



SALES AGENCY TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

“Actual Receipts”	Means the actual monetary amounts received by ITV both 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) from the exploitation of the Commercial Rights, including without limitation all advances, royalties, fees and minimum guarantee payments, LESS (i) any value added or equivalent sales tax for which ITV is required to account to a competent tax authority; and (ii) the reasonable costs of entering into, managing and servicing the Licence Agreements, including but not limited to the costs of production of any assets to be licensed (such as style guides) to the extent that such costs are not paid directly by the Licensee. For the avoidance of doubt such sums shall not include any amounts withheld or retained for any reason by Licensees;
“Associate”	Means 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);
“Bribery”	Means conduct which constitutes an offence under the Bribery Act 2010 or which would constitute an offence under the Bribery Act 2010 if that Act were in force in the jurisdiction where the conduct took place;
“Business Day”	Means a day (excluding Saturdays and Sundays and public holidays in England) on which banks are open for business in London;
“Commercial Rights”	Means the rights listed in the Deal Arrangements, and the right to create and distribute Promotional Material in connection with such rights, but in each case excluding the right to use the name, physical likeness, voice or biography of any actor, performer, writer, director or other person rendering services in connection with the Programme unless otherwise specified;
“Commission”	Means the commission payable to ITV by the Principal as set out in the Deal Arrangements;
“Claims”	Means any and all actions, claims or proceedings, and any and all damages, demands, expenses, fines, liabilities, or losses, including reasonable legal fees and costs and VAT thereon;
“Insolvency Event”	Means 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;
“Intellectual Property Rights”	Means 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;
“ITV Group”	Means ITV and each Associate of ITV from time to time; and the phrase "member of the ITV Group" will be construed accordingly;
“ITV Indemnified Parties”	Means ITV, the members of the ITV Group and their respective officers, directors, agents and employees;
“Laws”	Means 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;
“Licence Agreement”	has the meaning given in clause 2.1;
“Licensees”	Means parties with whom ITV has entered into a Licence Agreement pursuant to this Agreement;
“Modern Slavery”	Means conduct which constitutes an offence under the UK’s Modern Slavery Act 2015, or which would constitute an offence under the Modern Slavery Act 2015 if that Act were in force in the jurisdiction where the conduct took place;
“Parties”	Means the parties listed in the Deal Arrangements and “Party” shall mean each of them;
“Principal Personnel”	Means any employee of the Principal and any subcontractor, agent or any other individual who may perform any services on behalf of the Principal in connection with this Agreement;
“Programme”	Means 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);
“Promotional Material”	Means advertising, marketing and promotional material created by Licensees or ITV including but not limited to advertisements in any media, point of sale and packaging

	material;
“Property”	Means the Intellectual Property Rights in or related to the Programme, including but not limited to the registered trade marks, rights 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;
“Quarterly Period”	Means 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;
“Quarterly Report”	has the meaning given in clause 7.2;
“Records”	has the meaning given in clause 7.6;
“Relevant Law”	Means any statute, enactment, ordinance, order, regulation, guidance or other similar instrument (including those relating to Bribery and Modern Slavery) in the Territory, which relate to the performance of this Agreement;
“Required Legal Notice”	Means the notice set out in the Deal Arrangements;
“Tax Evasion”	Means conduct that constitutes any criminal offence of tax evasion or facilitation of tax evasion in any jurisdiction, including the tax evasion facilitation offences under section 45(1) and 46(1) of the Criminal Finances Act 2017;
“Term”	has the meaning given in the Deal Arrangements, subject to earlier termination in accordance with these Sales Agency Terms and Conditions, and any extensions and renewals; and
“Territory”	has the meaning given in the Deal Arrangements.

