



## NEGOTIATION AGENCY TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

1.1 This Agreement comprises the Deal Arrangements together with these Negotiation Agency Terms and Conditions and any and all Appendices which are attached to the Deal Arrangements or which are otherwise agreed by the Parties from time to time to be incorporated into this Agreement.

1.2 In the event of a conflict between the terms of the Deal Arrangements and the terms of these Negotiation Agency Terms and Conditions, the terms of the Deal Arrangements shall prevail.

1.3 In this Agreement:

<b>“Actual Receipts”</b>	the actual monetary amounts received pursuant to Licence Agreements during the Term and after the end of the Term from any Licence Agreements that continue beyond the end of the Term (including any sell-off period permitted under such Licence Agreements) including without limitation all advances, royalties, fees and minimum guarantee payments, LESS (i) any value added or equivalent sales tax; and (ii) any costs in connection with entering into, managing and/or servicing the Licence Agreements as agreed between the Parties in advance of entry into the Licence Agreement. For the avoidance of doubt such sums shall not include any amounts withheld or retained for any reason by Licensees;
<b>“Associate”</b>	in relation to a person: (i) each parent undertaking of that person from time to time; and (ii) each subsidiary undertaking of that person or of any of that person's parent undertakings from time to time ("parent undertaking" and "subsidiary undertaking" having the meanings given to them in section 1162 of the Companies Act 2006);
<b>“Business Day”</b>	a day (excluding Saturdays and Sundays and public holidays in England) on which banks are open for business in London;
<b>“Commission”</b>	the commission payable to ITV by the Principal as set out in the Deal Arrangements;
<b>“Claims”</b>	any and all actions, claims and proceedings and any and all damages, demands, expenses, fines, liabilities, or losses, including reasonable legal fees and costs and VAT thereon;
<b>“Insolvency Event”</b>	the occurrence of any of the following events or circumstances (or any analogous event or circumstance in a jurisdiction other than England and Wales) in relation to the relevant entity: (i) being deemed unable to pay its debts as defined in section 123 Insolvency Act 1986 without any requirement to prove any matter stated in that section to a court; (ii) proposing a voluntary arrangement; (iii) steps being taken for a receiver, administrator or manager to be appointed over the whole or a material part of its business or assets; (iv) an order being made, a resolution passed or other steps being taken for its winding-up (except for the purposes of a bona fide solvent reorganisation), bankruptcy or dissolution; (v) otherwise

	proposing or entering into any composition or arrangement with its creditors or any class of them; or (vi) ceasing to carry on business or claiming the benefit of any statutory moratorium;
<b>“Intellectual Property Rights”</b>	patents, trade marks, service marks, brand names, copyright, rights in computer software, moral rights, design rights, domain names, registered designs, know how, database rights, confidential information and/or any other intellectual or industrial property rights of whatsoever nature whether or not registered or capable of registration and whether subsisting in the Territory or elsewhere;
<b>“ITV Group”</b>	ITV and each Associate of ITV from time to time; and the phrase "member of the ITV Group" will be construed accordingly;
<b>“ITV Indemnified Parties”</b>	ITV, the members of the ITV Group and their respective officers, directors, agents and employees;
<b>“Laws”</b>	all applicable laws, statutes, ordinances, rules and regulations (including those contained in any relevant trade agreements) and requirements of all governmental agencies and regulatory bodies whether now or in the future in force;
<b>“Licence Agreement”</b>	has the meaning given in the Deal Arrangements;
<b>“Licensees”</b>	parties with whom Principal or ITV (as applicable) has entered into a Licence Agreement;
<b>“Parties”</b>	means the parties listed in the Deal Arrangements and “Party” shall mean each of them;
<b>“Programme”</b>	the programme(s) listed in the Deal Arrangements, including all literary, dramatic, artistic, musical and computer generated material, the title, title sequence and any visual and/or audio element incorporated into or synchronised with or otherwise forming part of the programme(s);
<b>“Property”</b>	the Intellectual Property Rights in or related to the Programme, including but not limited to the registered trade marks, unregistered trade marks and copyright material listed in the Appendix to the Deal Arrangements and/or material provided by or on behalf of the Principal for use by ITV in connection with this Agreement;
<b>“Prospective Licensee”</b>	a person or organisation with whom ITV has discussed a licensing arrangement in connection with the Property, the identification of such persons or organisations to be determined in ITV’s sole discretion but which may include without limitation ITV commercial contacts with advertisers and/or sponsors;
<b>“Quarterly Period”</b>	each of the following periods in each calendar year: 1 January to 31 March; 1 April to 30 June; 1 July to 30 September; and 1 October to 31 December;

