

**ITV COMMERCIAL
A DIVISION OF ITV BROADCASTING LIMITED**

Product Placement Terms and Conditions

1. Interpretation and Scope

- 1.1. This Product Placement Agreement comprises the Product Placement Booking Form together with these Product Placement Term and Conditions including the Glossary attached at Schedule 1 and any additional schedules referred to in the Product Placement Booking Form.
- 1.2. In the event of a conflict between the provisions of the Product Placement Booking Form and the provisions of these Product Placement Terms and Conditions, the provisions of the Product Placement Booking Form shall prevail.
- 1.3. In this Product Placement Agreement:
 - (a) words and expressions shall have their ordinary meaning unless defined in the Product Placement Booking Form, in these Product Placement Terms and Conditions or the Glossary attached at Schedule 1:
 - (b) references to clauses and schedules and sub-divisions of them in these Product Placement Terms and Conditions are references to the clauses of and schedules to these Product Placement Terms and Conditions and sub-divisions of them respectively unless otherwise stated;
 - (c) references to any statute or statutory provision or regulatory code of practice shall include reference to any statute or statutory provision or regulatory code of practice which amends, extends, consolidates or replaces the same and shall include any directions, orders, regulatory codes of practice, instruments or other subordinate legislation made under any relevant statute or statutory provision;
 - (d) references to a person shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency whether or not having a separate legal personality;
 - (e) references importing a particular gender include all genders and references importing the singular include the plural and vice versa;
 - (f) the words "include", "including" and "in particular" shall not be interpreted as limiting the generality of any foregoing words;
 - (g) any reference to "a party" or "parties" shall mean a party or the parties to this Product Placement Agreement unless otherwise stated; and
 - (h) headings and sub-headings are inserted for convenience only and shall be ignored in construing this Product Placement Agreement.
- 1.4. The schedules to these Product Placement Terms and Conditions are incorporated into this Product Placement Agreement only to the extent that they are referenced in the Product Placement Booking Form.
- 1.5. ITV Commercial (a division of ITV Broadcasting Limited) enters into this contract as agent on behalf of one or more of the following companies:
 - (a) in respect of any appearance of the Product in the Programme when broadcast on ITV, ITV Rights Limited;
 - (b) in respect of any appearance of the Product in the Programme when broadcast on ITV2, ITV4 and/or ITVBe, ITV2 Limited;
 - (c) in respect of any appearance of the Product in the Programme when broadcast on ITV3 and/or ITV Encore, ITV Digital Channels Limited;
 - (d) in respect of any appearance of the Product in the Programme when broadcast on ITV Breakfast, ITV Breakfast Broadcasting Limited; and

- (e) in respect of any appearance of the Product in the Programme when posted on the ITV Hub, ITV Consumer Limited.
- 1.6. The Buyer enters into this Product Placement Agreement as principal in all respects. As such, the Buyer shall be liable for the payment of all sums due and owing in accordance with this Product Placement Agreement.
- 1.7. This Product Placement Agreement only requires ITV Commercial to ensure that the Product appears in a duly prominent and non-promotional manner in the Programme when it is transmitted, broadcast and/or posted in accordance with the Product Placement Booking Form during the Product Placement Period. ITV Commercial may, at its discretion, itself transmit, broadcast and/or post the Programme or any excerpt from it with or without the appearance of the Product on further occasions or on other platforms whether in any part of the United Kingdom or any other territory, and may licence or permit any other person to do so, but shall not be required to ensure that the Product appears in any such further transmission, broadcast or posting unless provided for in a separate agreement.

2. Payment

- 2.1. If the Buyer fails to make any payment when due, without affecting any other rights which it may have, ITV Commercial may (at its sole discretion) elect to do one or more of the following:
- 2.1.1. remove the Product from the Programme and suspend any other service(s) or licence(s) set out in the Product Placement Booking Form until the relevant amount is paid and charge the Buyer any costs associated with removal of the Product from the Programme or the suspension of such service(s) or licence(s) in addition to all other sums due under this Product Placement Agreement;
- 2.1.2. require full payment immediately on demand of all outstanding monies including any future instalments of the any fees due pursuant to this Product Placement Agreement;
- 2.1.3. charge interest on any unpaid amount (inclusive of VAT) at a rate of 2% above the base rate from time to time of Barclays Bank plc to run from day to day (both before and after any judgement) from the due date until payment in full is received; and/or
- 2.1.4. treat this Product Placement Agreement as repudiated and terminate it forthwith.
- 2.2. The Buyer may not for any reason withhold any payment to ITV Commercial or make any deduction from amounts payable to ITV Commercial or set off any amounts payable from ITV Commercial against payments payable to ITV Commercial.
- 2.3. All sums payable under this Product Placement Agreement are exclusive of any value added tax that may be payable by either party. Invoices will include value added tax at the relevant rate on the date of invoicing.
- 2.4. ITV Commercial and the Buyer acknowledge that for the purposes of standard industry practice the Fees represents the 'net' value of the product placement under this Product Placement Agreement, excluding commission for the Buyer's Agent. The Buyer acknowledges and agrees that ITV Commercial is in no way liable for the payment of any commission to the Buyer's Agent or otherwise and that if the Buyer's Agent fails to perform any relevant obligation under this Product Placement Agreement on the Buyer's behalf (including without limitation paying the Fees) then the Buyer shall remain liable for the full performance of such obligation.

