



ITV CREATIVE PARTNERSHIPS TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 This “**Agreement**” comprises the Deal Terms, together with these “**Terms and Conditions**”, including the Glossary attached at Schedule 1 and any Specific T&C Schedules referred to in the Deal Terms.
- 1.2 In the event of any conflict between these Terms and Conditions, the Deal Terms and any Specific T&C Schedules, the Deal Terms shall take precedence, followed by the Specific T&C Schedules and then the Terms and Conditions.
- 1.3 In this Agreement:
 - 1.3.1 words and expressions shall have their ordinary meaning unless defined in the Deal Terms, these Terms and Conditions or the Glossary attached at Schedule 1;
 - 1.3.2 references to clauses and sub-divisions of them in these Terms and Conditions are references to the clauses of these Terms and Conditions and sub-divisions of them respectively unless otherwise stated;
 - 1.3.3 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;
 - 1.3.4 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;
 - 1.3.5 references importing a particular gender include all genders and references importing the singular include the plural and vice versa;
 - 1.3.6 the word 'or' shall be disjunctive but not exclusive;
 - 1.3.7 any phrase introduced by the terms 'including' or 'in particular', or any cognate expression, shall be construed as illustrative and not limiting of any preceding words;
 - 1.3.8 any reference to “a party” or “parties” shall mean a party or the parties to this Agreement unless otherwise stated; and
 - 1.3.9 headings and sub-headings are inserted for convenience only and shall be ignored in construing this Agreement.

2 SERVICES AND PAYMENT

- 2.1 In consideration for ITV providing the Services and Deliverables, the Client undertakes and agrees to pay to ITV: (a) the Fee in accordance with the Payment Terms; and (b) the Agreed Expenses (if any), in accordance with the Payment Terms.
- 2.2 The Client enters into this Agreement as principal in all respects. As such, the Client shall be liable for the payment of all sums due and owing in accordance with this Agreement.
- 2.3 If the Client fails to pay any amount due and payable by it under this Agreement the Client shall pay interest on such overdue amount from the due date until the date of actual payment at a rate of three per cent (3%) above the base rate for the time being of Barclays Bank Plc per annum.
- 2.4 The Client may not for any reason withhold any payment to ITV or make any deduction from amounts payable to ITV or set off any amounts payable from ITV against payments payable to ITV.
- 2.5 The payments payable under this Agreement shall be exclusive of any applicable VAT which shall be payable in addition subject to receipt of a valid VAT invoice.
- 2.6 ITV and the Client acknowledge that for the purposes of standard industry practice the Fees represent the ‘net’ value of the Services under this Agreement, excluding commission for the Client’s Agent. The Client

acknowledges and agrees that ITV is in no way liable for the payment of any commission to the Client's Agent or otherwise and that if the Client's Agent fails to perform any relevant obligation under this Agreement on the Client's behalf (including without limitation paying the Fees) then the Client shall remain liable for the full performance of such obligation.

3 APPROVALS

- 3.1 Without prejudice to any of the Client's other obligations, where ITV is providing Deliverables to the Client, the Client will:
- 3.1.1 ensure that the Client Contact (or other nominated contact with final authority to approve) will be available in order to provide any necessary approvals to the Deliverables;
 - 3.1.2 be responsible for working with ITV and representatives of the Client's agency respectively, to manage approvals, compliance and technical/quality control checks;
 - 3.1.3 provide all relevant Client Materials and such reasonable assistance as ITV may require to ITV in a timely manner for the purposes of providing the Services and Deliverables, including all graphics, assets, and sign off on all of these;
 - 3.1.4 ensure that any Talent, extras or personnel the Client is providing will be present at such locations as advised by ITV, when ITV requires them for filming for the Deliverables; and
 - 3.1.5 except as expressly stated otherwise in the Deal Terms, be responsible for all contractual arrangements with any Talent including obtaining the relevant consents for inclusion of their contribution in the Deliverables and the exploitation of the Deliverables as permitted in this Agreement.
- 3.2 The Client shall ensure that approval is sought from the ITV Contact should the Client wish to publish, release or use any Deliverables which:
- 3.2.1 have been amended, cropped, cut-down, extended, improved or added to by the Client in any way (including any Derivative Works); or
 - 3.2.2 include or use any Background IPR.
- 3.3 The Client hereby acknowledges the timing requirements within the Approvals Process and shall comply with the Approvals Process and any other directions notified to the Client by ITV in advance. All Client approvals shall be given within one (1) Business Day unless otherwise specified in the Approvals Process.
- 3.4 The Client agrees and acknowledges that a failure to adhere to the Approvals Process, any agreed timescales, or the obligations on the Client pursuant to this Agreement may result in additional costs being incurred (which will be deemed Agreed Expenses) and/or in delays to delivery or a reduction in the number of Deliverables. In each such case, neither ITV nor its subcontractors shall be liable in any way for any such delay or reduction or failure.

4 WARRANTIES

- 4.1 Each party warrants to the other party that it:
- 4.1.1 has the full authority to enter into and perform this Agreement and that it is not bound by any previous agreement which adversely affects this Agreement;
 - 4.1.2 has put in place and shall maintain throughout the term of this Agreement all processes, procedures and compliance systems to ensure that Modern Slavery, Bribery or Tax Evasion does not occur within its business or down its supply chain;
 - 4.1.3 shall and shall procure that all persons associated with it shall comply with all applicable laws relating to Bribery, Modern Slavery or Tax Evasion;
 - 4.1.4 shall not engage in any activity, practice or conduct which would constitute Bribery, Modern Slavery or Tax Evasion; and
 - 4.1.5 shall inform the other party if Bribery, Modern Slavery or Tax Evasion has occurred, or it has reasonable cause to believe any have occurred, in connection with the Services being provided pursuant to this Agreement.
- 4.2 ITV warrants, undertakes and agrees that:
- 4.2.2 save in respect of the Client Materials and otherwise as expressly provided for in this Agreement, it shall obtain and maintain all necessary consents, licences, permissions, and clearances (including

paying any payments, royalties or fees) in order to supply the Deliverables and so that the Client and its authorised third parties may use or exploit the Deliverables for the Permitted Uses; and

4.2.3 use of the Deliverables as contemplated hereunder will not violate, misappropriate or infringe the rights of any third parties.