<b>“Quarterly Report”</b>	has the meaning as set out in clause 7.2;
<b>“Records”</b>	has the meaning set out in clause 7.8;
<b>“Services”</b>	means the services set out in the Deal Arrangements;
<b>“Style Guide”</b>	Has the meaning as set out in clause 5.9;
<b>“Term”</b>	has the meaning given in the Deal Arrangements, subject to earlier termination in accordance with these Negotiation Agency Terms and Conditions, and any extensions and renewals; and
<b>“Territory”</b>	has the meaning given in the Deal Arrangements.

- 1.4 In this Agreement, unless specified otherwise or the context otherwise requires:
- a) capitalised terms used but not defined in these Negotiation Agency Terms and Conditions shall have the meaning attributed to them in the Deal Arrangements;
  - b) references in this Agreement to agreement, approval or consent by ITV shall mean agreement, approval or consent in writing obtained in advance. Save as expressly stated otherwise, any such approval shall be at ITV's sole discretion;
  - c) any reference to a directive, statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") shall be construed as including a reference to such legislation as the same may from time to time be amended, modified, extended, superseded, replaced, consolidated or re-enacted whether before or after the date of this Agreement, and to all statutory instruments, orders, regulations, instruments or other subordinate legislation for the time being made pursuant to such legislation; and
  - d) references to clauses, schedules and sub-divisions of them are references to the clauses of, and schedules to, of this Agreement and sub-divisions of them respectively, unless otherwise stated.
- 1.5 Unless the context requires otherwise, in this Agreement words denoting the singular shall include the plural and vice versa.
- 1.6 Any reference in this Agreement to ITV's right to exploit or exercise any right shall be deemed to include a right to license, permit or authorise others to undertake such activity.
- 1.7 Any phrase in this Agreement 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.
- 1.8 The headings in this Agreement are for convenience only and shall not limit, govern or otherwise affect the construction of any provision and any reference to a clause or appendix is to the relevant clause or appendix of or to this Agreement.
- 1.9 For the avoidance of doubt, any rights acquired by ITV in this Agreement are acquired in addition and without prejudice to the rights acquired by the ITV Group pursuant to any other agreement between the Principal and a member of the ITV Group (including any agreement commissioning the Programme for linear broadcasting).

## 2. **APPOINTMENT**

- 2.1 The Principal hereby appoints ITV on a non-exclusive basis as its agent to negotiate potential licensing and related deals for the Property and to provide the Services in the Territory during the Term on the terms of this Agreement and ITV hereby accepts the appointment on those terms.
- 2.2 The Principal hereby grants to ITV a non-exclusive licence to use the Property (including any trade marks) in connection with the provision of the Services and in connection with Licence Agreements subject to the terms of this Agreement.

## 3. **ITV'S UNDERTAKINGS**

ITV undertakes and agrees with the Principal during the Term of this Agreement:

- 3.1 to act towards the Principal conscientiously and in good faith and not to allow its interests to conflict with the duties that it owes to the Principal under this Agreement and any Laws;
- 3.2 to comply with all reasonable and lawful instructions of the Principal from time to time in connection with the Services and/or potential exploitation of the Property, and generally to carry out its agency in such manner as it thinks best to promote the interest of the Principal;
- 3.3 to act with due care and diligence in performing the Services;
- 3.4 to act in accordance with sound commercial principles in its relations with Licensees and Prospective Licensees;
- 3.5 to keep the Principal informed of progress with Prospective Licensees and/or potential licensing deals and to provide the Principal with reports on request (save that ITV shall not be required to provide more than one report in every Quarterly Period); and
- 3.6 not actively to seek prospective licensing deals outside the Territory.