3. The Buyer's Agreements and Obligations

- 3.1. The Buyer agrees that all Editorial Decisions shall be made entirely and at the sole discretion of ITV Rights Limited.
- 3.2. The Buyer acknowledges that the Product will only be included in the Programme if it is approved by ITV Rights Limited and complies with all Applicable Laws and any accompanying notes of guidance published by Ofcom from time to time (including, but not limited to, editorial justification for any appearance of a Product in a Programme) and shall be subject to the editorial requirements of the Programme. The Buyer acknowledges that any decisions on how the Product is featured in a Programme shall be made by ITV Commercial, ITV's editorial commissioners and/or the Programme producers in their sole discretion and are subject to change.
- 3.3. The Buyer shall at no cost to ITV Commercial supply ITV Commercial with the Product on or before the Creative Assets Delivery Deadline in accordance with the specifications and delivery instructions (including as to location) supplied by ITV Commercial from time to time. The Buyer shall also be

- responsible for all costs associated with the removal of the Product from the location specified by ITV Commercial.
- 3.4. ITV Commercial shall not be in breach of this Product Placement Agreement in any way as a result of any failure to place the Product into the Programme if ITV Commercial does not receive the Product by the relevant Creative Assets Delivery Deadline(s) or other Buyer Materials by delivery deadlines reasonably specified by ITV Commercial or if the Product or Buyer Materials do not comply with ITV Commercial's specifications or delivery instructions or the Buyer is otherwise in breach of this Product Placement Agreement. In such circumstances, ITV Commercial shall remain entitled to charge in full for any fees payable pursuant to this Product Placement Agreement.
 - 3.5. The Buyer agrees that if in ITV Commercial's reasonable opinion changes to the Product (including, without limitation, removing, amending or obscuring the Product) are necessary to comply with the provisions of this Product Placement Agreement and/or Applicable Laws, ITV Commercial may make such changes and shall have no liability to the Buyer for the same.
 - 3.6. Any Intellectual Property Rights in the Product and/or the Buyer Materials (which do not become inextricably connected with any Intellectual Property Rights of the ITV Group) shall, as between the parties, be the property of the Buyer.
 - 3.7. To the extent necessary, the Buyer hereby acknowledges and agrees that ITV Commercial may itself, and permit any other person to, broadcast, transmit and post, in any form, on any platform, in any jurisdiction and in perpetuity, the Programme incorporating the Product and references to it.
 - 3.8. The Buyer agrees that all rights (including Intellectual Property Rights) in the Programme and any Platforms (including any domain name and all materials and features contained on or in the same) shall at all times be vested in and belong to or be under the control of ITV Commercial (or its licensors as the case may be) and the Buyer shall not acquire any rights (including Intellectual Property Rights) in or associated with the Programme or the Platforms as a result of this Product Placement Agreement.
 - 3.9. The Buyer shall cooperate fully with ITV Commercial and provide all assistance free of charge that is reasonably required as a result of any challenge by any regulatory body including Ofcom or complaint from any third party in connection with this Product Placement Agreement including the placing of the Product in the Programme.
 - 3.10. The Buyer represents, warrants and undertakes that:
 - 3.10.1. it is the sole owner of and/or controls and/or is licensed to use all rights (including, without limitation, all of the Intellectual Property Rights) in the Buyer Materials including the Product and each constituent element of the Product and is able to grant the licence under clause 3.7;
 - 3.10.2. the Buyer Materials (including any packaging for the Product): (i) do not contain any obscene, offensive or defamatory material; (ii) shall comply at all times with Applicable Laws; (iii) shall not put ITV Commercial or the Television Network or any operator of the Platforms in breach of Applicable Laws; and (iv) shall not contain references to, or logos or representations of, (whether spoken in text or picture form) any entity other than the Buyer. For the purposes of this clause, any subsidiaries of the Buyer, parent company of the Buyer or other divisions within the Buyer shall be deemed to be entities which are not the Buyer;
 - 3.10.3. the broadcast and/or transmission and/or posting of the Programme incorporating the Product or any other Buyer Materials by ITV Commercial and its authorised licensees on any media or platforms including digital terrestrial, digital satellite, cable, online, IPTV or mobile platforms, whether by linear or non-linear means, shall not infringe the rights (including, without limitation, Intellectual Property Rights) of any third party;
 - 3.10.4. the Product shall be safe and comply with all relevant statutes, regulations, directives and codes in force from time to time;
 - 3.10.5. it has and will retain good title and authority to enter into and perform its obligations under this Product Placement Agreement and is not bound by any previous agreement which adversely affects this Product Placement Agreement;
 - 3.10.6. it will not engage in any activity, practice or conduct that would constitute Bribery, Modern Slavery and/or Tax Evasion; and
 - 3.10.7. it will immediately notify ITV Commercial in writing if the Buyer or its employees, agents or other persons who perform or have performed services for or on behalf of the Buyer is

investigated by any law enforcement agency or customer in relation to Bribery, Modern Slavery and/or Tax Evasion.

- 3.11. Without prejudice to clause 6.1, the Buyer shall ensure that any promotion of its product placement or other rights under this Product Placement Agreement shall be subject to ITV Commercial's prior approval and that such promotion shall comply with all Applicable Laws. To the extent that the Buyer makes any communications by social media, such communications must also comply with any and all third party terms that govern the social media platform. If ITV Commercial and/or any social media platform objects to any communications made by the Buyer for any reason, the Buyer shall immediately remove or amend (as directed by ITV Commercial) such communications.
- 3.12. The Buyer will indemnify on demand and hold harmless the ITV Group and each of its associates, officers, directors, employees, agents, shareholders and partners from and against any and all losses, actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities suffered by the ITV Group arising from any breach of the representations, warranties and undertakings set out in this Product Placement Agreement (whether foreseeable or unforeseeable) or in any manner whatsoever as a result of or arising out of the use, recording, broadcasting or posting of the Programme incorporating the Product and (if a Promotional Licence has been granted) arising from any breach by the Buyer of any terms of the Promotional Licence.
- 3.13. The Buyer acknowledges and agrees that ITV Commercial reserves the right to sell, or allow to be sold other product placement opportunities within the Programme to third parties.