4.3 Client warrants, undertakes and agrees that:

4.3.1 in relation to the Client Materials:

4.3.1.1 it is the sole owner of them and is not bound by any previous agreement which adversely affects this Agreement;

4.3.1.2 it has the full authority to authorise ITV, its Affiliates and any third party rightsholders to use the Client Materials as contemplated under this Agreement and such use will not violate, misappropriate or infringe the rights of any third parties;

4.3.1.3 it shall obtain and maintain all necessary consents, licences, permissions, and clearances (including paying any payments, royalties or fees) to the Client Materials necessary for ITV and its subcontractors to supply the Deliverables or Services and perform and comply with its obligations hereunder and so that the Client and its authorised third parties may use or exploit the Deliverables and the Services as contemplated by this Agreement;

4.3.1.4 they comply at all times with Relevant Laws & Codes and shall not put ITV or the Television Network or any operator of the Platforms in breach of Relevant Laws & Codes;

4.3.1.5 they do not contain:

4.3.1.5.1 any material which is in any way defamatory, obscene, pornographic, unlawful, harmful, offensive or inappropriate;

4.3.1.5.2 viruses, bugs, worms, trojan horses, harmful or malicious 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 ITV or any third party;

4.3.1.5.3 references to, or logos or representations of, (whether spoken in text or picture form) any entity other than the Client. For the purposes of this clause, any subsidiaries of the Client, parent company of the Client or other divisions within the Client shall be deemed to be entities which are not the Client;

4.3.2 use of the Deliverables shall be subject to and comply with any restrictions on use set out in the Deal Terms, confirmed via the Approvals Process or otherwise notified by ITV to the Client; and

4.3.3 it shall at all times comply with all Relevant Laws & Codes when exploiting the Licensed Rights.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 All intellectual property rights in or to the Deliverables (save for the Client Materials as incorporated in the Deliverables) shall belong to and vest in ITV for the full period of such rights for all purposes including exploitation of the Deliverables in all media whether now known or hereafter invented or devised, together with all rights of action (including the right to sue for past infringements), powers, and benefits belonging to or accrued to such rights.

5.2 ITV hereby grants the Client a licence to use the Deliverables solely to the extent necessary to exercise its rights under this Agreement subject to any restrictions on third party materials within the Deliverables which ITV may specify from time to time. Save as otherwise provided in this Agreement, the licence granted under this clause 5.2 is exclusive for any Deliverables produced by ITV or its subcontractors specifically for the Client as part of this project, but non-exclusive in relation to any third party materials or Background IPR included within the Deliverables. The Client shall not use the Deliverables otherwise than in accordance with this clause 5.2. Nothing contained in this Agreement will be deemed to grant to the Client any right, title or interest in or under any Background IPR, except as expressly provided in this Agreement.

5.3 The Client hereby grants ITV a royalty-free, sub-licensable licence to use the Client Materials for the Term for the purpose of applying the same to, or otherwise incorporating the same into and producing the Deliverables and providing the Services. On expiry or termination of this Agreement ITV shall not be required to take down any Client Materials which ITV has agreed to put on social media channels operated by members of the ITV Group (if applicable) (and this licence shall survive in respect of the same).

- 5.4** The Client hereby waives or shall procure the waivers of all moral rights in relation to the Client Materials to enable ITV and its subcontractors to perform its obligations under this Agreement and to enable the exploitation of the Deliverables as contemplated in this Agreement.
- 5.5** ITV shall have the right at any time by giving notice in writing to the Client to withdraw the Deliverables (or any part thereof) from this Agreement if in the reasonable opinion of ITV, the Deliverables (or any element thereof) become unavailable for distribution due to (i) actual or threatened litigation relating to the Deliverables; (ii) non-payment by Client; or (iii) any reason beyond ITV's control. Such notice of withdrawal shall be given as far in advance as reasonably possible. Following the receipt of such notice of withdrawal, the Client agrees to immediately withhold the release of or withdraw from distribution any affected Deliverables. ITV may (in its sole discretion) either provide replacement Deliverables or refund the Client part of the Fee on a pro-rata basis (based on the amount of Deliverables withdrawn).

6 INDEMNITY

- 6.1** The Client 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: (i) from any breach of the representations, warranties and undertakings set out in this Agreement (whether foreseeable or unforeseeable); or (ii) as a result of the use, recording or, broadcasting of the Programme incorporating any Client Materials.

7 INSURANCE AND LIABILITY

- 7.1** Without limiting its liability under this Agreement, the Client 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 or the Client in connection with this Agreement.
- 7.2** Nothing in this Agreement shall limit either party's liability for death or personal injury resulting from its negligence or for fraud or for any other liability which may not be excluded or limited as a matter of law.
- 7.3** Subject to clause 7.2, and without in any way limiting the liability of the Client to ITV in respect of payment of the Fees and/or pursuant to clause 6.1 above, neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect or consequential losses or damages (unless expressly stated otherwise) arising in connection with any of the following:
- 7.3.1 loss of profit;
 - 7.3.2 loss of opportunity;
 - 7.3.3 loss of goodwill; or
 - 7.3.4 loss of business.
- 7.4** Subject to clauses 7.2 and 7.3 the aggregate liability of ITV howsoever arising from or in connection with this Agreement or the supply or use of the Deliverables or Services (whether for breach of contract, negligence, misrepresentation (except fraudulent misrepresentation) or otherwise) shall not in any circumstances exceed an amount equal to the Fee paid by the Client.

8 TERM AND TERMINATION

- 8.1** This Agreement shall remain in force for the period of the Term, unless terminated earlier in accordance with its terms.
- 8.2** Either party shall be entitled to terminate this Agreement forthwith by giving notice to the other party at any time if:
- 8.2.1 the other party materially breaches any of the terms and conditions of this Agreement, provided that where the material breach is capable of remedy, the defaulting party fails to remedy such material breach within 7 days of being notified of such breach; or
 - 8.2.2 the other party shall pass a resolution for winding-up or a court shall make an order to that effect, or any petition to wind up the company is presented, or (being a partnership) shall be dissolved, or if the other party shall cease, or threaten to cease, to carry on its business or substantially the whole of its business, or become or are declared insolvent or commit any act of bankruptcy or convene a meeting of or make or propose to make any arrangement or composition with its creditors or if a liquidator, receiver, administrator, trustee, manager or similar officer is appointed in respect of any of

that party's assets or any analogous step is taken in connection with the other party's insolvency, bankruptcy or dissolution.

8.3 Notwithstanding the foregoing, ITV shall be entitled to terminate this Agreement:

8.3.1 immediately, if the Client fails to pay any Fee in accordance with the Payment Terms set out in the Deal Terms;

8.3.2 by giving one week's notice to the Client in the following circumstances:

8.3.2.1 the Client's breach of clause 4.3.1;

8.3.2.2 the Client's breach of paragraph 2.8 of Schedule 3; and/or

8.3.2.3 if production of the Programme is cancelled or suspended for any reason, provided that one week's notice is possible (otherwise such notice as is reasonably practicable).

