

Licenčná zmluva na nákup licenčných práv programov
(výpis zo zmluvy)

Zmluvní partneri:	MERCURY STUDIOS MEDIA LIMITED 4 Pancras Square London N1C 4AG Veľká Británia VAT: GB246297439 a
	Slovenská televízia a rozhlas (STVR) Mlynská dolina, 845 45 Bratislava IČO: 56 398 255 IČ DPH: SK2122292832 Štatutárny orgán: Mgr. Igor Slanina zástupca generálneho riaditeľa zapísaná: Obchodný register Mestského súdu Bratislava III., Oddiel: Po, Vložka č: 8978/B
Programy:	hudobné dokumentárne tituly – seriály (4x60', 8 x50') plus sólo hudobné tituly (8 x 60' - 102')
Práva a definície:	Nákup licenčných práv programov pre vysielanie STVR na televíznej programovej službe Dvojka
Trvanie zmluvy:	Dĺžka licenčnej doby pri jednotlivých tituloch rôzna. Rozsah licenčných dôb pri jednotlivých tituloch od 31.12.2024 do 30.11.2027
Licencia na územie:	Slovenská republika
Povolený jazyk:	slovenský – komentár, titulky
Počet vysielaní:	2 vysielania –každé vysielanie vrátane reprízy do 48 hod.
Vysielacie práva:	exkluzívne Free TV terestriálne práva neexkluzívne simultánne šírenie káblovou a satelitnou retransmisiou a catch up do 14 dní po vysielaní
Licenčný poplatok:	21.400,- EUR

Splatnosť licencie:	Úhrada licenčného poplatku po podpise zmluvy, dodaní materiálov a ich technickej akceptácii najneskôr k 28.2.2025
Podmienky dodania materiálu:	po podpise licenčnej zmluvy
Technické náklady za materiál:	1.620,- EUR splatnosť technických nákladov po podpise zmluvy
Technické parametre materiálu:	Materiál bude dodaný cez ftp obraz vo formáte HD Pro Res Files podľa špecifikácie STVR, originál dialógové listiny, promo material a hudobné zostavy
Prístup k jazykovej verzii:	Prístup k jazykovej verzii za úhradu 50% dabingových nákladov STVR Doplnené v bode zmluvy Language Rights /časť zmluvy A. Deal Terms/.
Ustanovenie o zákonnej povinnosti zverejnenia zmluvy:	doplnené v časti zmluvy A. Deal Terms, bod Special conditions
Špeciálna klauzula:	podmienky promovania titulov – bod Promotional Rights
MERCURY STUDIOS MEDIA LIMITED	za STVR
	Mgr. Igor Slanina zástupca generálneho riaditeľa



Contract No: 9440

Sales Representative: TT

MERCURY STUDIOS LICENCE AGREEMENT

A. DEAL TERMS	
EFFECTIVE DATE:	
LICENSOR:	Mercury Studios Media Limited, a Universal Music Group Company registered at 4 Pancras Square, London, N1C 4AG United Kingdom and administered by Universal Music Operations Limited VAT Group under Group VAT Registration Number: GB 246 2974 39.
LICENSEE:	Slovak Television and Radio, registered at Mlynska dolina, 845 45 Bratislava - city district Karlova Ves under VAT Identification number: SK2122292832.
LICENSED PROGRAMME:	See Schedule One.
LICENCE PERIOD:	See Schedule One.
LICENSED TERRITORY:	Slovakia.
LICENCE FEE:	Twenty One Thousand Four Hundred Euros (€21,400), with Fee per Programme set out in Schedule One.
PAYMENT TERMS:	The Licensee shall pay the Licensor 100% of the Licence Fee and Delivery Materials Fee no later than 28 th February 2025.
PRODUCTION LANGUAGE:	English.
LICENSED LANGUAGE(S):	English, Slovak.
LICENSED RIGHTS:	<ul style="list-style-type: none"> a) Exclusive Free Television Rights. b) Non-Exclusive Catch-Up via FVOD. c) Simulcasting Rights.
LICENSED SERVICE:	Free Television: Dvojka Channel (Channel 2). Catch-Up via FVOD on www.rtv.slovakia.sk
LICENSED RUN:	<u>Dvojka Channel</u> : Two (2) transmissions of the Licensed Programme with one (1) repeat within forty eight (48) hours. <u>Catch-Up via FVOD</u> : The Licensee may make the Licensed Programme available on the Licensed Service for a fourteen (14) day period following each transmission for the purposes of catch up.
LANGUAGE RIGHTS:	Licensee shall have the right to subtitle and/or dub the Licensed Programme into the Licensed Language at its sole cost. For the avoidance of doubt the Licensee shall not have the right to exploit such language version(s) after the expiry of the License Period. The Licensor shall have the right, subject to a separate agreement, to access such language version(s) for a fee which shall be no greater than fifty (50%) of the cost of creating such language version(s).
PROMOTIONAL RIGHTS:	<u>With respect to Andrea Bocelli 30: The Celebration</u> :