## 4. **PRINCIPAL'S UNDERTAKINGS**

The Principal undertakes and agrees with ITV during the Term of this Agreement:

- 4.1 to act at all times in its relations with ITV dutifully and in good faith;
- 4.2 to supply to ITV in a timely manner at the Principal's own expense such documentation, information and such other support as ITV may from time to time reasonably require for the purposes of performing the Services and to enable it properly and efficiently to exercise its rights and carry out its obligations under this Agreement and any Licence Agreement (where applicable);
- 4.3 promptly and efficiently to provide reasonable assistance in dealing with any complaint or dispute relating to any Prospective Licensees and/or Licence Agreements; and
- 4.4 to take all necessary steps to protect the Property in the Territory whether by registration or otherwise, including by pursuing any applications and renewing registrations for registered marks;
- 4.5 to take such actions as ITV may reasonably require from time to time to enable ITV to fully comply with its obligations under the Licence Agreements; and

4.6 to exercise any approval right granted under this Agreement in good faith, acting reasonably (and in a manner which does not undermine the commercial bargain between the parties pursuant to this Agreement) and promptly following receipt of request (and within five (5) Business Days, unless specified to the contrary).

## 5. APPROVALS & LICENCE AGREEMENTS

5.1 The process for the approval of Licence Agreements shall be as follows:

- a) in advance of negotiation with any Prospective Licensee, ITV shall submit to the Principal the identity of the Prospective Licensee and an outline of non-binding deal terms which will be the base for negotiation by ITV with the Prospective Licensee ("**Deal Outline**").
- b) The Principal shall have five (5) Business Days to approve the Deal Outline. If:
  - i. the Principal approves the Deal Outline or does not reply within five (5) Business Days (in which case approval shall be deemed to have been given), ITV shall proceed to negotiate the Deal Outline and further details of the deal with the Prospective Licensee. As part of these negotiations, ITV shall inform the Prospective Licensee that any deal is subject to Principal approval and subject to contract but ITV may identify itself as being permitted to negotiate the deal on behalf of the Principal;
  - ii. the Principal notifies ITV within five (5) Business Days that it does not approve the Deal Outline and indicates that it would give its approval subject to certain amendments to the Deal Outline, ITV shall, where in its discretion it considers appropriate, make changes to the Deal Outline and re-submit them to the Principal in accordance with clause 5.1a).
- c) Following approval of the Deal Outline by the Principal, ITV may negotiate additions, deletions and changes to the approved Deal Outline as it may consider reasonable and in-keeping with any guidance and/or restrictions provided by the Principal and subject always to Principal final approval.

5.2 Following approval of the Deal Outline by the Prospective Licensee, ITV shall submit the finalised Deal Outline to the Principal and the Party with responsibility for contracting shall (acting reasonably and in good faith) negotiate and finalise a Licence Agreement based on that Party's standard licensing terms and conditions. The Licence Agreement shall permit the contracting Party to share the terms of the Licence Agreement and other information (including revenue reporting) with the other Party to this Agreement and both Parties agree to comply with any confidentiality obligations in the Licence Agreement. Any material changes to the Deal Outline shall be subject to the other Party's prior written approval.

5.3 The Party with responsibility for contracting shall be as set out in the Deal Terms, provided that ITV shall always be the Party with responsibility for contracting if the Prospective Licensee is a programme sponsor or if ITV (acting reasonably) considers that the licensing element of the proposed deal is inextricably linked with ITV's existing commercial relationship with the Prospective Licensee and that the Principal contracting directly with the Prospective Licensee may be prejudicial to the proposed deal and/or ITV's existing commercial relationship.

5.4 For the avoidance of doubt, ITV shall not enter into any Licence Agreement without the prior approval of the Principal to the final Licence Agreement (not to be unreasonably delayed or withheld). The Party which enters into the Licence

Agreement shall promptly provide the other Party with a copy of the final Licence Agreement.