8.4 In the event of termination or expiry:

8.4.1 ITV shall cease production, performance and other preparations of work in respect of the Services or Deliverables (as applicable);

8.4.2 all rights and licences granted pursuant to this Agreement shall cease (except for those granted pursuant to clause 8.5), provided that if the Usage Term (as set out in the Deal Terms) is longer than the Term in the event of termination by the Client, the Deliverables which have been created to that point shall be delivered to the Client and the Client shall continue to be able to use the Deliverables until the end of that Usage Term; and

8.4.3 the Client shall pay to ITV (i) all costs (including any Agreed Expenses) incurred or irrevocably committed by ITV prior to the date of termination; and (ii) a pro-rated Fee in respect of the Services and Deliverables provided prior to the date of termination (such Fee to be determined by ITV acting reasonably and in good faith); and

8.4.4 the Client shall at its own expense, and within fifteen (15) Business Days, return or otherwise dispose of in accordance with the directions of ITV all remaining physical products created pursuant to exploitation of the Licensed 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, either preparatory to, or as a result of, this Agreement to the extent such material remains confidential.

8.5 Termination of all or part of this Agreement shall not affect any accrued rights or liabilities nor the coming into force of this Agreement or any terms of this Agreement which expressly or by implication are intended to come into force or continue in force on or after such termination.

9 SUSPENSION OF SERVICES AND/OR DELIVERABLES

9.1 Without prejudice to clause 8 which for the avoidance of doubt shall be exercisable at any time, ITV shall have the option (at its sole discretion) to suspend providing the Services or Deliverables (as applicable) for a total of twenty (20) Business Days by providing written notice to the Client if any of the following events occur:

9.1.1 the Client fails to pay any Fee in accordance with the Payment Terms set out in the Deal Terms;

9.1.2 ITV determines, acting reasonably, that continuing to work with the Client to provide the Services or Deliverables (as applicable) would be detrimental to the reputation of ITV or its Affiliates;

9.1.3 ITV has reason to believe a breach of Data Protection Laws has occurred; or

9.1.4 ITV has reason to believe a breach of third party Intellectual Property Rights has occurred.

10 MARKETING AND CONFIDENTIALITY

10.1 Each party undertakes to use the other party's Confidential Information only for the purposes of fulfilling its obligations under this Agreement and agrees to keep confidential and not to disclose to any person any Confidential Information without the prior written consent of the disclosing party except as permitted by this Agreement.

10.2 The receiving party may disclose or permit the disclosure of Confidential Information: (i) to persons employed or engaged by it only to the extent necessary to enable them to perform or cause to be performed or to benefit from or enforce any of its rights or obligations under this Agreement, and provided that the receiving party shall ensure that all such persons shall comply with these confidentiality obligations in the same manner as if they were the receiving party; or (ii) when required to do so by law or

regulation provided that the receiving party shall notify the disclosing party of any required disclosure as soon as reasonably practicable in the circumstances if permitted to do so and shall take reasonable action to avoid or limit such disclosure.

- 10.3 The provisions of this clause shall not prevent the receiving party from disclosing any information which is or subsequently comes into the public domain other than as a result of a breach of this clause 10; or was independently developed by the receiving party; or was received from a third party which was free to divulge such information.
- 10.4 The parties agree that damages alone may not be an adequate remedy for the breach of this clause 10 and without prejudice to any other rights and remedies it may have, the disclosing party shall be entitled to seek equitable relief (including injunctive relief) concerning any threatened or actual breach of any of the provisions of this clause 10.
- 10.5 ITV (and its subcontractors) shall be entitled to make public the fact that it has undertaken work for the Client and to use the Deliverables (or extracts from the Deliverables) for reasonable promotional and marketing purposes.
- 10.6 Neither party shall use nor refer to the name, trademarks or logos of the other or its subcontractors in connection with this Agreement or in any publicity, advertisement or other disclosure in relation to the same (except to the extent included within the Deliverables or as expressly granted herein) without the other party's written approval, not to be unreasonably withheld or delayed, except as required by law or by any legal or regulatory authority.

11 DATA PROTECTION

- 11.1 This Agreement allocates certain rights and responsibilities among the Parties as enforceable contractual obligations between themselves, however nothing in this Agreement is intended to limit or exclude either Party's responsibilities or liabilities under Data Protection Laws (including under Article 82 of the GDPR and the duties owed by each party to Data Subjects under any Data Protection Laws).
- 11.2 Based on the nature of the Services and the Deliverables, the parties acknowledge and agree that each party is an independent Controller for any Personal Data that is shared. If and to the extent that the Parties determine that the relationship between them is not one of separate and independent Controllers because it is between Joint Controllers, or between one or more Controllers and one or more Processors, then they will cooperate in agreeing and documenting appropriate arrangements for that other relationship or those other relationships.
- 11.3 Each party is separately responsible for complying with its own respective obligations under Data Protection Laws and commits that it shall do so including:
 - 11.3.1 ensuring that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Personal Data against accidental loss or destruction of or damage to Personal Data;
 - 11.3.2 having in place a lawful basis under Article 6 for the processing of Personal Data by it and an Article 9 condition under the UK GDPR for any special category data processed including as required for the sharing of Personal Data under this Agreement;
 - 11.3.3 shall ensure that all necessary information is provided to Data Subjects with regards to its Processing under Articles 5(1)(a), 13 and 14 of the UK GDPR or any similar Data Protection Laws, including as required for the sharing of Personal Data under this Agreement.
- 11.4 The parties further agree as follows in respect of the sharing of the Shared Personal Data between them under this Agreement:
 - 11.4.1 each party shall only provide or Process Personal Data as part of the Shared Personal Data as necessary for the purpose of this Agreement;
 - 11.4.2 each party is responsible for processing and responding to Data Subject rights requests, complaints or other communications relating that party's own processing activities;
 - 11.4.3 in the event of any Personal Data Breach impacting the Shared Personal Data, the party first aware of it shall promptly notify the other party;
 - 11.4.4 the parties shall reasonably co-operate in relation to any complaints or queries received from any Data Subject or regulator; and
 - 11.4.5 the Processing of the Shared Personal Data shall only take place within the United Kingdom and/or the European Economic Area (and if applicable, subject to appropriate safeguards as may be required

under the Data Protection Law from time to time). Onward transfers of the Shared Personal Data may also take place elsewhere in the world, subject to any applicable lawful transfer mechanism required by Data Protection Laws from time to time.

11.5 Each party shall notify the other party promptly and without undue delay in the event that it:

- 11.5.1 receives or becomes aware of any claim, complaint, query and/or exercise or purported exercise of proposed rights by a Data Subject under the Data Protection Laws in relation to the Shared Personal Data where it impacts the other party in whole or in part;
- 11.5.2 receives or becomes aware of any investigation or enforcement activity by the Information Commissioner or any other relevant regulator in relation to the Shared Personal Data in whole or in part.
- 11.6 Each party shall provide reasonable and timely assistance, information and cooperation where reasonably requested by the other party in respect of the collection and/or Processing of the Shared Personal Data under this Agreement.

