media Accounts, trade dress, trade names, rights in trade secrets, source/object code, confidential information of a proprietary nature and any and all other rights of a similar nature or having similar effect, whether or not registered, applied for or registrable pursuant to any relevant statute or statutory provisions or regulations amending, modifying, extending or re-enacting the same throughout the world for the full period of protection thereof including all renewals, revivals and extensions thereto and including applications and the right to apply for protection of the foregoing and including, as applicable in relation to the Format(s) including all elements of the Format, the Production Materials, the Title, the Logo, the Local Title, the Local Logo, the Finished Programme, Local Series, Extended Content, other content produced pursuant to the Agreement, Format Music, Graphics, any digital extensions and/or applications or apps, and all or any part, element or segment thereof.

**IPTV:** means a service that delivers and/or transmits television programming and other video content, both scheduled and on-demand, through the Internet using the TCP/IP protocol or related protocols.

**ITVSGE Guidelines:** means the Production Materials, Style Guide, Social Media playbook(s), sponsoring guidelines, guidelines and instructions of the Consultant and any other applicable guidelines in relation to the Rights Granted and as provided by ITVSGE. The ITVSGE Guidelines may be updated and/or amended by ITVSGE from time to time.

**License Fee:** means the fee payable by Licensee hereunder in respect of the Rights Granted, which consists of the format fee, IP usage fee, graphics fee, Format Music fee and, if applicable, On Demand Rights fee, unless otherwise specified in the Deal Terms.

**Linear:** means a basis whereby Broadcaster determines the schedule for exhibition of programming and provides such programming in a continuous linear stream of content, and whereby all consumers (i.e. viewers) accessing such programming service at a given point in time in a given time zone would be able to view the same exhibition of the same programme at such time, i.e. point-to-multipoint exhibition.



**Local Law:** means all relevant laws, regulations, standards and directions within the Territory, as applicable, including without limitation in relation to the law of sponsorship, broadcast, production, data protection, telecommunication and privacy.

**Local Logo:** means the local logo of the Local Series, which may include the Local Title or part thereof, elements of the Logo and/or other elements, whether or not registered as a trademark. The Local Logo of the Local Series is subject to ITVSGE's prior written approval.

**Local Title:** means the local title of the Local Series, which may be and/or include a translation of the Title into the Language and/or another title and/or an subtitle, whether or not registered as a trademark. The Local Title of the Local Series is subject to ITVSGE's prior written approval.

**Logo:** means the original recognizable, reproduceable design element of the Format, which may include the Title or part thereof, a symbol or image and/or specified colours, whether or not registered as a trademark.

**MVPD or Multichannel Video Programming Distributor:** means a cable operator, a direct broadcast satellite service, television receive-only satellite program distributor, a multichannel multipoint distribution service (however distributed), a facilities-based telephony company or IPTV operator, in each case, supplying its own data transport infrastructure in its capacity of distributing a multichannel Linear television programming service and making available to subscribers Linear television or Linear television-like video programming.

**Off Screen Contributor(s):** mean the director(s), producer(s), camera people, sound engineer(s), set designer(s), light designer(s), props, stylist(s), hair and make-up artist(s), and/ any other person(s) that deliver a by intellectual property rights protected contribution to the production of the Local Series and/or Extended Content and/or other content produced pursuant to the Agreement.

**On Demand:** means the delivery and/or exhibition of the Local Series and/or Extended Content on a non-permanent basis, i.e. via streaming and/or temporary download, where the timing of such delivery and/or exhibition is not pre-determined, but rather is at the consumer's discretion with or without the ability to pause, fast-forward or rewind and for which the consumer may or may not be charged a separate "fee" for such delivery and/or exhibition and which may or may not be Ad Supported.

**On Screen Talent(s):** mean the host(s), co-host(s), coach(es), jury member(s), dancer(s), (session) musician(s) and guest appearances other than Participant(s), and any other person(s) appearing in the Local Series, Extended Content and/or any other content, including but not limited to members of the audience insofar such appearance on screen constitutes an intellectual property right.

**Original Rights Owner:** means the owner(s) other than ITVSGE and/or any of its Affiliates of all or part of the Intellectual Property Rights in the Format and/or the Title, the Logo, Graphics, Format Music, trademarks and domain names related thereto.

**Participant(s):** means the talent(s), contestant(s), or participant(s) that participate in the Local Series and/or Extended Content and/or other content produced pursuant to the Agreement.

**Pay Per View or PPV:** means the delivery and/or exhibition of the Local Series, solely on a non-Ad Supported basis and non-recurring fee basis, where the timing and/or selection of the same is pre-determined, and not the consumer's discretion, where the consumer is required to view the content within a limited period of time, not to exceed 48 hours, and for which exhibition, the consumer is charged a separate, material monetary transactional fee i.e. per Local Series, or per Episode that is neither subsidised nor otherwise discounted by the purchase of other products, services or promotions.