4. Term and Termination

- 4.1. This Product Placement Agreement shall remain in force for the period of the Term unless terminated earlier in accordance with its terms.
- 4.2. Without prejudice to its other rights and remedies (whether provided by law, equity or this Product Placement Agreement), either party may terminate this Product Placement Agreement forthwith at any time by giving notice in writing to the other party if:
 - 4.2.1. the other party commits a material breach of any provision of this Product Placement Agreement and, provided that such breach is capable of remedy, fails to remedy the same within 10 Business Days after receipt of a written notice from the other party giving full particulars of the breach and requiring it to be remedied;
 - 4.2.2. a petition is presented or a meeting convened for the purpose of considering a resolution for the making of an administration order, the winding up, striking off, bankruptcy or dissolution of the other party or if the other party stops payment or ceases or threatens to cease to carry on its business or is or shall become unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 4.2.3. the other party compounds with or enters into a scheme of arrangement for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) or if a person becomes entitled to appoint a receiver over the assets of the other party or if a receiver is appointed over the other party or its assets or any part thereof or a resolution is passed for such appointment or if an administrator is appointed over the other party or if an administration order is made in relation to the other party or if an application is made to court for the appointment of an administrator over the other party or if a notice of intention to appoint an administrator is given over the other party; or
 - 4.2.4. the other party enters into, or any step is taken, towards any analogous procedure under the laws of any jurisdiction to the procedures set out in 4.2.2 or 4.2.3 above.
- 4.3. Where ITV Commercial is acting as agent for more than one party then termination by the Buyer in accordance with clause 4.2 shall only be in respect of the part of the Product Placement Agreement relating to that party and the remaining provisions of the Product Placement Agreement will continue in full force. In the event that part of this Product Placement Agreement is terminated pursuant to this clause 4.3, the parties shall agree, in good faith, an adjustment to the Fees.
- 4.4. Termination or expiry of this Product Placement Agreement shall not affect any rights of either party in respect of any antecedent breach of this Product Placement Agreement by the other party or any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either party.
- 4.5. On termination or expiry of this Product Placement Agreement: (i) each party shall immediately return to the other, or permit the other to collect, all items in its possession which are the other party's property and each party shall immediately cease to use the Intellectual Property Rights of the other, subject to clause 3.7; and (ii) in the event that such termination of the Product Placement

Agreement has occurred as a result of ITV Commercial exercising a right of termination under this Product Placement Agreement, any portion of the Fees not yet paid shall become due and payable immediately.

5. Liability

- 5.1. Subject to clause 5.3, and without in any way limiting the liability of the Buyer to ITV Commercial in respect of payment of the Fees and/or pursuant to clause 3.12 above, neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any of the following losses or damages (unless expressly stated otherwise and whether such losses or damages were foreseen, foreseeable, known or otherwise and whether or not the relevant party is advised of the possibility of loss, liability, damage or expense):
- (a) loss of profit;
 - (b) loss of opportunity;
 - (c) loss of goodwill;
 - (d) loss of reputation;
 - (e) loss of business; or
 - (f) any loss which is indirect or consequential howsoever caused.
- 5.2. Subject to clause 5.3, ITV Group's maximum aggregate liability for any loss or damage in respect of any claims arising out of this Product Placement Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Fees paid by or on behalf of the Buyer and received by ITV Commercial in cleared funds.
- 5.3. Nothing in this Product Placement Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment or shall exclude or restrict a party's rights, remedies or liability under the law governing this Product Placement Agreement in respect of any fraud including fraudulent misrepresentation.
- 5.4. Except as expressly set out in this Product Placement Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the obligations of the parties under this Product Placement Agreement are excluded insofar as it is possible to do so in law.
- 5.5. The parties agree that the liability of each of the principals, on behalf of whom ITV Commercial has entered into this Product Placement Agreement as agent, for their obligations and liabilities relating to their respective Platforms under this Product Placement Agreement shall be several and shall extend only to any loss or damage arising out of their own breaches. Where more than one of the principals is liable for the same obligation or liability, liability for the total sum recoverable shall be attributed to the relevant persons in equal shares.
- 5.6. Pursuant to clause 5.5 and for the avoidance of doubt, the Buyer agrees that:
- 5.6.1. ITV Rights Limited shall be solely responsible for the obligations and liabilities under this Product Placement Agreement relating to product placement on ITV;
 - 5.6.2. ITV Digital Channels Limited shall be solely responsible for the obligations and liabilities under this Product Placement Agreement relating to product placement on ITV3 and/or ITV Encore;
 - 5.6.3. ITV2 Limited shall be solely responsible for the obligations and liabilities under this Product Placement Agreement relating to product placement on ITV2, ITV4 and/or ITVBe;
 - 5.6.4. ITV Breakfast Broadcasting Limited shall be solely responsible for the obligations and liabilities under this Product Placement Agreement relating to product placement on ITV Breakfast; and
 - 5.6.5. ITV Consumer Limited shall be solely responsible for the obligations and liabilities under this Product Placement Agreement relating to product placement on the ITV Hub,

and the Buyer agrees that it shall not bring a claim or proceedings against any party other than the party who is responsible for the relevant Platform to which the claim or proceeding relate.

6. Confidentiality

- 6.1. Neither party shall, either during or after the expiry of this Product Placement Agreement, duplicate or disclose, or permit the duplication or disclosure of, any Confidential Information nor use the same in any way other than to perform its obligations under this Product Placement Agreement, unless such duplication, use or disclosure is specifically authorised by the other party in writing or it is required to disclose such information by law, save that ITV Commercial may disclose or permit the duplication or disclosure of Confidential Information to any company in the ITV Group and to any third party holder of a channel 3 regional licence and to any third party rights holder.