- 5.5 If the Principal or any Principal Associate receives payment from the Prospective Licensee in connection with the prospective deal (or a similar deal) to that set out in the Deal Outline then a Licence Agreement shall be deemed to exist and ITV shall be entitled to Commission.
- 5.6 The Party which contracts the Licence Agreement shall promptly inform the other Party of any material complaints or relationship issues from the Prospective Licensee and/or other material issues under the Licence Agreement. ITV shall be entitled to take over management of the Licensee contact in connection with any matters which may impact on any existing ITV Group relationship with the Licensee and/or any future ITV Group advertising or sponsorship arrangements with that Licensee.
- 5.7 Any extension, amendment or renewal of the Licence Agreement shall be subject to the approval process set out in clauses 5.1 to 5.4 above.
- 5.8 Approval by either Party may be given by email by that Party's Contact (as set out in the Deal Arrangements).
- 5.9 ITV may advertise and promote the Property to Prospective Licensees during the Term in the Territory for the purposes of this Agreement. ITV shall ensure that any promotional material produced by it for the purposes of this Agreement shall materially conform with the guidelines contained in any style book or similar guide ("**Style Guide**") issued by the Principal to ITV. For the avoidance of doubt, ITV shall be under no obligation to produce a Style Guide unless expressly agreed otherwise.

## 6. **TRADE MARKS AND COPYRIGHT**

- 6.1 Subject to the terms of any other agreement between the Principal and any member of the ITV Group, as between the Parties, ITV acknowledges that the Principal is the proprietor of the Intellectual Property Rights comprising the Property. All use of the trade marks comprising the Property by ITV shall inure to the benefit of the Principal.
- 6.2 ITV shall not register or attempt to register the trade marks or other rights comprising the Property either as its own or in any other name.
- 6.3 Where ITV creates any materials in connection with any Prospective Licensee deals and/or Licence Agreements, the Principal shall not use such materials other than in connection with Prospective Licensees or Licence Agreements without ITV's prior approval.

## 7. **COMMISSION AND PAYMENT**

- 7.1 In consideration of ITV's appointment as agent under this Agreement, ITV shall be entitled to the Commission.
- 7.2 The Party to the Licence Agreement shall send to the other Party within 45 (forty-five) days of the end of each Quarterly Period during the term of the Licence Agreement a report setting out the Actual Receipts received by it during the Quarterly Period and the Commission on such Actual Receipts (each a "**Quarterly Report**").
- 7.3 The Party receiving the Quarterly Report may then issue an invoice for either the Commission (if ITV) or the Actual Receipts less Commission (if the Principal).
- 7.4 Any invoices submitted by the Principal to ITV must be accompanied by the

relevant purchase order number; failure to comply fully with this provision shall entitle ITV to reject the invoice. The Principal shall pay any invoice submitted to it by ITV within thirty (30) days. ITV shall pay any invoice submitted to it by the Principal on or before the end of the month following the month of receipt of the invoice.

- 7.5 ITV shall hold any Actual Receipts received by ITV, less ITV's entitlement to the Commission, on trust for the Principal. Notwithstanding the preceding sentence and any other provision of this Agreement, ITV will not be obliged to account to the Principal for interest accruing on the Actual Receipts prior to remittance of such Actual Receipts to the Principal.
- 7.6 All sums payable under this Agreement are exclusive of any VAT and similar taxes and duties which may be chargeable. Subject to receipt of a valid VAT invoice, each Party required to make a payment under this Agreement shall pay to the other Party at the time the payment becomes due an amount equal to the VAT properly chargeable on such payment.
- 7.7 If any amount payable by either Party pursuant to or in connection with this Agreement is not paid when it is due then that amount will bear interest at the rate of two per cent (2%) above the base rate from time to time of Barclays Bank plc, accruing (but not compounding) on a daily basis from the due date until payment is made (after as well as before judgment).
- 7.8 The Principal and/or ITV (as applicable, depending on which Party collects the Actual Receipts) shall during the Term keep separate, complete and accurate books of account and records in respect of all transactions which relate to or affect the calculation of the Actual Receipts ("**Records**"). The Principal and/or ITV (as applicable) shall procure that the other Party and its representatives have reasonable access to its offices to inspect and audit the Records (at the relevant Party's sole cost and with the right to make copies and take excerpts) upon reasonable notice during normal business hours during the Term, but in any event not more than once in any 12 month period. If such examination reveals an underpayment to the other Party, the underpaying Party shall pay immediately the full amount of any underpayment due. Where the amount of such underpayment is in excess of five per cent (5%) of the amount properly payable, the underpaying Party shall also pay interest on the underpayment at the rate set out in clause 7.7.