12 FORCE MAJEURE

- 12.1 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 Agreement caused by any Force Majeure Event provided that such Force Majeure Event is notified promptly to the other party.
- 12.2 In the event that either party receives a notification under clause 12.1 above, the parties shall have a good faith discussion taking into account the work performed under the Agreement by each party and the fees incurred up to the date of the notice.
- 12.3 If a party (the “**Affected Party**”) is unable to perform any of its obligations under this Agreement for more than twenty (20) Business Days as a result of the Force Majeure Event, the other party may terminate this Agreement at any time and without further liability upon giving written notice to the Affected Party.

13 GENERAL

- 13.1 Neither party may assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party, except that ITV shall be entitled upon giving notice to the Client to sub-contract, assign or otherwise transfer this 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.
- 13.2 Nothing in this Agreement shall be construed as constituting a partnership between or joint venture by the parties and neither shall be, or hold itself out to be, the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.
- 13.3 No waiver by any of the parties of any breach of any term of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other term.
- 13.4 This Agreement (including any agreed Changes if applicable) represents the entire agreement between the parties relating to this Agreement and shall be legally binding and shall supersede and replace all prior oral and written understandings regarding the subject matter.
- 13.5 Subject to clause 13.6 below, each of the parties acknowledges and agrees that:
 - 13.5.1 it does not enter into this 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 Agreement) which is not expressly contained or referred to in this Agreement (a “**Representation**”);
 - 13.5.2 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
 - 13.5.3 without prejudice to clause 6 above and subject to clause 7.2, 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 Agreement) which is expressly contained or referred to in this Agreement shall be the rights and remedies for breach of contract under this Agreement.

- 13.6 Any amendment or variation must be in writing and signed by both parties. The Client acknowledges that ITV's subcontractors are not authorised to bind ITV in respect of any change to this Agreement.
- 13.7 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and all other provisions in this Agreement shall continue in full force and effect.
- 13.8 Save for any ITV Group company or third party rights holder, 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. Notwithstanding the foregoing, this Agreement may be rescinded or varied in any way and at any time by the parties to this Agreement without the consent of any of the members of the ITV Group.
- 13.9 This Agreement may be executed in any number of counterparts (each of which taken together will be deemed to constitute one and the same agreement and each of which individually will be deemed to be an original) with the same effect as if the signatures on each counterpart were the same original document.
- 13.10 Any notice given under the terms of this Agreement shall be given in writing excluding email except where expressly provided and addressed to the applicable Client or ITV Contact. Where a notice is sent to ITV, one copy shall also be sent to: Head of Legal (Commercial) at ITV Media and Entertainment at the address set out on the Deal Terms. Any written notice 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:
- 13.10.1 personally delivered be deemed to have been received at the time of delivery; or
- 13.10.2 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.
- 13.11 The provisions of those clauses intended to have continuing effect (including, without limitation, clauses 1 (*Definitions and Interpretation*), 2 (*Services and Payment*); 4.3.1.4 (*Warranties*); 5.1 and 5.3 (*Intellectual Property*); 6 (*Indemnity*); 7 (*Insurance and Liability*); 8.4 & 8.5 (*Term and Termination*); 10 (*Marketing and Confidentiality*); 11 (*Data Protection*) and 13 (*General*); Schedule 1; Schedule 2 paragraphs 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 3.1 and 3.2; and Schedule 3 paragraphs 1.2, 1.4, 1.5, 2.2, 2.4, 3.2, 3.3, 3.4, 3.5, 3.7, 3.8 and 3.10)) shall continue in full force and effect following the termination or expiry of this Agreement.
- 13.12 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) is governed by, and will be construed in accordance with, the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or other matter arising under or in connection with this Agreement (including non-contractual disputes or claims).

SCHEDULE 1

GLOSSARY

In these Terms and Conditions all capitalised terms shall have the meaning ascribed to them in the Deal Terms unless specified otherwise below. The following capitalised words and expressions have the meanings set out next to them:

"Affiliate" means in relation to any party, any person which, directly or indirectly, (i) is controlled by that party; or (ii) controls that party; or (iii) is under substantially common control with that party, and for this purpose "control" means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes and "controlled" shall be construed accordingly;

"Agency" has the meaning given to it in the Deal Terms;

"Agreed Expenses" means costs and expenses legitimately incurred by ITV in the performance of the Services that are approved in advance in writing by and chargeable to Client in addition to the Fee (such approval not to be unreasonably delayed or withheld) and which may include payments for third party consents for the use and exploitation of the Deliverables;

"Agreement" means these Terms and Conditions (including this Glossary), the Deal Terms, and any of the following to the extent they apply: (i) the Product Placement T&C Schedule; (ii) the Promotional Licence T&C Schedule; (iii) the Production Services T&C Schedule; and/or (iv) Competition Requirements;

"Approvals Process" has the meaning given to it in the Deal Terms;

"Background IPR" means any and all Intellectual Property Rights owned by ITV that were created prior to, and/or independently of, the Deliverables;

"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 Monday to Friday excluding any bank holidays in the UK;

"Change" means a change to the material terms of this Agreement, including, but not limited to a change in the Deliverables, Usage Term, Permitted Uses, Delivery Schedule (as each are described in the Deal Terms) and/or Talent (and any corresponding amendment to the Fee or Agreed Expenses);

"Change Control Note" means the written record (including email correspondence) of any Change agreed or to be agreed by the parties pursuant to the Change Control Procedure;

"Change Control Procedure" means the procedure for agreeing a Change, as set out in paragraph 2 of the Production Services T&C Schedule;

"Client" has the meaning given to it in the Deal Terms;

"Client Contact" has the meaning given to it in the Deal Terms;

"Client Materials" means any of the marks, logos, images, stills, footage, clips, music, recordings, assets, documents, guidelines, or any other materials provided by or on behalf of the Client for use in connection with this Agreement, including (as applicable) any Product;

"Client's Agent" has the meaning given to it in the Deal Terms;

"Competition Requirements Schedule" means Schedule 5 of these Terms and Conditions (to the extent applicable to the Deal Terms);

"Competitors" has the meaning given to it in the Deal Terms;

"Confidential Information" 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):

- (a) the existence and contents of this Agreement; and

(b) any information materials or data (including Personal Data) in any form produced by, for, on behalf of or shared with either party during the Term of and pursuant to this Agreement.