7. Entire Agreement

- 7.1. This Product Placement Agreement (together with any documents referred to herein) contains the entire agreement and understanding of the parties and supersedes all prior agreements understandings or arrangements (both oral and written) relating to the subject matter of this Product Placement Agreement.
- 7.2. Subject to clause 7.3 below, each of the parties acknowledges and agrees that:
- 7.2.1. it does not enter into this Product Placement Agreement on the basis of, and does not rely and has not relied upon, any statement, representation, warranty, forecast or other information (in any case whether oral, written, express or implied) made, given or agreed by any person (whether negligently or innocently and whether or not made by a party to this Product Placement Agreement) which is not expressly contained or referred to in this Product Placement Agreement (a **Representation**);
- 7.2.2. it shall have no remedy (including any rights to damages or rescission in an action for misrepresentation) for any Representation which was, is or becomes false or misleading; and
- 7.2.3. without prejudice to clause 3.12 above and subject to clause 5.3, the only rights or remedies available in respect of any statement, representation, warranty, forecast or other information (in any case whether oral, written, express or implied) made, given or agreed by any person (whether negligently or innocently and whether or not made by a party to this Product Placement Agreement) which is expressly contained or referred to in this Product Placement Agreement shall be the rights and remedies for breach of contract under this Product Placement Agreement.
- 7.3. No variation, supplement, deletion or replacement of or from this Product Placement Agreement or any of its terms shall be effective unless made in writing and signed by or on behalf of each party with the intention to vary, supplement, delete or replace being clearly expressed.

8. Force Majeure

- 8.1. Neither party shall be liable in any way for any losses arising directly or indirectly from any failure or delay in performing any of its obligations under this Product Placement Agreement caused by any Force Majeure Event provided that such Force Majeure Event is notified promptly to the other party.
- 8.2. If a party (the **Affected Party**) is unable to perform any of its obligations under this Product Placement Agreement for more than 20 Business Days as a result of the Force Majeure Event, the other party may terminate this Product Placement Agreement at any time and without further liability upon giving written notice to the Affected Party.
- 8.3. The occurrence of an event associated with economic and monetary union in the European Community will not be treated as a Force Majeure Event for the purposes of this Product Placement Agreement.

9. Notices

- 9.1. For the purposes of this clause, the authorised address of ITV Commercial and the Buyer shall be the addresses set out in section 1 of the Product Placement Booking Form or such other address (and details) as each party may notify to the other in writing from time to time in accordance with the requirements of this clause.
- 9.2. Any notice or other communication to be given under this Product Placement Agreement shall be in writing, shall be deemed to have been duly served on given to or made in relation to a party if it is left at the authorised address of that party or posted by pre-paid first class post addressed to that party at such address and shall if:

- 9.2.1. personally delivered be deemed to have been received at the time of delivery; or
- 9.2.2. posted to an inland address in the United Kingdom be deemed to have been received on the second Business Day after the date of posting;

provided that where in the case of delivery by hand delivery occurs after 5.00pm on a Business Day or on a day which is not a Business Day receipt shall be deemed to occur at 9.30am on the next following Business Day.

- 9.3. For the avoidance of doubt notice served by email, fax or text message via mobile phone shall not be deemed validly served.

10. General

- 10.1. The relationship between the parties is that of independent contractors. Nothing in this Product Placement Agreement shall constitute a partnership or joint venture between the parties or constitute either ITV Commercial or the Buyer as agent of the other for any purpose whatsoever and neither shall have the authority or power to bind the other or to contract in the name of the other or create liability against the other in any way or for any purpose save as expressly authorised in writing by the other from time to time.
- 10.2. Neither party may assign or sub-contract any of its rights or obligations under this Product Placement Agreement without the prior written consent of the other party, except that ITV Commercial shall be entitled upon giving notice to the Buyer to sub-contract, assign or otherwise transfer this Product Placement Agreement (including any benefit or obligation under it) to any other company within the ITV Group and to any rights-holder connected with the Programme.
- 10.3. The provisions of those clauses intended to have continuing effect (including, without limitation, clauses 2.1, 2.2, 2.3, 3, 4.3, 4.4, 4.5, 5, 6, 7.2, 7.3, 10.3, 10.5 and 10.10) shall continue in full force and effect following the termination or expiry of this Product Placement Agreement.
- 10.4. If the whole or any part of any provision of this Product Placement Agreement is or becomes invalid, void or unenforceable for any reason, the same shall, to the extent required, be severed from this Product Placement Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Product Placement Agreement and shall in no way affect the validity or enforceability of any other provisions.
- 10.5. No waiver by either party of any breach of the other party's obligations shall constitute a waiver of any other prior or subsequent breach and neither party shall be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the other party.
- 10.6. No person other than a party to this Product Placement Agreement and any member of the ITV Group may enforce this Product Placement Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999. The parties to this Product Placement Agreement may vary, waive or terminate any of the obligations under this Product Placement Agreement without seeking the consent or approval of any other person.
- 10.7. Each party to this Product Placement Agreement is duly authorised to enter into and perform its obligations under this Product Placement Agreement.
- 10.8. This Product Placement Agreement may be executed in counterpart but the counterparts shall together constitute one and the same instrument.
- 10.9. The parties acknowledge and agree that the execution of this Product Placement Agreement by either party by way of an electronic representation of an authorised signatory's signature shall be a valid execution of this Product Placement Agreement.
- 10.10. Rights and remedies of each party under this Product Placement Agreement are independent, cumulative and without prejudice to its rights under the law.
- 10.11. This Product Placement Agreement and disputes or claims 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 English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