1.2 In this Agreement, unless specified otherwise or the context otherwise requires:

- a) capitalised terms used but not defined in these Sales 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.
- 1.3 Unless the context requires otherwise, in this Agreement words denoting the singular shall include the plural and vice versa.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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 as its agent to negotiate, secure and enter into as agent for the Principal, and thereafter to manage, binding contractual arrangements for the exploitation of the Commercial Rights (each a "**Licence Agreement**") in the Territory during the Term on the terms of this Agreement and ITV hereby accepts the appointment on those terms.
- 2.2 The appointment shall be on the basis of the Agreed Exclusivity. If the Agreed Exclusivity is exclusive, the Principal shall not, except to the extent approved in writing by ITV, during the Term:
 - a) appoint any other person, firm or company as its agent, distributor or franchisee for the exploitation of the Commercial Rights in the Territory; or
 - b) make offers or quotations to or negotiate with any person in respect of the Commercial Rights in the Territory, and shall refer all such possible transactions to ITV.
- 2.3 The Principal hereby grants to ITV a licence to use the Property for the Term in connection with the exploitation of the Commercial Rights and on Promotional Material on and 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 applicable Laws;
- 3.2 to comply with all reasonable and lawful instructions of the Principal from time to time concerning the exploitation of the Commercial Rights in the Territory, 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 negotiating, securing, entering into and managing contracts for the exploitation of the Commercial Rights on behalf of the Principal;
- 3.4 to act in accordance with sound commercial principles in its relations with Licensees and potential Licensees;
- 3.5 to keep the Principal informed of its activities concerning the exploitation of the Commercial Rights 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);
- 3.6 to issue invoices to Licensees (in a form suitable for value added tax or other sales tax purposes) in respect of the exploitation of the Commercial Rights under this Agreement and to collect payment for the same; and
- 3.7 not actively to seek to enter into contracts for the exploitation of the Commercial Rights 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 exploiting the Commercial Rights 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 the exploitation of the Commercial Rights in the Territory;
- 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 any 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) ITV shall submit to the Principal a set of non-binding deal terms setting out the key terms relating to the potential grant of a Licence Agreement ("**Licensee Deal Terms**").
 - b) The Principal shall have five (5) Business Days to approve the Licensee Deal Terms. If:
 - i. the Principal approves the Licensee Deal Terms or does not reply within five (5) Business Days (in which case approval

shall be deemed to have been given), ITV shall prepare a contract (a “**Draft Licence Agreement**”) between ITV and the potential Licensee, reflecting the approved Licensee Deal Terms and to be based on its standard licence agreement (as amended from time to time), and issue such Draft Licence Agreement to the Licensee. The Principal acknowledges and agrees that the Principal has reviewed and approved ITV’s standard licence agreement as of the Effective Date;

- ii. the Principal notifies ITV within five (5) Business Days that it does not approve the Licensee Deal Terms and indicates that it would give its approval subject to certain amendments to the Licensee Deal Terms; ITV shall, where in its discretion it considers appropriate, use reasonable endeavours to secure changes to the Licensee Deal Terms and re-submit them to the Principal in accordance with clause 5.1a.
- c) Upon request by the potential Licensee, ITV may agree any such additions, deletions and changes to Draft Licence Agreements as are required during negotiations with the potential Licensee provided that these do not materially contradict the approved Licensee Deal Terms. ITV shall provide a copy of the final Draft Licence Agreement to the Principal for approval. In the event that the Principal does not reply within five (5) Business Days approval shall be deemed to have been given. Once the Draft Licence Agreement has been signed by ITV and the Licensee (at which point it becomes a “Licence Agreement” as defined in clause 2.1), ITV shall send a copy to the Principal if requested by the Principal.

5.2 Any extension, amendment or renewal of a Licence Agreement shall be subject to the approval process set out in clause 5.1 above.

5.3 Approval by either Party may be given by email by that Party’s Contact (as set out in the Deal Arrangements).

5.4 ITV may advertise and promote the Property during the Term in the Territory for the purposes of exploiting the Commercial Rights under the terms of this Agreement. ITV shall ensure that material produced by it for the purposes of exploiting the Commercial Rights under the terms of this Agreement shall materially conform with the guidelines contained in any style book or similar guide (“**Style Guide**”) either issued by the Principal to ITV or produced by ITV and approved by the Principal.

5.5 ITV shall require that Licensees submit any Promotional Material, products and other material produced under Licence Agreements to ITV (including formats for live events) for ITV’s approval. Such approval shall be within the discretion of ITV provided such material complies with the Style Guide (where applicable).

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, to the extent relevant to the exploitation of the Commercial Rights, the Principal is the proprietor of the Intellectual Property Rights comprising the Property. All use of the trade marks within the Property by ITV and the Licensees shall inure to the benefit of the Principal.

6.2 ITV shall cause to appear on any Promotional Material (and where appropriate on any products and other material) produced under Licence Agreements the Required Legal Notice and such notices with respect to the Principal’s copyright, trade marks or other rights as the Principal shall request and require from time to time.

- 6.3 ITV shall bring to the immediate attention of the Principal any actual or threatened improper or wrongful use of the rights comprising the Property of which ITV becomes aware at any time during the Term and ITV shall assist the Principal in protecting the rights comprising the Property at the Principal's sole cost and expense.
- 6.4 ITV shall not register or attempt to register the marks or other rights comprising the Property either as its own or in any other name.
- 6.5 At the request of the Principal, ITV shall co-operate with the Principal at the expense of the Principal (unless otherwise agreed), in the filing of:
- a) any application for registration of any trade or service mark relating to the Commercial Rights and/or to record any Licence Agreements; and
 - b) any other application for registration of any other right comprising the Property.