## 8. **WARRANTIES AND INDEMNITY**

- 8.1 The Principal warrants, represents and undertakes that:
- a) it has the full power, right (including Intellectual Property Rights) and authority to enter into this Agreement and to fulfil its obligations;
  - b) the Principal is the owner of the Property;
  - c) the appointment of ITV pursuant to this Agreement and the activities to be carried out by ITV or the Licensees as contemplated by this Agreement shall not infringe or conflict with the rights of any third party (including any Intellectual Property Rights);
  - d) it has obtained all necessary consents, grants, clearances, rights and waivers (including any waivers of moral rights) to enable ITV to take the Property to market on the basis approved by Principal and to enable the entry into Licence Agreements free from any liens, claims and encumbrances;

- e) all material supplied to ITV by the Principal shall be cleared for use such that it may be exploited by ITV or the Licensee on and subject to the terms of this Agreement and any Licence Agreement;
- f) it will promptly take such action and provide ITV with such assistance and information as ITV may reasonably require from time to time for the purposes of taking the Property to market and enabling ITV to properly and efficiently exercise its rights and perform its obligations under this Agreement and any Licence Agreement;
- g) all information, records and data provided to ITV by or on behalf of the Principal are accurate in all respects, complete and up to date; and
- h) no claim or litigation is pending or threatened in respect of the Property.

8.2 The Principal shall indemnify and keep indemnified each ITV Indemnified Party from and against any and all Claims:

- a) arising from any breach by the Principal (whether actual or alleged) of this Agreement (including any breach of the warranties given by the Principal under this Agreement);
- b) arising from a failure by the Principal to comply with any requirements of, or obligations to be performed under any Licence Agreement (including in connection with any claims brought by Licensees against ITV);
- c) arising from any assertion that ITV's appointment as agent in accordance with this Agreement constitutes an infringement of a third party's rights (including Intellectual Property Rights) or an infringement of Laws; or
- d) arising directly as a consequence of any act or omission of the Principal, its agents or contractors in connection with the Programme or the Property (save for any act or omission specifically requested or advised by ITV).

ITV will promptly notify the Principal in writing of any Claim to which this indemnity applies. The Principal shall take such action and provide such information and assistance (including without limitation reasonable access to its premises and personnel) as the ITV Indemnified Parties may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against a third party the ITV Indemnified Parties' rights in relation to any Claim. ITV shall consult with and keep the Principal informed about the conduct of any such proceedings and shall not settle any third party Claim without the approval of the Principal, such approval not to be unreasonably withheld or delayed.

8.3 ITV warrants and represents that it has the full power, right and authority to enter into this Agreement and to fulfil its obligations as set out hereunder.

## 9. LITIGATION AND REGULATORY

9.1 The Principal shall:

- a) promptly notify ITV of any proceedings, litigation claims, complaints or other action made or threatened in respect of any of the Programmes and/or the Property (or any part of it) and provide ITV with full particulars of the same; and
- b) disclose and supply to ITV in utmost good faith all facts, circumstances, information, documents and material which might reasonably be considered relevant or which ITV may reasonably request to enable ITV to



satisfy itself that the Principal is not in breach of any of its representations, undertakings and warranties set out in this Agreement.

## 10. COMPLIANCE WITH ANTI-CORRUPTION REQUIREMENTS

10.1 Each Party shall and shall procure that its Associates and any third parties performing services on behalf of such Party in connection with this Agreement shall:

- a) comply with all applicable Laws and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010;
- b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- c) immediately notify the other Party (in writing) if it or any of its employees, agents or other persons who perform or have performed services for it or its on behalf is investigated by any law enforcement agency or customer in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws.