SCHEDULE 1

Glossary

Applicable Laws	means any and all applicable legislation, statutes, statutory instruments, regulations, directives, orders and other legislative provision and any applicable judgment of a relevant court of law or decision of a tribunal or competent authority which creates binding precedent which apply to the Buyer, ITV Commercial, the Television Network and/or the Platforms (including without limitation the Broadcasting Acts of 1990 and 1996 and the Communications Act 2003) and all applicable codes (whether statutory or self-regulatory) including the Ofcom Broadcasting Codes, BCAP Television Advertising Standards Code, the CAP Non-broadcast Advertising, Sales Promotion and Direct Marketing Code;
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 (other than a Saturday or Sunday) on which banks in the City of London are open for ordinary business;
Buyer Materials	means any and all materials provided by or on behalf of the Buyer in connection with this Product Placement Agreement, including the Product and any assets, creative and other materials provided in connection with any Promotional Licence and/or ancillary services;
Confidential Information	<p>means any information in any form emanating from either party or any member of the ITV Group and any compilation of otherwise public information in a form not publicly known, including (but not limited to):</p> <ul style="list-style-type: none">(a) the existence and contents of this Product Placement Agreement; and(b) any information materials or data in any form produced by, for or on behalf of either party during the Term of and pursuant to this Product Placement Agreement. <p>Confidential Information shall not include:</p> <ul style="list-style-type: none">(a) information which at the time of disclosure is publicly known;(b) information which after disclosure becomes publicly known other than as a result of any breach of this Product Placement Agreement;(c) information which can be shown to be known to the other party other than under a subsisting obligation of confidentiality or restricted use prior to the disclosure; and(d) the Product and any other Buyer Materials provided for the purposes of broadcast or other public distribution;
Creative Assets Delivery Deadline	means the relevant delivery deadline defined in section 4 of the Product Placement Booking Form;
Editorial Decisions	means any decision concerning the development, production, content, scheduling, marketing, promoting and/or advertising of the Programme;
Fees	means the amounts defined in section 4 of the Product Placement Booking Form;
Force Majeure Event	means an event, inability or delay which is caused by circumstances beyond the relevant party's reasonable control and which cannot be cured by measures which might reasonably be taken in the course of that relevant party's business, including (but not limited to) war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment or technology, fire, flood, acts of God or legislative interference, PROVIDED THAT no circumstance or cause shall be considered to be beyond the control of a party if it arises as a result of that party's failure to take reasonable care;

Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
ITV2	means the digital channel of that name owned and operated by ITV2 Limited (registered number 1867871) and including any time shifted and any high definition version of the same;
ITV3	means the digital channel of that name owned and operated by ITV Digital Channels Limited (registered number 3101815) and including any time shifted and any high definition version of the same;
ITV4	means the digital channel of that name owned and operated by ITV2 Limited (registered number 1867871) and including any time shifted and any high definition version of the same;
ITVBe	means the digital channel of that name owned and operated by ITV2 Limited (registered number 1867871) and including any time shifted and any high definition version of the same;
ITV Breakfast	means the national channel 3 breakfast time service broadcast pursuant to the national channel 3 breakfast time licence operated and controlled by ITV Breakfast Broadcasting Limited (registered number 07698963) and including any time shifted and any high definition version of the same;
ITV Group	means ITV plc and its direct and indirect subsidiaries worldwide;
ITV Hub	means the online video on demand service available on www.itv.com and the ITV Hub mobile application accessible via internet enabled mobile devices and/or tablets;
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 if that Act were in force in the jurisdiction where the conduct took place;
Ofcom	means the Office of Communications or its successor;
Platforms	means the websites (including dedicated Programme websites (if applicable)), apps and/or other platforms owned or operated by the ITV Group or Channel 3 licensees in respect of any Programme shown on any ITV television channels;
Product	means the product defined in section 4 of the Product Placement Booking Form;
Product Placement Booking Form	means the booking form between ITV Commercial and the Buyer, which sets out the agreed commercial terms and references the Product Placement Terms and Conditions;
Product Placement Period	means the period defined in section 4 of the Product Placement Booking Form;
Programme	means the programme defined in section 4 of the Product Placement Booking Form;
Programme Support Services	means the Programme Support Services as set out in the Product Placement Booking Form (if applicable);
STV	means STV Central Limited (Co. No. SC172149) and STV North Limited (Co. No. SC35733);
STV Player	means STV's catch-up service known as STV Player accessible via

www.stv.tv and via STV's mobile application known as STV Player accessible via internet enabled mobile device handsets and/or tablets;

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; and

Term

means the period defined in section 4 of the Product Placement Booking Form.