Confidential Information shall not include:

- (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 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 Client Materials provided for the purposes of broadcast or other public distribution;

"Copy Clearance Body" means any advertising copy clearance body nominated by the Client and approved by the distribution platform which may include without limitation Clearcast Limited or any successor or replacement service;

"Copyright Material" means the copyright material listed in the Deal Terms and any logos included in the Marks;

"Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (DPA), the General Data Protection Regulation ((EU) 2016/679) (EU GDPR) as transposed into UK Laws by the European Union (Withdrawal) Act 2018 and the DPA (UK GDPR); any other applicable Laws and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and statutory codes of practice issued by the Information Commissioner applicable to a party. **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, process and/or processing, special categories of personal data**, shall have the meanings given to them in the relevant Data Protection Laws;

"Deal Terms" means the agreed commercial terms which refer to and incorporate these terms and conditions;

"Deliverables" means any deliverables set out in the Deal Terms;

"Delivery Deadline" means any relevant delivery deadline defined in the Deal Terms;

"Delivery Schedule" has the meaning given to it in the Deal Terms;

"Derivative Works" means any content that is derived from, or is an adaptation, modification or transformation of any Deliverable(s);

"Editorial Decisions" means any decision concerning the development, production, content, scheduling, marketing, promoting and/or advertising of the Programme;

"Fee(s)" means the fee agreed between the Client and ITV for the provision of the Services and Deliverables as set out in the Deal Terms;

"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) a pandemic, epidemic or similar, 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;

"Group" means (in relation to any company) that company and any holding company of that company and any subsidiary undertakings from time to time of that company or of any such holding company;

"Insolvent" means, in relation to any person, if:

- (a) it is unable or admits inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts under applicable law, suspends or threatens to suspend making payments on any of

its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness (except as part of a genuine refinancing); or

- (b) any corporate action, legal proceedings or other procedure or step is taken in relation to it for:
- the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - any composition, compromise, assignment or arrangement with any creditor; or
 - the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of it, any Affiliate or any of its assets;

"Information Commissioner" means the UK regulator or supervisory authority for Data Protection Laws;

"ITV" has the meaning given to it in the Deal Terms;

"ITV Contact" has the meaning given to it in the Deal Terms;

"ITV Group" means ITV or any member of its Group;

"Intellectual Property Rights" means trade marks, service marks, logos, brand names, company names, business names, domain names, copyright, patents, rights in computer software, moral rights, design rights, know how, database rights, confidential information, rights protecting goodwill, reputation and image and/or any other right of a similar nature whether or not registered or capable of registration and any applications for the protection or registration of any of these rights and all renewals, revivals and extensions thereof throughout the world;

"Licence Term" has the meaning given to it in the Deal Terms;

"Licensed Property" has the meaning given to it in the Deal Terms;

"Licensed Rights" has the meaning given to it in the Deal Terms;

"Marks" means the Registered Trade Marks and any unregistered trade marks or logos;

"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;

"Named Talent" has the meaning given to it in the Deal Terms;

"Nominated Approval Contact" means the representative of ITV with authority for approving any Change in accordance with the Change Control Procedure;

"Ofcom" means the Office of Communications or its successor;

"Payment Terms" has the meaning given to it in the Deal Terms;

"Permitted Uses" has the meaning given to it in the Deal Terms;

"Platforms" means the websites (including dedicated Programme websites (if applicable)), apps and/or other platforms owned or operated by the ITV Group in respect of any Programme shown on any ITV television channels;

"Programme" means any television programme set out in the Deal Terms;

"Programme Period" has the meaning given to it in the Deal Terms;

"Prohibited Act" means any direct or indirect breach of the Relevant Requirements (as defined in clause 4.3.3), including any offence that would constitute an offence under the Bribery Act 2010 or under other legislation or common law concerning fraudulent acts;

"Payment Terms" means any payment terms set out in the Deal Terms;

"Product" means any product defined in the Deal Terms and includes the product packaging;

"Product Placement Period" means any product placement time period specified in the Deal Terms;

"Product Placement Terms Schedule" means Schedule 1 of these Terms and Conditions (to the extent applicable to the Deal Terms);

"Production Services Terms Schedule" means Schedule 3 of these Terms and Conditions (to the extent applicable to the Deal Terms);

"Promotional Licence Terms Schedule") means Schedule 2 of these Terms and Conditions (to the extent applicable to the Deal Terms);

"Promotional Material" means promotional or advertising material or other material created in connection with the exploitation of the Licensed Rights and featuring the Licensed Property, including but not limited to (i) advertising material in any media (including but not limited to television, cinema, print, radio, and online (including on social media) and direct marketing communications); (ii) point of sale material; (iii) labels or packaging material for consumer products; and (iv) programmes or brochures sold or given to audiences or attendees of any licensed event or performance;

"Registered Trade Marks" means any registered trade marks and/or applications for registered trade marks listed in the Deal Terms;

"Relevant Laws & Codes" any applicable statute, enactment, ordinance, order, regulation or other similar instrument (including those relating to Bribery, Modern Slavery, Tax Evasion and the Data Protection Laws) together with any code of practice, adjudication, decision, direction or rule of any regulator, regulatory or self-regulatory body (including Ofcom, the Broadcast Committee of Advertising Practice (BCAP), the Committee of Advertising Practice (CAP) and the Advertising Standards Authority (ASA)) which relate to the performance of this Agreement;

"Required Legal Notice" has the meaning given to it in the Deal Terms;

"Services" means any services to be performed by ITV for Client in order to produce the Deliverables and any other services set out in this Agreement;

"Shared Personal Data" is defined in the Deal Terms;

"Specific Terms Schedules" means each of the Product Placement Terms Schedule, the Promotional Licence Terms Schedule, the Production Services Terms Schedule and the Competition Requirements Schedule;

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

"Talent" means any on-screen contributors for the Deliverables including Named Talent and extras;

"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 to it in the Deal Terms;

"Territory" has the meaning given to it in the Deal Terms;

"Usage Term" has the meaning given to it in the Deal Terms; and

"VAT" means value added tax or any analogous tax in any relevant jurisdiction including but not limited to use, sales and local sales taxes of any kind.

SCHEDULE 2

PRODUCT PLACEMENT: SPECIFIC TERMS AND CONDITIONS

1. ITV'S OBLIGATIONS

1.1. ITV enters into this Agreement, in connection with the Product, 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 ITV1, 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 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 ITVM, ITV Consumer Limited.

1.2. This Agreement only requires ITV 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 Deal Terms during the Product Placement Period. ITV 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. CLIENT'S AGREEMENTS AND OBLIGATIONS

2.1. The Client agrees that all Editorial Decisions shall be made entirely and at the sole discretion of ITV.

2.2. The Client acknowledges that the Product will only be included in the Programme if it is approved by ITV Rights Limited 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 Client acknowledges that any decisions on how the Product is featured in a Programme shall be made by ITV, ITV's editorial commissioners and/or the Programme producers in their sole discretion and are subject to change.