## 11. LIABILITY

11.1 Nothing in this Agreement shall limit either Party's liability for death or personal injury resulting from its negligence or for fraud, fraudulent misstatement or fraudulent misrepresentation or to any extent not permitted by applicable Laws.

11.2 Except where expressly provided, neither of the Parties will be liable to the other for any indirect or consequential loss, cost, expense or damage of any kind in respect of any matter arising out of this Agreement, a Licence Agreement or the Licensee's acts or omissions, whether in contract, tort (including but not limited to negligence), for breach of statutory duty or otherwise. For the avoidance of doubt, this limitation also applies to the indemnity at clause 8.2.

## 12. INSURANCE

The Principal shall take out and maintain adequate insurance on terms reasonably satisfactory to ITV with a reputable insurer to cover the liabilities of the Principal arising under or in connection with this Agreement, including all losses, claims, demands, proceedings, damages, costs, charges and expenses which may result from the fault or negligence of the Principal in carrying out or purporting to carry out its obligations under or in connection with this Agreement.

## 13. TERMINATION OF TERM

13.1 Either Party ("**Non-Defaulting Party**") may terminate this Agreement and the appointment of ITV as agent under this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other Party ("**Defaulting Party**") if:

- a) the Defaulting Party commits a material breach of any of its obligations under this Agreement and, if the breach is capable of remedy, fails to remedy it during the period of fourteen (14) days starting on the date of receipt of notice from the Non-Defaulting Party which specifies the breach and requires it to be remedied; or
- b) the Defaulting Party suffers an Insolvency Event.

13.2 This Agreement and the appointment of ITV under it will expire automatically at the end of the Term, provided that in respect of any Licence Agreement which has been entered into before, and which remains in force following, the termination or expiry

of this Agreement (for whatever reason), any relevant rights and any relevant obligations of the Parties (including without limitation ITV's rights to the Commission under this Agreement) shall continue to apply until the expiry of such Licence Agreement including any amendment, renewal or extension.

13.3 Without prejudice to clause 13.2, for a period of one (1) year following expiry or termination of this Agreement, or, if later, the applicable Licence Agreement, the Principal shall not, directly or indirectly, license the equivalent rights (or any part of them) as granted under a Licence Agreement or permit any other party from granting such rights to a Licensee (or any of the Licensee's Associates) without ITV's prior written approval and subject to the payment of an appropriate commission to be agreed between the Parties.

13.4 Other than as set out in this clause 13, the appointment of ITV as agent pursuant to this Agreement will be irrevocable until expiry.

13.5 The following provisions of this Agreement survive its termination or expiry: 1, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and any other clause that expressly or impliedly survives termination or expiry.

14. **NO OBLIGATION TO EXPLOIT**

14.1 ITV shall be under no obligation to procure the exploitation of the Property or any part of it.

15. **ASSIGNMENT**

15.1 ITV may at any time assign at law or in equity (including by way of a charge or declaration of trust) any rights under this Agreement, or sub-contract any or all of its obligations under it to any member of the ITV Group.

15.2 Save as expressly provided in clause 15.1, neither Party shall without the prior written consent of the other Party (such consent not to be unreasonably, withheld or delayed) assign at law or in equity (including by way of a charge or declaration of trust) any of its rights under this Agreement, or sub-contract any or all of its obligations under it or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.

16. **CONFIDENTIALITY**

16.1 Each Party shall:

- a) preserve the confidentiality of all confidential information concerning the business or affairs of the other Party which it receives (including the terms of this Agreement and any other information which it might reasonably expect to be considered confidential) and which is shared in relation to the subject matter of this Agreement (including any information shared prior to the commencement of the Term and any information related to the Licence Agreements);
- b) keep such information secure and protected against theft, damage, loss or unauthorised access;
- c) not use or disclose such information for any purpose except as contemplated by this Agreement or the relevant Licence Agreement; and
- d) ensure that these obligations are observed by its employees, officers, agents and contractors,

in each case for a period of five years following receipt of the relevant information.