SCHEDULE 2

Promotional Licence Terms

1. Buyer's Obligations

- 1.1. The Buyer shall comply with the directions of ITV Commercial regarding the form and manner of the application of the Licensed Property in connection with the exploitation of the Promotional Rights including without limitation to any promotional material and/or Promotional Products (if applicable), including the directions contained in the Style Guide (as defined below).
- 1.2. In exploiting the Promotional Rights the Buyer shall comply with, and shall ensure that all promotional material and Promotional Products comply with, all Applicable Laws and industry standards.
- 1.3. The Buyer shall ensure that the promotional material and/or the exploitation of the Promotional Rights: (i) do not infringe the Intellectual Property Rights of any third party; (ii) are not defamatory; (iii) are not an infringement of rights to privacy; (iv) are not obscene; (v) are not a violation of anti-discrimination laws or regulations; (vi) do not constitute unfair competition; (vii) do not cause ITV Commercial (or any third party rights holder) to breach any statutory or regulatory duty or criminal law; and (viii) is not in any other way unlawful.
- 1.4. The Buyer shall ensure that in its exploitation of the Promotional Rights it shall not do or permit to be done, anything that would or is likely to adversely affect the name, image, or reputation of ITV Commercial, the ITV Group and/or any third party rights holder and/or its or their goodwill, brands, programmes, business names, and/or trademarks.
- 1.5. The Buyer shall not without ITV Commercial's prior written consent use the name, likeness, image or voice of any person appearing in the Programme on or in any promotional material or to endorse the Buyer's products or services.
- 1.6. The Buyer acknowledges and agrees that music from the Programme is not included in the Licensed Property and if the Buyer is using such music, clearances for such music must be obtained by the Buyer directly from the owner at Buyer's own cost.
- 1.7. The Buyer shall not use any modification, abbreviation or adaptation of the Licensed Property, except where previously agreed by ITV Commercial in writing.
- 1.8. The Buyer shall bear all design, development, production, maintenance, support, distribution, operation, hosting, advertising, marketing and promotion costs for its exploitation of the Promotional Rights.
- 1.9. The Buyer has acquired (and shall continue to hold throughout the Licence Term) all rights, consents and licences necessary for it to exploit the Promotional Rights and comply with its obligations under this Promotional Licence.
- 1.10. The Buyer shall promptly provide ITV Commercial with details of any consumer or regulatory or third party complaints it has received relating to its use of the Licensed Property or any products or services which contain the Licensed Property or in relation to its exploitation of the Promotional Rights together with reports on the manner in which such complaints or investigations are being, or have been dealt with, and shall comply with any reasonable directions given by ITV Commercial in respect thereof.
- 1.11. The Buyer shall immediately notify ITV Commercial in writing giving full particulars if any form of attack, charge or claim to which the Licensed Property (or any part of it) may be subject or anything else which may conflict with any of the rights granted under this Promotional Licence. ITV Commercial shall in its absolute discretion decide what action if any to take.
- 1.12. The provisions of section 30 of the Trade Marks Act 1994 (and where applicable the rights of exclusive licensees to bring proceedings under article 22(3) of Council Regulation 207/09 on the Community Trade Mark) are expressly excluded.
- 1.13. The Buyer shall not copy, use, distribute, sub-license or otherwise deal in the Licensed Property, other than strictly in accordance with the terms of this Product Placement Agreement and Promotional Licence and the Buyer shall not copy, use, distribute, sub-license or otherwise deal with any logos, materials or any other Intellectual Property Rights belonging to or licensed by ITV Commercial and/or the ITV Group without ITV Commercial's prior written consent

2. **Protection of Intellectual Property**

- 2.1. The Buyer shall procure that all material including the Licensed Property and/or created to exploit the Promotional Rights, bears the Required Legal Notice and/or any other statement as notified in writing by ITV Commercial to the Buyer (and shall not remove or authorise the removal of the same).
- 2.2. Any goodwill derived from the use by the Buyer of the Licensed Property shall accrue to the registered proprietor of the Licensed Property. ITV Commercial may at any time call for a confirmatory assignment of that goodwill and the Buyer shall immediately execute it.
- 2.3. The Buyer shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to any of the Licensed Property or the reputation, goodwill or registrations associated with the Licensed Property.
- 2.4. The Buyer shall not apply for the registration in any country of any Intellectual Property Right which is in any way identical to, similar to or which resembles or comprises any element of the Licensed Property.
- 2.5. The Buyer hereby assigns to ITV Commercial free of all liens, charges, encumbrances and third party rights of whatsoever nature (and by way of present assignment of future copyright where material is yet to be created) all copyright and any other Intellectual Property Rights in any element of the material which is based on or derived from the Licensed Property ("**Derivative Material**") (whether created as at the date of this Product Placement Agreement or in the future) for the full duration of such rights throughout the world, including any extensions, reversions and renewals thereof. Where such rights are not owned by the Buyer, the Buyer undertakes to obtain an assignment of rights in materially the same form as the assignment in this clause 2.5 to ITV Commercial from any person who, on behalf of the Buyer, creates any Derivative Material. The Buyer irrevocably and unconditionally waives and agrees to procure the irrevocable and unconditional waiver in perpetuity of any provision of law known as moral rights and, so far as is legally possible, any broadly equivalent rights in any territory of the world, in respect of any Derivative Material.
- 2.6. The Buyer shall not infringe, limit or adversely affect in any way the rights reserved to ITV Commercial under this Promotional Licence.

3. **Approvals**

- 3.1. The Buyer shall obtain ITV Commercial's prior written approval of all uses of the Licensed Property and material created in relation to exploitation of the Promotional Rights prior to distribution or publication. In obtaining such approval the Buyer shall comply with the stages of approval and procedures and relevant timelines as specified by ITV Commercial from time to time. Use of the Licensed Property may also be subject to prior approval by or on behalf of any underlying rights-holder and the Buyer acknowledges that ITV Commercial may submit any uses of the Licensed Property to the relevant rights-holder (or their representatives) for their approval. The Buyer acknowledges that the underlying rights-holder's decision is final. The Buyer shall make any changes required by ITV Commercial and/or any rights-holder at its own cost.
- 3.2. To the extent that the Promotional Rights expressly include a right for the Buyer to run a competition or prize draw then the materials to be provided by the Buyer for ITV Commercial's prior approval will include the terms and conditions (which shall include a provision stating that ITV is not responsible for the administration of the competition) and such other information and/or materials as may be reasonably requested by ITV Commercial.
- 3.3. ITV Commercial shall endeavour to give its approval or otherwise within 10 Business Days of receipt of submitted materials. The Buyer shall not proceed to the next stage of development or publication or distribution unless ITV Commercial has given written approval. If approval is not given it shall be deemed withheld.
- 3.4. If at any time after receiving final approval the Buyer wishes to change material(s) which include the Licensed Property, the Buyer shall submit the revised material for approval by ITV Commercial prior to sale or distribution.
- 3.5. For the avoidance of doubt, any approval given by ITV Commercial shall not absolve the Buyer from any of its other obligations under this Promotional Licence.
- 3.6. The Buyer shall comply strictly with the directions of ITV Commercial regarding the form and manner of the application of the Licensed Property, including the directions contained in any Style Guide.