	<p>The Licensee shall have the right to use any promotional materials supplied by the Licensor for the bona fide promotion of the Licensed Programme(s). For the avoidance of doubt, the Licensor reserves all rights not expressly granted including, without limitation, the creation of in-context excerpts throughout the duration of the Licence Period.</p> <p><u>With respect to all other Programmes:</u></p> <p>The Licensee shall have the right to use any promotional materials supplied by the Licensor for the bona fide promotion of the Licensed Programme(s).</p> <p>Licensee shall also have the right to create and use in-context excerpts of the Licensed Programme(s) (limited to up thirty (30) seconds per each single excerpt) and up to a maximum of three (3) minutes in aggregate for bona fide promotion of the Licensed Programme, subject always to (i) Licensor's right to approve (in writing) such excerpts prior to any use and (ii) to any restrictions notified to Licensee at any time (including, but not limited to, restrictions on the use of certain material, sound recordings and/or excerpts).</p>
PUBLICITY RIGHTS:	Licensee shall not make any public announcement or issue any press release relating to the Agreement without the Licensor's prior written consent.
RESERVED RIGHTS:	For the avoidance of doubt, Licensor shall be entitled to exploit any and all rights in and to the Licensed Programme(s) throughout the Universe excluding any exclusive rights granted to Licensee under this Agreement.
DELIVERY MATERIALS:	At the sole cost of the Licensee, the Licensor shall deliver to Licensee a file containing a transcript, music cue sheet, captions, M&E, stills, a synopsis, layered art, trailer, credits, if available and the Licensed Programmes together with any supporting materials as mutually agreed (email sufficient), in the following specification: HD Pro Res Pal.
DELIVERY MATERIALS FEE:	One Thousand Six Hundred and Twenty Euros (€1,620), with Fee per Programme set out in Schedule One.
SPECIAL CONDITIONS:	In compliance with local Slovakian legislation pertaining to public information, the Licensee is permitted to share this Agreement via Central Register of Contracts of the Government Office of Slovak Republic in its full wording.

This Agreement shall be comprised of the Deal Terms and incorporates the attached Standard Terms & Conditions. In the event of any inconsistency, the Deal Terms shall prevail. All capitalized terms not defined in these Deal Terms shall be defined in the Standard Terms & Conditions.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Executed signature pages of this Agreement sent by facsimile or transmitted electronically in Portable Document Format (PDF), or signature pages executed and transmitted electronically via DocuSign, shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the parties to exchange original counterparts as quickly as practicable after execution of this Agreement if requested by the Licensor.

SIGNED AND AGREED BY BOTH PARTIES

MERCURY STUDIOS MEDIA LIMITED

SLOVAK TELEVISION AND RADIO

Name: _____

Name: Mr. Igor SLANINA

Title: _____

Title: Deputy General Director

Signature: _____

Signature: _____

Date: _____

Date: _____

MERCURY STUDIOS MEDIA LIMITED

Name: _____

Title: _____

Signature: _____

Date: _____

SCHEDULE ONE

LICENSED PROGRAMME (each individually a 'Programme')	LICENCE PERIOD	LENGT H	FEE (EUR)	DELIVER MATERIALS FEE (EUR)
Various Artists: The Best Of Live From Abbey Road	31 st December 2024 to the earliest of either: a) 24 months from the initial transmission; or, b) 31 st January 2027.	4 x 60'	€3,200	€300
Queen: Hungarian Rhapsody - Queen Live in Budapest (ROW)	31 st December 2024 to the earliest of either: a) 24 months from the initial transmission; or, b) 31 st January 2027.	1 x 90'	€1,300	€0
John Lennon & Yoko Ono: Above Us Only Sky	31 st December 2024 to the earliest of either: a) 24 months from the initial transmission; or, b) 31 st January 2027.	1 x 90'	€1,000	€0 (Re- license)
Black Sabbath: Black Sabbath Live... Gathered In Their Masses	31 st December 2024 to the earliest of either: a) 24 months from the initial transmission; or, b) 31 st January 2027.	1 x 90'	€1,300	€305
This is Pop	31 st December 2024 to the earliest of either: a) 24 months from the initial transmission; or, b) 31 st March 2027.	8 x 50'	€7,200	€865
Ray Charles: Live at Montreux 1997	31 st December 2024 to the earliest of either: a) 24 months from the initial transmission; or, b) 31 st March 2027.	1 x 70'	€1,000	€50
Il Divo: Timeless	31 st December 2024 to the earliest of either: a) 24 months from the initial transmission; or, b) 31 st January 2027.	1 x 75'	€1,200	€0
Def Leppard: Hysteria Live at the O2	31 st December 2024 to the earliest of either: a) 24 months from the initial transmission; or, b) 31 st January 2027.	1 x 60'	€1,200	€0
Syd Barrett & Pink Floyd: Have You Got It Yet? The Story Of Syd Barret And Pink Floyd	31 st December 2024 to the earliest of either: a) 24 months from the initial transmission; or, b) 31 st March 2027.	1 x 90'	€1,500	€100
Andrea Bocelli 30: The Celebration	1 st December 2025 to 30 th November 2027.	1 x 102'	€2,500	€0
		TOTAL:	€21,400	€1,620

B. STANDARD TERMS & CONDITIONS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement unless the context otherwise requires:

AVOD: means the exhibition of a program (or episode thereof) on a user's viewing device where the transmission of the exhibition of that program (or episode thereof) originates outside of the user's residence and where such exhibition is not available for public viewing, where the scheduling of the exhibition of that program (or episode thereof) is not pre-determined by the distribution service but, rather, is entirely at the user's discretion; where no fee (either periodic or per exhibition) shall be charged to the user in respect of AVOD; and where the user is required (once the program or episode thereof has been selected) to view one or more advertising or sponsorship spots in order to receive each user selected exhibition of the episode in question. AVOD shall expressly exclude all other forms of On Demand Rights.