- 16.2 The confidentiality obligations imposed by clause 16.1 shall not apply to information to the extent that such information:
- a) is approved for release (on a limited or general basis) by the disclosing Party;
  - b) is already in or subsequently comes into the public domain through no fault of the recipient, its employees, officers, agents or contractors;
  - c) is lawfully received by the recipient from a third party on an unrestricted basis; or
  - d) is legally required to be disclosed by applicable Laws or court order, or by the listing rules of any relevant stock exchange.
- 16.3 The Principal shall not make any announcement relating to this Agreement or its subject matter without the approval of ITV, except as required by Law or by any legal or regulatory authority.

## 17. **NOTICES**

- 17.1 Any notice required under this Agreement shall not be valid unless in writing in English and given by hand or sent by first class pre-paid post at the address for such Party shown at the start of this Agreement, or such other contact details as may subsequently be notified for this purpose with a copy to be sent to: Head of Legal, Brands, Interactive, On Demand & Online, 200 Gray's Inn Road, London WC1X 8HF. Provided that any notice complies with the foregoing, any notice given by first class pre-paid post shall be deemed to have been given on the third Business Day after posting, and any notice given by hand shall be deemed to have been given on the day of delivery.
- 17.2 For the avoidance of doubt, the Parties agree that the provisions of this clause 17 shall not apply in relation to the service of any process in any legal action or proceedings.
- 17.3 For the avoidance of doubt, notices shall not be validly served if sent by email.

## 18. **SEVERABILITY**

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The Parties agree, in such circumstances, to attempt in good faith to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

## 19. **ENTIRE AGREEMENT AND VARIATION**

- 19.1 Subject to clauses 1.9 and 19.2, this Agreement constitutes the entire agreement and understanding of the Parties relating to its subject matter and supersedes all prior arrangements and understandings, whether written or oral, relating to such subject matter.
- 19.2 Nothing in this Agreement shall operate so as to terminate or amend any agreements between the Principal and ITV or any member of the ITV Group relating to the commissioning of the production or acquisition of any of the Programmes or any content related to the same.

19.3 Each of the Parties acknowledges and agrees that in entering into this Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause 19.3 it might otherwise have had in relation to any of the foregoing.

19.4 No modification or variation of this Agreement (or any document entered into pursuant to or in connection with this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by email.

19.5 Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the Parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

## 20. **WAIVER AND REMEDIES**

No failure, delay or omission by any Party in the exercise of any right, power, privilege, claim or remedy under this Agreement shall operate as a waiver of any such right, power, privilege, claim or remedy or of any provisions or subsequent breach by the other Parties. In addition, no single or partial exercise of any right, power, privilege, claim or remedy shall preclude any other or further exercise of any such right, power, privilege, claim or remedy all of which are (unless expressly provided otherwise in this Agreement) several and cumulative and not exclusive of each other or of any other rights or remedies otherwise available at law or in equity.

## 21. **NO PARTNERSHIP**

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or any of them. Nothing in this Agreement is intended to authorise the Principal to act as agent for ITV and the Principal shall have no authority to act in the name or on behalf of or otherwise to bind ITV in any way or to hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with ITV, save as expressly provided otherwise in this Agreement.

## 22. **GOVERNING LAW AND JURISDICTION**

22.1 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.

22.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement (including this jurisdiction clause) or its subject matter or formation (including non-contractual disputes or claims), save that in respect of any action brought by ITV or any member of the ITV Group against the Principal, the Parties also consent to the jurisdiction of the courts of the territory where the Principal is established (if outside England and Wales).

23. **RIGHTS OF THIRD PARTIES**

23.1 Each ITV Indemnified Party may rely upon and enforce any terms of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 provided that ITV consents to such reliance and/or enforcement.

23.2 Notwithstanding clause 23.1, the Principal and ITV may by agreement in writing rescind or vary any of the provisions in this Agreement in any way without the consent of any third party.

23.3 Except as provided in clause 23.1, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. **FURTHER ASSURANCE**

24.1 The Principal shall execute or cause to be executed all such other documents and do or cause to be done all such further acts and things consistent with the terms of this Agreement as ITV may from time to time require for the purpose of giving ITV the full benefit of the provisions of this Agreement.

25. **COUNTERPARTS**

25.1 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Agreement is not effective until each Party has executed at least one counterpart.

Issue: December 2014