7. COMMISSION AND PAYMENT

- 7.1 In consideration of ITV's appointment as sales agent in the Territory hereunder, ITV shall be entitled to retain the Commission.
- 7.2 ITV shall send to the Principal within forty-five (45) days of the end of each Quarterly Period during the Term (and until the end of the Licence Agreements) a report setting out the Actual Receipts received by it during that Quarterly Period and the Commission on such Actual Receipts (each a "**Quarterly Report**"). At the same time as each Quarterly Report is submitted, ITV shall send a purchase order number to the Principal and the Principal shall then send to ITV an invoice for the Actual Receipts as set out in the Quarterly Report, less the Commission. The Principal's invoice must be accompanied by the relevant purchase order number; failure to comply fully with this provision shall entitle ITV to reject the invoice. ITV shall pay the invoice by the later of (i) the last day of the month following the month in which the invoice is dated; or (ii) the last day of the month following the month in which the invoice is received by ITV.
- 7.3 ITV shall hold all Actual Receipts, 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.
- 7.4 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.
- 7.5 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).
- 7.6 ITV 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 (as applicable) ("**Records**"). ITV shall procure that the Principal and its representatives have reasonable access to its offices to inspect and audit the Records (at the Principal'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 Principal, ITV shall pay to the Principal 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, ITV shall also interest on the underpayment at the rate set out in clause 7.5.

7.7 Notwithstanding anything to the contrary in this Agreement, ITV shall not be obliged to make available any Records to the extent that to do so would be contrary to applicable Laws or any binding duty of confidentiality owed to any third party.

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 Commercial Rights;
- 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 enter into Licence Agreements for the exploitation of the Commercial Rights 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 exploiting the Commercial Rights 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;
- h) no claim or litigation is pending or threatened in respect of the Property or the Commercial Rights;
- i) it has put in place and shall maintain throughout the term of this Agreement all processes, procedures and compliance systems reasonably necessary to ensure that Modern Slavery and/or Bribery and/or Tax Evasion does not occur within the Principal's business or down its supply chain; and
- j) it shall and shall procure that all persons associated with it (including without limitation all Principal Personnel) shall: (1) comply with all Relevant Laws in performing the Agreement; and (2) not engage in any activity, practice or conduct which would constitute Bribery and/or Modern Slavery and/or Tax Evasion.

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. **LIABILITY**

10.1 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.

10.2 Except where expressly provided, neither Party 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 exercise of the Commercial Rights, 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.

11. **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.

12. **TERMINATION OF TERM**

12.1 Either Party ("**Non-Defaulting Party**") may terminate this Agreement and the appointment of ITV as agent in respect of the Commercial Rights (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.

12.2 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.

12.3 Without prejudice to clause 12.2, 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 to grant such rights to a Licensee (or any of the Licensee's Associates) without ITV's prior written approval and subject to payment of an appropriate commission to be agreed between the Parties.

12.4 Other than as set out in this clause 12, the appointment of ITV as agent pursuant to this Agreement will be irrevocable until expiry.

12.5 The following provisions of this Agreement survive its termination or expiry: 1, 7, 8, 9, 10, 11, 12, 13, 15, 18, 19, 20, 21, 22, 23 and 24 and any other clause that expressly or impliedly survives termination or expiry.

13. **NO OBLIGATION TO EXPLOIT**

ITV shall be under no obligation to exploit or procure the exploitation of the Commercial Rights or any part of them.

14. **ASSIGNMENT**

14.1 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.

14.2 Save as expressly provided in clause 14.1, 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.

15. **CONFIDENTIALITY**

15.1 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.

15.2 The confidentiality obligations imposed by clause 15.1 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; or
- c) is lawfully received by the recipient from a third party on an unrestricted basis.

15.3 Either Party may disclose confidential information to the extent that it is legally required to be disclosed by applicable Laws or court order, or by the listing rules of any relevant stock exchange.

15.4 The Principal shall not make any announcement relating to this Agreement or its subject matter without the approval of ITV, except as required by Laws or by any legal or regulatory authority.

16. **NOTICES**

16.1 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, UK Brands, 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.

16.2 For the avoidance of doubt, the Parties agree that the provisions of this clause 166 shall not apply in relation to the service of any process in any legal action or proceedings.

16.3 For the avoidance of doubt, notices shall not be validly served if sent by email.

17. **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.

18. **ENTIRE AGREEMENT AND VARIATION**

18.1 Subject to clauses 1.7 and 18.2, 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.

18.2 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.

18.3 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 18.3 it might otherwise have had in relation to any of the foregoing.

18.4 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.

18.5 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.

19. **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.

20. **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.

21. **GOVERNING LAW AND JURISDICTION**

21.1 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.

21.2 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).

22. **RIGHTS OF THIRD PARTIES**

22.1 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.

22.2 Notwithstanding clause 22.1, 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.

22.3 Except as provided in clause 22.1, 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.

23. **FURTHER ASSURANCE**

23.1 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.

24. **COUNTERPARTS**

24.1 This Agreement may be executed in any number of counterparts and by the Parties to it 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.