Associated Company: any holding company or subsidiary of the Licensee from time to time, and any subsidiary from time to time of such holding company, according to the definitions of "holding company" and "subsidiary" contained in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee]. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

Basic Pay Television: means the transmission of programming as part of a pre-scheduled, linear program service where: (i) the program service is offered on or in the universal tier of the distribution platform in a bundled package with other pre-scheduled, linear program services; (ii) a periodic basic subscription fee is charged to the subscriber for viewing the compiled program service as part of such bundled package; and (iii) the program service is primarily supported by advertising and/or sponsorship revenue and/or fees in respect of the carriage of the program service by cable, satellite or other distribution platforms in the Territory. For the purposes hereof, neither governmental television receiver assessments nor taxed will be deemed a periodic basic

subscription fee charged to a subscriber for the privilege of receiving a television program service.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Catch-Up Service: means the on-demand catch-up service named in the Deal Terms which is made available in the Licensed Territory via the medium (or media) set out in the Deal Terms and that is wholly owned, operated and controlled by the Licensee (including but not limited to the Licensee's branding and trademark logos).

Deal Terms: the deal-specific terms attached to these General Terms and Conditions.

Delivery Materials: the materials listed in the Deal Terms or Schedule 1 (where applicable).

Devices: means any receiving device now known or hereinafter invented such as television sets, including internet connected televisions, computers, including tablets, any mobile device, any handheld device, video screens, set top box, IP boxes etc up to a maximum of 5 Devices and 3 concurrent streams per subscriber.

Licence Fee: the non-returnable sum payable to the Licensor by the Licensee in respect of the Licensed Rights in the Licensed Programme and on account of the monies due to the Licensor in respect of the Licensed Programme.

Free Television ("TV") Rights: means the transmission of the programming as part of a pre-scheduled, linear television, program service where: (i) the timing of the exhibition of the program is determined by the program service and is not at the viewer's discretion, and (ii) there is no charge to the viewer (excepting governmental receiver assessments and taxes) for viewing programming on the compiled program service.

Free Video on Demand (or "FVOD"): means the temporary making available of programming as part of a program service, where: (i) commencement time for the exhibition of the programs is chosen by the viewer and is not predetermined or scheduled by the program service; (ii) the programs are available for viewing during a period of time determined by the program service; (iii) there is no charge to the viewer for viewing programming on the compiled programme service; and (iv) the viewer is not authorized to make a permanent copy of any program.

Functionality Rights: shall mean i) Reverse EPG ii) NPVR (iii) Start Over (iv) Sideloaded rights.

Internet: means the open, worldwide, cross-platform network commonly known as the World Wide Web and/or any successor or alternative networks thereto (whether now known or hereafter devised) or any part thereof which may be accessed by the Hypo Text Transport Protocol suite and/or any successor protocol thereto (whether now known or hereafter devised.)

Gross Theatrical Receipts: all sums actually received by or credited to the Licensee from the exploitation of the

Theatrical Rights. Gross Theatrical Receipts shall exclude taxes imposed on the revenue or receipts from exhibition of the Licensed Programme, sums required to be paid to any trade association based on receipts from the Licensed Programme and any refunds made to licensees in respect of the Licensed Programme.

Holdbacks: means the restrictions on exploitation as set out in the Deal Terms.

Licensed Language: means language(s) set out in the Deal Terms. Where the Licensed Language is not defined in the Deal Terms, then Licensed Language shall have the same meaning as the Production Language (defined as English unless otherwise specified).

Licensed Run: means the number of transmissions as set out in the Deal Terms.

Licensed Service: means the Linear Service and Catch up Service together.

License Period: means the period commencing on the date set out in the Deal Terms and ending on the earlier of (i) date set out in the Deal Terms; (ii) exhibition of the final Licensed Run.

Linear Service: means the linear channel named in the Basic Terms which is broadcast in the Territory via the medium set out in the Deal Terms and is wholly owned, operated and controlled by the Licensee.

Licensed Programme Rights: the rights described as Licensed Rights in the Deal Terms and further defined herein.

Licensed Territory: means the country or countries set out in the Deal Terms. For the avoidance of doubt, the Licensed Territory shall specifically exclude Iran, North Korea, Syria, Cuba, Sudan, South Sudan and Crimea/Sevastopol.

Licensed Theatres' Share: shall mean the fee and/or percentage of Gross Theatrical Receipts that the Licensed Theatre(s) may retain as specified in the Deal Terms.

Net Digital Receipts: all gross revenues received or receivable by Licensee or Sub-Licensee arising from or attributable to the exploitation of the Licensed Programmes on the Licensed Service, including any revenue in connection with advertising on the Licensed Service, after deduction of applicable VAT. No sales agency commission or other amounts shall be deducted without Licensor's prior written approval.

Net Theatrical Receipts: means Gross Theatrical Receipts less VAT, the Licensed Theatre's Share (if specified as applicable in the Deal Terms) and Permitted Deductions (if specified as applicable in the Deal Terms).

Network Personal Video Recorder ("NPVR"): means a cloud personal video recorder ("PVR") and storage

service, which may be accessible through the hard disk function on an authorized set top box and/or through a network based service via the internet, whereby the platform will record the Licensed Programme and, at the direct, active and per-program request of a subscriber made prior to, or during, the Linear Service, make such recording available onto subscriber's personal video storage service. Subscriber will be enabled to play, stop, repeat, pause, rewind or fast-forward exhibition whether live ("Star Over"), or record as aforesaid.

Non-Theatrical rights: means a screening of clearable programmes to a trapped audience at a venue whose primary purpose is not the exhibition of audio-visual programming.

On Demand Rights: means the electronic exhibition (or multiple exhibitions within a single, continuous period) of a program or programming the timing and/or selection of which is not predetermined by the program service but is at the viewers discretion including, without limitation, video-on-demand ("VOD"), Subscription VideoOnDemand ("SVOD"), Free Video On Demand ("FVOD"), virtual on-demand, Catch Up Service or any other such media as specified in the Deal Term.