2.3. The Client shall at no cost to ITV supply ITV with Products on or before the applicable Delivery Deadline(s) in accordance with the specifications and delivery instructions (including as to location) supplied by ITV from time to time. The Client shall also be responsible for all costs associated with the removal of the Product from the location specified by ITV.

2.4. ITV shall not be in breach of this Agreement in any way as a result of any failure to place the Product into the Programme if ITV does not receive the Product by the relevant Delivery Deadline(s) or other Client Materials by delivery deadlines reasonably specified by ITV or if the Product or Client Materials do not comply with ITV's specifications or delivery instructions or the Client is otherwise in breach of this Agreement. In such circumstances, ITV shall remain entitled to charge in full for any fees payable pursuant to this Agreement.

2.5. The Client agrees that if in ITV'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 Agreement and/or Relevant Laws & Codes, ITV may make such changes and shall have no liability to the Client for the same.

- 2.6. Any Intellectual Property Rights in the Product and/or the Client 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 Client.
- 2.7. To the extent necessary, the Client hereby acknowledges and agrees that ITV 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.
- 2.8. The Client 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 (or its licensors as the case may be) and the Client shall not acquire any rights (including Intellectual Property Rights) in or associated with the Programme or the Platforms as a result of this Agreement.
- 2.9. The Client shall cooperate fully with ITV 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 Agreement including the placing of the Product in the Programme.
- 2.10. The Client acknowledges and agrees that ITV reserves the right to sell, or allow to be sold other product placement opportunities within the Programme to third parties.
- 2.11. The Client represents, warrants and undertakes that:
- (a) it is able to grant the licence under paragraph 2.7 of this Schedule 2 and that the broadcast and/or transmission and/or posting of the Programme incorporating the Product or any other Client Materials by ITV 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; and
 - (b) the Product shall be safe and comply with all Relevant Laws & Codes in force from time to time.
- 2.12. If the Client fails to make any payment when due, without affecting any other rights which it may have, ITV Commercial may (at its sole discretion) remove the Product from the Programme and suspend any other Service(s) or licence(s) set out in the Deal Terms until the relevant amount is paid and charge the Client 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 Agreement.
- 2.13. Without prejudice to clause 10 of the Terms and Conditions, the Client shall ensure that any promotion of its product placement or other rights under this Agreement shall be subject to ITV's prior approval and that such promotion shall comply with Relevant Laws & Codes. To the extent that the Client 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 and/or any social media platform objects to any communications made by the Client for any reason, the Client shall immediately remove or amend (as directed by ITV) such communications.
- 2.14. Where ITV Commercial is acting as agent for more than one party then termination by the Client in accordance with clause 8.2 of the Terms and Conditions, shall only be in respect of the part of the Agreement relating to that party and the remaining provisions of the Agreement will continue in full force. In the event that part of this Agreement is terminated pursuant to this paragraph 2.14 of Schedule 2, the parties shall agree, in good faith, an adjustment to the Fees.

3. LIABILITY

- 3.1 The parties agree that the liability of each of the principals, on behalf of whom ITV has entered into this 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.
- 3.2 Pursuant to paragraph 3.1 of this Schedule 2 and for the avoidance of doubt, the Client agrees that:

- (a) ITV Rights Limited shall be solely responsible for the obligations and liabilities under this Agreement relating to product placement on ITV;
- (b) ITV Digital Channels Limited shall be solely responsible for the obligations and liabilities under this Agreement relating to product placement on ITV3;
- (c) ITV2 Limited shall be solely responsible for the obligations and liabilities under this Agreement relating to product placement on ITV2, ITV4 and/or ITVBe;
- (d) ITV Breakfast Broadcasting Limited shall be solely responsible for the obligations and liabilities under this Agreement relating to product placement on ITV Breakfast; and
- (e) ITV Consumer Limited shall be solely responsible for the obligations and liabilities under this Agreement relating to product placement on ITVM,

and the Client 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.

a.

SCHEDULE 3

PROMOTIONAL LICENCE: SPECIFIC TERMS AND CONDITIONS

1. GRANT OF LICENCE

- 1.1. In consideration of the obligations, warranties and undertakings of the Client herein contained and subject to their full and timely performance and observance, ITV hereby grants to the Client a non-exclusive licence to exploit the Licensed Rights for the Licence Term throughout the Territory on and subject to the terms and conditions set forth in this Agreement.
- 1.2. The Client may not utilise the Licensed Property or any other material supplied by ITV for any purpose other than to fulfil its obligations or exercise its rights under this Agreement.
- 1.3. The Client acknowledges that ITV is the owner (or licensee) of the Marks and Licensed Property.
- 1.4. All rights not expressly granted are reserved to ITV (or, if applicable, any third party rights holder) absolutely.
- 1.5. Save in respect of the grant of the Licensed Rights to the Client, ITV shall not be liable in any respect in relation to or in connection with any promotional material or licensed products or services and the Client 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.

2. CLIENT'S OBLIGATIONS

- 2.1. The Client shall comply strictly with the directions of ITV regarding the form and manner of the use and application of the Licensed Property on and in connection with the Promotional Material, including the directions contained in the Style Guide. The Style Guide shall at all times remain the property of ITV and shall not be copied, reproduced or used other than in accordance with the terms of this Agreement.
- 2.2. The Client shall not without ITV's prior written consent use the name, likeness, image or voice of any person appearing in the Programme in connection with the exploitation of the Licensed Rights including on or in any Promotional Material or to endorse the Client's products and/or services.
- 2.3. The Client acknowledges and agrees that where any music from the Programme is used in any exploitation of the Licensed Rights and/or Promotional Material, clearances for such music must be obtained by the Client directly from the owner thereof prior to the relevant exploitation and/or distribution of the Promotional Material. The Client shall inform ITV of any proposed use of such music prior to approaching the owner. For the avoidance of doubt, no music is included in the Licensed Property under the terms of this Agreement.
- 2.4. The Client shall promptly provide ITV with details of any consumer or third party complaints it has received and with any copies or transcripts of any communications with any regulatory, industry or other authority that relate to the exploitation of the Licensed Rights and/or Promotional Material 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 in respect thereof.
- 2.5. The Client shall bear the costs of producing and distributing the Promotional Material and any other costs associated with the exploitation of the Licensed Rights as applicable.
- 2.6. The Client shall ensure that it has appropriate recall procedures in place to deal with any requirements to withhold, withdraw or return Promotional Material in accordance with paragraph 5 below or clause 7.4(b) of the Terms and Conditions.
- 2.7. The Client shall ensure that the Promotional Material does not feature any third party advertisements, commercial, sponsorship, promotional material and/or external third party links without the prior written consent of ITV.
- 2.8. The Client shall ensure that in its exploitation of the Licensed 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, the ITV Group and/or any third party rights holder and/or its or their goodwill, brands, programmes, business names, and/or trademarks.
- 2.9. The Client shall ensure that the promotional material and/or the exploitation of the Licensed 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 antidiscrimination laws or regulations; (vi) do not constitute unfair competition; (vii) do not cause ITV (or any third party rights holder) to breach any statutory or regulatory duty or criminal law; and (viii) are not in any other way unlawful.