The Style Guide shall at all times remain the property of ITV Commercial and shall not be copied, reproduced or used other than in accordance with the terms of this Promotional Licence.

4. **Withdrawal of Licensed Property**

- 4.1. ITV Commercial shall have the right at any time by giving notice in writing to the Buyer to withdraw the Licensed Property (or any element of it) from the terms of this Promotional Licence if in the reasonable opinion of ITV Commercial the Licensed Property (or any element of it) becomes unavailable for distribution due to (i) actual or threatened litigation relating to the Licensed Property; (ii) ITV Commercial having been advised by its legal advisors to withdraw it for reasons including but not limited to restrictions imposed on ITV Commercial by any third party rights owners and/or creative participants in the Licensed Property; or (iii) any reason beyond ITV Commercial's control. Such notice of withdrawal shall be given as far in advance as reasonably possible and in any event with no less than five (5) Business Days' notice. Following the receipt of such notice of withdrawal the Buyer hereby agrees to (i) withhold the release or withdraw from distribution any materials containing the Licensed Property (or, if applicable, the element of the Licensed Property that has been withdrawn) and (ii) accepts a pro rata refund of the part of the Licence Fee attributable to the Promotional Licence (as specified by ITV Commercial). No other sums or compensation, other than such pro rata refund, shall be payable by ITV Commercial and the Buyer shall and does waive all claims against ITV Commercial that may arise from such withdrawal of the Licensed Property. The Buyer shall ensure that it has appropriate recall procedures in place to deal with any requirements to withhold or withdraw materials containing the Licensed Property.
- 4.2. Notwithstanding any other provision in this Product Placement Agreement, ITV Commercial may by written notice terminate the Product Placement Agreement or Promotional Licence immediately if the Buyer is materially in breach of any of the terms of the Promotional Licence and (where such breach is capable of remedy) fails to remedy the breach within 14 days of receipt of notice from ITV Commercial requiring such breach to be remedied.
- 4.3. On expiry or termination of the Product Placement Agreement or Promotional Licence for any reason and subject to any express provisions set out elsewhere in this Product Placement Agreement:
 - 4.3.1. all rights and licences granted pursuant to this Promotional Licence shall cease and the Buyer shall cease all use of the Licensed Property;
 - 4.3.2. the Buyer shall co-operate with ITV Commercial in the cancellation of any licences registered pursuant to this Product Placement Agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; and
 - 4.3.3. the Buyer shall at its own expense, and within fifteen (15) Business Days, return or otherwise dispose of in accordance with the directions of ITV Commercial all remaining physical products created pursuant to exploitation of the Promotional Rights in its possession; and all records and copies of a) the Copyright Material listed in the "Licensed Property" definition; b) promotional material; and c) Confidential Information in its possession or communicated to it by ITV Commercial, either preparatory to, or as a result of, this Product Placement Agreement to the extent such material remains confidential.

5. **Insurance and Liability**

- 5.1. Without limiting its liability under this Product Placement Agreement, the Buyer shall obtain adequate insurance cover at its own expense in respect of any liability to the public at large that may be incurred by ITV Commercial or the Buyer in connection with any promotional material and/or licensed products or services.
- 5.2. Save in respect of the grant of the Promotional Licence to the Buyer, ITV Commercial shall not be liable in any respect in relation to or in connection with any promotional material or licensed products or services and the Buyer shall ensure that all notices, warnings, disclaimers, statements and terms and conditions necessary and appropriate are included on all promotional material and/or licensed products or services.

6. **Related Definitions:**

"Style Guide" means the document to be supplied by ITV Commercial to the Buyer (as amended from time to time) containing artwork reference material and descriptions defining and governing the use of the Licensed Property.

SCHEDULE 3

Online and Mobile Terms

1. The Buyer shall provide all Buyer Materials and such reasonable assistance as ITV Commercial may require in order to provide the Programme Support Services. The Buyer hereby grants ITV Commercial a worldwide, non-exclusive, royalty-free licence to use and to authorise the use of any Buyer Materials for the purpose of performing the Programme Support Services.
2. The Buyer shall provide all display and/or VOD advertising creative in accordance with any instructions and timings specified by ITV Commercial and in any event at least 5 Business Days prior to the date of its intended display or 10 Business Days prior to the date of its intended display in the case of any interactive VOD advertising.
3. The Buyer warrants, represents and undertakes that:
 - (a) the Buyer Materials and the Buyer's Website (if applicable) do not contain any obscene, offensive or defamatory material;
 - (b) the Buyer Materials will not contain viruses, bugs, worms, trojan horses, harmful code or any other form of defect or contaminant which could cause temporary or permanent damage to or will otherwise impair or harm or cause the malfunction of the software or hardware of the Platforms and services, ITV's computer systems or any third party's computer system; and
 - (c) if the Programme Support Services include the creation of a Competition for which the Buyer is providing a prize(s): (i) it shall provide evidence (satisfactory to ITV Commercial) that the prize(s) relating to the competition has/have been obtained or contractually secured by the Buyer; and (ii) the prize(s) shall be safe and comply with all Applicable Laws in force from time to time.
4. Without in any way limiting the Buyer's liability, ITV Commercial reserves the right to reject any Buyer Materials which, in ITV Commercial's opinion, are not compliant with Applicable Laws or do not comply with ITV Commercial's technical or creative specifications, or which would cause ITV Commercial to breach any statutory or regulatory duty, or to infringe a third party's Intellectual Property Rights or other rights.
5. In addition to paragraph 4 above, ITV Commercial shall have the right, at any time, to remove any of the Buyer Materials and/or deactivate any Links once live from any platforms including the Platforms if ITV Commercial determines, in its sole discretion, that the Buyer Materials or any part of them breach the then applicable technical or creative specifications or editorial policy of ITV Commercial or any third party platform provider or any Applicable Laws, or would or might cause ITV Commercial or any platform provider to breach any statutory or regulatory duty, or to infringe or possibly infringe a third party's Intellectual Property Rights or other rights.
6. Any social media activity that ITV Commercial may commit to do in connection with this Product Placement Agreement shall be subject to all Applicable Laws and the third party terms that govern the relevant social media platform. ITV Commercial shall have full editorial control over any such social media activity via social media accounts operated by any member of the ITV Group (or its licensors). ITV Commercial shall not be in breach of this Product Placement Agreement and shall have no liability to the Buyer for the removal of and/or amendment to any social media activity and content to the extent that ITV Commercial is complying with any request by a social media platform.
7. If the Product Placement Booking Form requires the provision of User Data by ITV Commercial to the Buyer then the Buyer warrants, represents and undertakes that it:
 - a. shall act as the data controller in respect of the Buyer's use of any User Data transferred to it by or on behalf of ITV Commercial pursuant to this Product Placement Agreement and/or captured by the Buyer in connection with the Buyer Materials;
 - b. it shall only process User Data in accordance with all applicable Data Protection Laws, guidance and codes of practice;
 - c. it has and shall have all appropriate technical and organisational measures in place against unauthorised or unlawful processing of or access to User Data and against accidental loss or destruction of, or damage to, User Data and that it has taken, and shall take at all material times all reasonable steps to ensure the reliability of any staff which may have access to User Data and that any persons it authorises to have access to the User Data will respect and maintain the confidentiality and security of the User Data;