Over The Top ("OTT") shall mean the right to exhibit the Program on any Linear Service branded "over the top platform" via an online and/or mobile network which may be either tethered or untethered to such Linear Service as specified in the Deal Terms (and not for the avoidance of doubt via traditional distribution such as cable, satellite and digital terrestrial) using an Internet-connected device; whether broadcasted in high definition or other wise and available to consumers via a subscription service for which the viewer pays a periodic fee as opposed to a dedicated premium tier fee. Provided that the applicable programming service is being distributed via (i) any such technology as a linear, continuously-scheduled, simultaneously-transmitted program service and (ii) appropriate security/geofiltering mechanisms are employed by the applicable linear feed distributor.

Pay Per View Television: means the transmission of an encrypted television signal by means of a point-to-multipoint distribution system containing programming chosen by a viewer, whereby: (i) the transmission of the program originates from a transmission source outside of the subscriber's dwelling unit and where viewing of the program is simultaneous with its transmission; (ii) the scheduling of the exhibition of the program is predetermined, in whole or in part, by the distribution service; (iii) the transmission of the program is linear; and (iv) the viewer is required to pay or is assessed by a separate per-program, per exhibition fee (including pay per day and so called "near video on demand" ("NVOD"),

as opposed to payment being on a pre-packaged, subscription basis.

Permitted Deductions shall mean any bona fide out of pocket costs which the Licensee incurs in the course its exhibition of the theatrical rights granted hereunder. For the avoidance of doubt the Permitted Deductions shall be limited to and capped at such items and amounts as specified in the Deal Terms above.

Premium Pay Television: means the transmission of programming as part of a pre-scheduled linear program service where: (i) the program service offered on a premium tier in a bundled package with other pre-scheduled, linear program service; (ii) a periodic premium subscription fee is charged to the subscriber for viewing the programming on the compiled program service; (iii) the transmission of the programs is commercial-free and uninterrupted; and (iv) the program service is primarily supported by subscription revenue, rather than by advertising and/or sponsorship revenue.

Promotional: means the right to promote and publicise the Licensed Programme in any and all media and by any all means and the non-exclusive right to use the approved synopsis, stills and clips and/or extracts of the Licensed Program of no more than 30 seconds up to an aggregate of 3 minutes in any single news and entertainment program and or any other promotional program.

Permanent Download/Download To Own ("DTO")/Electronic Sell Through ("EST") means any distribution (including on-demand digital delivery over the internet, cable, wire or wireless) of a program where, for a one-time fixed fee, the viewer is entitled to retain or have access to a copy of such program on a permanent basis or for an indefinite period of time for unlimited future retrieval and playback.

Notice of Delivery: a notice via email or otherwise from the Licensor to the Licensee that, subject to the Licensee paying the Licensor's costs of manufacturing and shipment and delivery of the Delivery Materials, it is ready to produce the Delivery Materials.

Online Rights: means the distribution of a program by means of computer networks integrated through the use of any protocol now known by hereafter in existence, including without limitation, the TCP/IP protocol or any successor or similar technology used to access such computer networks (including, without limitation, the Internet) for display on any viewing device, video display monitors, and the like) using computer or computer mediated processing unites or similar technology now known or hereafter in existence.

"Reverse EPG" means subscribers are enabled to access the Linear Service by way of the use of reverse programming schedule functionality whereby the

Licensed Programme(s) is exhibited over a period of time as named in the Deal Terms prior to the moment in which the Subscriber is using this functionality (also referred to as 'backwards EPG' or 'replay TV') is made available to subscriber on an on demand basis. These services can be provided via any means of transmission and through any technology or internet protocol either now known or hereinafter devised, for reception on Devices. Licensed Programmes made available may be streamed directly to Device or via Temporary Download.

Rights: the right to exhibit, distribute and otherwise exploit the Licensed Programme in the Territory as more specifically set out in the Licensed Rights in the Deal Terms.

"SD" OR "Standard Definition" means the transmission of a television signal of a spatial resolution of 720 x 576 or less.

Secondary Rights: the exclusive right to apply for and collect income derived from agencies, societies and organisations such as AGICOA and similar organisations established for the purpose of collecting and distributing such income, and the exclusive right to collect any national subsidies and any sums receivable by way of a blank tape levy or any analogous system derived from exploitation of the Licensed Programme in the Territory.

Sideload: the right to copy PVR recordings onto a maximum of five (5) registered IP-connected devices per subscriber ("sideloading") so that that the subscriber may view each episode of the Licensed Programmes at a time and place of his/her choosing on the relevant IP-connected device provided that: i) the sideloading can only be carried out by a subscriber within 90 days of the PVR Recording being made; ii) the sideloaded content shall be rendered inaccessible on the device to which it was sideloaded on the earlier of (i) 30 days after the sideloading; and (ii) 48 hours after commencement of viewing.

Start Over: means viewers are enabled to restart (i.e., view from the beginning) an episode during its broadcast on the Linear Service, provided that the viewer initiates such functionality prior to the end of such broadcast and the viewer is permitted to fast-forward, rewind or pause such episode after re-start. These services can be provided via any distribution platform including through any technology or protocol either now known or hereinafter devised, and via any Device. Programming made available on this basis may be streamed directly to the viewing device or via Temporary Download.

Subscription Television means the transmission of a signal (whether analog or digital) containing programming, a selection and timing of which is determined by the transmitter or service concerned, as part of a linear pre-

schedule television channel which is authorized for television reception in the Licensed Territory by a residential subscriber in consideration for a peridoci fee (whetehr premium or a la carte ie. for that specific channel; or basic ie for that terrestrial, cable or satellite only. Subscription Television shall expressly exclude any means of transmission or exhibition of the Program by means on (a) On Demand Rights (b) Pay Per View Television (c) Online Rights (d) Wireless Rights.