**Premium Pay TV:** means Linear television delivery and/or exhibition of the Local Series distributed by MVPD and/or vMVPD operators carrying the Licensed Channel, where the consumer is charged a recurring fee and/or periodic conditional access fee for a specific non-Ad Supported programming channel or service in addition to or in a greater amount than any fee payable in order to receive Basic Pay TV where such exhibition is made available to consumers on a Linear, (i.e. not on an on-demand) basis.

**Production Budget:** means the best estimated, mutually agreed upon, cost of a programme or series and the line by line overview of the various cost components. The Production Budget is inclusive of applicable fees, including all costs and fees related to all



digital extensions and/or software applications but exclusive of prizes and hosts fees. Towards an exhibition company the Production Budget will serve as the sales price for a programme or series that includes any and all digital extension thereof or related software application.

**Production Support Services:** means the consultancy, services, assistance, guidelines, approvals and advice provided by the Consultant(s) to the Licensee and/or the Production Company with regard to (i) the production of the Local Series, (ii) the implementation of digital extensions or exploitation such as the Local Series App and (iii) any other support in the implementation of the Rights Granted, not being Social Media Platform support.

**Promotional Material:** synopsis, stills, photos, and clips, being extracts from the Local Series and/or Extended Content that may also contain the Local Title, Local Logo, the Graphics, Format Music, for the promotion and marketing of the Local Series.

**Promotional Rights:** means the right and obligation to promote the exhibition of the Local Series and/or Extended Content, if applicable, using the Promotional Materials in the best possible way.

**Simultaneous Streaming:** means the delivery and/or exhibition of the Local Series or any Episode thereof, as part of a scheduled Licensed Channel-branded service, simultaneous with exhibition of the relevant Episodes on the Licensed Channel via the Licensed Channel's website or app, provided that access to the stream is free of charge, the Episodes are streamed in the same form as is broadcast on the Licensed Channel, and users are not permitted to download, store or otherwise access any episode following the completion of the scheduled stream.

**Social Media:** means the websites and applications which focus on communication, community-based input, interaction, content-sharing and collaboration. Social Media includes, without limitation, forums, microblogging, social networking, social bookmarking, social curation, content curation, etc.

**Social Media Account(s):** means the account(s), page(s), site(s), hashtag(s) or other indication of a specific Social Media Platform.

**Social Media Platform(s):** means Social Media channel(s) and/or platform(s) and/or service(s) such as, but not limited to Facebook, Twitter, YouTube, Snapchat, Instagram, TikTok, Pinterest, Byte, Tumblr and any other comparable popular Social Media channels and/or platforms and/or services that are existing now or developed in future.

**Sponsorship:** means the promotion of a third party's trademark, product, service and/or activity via billboarding and/or break bumpers. Sponsorship must always be in accordance with local regulations and may never include tobacco, drugs, adult content and/or violent games. Sponsorship does not include any overlays, split screens or squeeze backs in any form. Title sponsorship is expressly reserved.

**Sponsorship Agreement(s):** means agreement(s) entered into by Licensee with a third party regarding the Sponsorship of the Local Series and/or Extended Content. Such agreement may include in program exposure, exposure online and/or within the Local Series App. Any barter arrangements and/or agreements which may include Sponsorship shall be considered a Sponsorship Agreement. Sponsorship Agreements may not include title sponsorship.

**Style Guide:** means the guidelines which set out the key visual and brand aspects of the Format for usage in Licensee's exercise of the Rights Granted.

**Subscription Video-On-Demand or SVOD:** means the delivery and/or exhibition of the Local Series and/or Extended Content via On Demand, and in connection with which a recurring fee and/or periodic access fee is charged.

**Title:** means the original title-name of the Format, whether or not registered as a trademark.

**Transactional Video-on-Demand or TVOD:** means the non-Ad Supported delivery and/or exploitation of the Local Series and/or Extended Content via On Demand, and for which the consumer is charged a separate (i.e. per Local Series, or per Episode, and not bundled together or marketed as part of a "season pass"), material monetary transactional fee, that is neither subsidised nor otherwise discounted by the purchase of other products, services or promotions, for the right to view such Local Series, Extended Content, or any Episode, on a private basis for a limited period of time, not to exceed 48 hours from the time viewing is initiated by the consumer and not to exceed 30 days from the date the consumer pays the separate transaction fee.



**vMVPD** or **virtual MVPD**: means distributors that aggregate and provide multiple Linear channels and/or on-demand video content through the internet without supplying its own data transport infrastructure.