- 2.10. The Client shall not use any modification, abbreviation or adaptation of the Licensed Property, except where previously agreed by ITV Commercial in writing.
- 2.11. The Client shall bear all design, development, production, maintenance, support, distribution, operation, hosting, advertising, marketing and promotion costs for its exploitation of the Licensed Rights.

3. TITLE, GOODWILL AND REGISTRATIONS

- 3.1. The Client shall procure that all Promotional Material bears the Required Legal Notice and/or any other statement as notified in writing by ITV to the Client (and shall not remove or authorise the removal of the same).
- 3.2. Any goodwill derived from the use by the Client of any Mark included in the Licensed Property shall accrue to the registered proprietor of the Mark. ITV may at any time call for a confirmatory assignment of that goodwill and the Client shall immediately execute it.
- 3.3. The Client 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.
- 3.4. The Client shall not apply for, or obtain, registration of the Marks (or any of them) and/or for any trade or service mark which consists of, or comprises, or is similar to, the Marks (or any of them) for any goods or services in any country.
- 3.5. The Client shall not apply for, or obtain, registration of any domain name which consists of, or comprises, or is similar to, the Marks (or any of them).
- 3.6. The Client shall, at the request of ITV, assist in obtaining registration of this Agreement as a licence of any Registered Mark at the appropriate trade mark registry.
- 3.7. The Client hereby assigns to ITV free of all liens, charges, encumbrances and third party rights of whatsoever nature (and by way of present assignment of future copyright where material has yet to be created) all copyright and any other Intellectual Property Rights and accrued rights of action in any element of the Promotional Material including Derivative Works (whether created as at the date of this Agreement or in the future) for the full duration of such rights throughout the world, including any extensions, reversions and renewals thereof. The Client undertakes to obtain an assignment of rights in materially the same form as the assignment in this paragraph 3.7 of Schedule 3 to ITV from any person who, on behalf of the Buyer, creates any Derivative Works.
- 3.8. The Client 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 Works.
- 3.9. This Agreement shall not be construed as an assignment or grant to the Client of any title in the Intellectual Property Rights constituting or associated with the Licensed Property.
- 3.10. On ITV's request, the Client shall execute or cause to be executed all documents and do or cause to be done all further acts and things as that other party so requiring may reasonably require to give full effect to the terms of this Agreement.

4. PROTECTION OF THE LICENSED PROPERTY

- 4.1. The Client shall immediately notify ITV in writing giving full particulars if any of the following matters come to its attention:
 - 4.1.1 any actual, suspected or threatened infringement of the Licensed Property (or any part of it) by the Client or anyone performing any obligations on behalf of the Client under this Agreement;
 - 4.1.2 any claim that use of the Licensed Property (or any part of it) infringes the rights of any third party;
 - 4.1.3 any claim that any Mark is invalid or any opposition to any Mark;

- 4.1.4 any other 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 Agreement.
- 4.2 In respect of any of the matters listed in paragraph 4.1, ITV and/or the proprietor of the relevant part of the Licensed Property shall:
 - 4.2.1 in their absolute discretion, decide what action if any to take;
 - 4.2.2 have exclusive control over, and conduct of, all claims and proceedings; and
 - 4.2.3 bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for their own account.
- 4.3 In respect of any of the matters listed in paragraph 4.1, the Client shall not make any admissions other than to ITV and/or the proprietor of the relevant part of the Licensed Property and shall provide them with all assistance that they may reasonably require in the conduct of any claims or proceedings.
- 4.4 The provisions of section 30 of the Trade Marks Act 1994 (and where applicable the rights of exclusive Clients to bring proceedings under article 22(3) of Council Regulation 207/09 on the Community Trade Mark) are expressly excluded.

5 WITHDRAWAL OF PROMOTIONAL MATERIAL AND LICENSED PROPERTY

- 5.1 Upon giving five (5) Business Days' written notice, ITV shall have the right to require the Client to withhold the release of any Promotional Material or to withdraw any Promotional Material from distribution where in the reasonable opinion of ITV such Promotional Material or the distribution of them breaches or would breach the Client's obligations or warranties under this Agreement. Following the receipt of such notice thereof from ITV, the Client hereby agrees to immediately withhold or withdraw such Promotional Material. In the event that the Promotional Material poses any danger to health or safety, ITV may give less than five (5) Business Days' notice.
- 5.2 ITV shall have the right at any time by giving notice in writing to the Client to withdraw the Licensed Property (or any element of it) from this Agreement if in the reasonable opinion of ITV 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 having been advised by its legal advisors to withdraw it for reasons including but not limited to restrictions imposed on ITV by any third party rights holders and/or creative participants in the Licensed Property; or (iii) any reason beyond ITV'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 Business Days' notice. Following the receipt of such notice of withdrawal the Client hereby agrees to: (i) immediately withhold the release of or withdraw from distribution any Promotional Material containing the Licensed Property (or, if applicable, the element of the Licensed Property that has been withdrawn); and (ii) accept a refund of the Fee on a pro-rata basis.
- 5.3 If the Licensed Property is withdrawn no other sums or compensation, other than that set out in paragraph 5.2 above, shall be payable by ITV and the Client shall and does waive all claims against ITV that may arise from such withdrawal of the Licensed Property.

SCHEDULE 4
PRODUCTION SERVICES: SPECIFIC TERMS AND CONDITIONS

1. SUPPLY OF SERVICES

- 1.1. The Client hereby appoints ITV for the Term to produce and deliver the Deliverables in accordance with the terms of this Agreement and ITV hereby accepts such appointment.
- 1.2. References in this Schedule 4 to "Deliverables" shall mean the Production Deliverables (as defined in the Deal Terms).
- 1.3. ITV shall supply the Services and deliver the Deliverables in accordance with good industry practice and comply with the Client's reasonable instructions from time to time, subject to the terms and conditions of this Agreement.
- 1.4. ITV hereby grants the Client a sub-licensable licence to use the Deliverables throughout the Territory only for the Permitted Uses for the Usage Term subject to any restrictions on third party materials within the Deliverables which ITV may reasonably specify from time to time.
- 1.5. ITV shall provide such information and updates as Client may reasonably request from time to time.
- 1.6. ITV shall be under no obligation to supply the Services and deliver the Deliverables until a purchase order for such supply and delivery has been raised by the Client in accordance with the Deal Terms.