Simulcast Rights means the right to distribute the Programme over the internet via an internet protocol network or via Wireless Rights as part of a linear delivery system as defined in the Deal Terms.

Subscription Video On Demand or "SVOD" means the temporary making available of programming as part of the programme service where: (i) the commencement time for exhibition of the programme is chosen by the viewer and is not predetermined or scheduled by the programme service; (ii) the programs are available for viewing during a period of time determined by the programme service; (iii) the viewer is not charged a per-exhibition or per-program fee for the right to view a program, but rather is charged a periodic fixed subscription fee for viewing programming on the programme service, which fee may be in addition to or included in the fee for basic subscription or premium subscription television; and (iv) the viewer is not authorized to make a permanent copy of any programme. SVOD expressly excludes any other form of On Demand or other online rights.

Temporary Download/Download To Rent ("DTR") means any distribution (including on-demand digital delivery over the internet, cable, wire or wireless) of a program where the viewer is entitled to retain or have access to a copy of such program on a temporary basis for a defined period of time.

Theatrical Rights: the right to exploit the Licensed Programme for direct exhibition in commercial cinemas or theatres or any places licensed for the exhibition of films to members of the public as specified in the Deal Terms.

Transactional Video On Demand ("TVOD") means viewers are required to pay a transactional per program fee where the transmission is at the viewer's sole discretion and is not predetermined or scheduled by the program service either via (i) Permanent Download/DTO/EST or (ii) Temporary Download/DTR.

Wireless Rights: means any mode of transmission, simultaneous transmission (via Simulcast Rights) or retransmission in whole in part of audio and/or visual signals by wireless networks integrated through the use of any protocol now known or hereafter in existence including without limitation the wireless application

protocol, 2G, 3G, DVB-H, DMB, WIFI, WI-MAX, or any successor of technology for display on any viewing device (including without limitation personal digital assistants, wireless email devices, mobile phones, pagers and other hand held devices) capable of wirelessly sending and/or receiving voice and/or audio and/or data and/or video communication.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement, and references to paragraphs are to paragraphs of the relevant Schedule.

1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.7 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to writing or written includes fax and email.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. GRANT OF RIGHTS

2.1 The Licensor hereby grants to the Licensee the right to exercise the Licensed Rights in the Licensed Programme in the Licensed Territory during the License Period in accordance with the terms of this agreement, subject to any holdback and any limitations on exclusivity specified in the Deal Terms.

2.2 If any of the Licensed Rights are subject to a holdback period as specified in the Deal Terms, the Licensee undertakes not to pursue the exploitation of such Licensed Rights during that period.

2.3 Without prejudice to the generality of paragraph 2.1 but subject thereto, the Licensed Rights shall comprise the following rights within the Licensed Territory:

- (a) the right subject only to the observance of any restrictions imposed upon the Licensor and notified to the Licensee in connection therewith to cut, edit, delete from, add to, change the sequence of, dub, subtitle (limited to the narration of the Licensed Programme and expressly excluding song lyrics) or otherwise alter and change the Licensed Programme or any part or parts of it for the sole purposes of:
- (i) censorship;
 - (ii) making authorised language versions of the Licensed Programme subject to Licensee use of professional translators and such foreign language shall be cleared for worldwide distribution and delivered to Licensor at 50% of cost of making such foreign version;
 - (iii) meeting broadcasting standards or broadcasters' timing requirements;
 - (iv) the interpolation of advertising breaks during the television, cable or similar exhibition of the Licensed Programme;
- and for the avoidance of doubt, neither the Licensee nor its licensees shall have any right to cut, edit, delete from, add to, change the sequence of, dub, subtitle or otherwise alter or change the Licensed Programme or any part or parts of it other than for the specific purposes set out in clause 2.3(a)(i) to clause 2.3(a)(iv) without the Licensor's prior written approval (not to be unreasonably withheld or delayed) provided that edits must be of a minor nature and must not alter or impair continuity or editorial integrity;
- (b) the right to release, exploit, advertise, distribute, exhibit, license, perform, project and reproduce the Licensed Programme for and in connection with the exploitation of the Licensed Rights;
- (c) the non-exclusive right to use the trailer as delivered or subject to Licensor's prior written approval a clip from the Licensed Programme not exceeding 30 seconds in duration in connection with publicity of the Licensed Programme;
- (d) the right to include on the positive prints of the Licensed Programme and trailers of the Licensed Programme and in all related advertising and publicity the Licensee's name, logo and presentation announcement in such form and position as shall be approved by the Licensor. For the avoidance of doubt, the Licensee shall not without the Licensor's prior written approval
- make any other change to the credits of the original version of the Licensed Programme as delivered to the Licensee.
- 2.4 All rights, title and other interests in or to the Licensed Programme which are not expressly granted to the Licensee hereunder are reserved to the Licensor.
- 2.5 The Licensee's exploitation of the Video on Demand Rights shall be subject to the Licensed Programme being transmitted in encrypted form and in such a way as to ensure that only subscribers in the Territory shall be authorised to receive and view the Licensed Programme.
- 2.6 For the avoidance of doubt, the Video on Demand Rights and any other means of exploitation of the Licensed Rights that could be receivable outside the Territory are limited to:
- (a) secure transmissions within the Licensed Territory which can only be accessed by customers authorised by the Licensee;
 - (b) exploitation methods which incorporate technological safeguards that prevent copying or downloading the Licensed Programme as a whole and prevent recopying or retransmission of the copy of the Licensed Programme delivered to the viewer other than as the Licensed Language(s); and
 - (c) exploitation methods which provide for effective collection of revenues from viewers,
- and the Licensee shall not exploit any Video on Demand Rights unless and until the technological means are available and used by the Licensee to give effect to the foregoing paragraphs.
- 2.7 The Licensee shall not seek, nor allow any third party to seek, customers for online rights outside the Territory and, unless required to do so by law, the Licensee shall not make the Licensed Programme available to customers outside the Licensed Territory by means of Internet delivery, nor allow any third party to do so.
- 2.8 Unless otherwise confirmed in writing by the Licensor and detailed in the Deal Terms, the Licensee shall not have the right to sub-license any part of this agreement.
- 2.9 The Licensee shall ensure that any exploitation of the Licensed Rights within the Licensed Territory is restricted to broadcast via encrypted signals that can only be viewed on television sets through the use of decoders licensed by the Licensee within the Territory.
3. DELIVERY AND RETURN OF THE DELIVERY MATERIALS
- 3.1 Within 30 days of receipt of the Notice of Delivery, the Licensee shall notify the Licensor of the number of prints, available advertising and promotional materials and