- d. it shall notify ITV Commercial in writing within 24 hours of becoming aware of any personal data breach in relation to any User Data and shall update such notification immediately if additional information becomes available from time to time;
 - e. it will not process the User Data beyond the scope of any “opt-in” or consent wording at the point of data capture. The Buyer will also ensure that end-users are informed of their right to withdraw consent to marketing at any time, that it has in place an unsubscribe or opt-out mechanic which is easily accessible for end-users and will promptly remove any end-user from its marketing lists and those of third parties promptly on request by ITV Commercial or end users;
 - f. on or after 25 May 2018, it shall have in place a personal data erasure process which will promptly erase end-user Personal Data and prevent the processing of any such Personal Data at the end-user’s request in accordance with GDPR;
 - g. it shall not transfer any User Data to: (i) any country or territory outside the European Economic Area; or (ii) any third party (including any data processor or other contractor) other than, in each case, with the prior consent of the data subject (including without limitation by the opt-in) and/or unless permitted under Data Protection Laws. The Buyer shall ensure that any organisation receiving personal data transferred from the Buyer has provided adequate safeguards in accordance with Data Protection Laws; and
 - h. shall assist ITV Commercial to enable it to comply with such obligations as are imposed on it by Data Protection Laws in respect of User Data or other personal data processed pursuant to this Product Placement Agreement including without limitation providing reasonable assistance in complying with any subject information request.
8. To the extent ITV Commercial processes any personal data as data processor in connection with this Product Placement Agreement, the parties will in advance confirm the types of personal data to be processed by ITV Commercial, the categories of data subjects, the nature and purpose of the processing and the duration of the processing of personal data to be undertaken by ITV Commercial and (if processing on an ongoing basis beyond a one-off campaign) the process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In respect of such processing of data, ITV Commercial undertakes that:
- a. it has in place, and shall continue to have in place, appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - b. it shall process the personal data only on documented instructions from the Buyer, including with regards to transfers of personal data to a third country or international organisation, unless required to do so by Union or Member State law to which ITV Commercial is subject, in which case ITV Commercial shall inform the Buyer in writing of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - c. it shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - d. it shall take all measures required pursuant to Article 32 (*Security of Processing*) of the GDPR;
 - e. it shall inform the Buyer of any intended changes concerning the addition or replacement of other processors, thereby giving the Buyer the opportunity to object to such changes. Subject to ITV Commercial informing the Buyer, the Buyer hereby generally authorises ITV Commercial to engage other processors;
 - f. if ITV Commercial engages another processor, ITV Commercial shall ensure that the same data protection obligations as set out in the Agreement shall be imposed on that other processor by way of a written contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Laws. ITV Commercial shall remain fully liable to the Buyer for the performance by such other processor of such obligations;

- g. it shall, taking into account the nature of the processing, assist the Buyer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Buyer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III (*Rights of the data subject*) of the GDPR;
- h. it shall assist the Buyer in ensuring compliance with the obligations in Section 2 (*Security of personal data*) and Section 3 (*Data protection impact assessment and prior consultation*) of the GDPR, taking into account the nature of the Buyer's processing of the personal data and the information available to the Buyer;
- i. at the choice of the Buyer, it shall delete or return all the personal data to the Buyer after the end of the provision of the services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data; and
- j. it shall make available to the Buyer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections on reasonable notice, conducted by the Buyer or any auditor mandated by the Buyer in respect of such compliance, in each case at the Buyer's cost.

9. **Related Definitions and Interpretation**

References to "**processing**", "**data controller**", "**data processor**", "**data subject**" and "**personal data**" and their derivatives shall bear the meanings ascribed to them in the Data Protection Act 1998 until 25 May 2018, from which time they shall have the meanings given to them in the GDPR.

"**Data Protection Laws**" means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (EU) 2016/679 (the "**GDPR**") any successor legislation, any relevant European Union Directives and all applicable rules, regulations or codes of practice which apply to the processing of personal data.

"**Link**" means a hypertext or other link from a webpage on one website to a webpage on another website and "**Linking**" has a corresponding meaning.

"**User Data**" means personal data procured from individuals pursuant to this Product Placement Agreement who consent to the use of their personal data by the Buyer for marketing or other purposes.