2. CHANGE CONTROL

- 2.1. The Client may at any time submit a written request for Change to ITV in accordance with this paragraph 2. No Change will come into effect until a Change Control Note has been agreed in writing by the Nominated Approval Contact.
- 2.2. A Change request must be in writing (which may include email) to the ITV Contact and include sufficient information to enable ITV to assess the Change, including as a minimum the date of request and an appropriately detailed description of the requested Changes, including any impact on the Deliverables, Usage Term, Permitted Uses, Delivery Schedule and/or any Talent arrangements as set out in the Deal Terms.
- 2.3. Following receipt of a Change request from the Client, ITV shall assess the requested Change and as soon as reasonably practicable following approval from the Nominated Approval Contact confirm to the Client if ITV can accommodate such request or not. If ITV can accommodate such Change, it shall issue a Change Control Note to the Client Contact including:
 - (a) a description of the Change;
 - (b) the effect of the proposed Change on the material terms of this Agreement, which may include changes to: (i) the Deliverables Usage Term, Permitted Uses, Delivery Schedule and/or Talent arrangements; (ii) the Fee and Payment Terms; and (iii) any other term of this Agreement; and
 - (c) the date of expiry of validity of the Change Control Note.
- 2.4. If Client confirms its agreement to a Change of Control Note (including via email correspondence) and ITV proceeds to implement such changes, then that Change Control Note will amend this Agreement with effect from Client's approval.
- 2.5. Without prejudice to paragraphs 2.1 to 2.4 of this Schedule 4, if during the course of the production of the Deliverables, the Client requires ITV to postpone the production schedule or carry out any extra work arising from alterations in or departure from the approved treatment, script, artwork, storyboard, or any additions, revisions or other changes in the commercial(s) made at the request of the Client, the Client agrees to pay such additional charges as Agreed Expenses.

3. ADVERTISING AND OTHER CLEARANCES

- 3.1. The Client shall review any briefs, story boards and deliverables to ensure that information is available to substantiate product claims made in the Deliverable or as otherwise required to satisfy the requirements of Relevant Laws & Codes in the UK.

- 3.2. In addition, ITV shall (where applicable) submit the Deliverables to any Copy Clearance Body for approval. The Client shall provide or procure the provision of any information required by any Copy Clearance Body to substantiate any claims made in respect of the Deliverables and any Client products or services and shall ensure that any information, editorial requirements or materials provided by the Client for use in the Deliverables is compliant with the requirements of the Copy Clearance Body. For the avoidance of doubt, ITV shall not be responsible for acceptance or clearance of the Deliverables by distribution platforms (for example, social media platforms or cinema exhibitors).
- 3.3. Where the parties agree in advance to include music in the Deliverables and this is set out in the Deal Terms, ITV shall be responsible for obtaining and paying for synchronisation licences for the inclusion of musical compositions or sound recordings in the Deliverables for the Permitted Uses. Other than such synchronisation licences, ITV is not responsible for clearing or paying for any licences or clearances relating to any musical composition or sound recording in the Deliverables or the exploitation, communication to the public or performance in public of such musical composition or sound recording.
- 3.4. ITV or its subcontractors may propose the inclusion of materials that are time sensitive or subject to other restrictions (by way of example only, materials that are included under the so called “fair dealing” provisions of copyright law or footage of events / films that have been offered by third parties for use by the media for a limited period only). ITV, or its subcontractors, shall inform the Client of any applicable restrictions during the Approvals Process. If the inclusion of such materials is agreed by the Client, the Client shall abide by such restrictions.

SCHEDULE 5

COMPETITION REQUIREMENTS

General running of Competitions using the Licensed Property

1. The Client shall obtain ITV's prior approval of all uses of the Licensed Property on or in relation to the Promotional Material or otherwise in connection with running a Competition. In obtaining such approval the Client shall comply with the procedures set out in the Deal Terms or such other procedures to be notified to the Client by ITV from time to time.
2. The Client warrants that the privacy notice, and terms and conditions relating to each of the Competitions ("**Competition Ts&Cs**") shall include terms in accordance with paragraph 3.1 below and it shall conduct the Competitions in accordance with all Relevant Laws & Codes and, if the Competitions are run on a third party platform, with any third party platform terms and conditions.
3. The Client shall provide to ITV the Competition Ts&Cs for ITV's prior written approval. The Competition Ts&Cs shall be provided to ITV no less than five (5) working days prior to the relevant Competition going live and shall include provisions stating:
 - 3.1 all entrants must be eighteen (18) years old or over;
 - 3.2 ITV is not responsible for the administration of the Competition;
 - 3.3 where applicable, in accordance with Data Protection Law, that the winner's personal data will be passed to any authorised third parties for the purpose of fulfilment of any Prize;
 - 3.4 where a Prize contains travel outside of the UK, that it is the sole responsibility of the prize winner and any companions to ensure compliance with UK and the destination country's travel and entry requirements, including but not limited to any vaccination or testing requirements;
 - 3.5 where a Prize contains access to an ITV set, filming location or production:
 - 3.5.1 the prize winner and any companions will be required to follow all production requirements which may include, but is not limited to, showing proof of any vaccination status, submitting to a prior or onsite antigen test and wearing a face covering. Should the prize winner and/or their companions be unable to meet these requirements, they will not be able to redeem the Prize and no alternative prize will be offered; and
 - 3.5.2 ITV reserves the right to refuse admission in the event that the attendees are under the influence of alcohol or drugs on arrival or for reasons of public safety or for any unacceptable behaviour likely to cause damage, nuisance, embarrassment or injury;
 - 3.6 it is the sole responsibility of the prize winner to inform ITV of any wheelchair or similar access requirements for the winner and/or their companions when taking up the Prize, and to adhere to any applicable health and safety guidelines;
 - 3.7 where a Prize contains a stay at a hotel, the winner will need a current and valid credit/debit card with sufficient available funds in order to check in at the hotel for security deposit purposes; and
 - 3.8 any additional terms set out in the 'Competition Details' section of the Deal Terms.
- 3.9 The Client shall provide confirmation and/or evidence (satisfactory to ITV) on request from ITV that the prize(s) relating to the Competition(s) have been obtained or contractually secured by the Client and shall provide such other information and/or materials as may be reasonably requested by ITV.
- 3.10 For the avoidance of doubt, no Promotional Material relating to the Competition(s) shall be distributed or made available to the public by or on behalf of the Client unless and until the Client

has provided the information specified under paragraph 3.2 above to ITV's satisfaction and has obtained ITV's prior written approval of the Competition Ts&Cs.

- 3.11 Where ITV is providing a Prize, in the event the Prize cannot be fulfilled because due to circumstances beyond ITV's reasonable control (which for the avoidance of doubt, may include but is not limited to, schedule changes, editorial decision-making and reputational reasons), ITV may provide an alternative prize (as determined by ITV in its sole discretion).