accessories, trailers and other available Delivery Materials relating to the Licensed Programme which it requires (all of which are subject to the Licensor's approval) and shall provide the Licensor with the address in the UK as specified in the Deal Terms to which delivery should be made. The Licensor shall then send the Licensee a pro forma invoice setting out the cost for delivery of the requested Delivery Materials. The Licensee shall immediately pay for such Delivery Materials via electronic transfer to the Licensor's Bank Account as specified in the Deal Terms, and the Licensor shall then deliver such Delivery Materials to the Licensee as specified below. The Delivery Materials shall be deemed accepted if the Licensee does not give notice to the Licensor of its order for materials within 14 days of the Notice of Delivery.

- 3.2 Risk in all Delivery Materials shall pass to the Licensee from the moment such materials leave the approved laboratory or the Licensor's offices (as the case may be), and the Licensee shall be responsible for insuring all such materials at their full replacement cost from and with effect from that date.
- 3.3 The Licensee shall promptly examine all Delivery Materials delivered to the Licensee under this agreement in order to verify that they are physically and technically suitable to enable the exercise of the Licensed Rights.
- 3.4 If any print material or pre-print material delivered to the Licensee is of such quality as to make it physically or technically inadequate to enable the Licensee to exercise the Licensed Rights, the Licensee shall give immediate notice no later than 7 days from receipt in writing to the Licensor specifying the particular defect and shall return all defective materials. The Licensor shall on receipt of any such defect notice and defective materials provide the Licensee with substitute materials free of charge if the Licensor in the exercise of its reasonable opinion is satisfied that such materials were defective at the time when they left the Licensor's laboratory or the Licensor's offices (as the case may be). In all other cases the Licensor's obligation to provide replacement materials shall be subject to the Licensee pre-paying the cost of manufacture and delivery.
- 3.5 Unless the Licensor receives notice in writing specifying any defect in the Delivery Materials (or any replacement Delivery Materials delivered under paragraph 3.4) within 14 days following the delivery of such materials to the Licensee, such material shall be deemed to be of physically and technically acceptable quality for the purposes of this agreement.
- 3.6 If any Delivery Materials are provided to the Licensee on loan, the Licensee shall be responsible for obtaining and maintaining comprehensive insurance against all risks for the full replacement value of such materials at all times while such Delivery Materials are in the possession of the Licensee or in transit to or from the Licensee or while they

are in the possession of any laboratory authorised by the Licensee.

- 3.7 The Licensee undertakes to return all such loaned Delivery Materials to the Licensor no later than 30 days after the date such Delivery Materials were first made available to the Licensee or its agent or nominated laboratory.
- 3.8 Where physical stock of the Delivery Materials cannot be provided to the Licensee and a digital file containing the Delivery Materials is required, the Licensee shall pay for the cost incurred by the Licensor of creating such digital files.
4. PAYMENT
- 4.1 The Licensee shall pay the Licensor the Licence Fee on the Payment Terms in the Deal Terms. For the avoidance of doubt, all such payments shall be made out to Universal Music Operations.
- 4.2 No withholding or other taxes or any other deductions or offsets whatsoever shall be deducted from the Licence Fee unless the Licensor has consented in writing to such deduction before signing this agreement (in which case the Licensee hereby undertakes to ensure that no improper deductions are made and that the Licensor is provided with all necessary receipts, certificates and other documents and all information required in order to avail the Licensor of any tax credit or other fiscal advantage).
- 4.3 The Licensee agrees and acknowledges that the Licensee's failure to exploit the Licensee Rights shall not entitle the Licensee to avoid payment of all or part of the Licence Fee.
- 4.4 The Licence Fee is separate from any other obligation and the Licensee will not cross-collateralise, set off, diminish or delay payment of the Total Licence Fee due to any such obligation.
- 4.5 It is agreed that the Licensee shall be responsible for all taxes, including but not limited to, all local taxes, sales tax and withholding tax.
- 4.6 All sums payable under this agreement are exclusive of value added tax.
- 4.7 If the Licensee fails to make any payment due to the Licensor under this agreement by the due date for payment, then the Licensee shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Licensee shall pay the interest together with the overdue amount.
5. WARRANTIES

- 5.1 Subject to any contractual restrictions notified to the Licensee on or before delivery of the Delivery Materials to the Licensee, the Licensor warrants, undertakes and agrees that it is entitled to grant the Licensed Rights to the Licensee and that it has secured all consents necessary for the exercise by the Licensee of the Licensed Rights, and that to the best of its knowledge and belief the exploitation by the Licensee of the Licensed Rights strictly in accordance with the terms of this agreement will not infringe the rights of any third party.
- 5.2 The Licensee shall or shall procure to represent, warrant, undertake and agree:
- (a) that the legal ownership of the Licensed Programme and the Delivery Materials shall remain vested at all times in the Licensor;
 - (b) to transmit the Licensed Programme in its entirety and not to cut, dub, subtitle or edit the Licensed Programme or to change the title of the Licensed Programme in any manner other than in accordance with paragraph 2.3(a) unless it has the prior written consent of the Licensor;
 - (c) to transmit all titles, copyright notices and credits for all personnel and corporations in the exact form in which they appear on the Licensed Programme as delivered by the Licensor;
 - (d) that it will not without the prior written consent of the Licensor copy or duplicate or authorise any third party to copy or duplicate any of the Delivery Materials other than solely for the purposes of exploitation of the Rights;
 - (e) that it will not lease, purchase or accept any technical material relating to the Licensed Programme or advertising or promotional materials relating to the Licensed Programme from any unauthorised third party;
 - (f) to comply with all contractual restrictions notified to the Licensee in writing to the Licensee, including all contractual restrictions relating to the use of the names, photographs, likenesses, voices and biographies of individuals appearing in the Licensed Programme;
 - (g) to comply with all credit, logo and notice requirements notified in writing to the Licensee (including all credit requirements relating to packaging, promotion, advertising and publicity for the Licensed Programme and all instructions as to form and position) and not to edit, delete or alter in any respect any credits appearing in the Licensed Programme as delivered to the Licensee;
 - (h) that any version produced by the Licensee in the Licensed Language(s) under this agreement shall adhere in all respects to the original English language version;
 - (i) not to include in the Licensed Programme any form of sponsorship (including top-and-tail sponsorship);
 - (l) to enforce maximum security to safeguard against and to notify the Licensor in writing forthwith of any actual, suspected or threatened unauthorised copying, pirating and/or exploitation of the Licensed Programme by third parties in the Licensed Territory and where required to render all reasonable assistance at its own expense in preventing and/or terminating the same;
 - (m) to apply no less than industry standard digital rights management and IP protection measures, and if technology capable to geo-block and procure that users accept and conform to the terms of use and terms as under this agreement;
 - (n) not to register nor seek to register the copyright or any trade mark, service mark or logo in respect of the Licensed Programme or the Licensed Programme's title (or any part thereof);
 - (o) that no promotion or other advertising of the Licensed Programme whether printed or on-air shall include any express or implied endorsement by the Licensor of any goods or services or any person whose performance or services were rendered in or in connection with the production of the Licensed Programme;
 - (p) to ensure any exploitation via the internet, mobile and/or wireless is sufficiently encrypted, copy protected, geo filtered, and employed sufficient digital rights management;
 - (q) to comply with all applicable laws, regulations, sanctions and prohibitions including the provisions of the Data Protection Act 1998, Bribery Act 2010, Consumer Protection Unfair Trading Act 2008, United States Foreign Corrupt Practices Act and Federal Trade Commission, US Treasury Department's Office of Foreign Asset Control restrictions, the EU Service for Foreign Policy Instruments and industry codes including the Advertising Standards Authority and Committees of Advertising Practice codes (or foreign equivalent);
 - (r) to indemnify the Licensor and its respective licensees, assignees and successors in title in respect of all costs, claims, charges, expenses, fees, damages, losses or other liabilities whatsoever that such persons may suffer whether directly or indirectly as a result of a

breach by the Licensee of any of its representations, warranties, undertakings and agreements under this agreement.

6. MUSIC PERFORMANCE RIGHTS AND MECHANICAL ROYALTIES

The Licensee shall obtain and pay for all licences and make all returns required for the public performance of the music (including musical compositions, lyrics and records) incorporated in the Licensed Programme in accordance with the rights licensed to the Licensee under this agreement due to PRS or any related collecting societies and the Licensee hereby indemnifies the Licensor against any and all liability, loss, damage or expense arising from the performance of such music.

Notwithstanding the foregoing, the Licensor agrees that it shall be responsible for mechanical royalty payments in respect of TVOD exploitation by the Licensee in the USA and Canada (if granted under this Agreement and subject to the Licensee providing the Licensor with all relevant usage information in the relevant monthly reports). For the avoidance of doubt the Licensee shall be responsible for all mechanical royalty payments in respect of TVOD exploitation in all other territories (i.e. worldwide excluding the USA and Canada) if such right is granted under this Agreement.

7. TERMINATION

7.1 If either party is in breach of this agreement and, where such breach is capable of remedy, fails to remedy such breach within five Business Days of being so requested, or if any event of Force Majeure under paragraph 14 continues for six months or more (whether consecutive or in the aggregate), then in any such case and without prejudice to any other right or claim of the Licensor or the Licensee, the party not in breach (or, in the case of Force Majeure, either party) shall be entitled to terminate this agreement and the rights granted under it by notice in writing with immediate effect.

7.2 Without limitation to paragraph 7.1, the Licensor shall be entitled in addition to all of its other rights and remedies at law and at its option, on giving written notice to the Licensee, to terminate this agreement if:

- (a) any meeting of creditors of the Licensee is held or any arrangement or composition with or for the benefit of its creditors is proposed or entered into by or in relation to the Licensee;
- (b) a receiver, administrative receiver or other encumbrancer takes possession of or is appointed over any of the Licensee's assets or any distress execution or other process is levied or enforced (and is not discharged within 30 days) on the whole or any part of the assets of the Licensee;

(c) the Licensee ceases or threatens to cease to carry on business or is or becomes unable to pay its debts;

(d) a petition is presented or a meeting is convened for the purpose of considering a resolution for the making of an administrative order, the winding up bankruptcy or dissolution of the Licensee (and is not dismissed within (30) days of the presentation or the convening) ; or

(e) any event analogous to any of the foregoing occurs in any jurisdiction provided that paragraph 8.2(a) to paragraph 8.2(d) inclusive shall not apply in the event of a solvent reconstruction of the Licensee.

7.3 Following any termination of this agreement by either party:

(a) all rights granted to the Licensee under this agreement shall automatically revert to the Licensor and the Licensee shall do all such things and execute all such deeds and documents as the Licensor may require to confirm the same;

(b) the Licensee shall consult with the Licensor as to the return to the Licensor, erasure or destruction of the Delivery Materials and such other materials relating to the Licensed Programme as are in the Licensee's possession and shall fulfil the Licensor's requirements in this respect within 30 days of being so directed; and

(c) the Licensor agrees to honour the terms of any licences entered into by the Licensee in accordance with the terms of this agreement provided that the Licensor has no financial obligations under any such licence.

7.4 Without limitation to paragraph 8.1, this agreement shall be deemed to be breached if any payment due from the Licensee remains unpaid 30 days after it is due under the relevant provisions hereof and is not then made within five Business Days of receipt of notice from the Licensor to make such payment.

7.5 Notwithstanding the terms of this agreement, the Licensor shall have the right at any time after the first two years of the Term to terminate this agreement on giving one month's written notice to the Licensee.

7.6 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

8. WITHDRAWAL OF LICENSED PROGRAMME

If the Licensor is advised or required by law or as a result of threatened legal proceedings to withdraw the Licensed Programme (or any part thereof) and gives written notice to the Licensee to such effect the Licensee shall immediately withdraw the Licensed Programme and cease to exploit the Licensed Rights. The Licensee shall not be entitled to claim any consequential damages, including "lost profits", arising from any withdrawal.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Licensee shall ensure that any copyright, patent, registered design, trademark or other intellectual property rights (Intellectual Property) or other rights (including but not limited to any performance rights) created by virtue of any permitted additions, changes, modification, versions, reversions or otherwise to or of the Licensed Programme as a result of the exercise of the Licensee's rights under this agreement shall become the sole and exclusive property of the Licensor and the Licensee by way of present assignment of future copyright hereby assigns with full title guarantee all such rights acquired by it to the Licensor to hold absolutely throughout the world during the full period of copyright and all possible renewals, reversions, extensions and revivals thereof and thereafter (insofar as may be or become possible) in perpetuity.

9.2 Nothing in this agreement shall give the Licensee any rights in respect of any Intellectual Property in or relating to the Licensed Programme or of any goodwill associated therewith, and the Licensee hereby acknowledges that it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in the Licensor.

10. OVERSPILL

The Licensor and Licensee does not grant exclusivity protection (whether terrestrial, cable or satellite) against incidental reception in the Licensed Territory of an overspill transmission of the Licensed Programme originating outside the Licensed Territory. The Licensee and Licensor agrees that the occurrence of such an overspill transmission shall not constitute a breach of this agreement provided that such transmissions are intended for primary reception outside the Territory.

11. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances [the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed OR the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If

the period of delay or non-performance continues for 1 month, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

12. TAXES

The Licensee shall pay all taxes, censorship charges or any other charges (including interest and penalties on any such amounts) now or hereafter imposed or based upon the rental, delivery, licence, exhibition, possession or use under this agreement to or by the Licensee of the Licensed Programme or any other material and shall not at any time hold the Licensor liable for these, so that the Licensor shall receive all fees and monies due to it under this agreement as if any such charges did not apply.

13. SUBLICENSING

The Licensee shall not assign or sub-license its rights under this agreement (whether to a sub-distributor, sub-licensee, sub-agent or otherwise) without the Licensor's prior written consent. The Licensor shall be freely entitled to assign the benefit of this agreement to any third party.

14. ENTIRE AGREEMENT

14.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. NO PARTNERSHIP OR AGENCY

16.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17. CONFIDENTIALITY

- 17.1 The Licensee undertakes that it shall not at any time disclose to any person any confidential information concerning the underlying deal structure or the terms and conditions of this agreement or the business, affairs, customers, clients or suppliers of the Licensor and for a period of five years after termination of this agreement, except as permitted by paragraph 17.2.
- 17.2 The Licensee may disclose the Licensor's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this paragraph 17;
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
 - (c) with prior written permission from the Licensor.
- 17.3 The Licensee shall not use the Licensor's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this agreement.
- 17.4 Both parties shall, during the Licence Period, comply with all applicable Data Protection Legislation. Both parties understand and acknowledge that they may come into possession of personal data (as defined by the Data Protection Act 2018) under the control of the other party ("Data Controller"). The recipient of such data warrants that, to the extent that performance of its obligations hereunder involves or necessitates the processing of such personal data, it shall act only on and in accordance with the instructions and directions of the Data Controller.
- 17.5 Both parties shall take and implement all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of any personal data they control or process under or in connection with this agreement.
18. COUNTERPARTS
- 18.1 This agreement may be executed in two counterparts, each of which when executed shall constitute a duplicate original, but each of the counterparts shall together constitute the one agreement.
- 18.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) OR the executed signature page of a counterpart of this agreement] by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 18.3 No counterpart shall be effective until each party has executed at least one counterpart.
19. VARIATION
- No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
20. NOTICES
- 20.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address set out in the Deal Terms or such other address as the recipient may designate by notice given in accordance with this clause; or
 - (b) sent by fax to its main fax number.
- 20.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address];
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
 - (c) if sent by fax, at 9.00 am on the next Business Day after transmission.
- 20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 20.4 A notice given under this agreement is not valid if sent by email OR Delivery by email shall not be deemed service of written notice where notice is required to be given by a party pursuant to paragraph 8 or paragraph 14.
21. SEVERANCE
- 21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not

affect the validity and enforceability of the rest of this agreement.

- 21.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation

(including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).