

## COMMERCIAL RIGHTS IN TERMS AND CONDITIONS (“STANDARD TERMS”)

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following expressions shall have the following meanings:

<b>“Affiliate”</b>	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;
<b>“Agreed Exclusivity”</b>	has the meaning given to it in the Deal Terms;
<b>“Applicable Laws”</b>	means any law (whether arising under common law or legislation), statute, enactment, ordinance, order, code, regulation, guidance, sanctions or other similar instrument in any jurisdiction (including but not limited to the Relevant Compliance Requirements, Data Protection Laws and Sanctions and Finance Regulations, including in any jurisdiction from which the Licensor acts in connection with the performance of this Agreement;
<b>“Business Day”</b>	means Monday to Friday excluding any bank holidays in London, England;
<b>“Claims”</b>	means any and all actions, claims or proceedings, and any and all damages, demands, expenses, fines, liabilities, or losses, including reasonable legal fees and costs and VAT thereon;
<b>“Commercial Client”</b>	has the meaning given to it in the Deal Terms;
<b>“Commercial Rights”</b>	means the rights granted in this Agreement including the rights listed in the Deal Terms, and the right to create and distribute Promotional Material;
<b>“Confidential Information”</b>	<p>means any information in any form emanating from either Party or any member of ITV Group and any compilation of otherwise public information in a form not publicly known, including (but not limited to) (i) the existence and contents of this Agreement; and (ii) 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.</p> <p>Confidential Information shall not include (i) information which at the time of disclosure is publicly known; (ii) information which after disclosure becomes publicly known other than as a result of any breach of this Agreement; and (iii) information which can be shown to be known to the other Party other than under a</p>

	subsisting obligation of confidentiality or restricted use prior to the disclosure;
<b>"Data Protection Laws"</b>	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). Controller, Processor, Data Subject, Personal Data, Processing, Special Categories of Personal Data, Supervisory Authority (which shall mean the UK Information Commissioner or successor body, with respect to the UK GDPR) and appropriate technical and organisational measures shall all have the meanings given to them in the relevant Data Protection Laws;
<b>"Deal Terms"</b>	means the agreed commercial terms that reference these Standard Terms;
<b>"Force Majeure Event"</b>	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, without limitation, 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, pandemic, acts of God or legislative interference but does not include circumstance or causes considered to be beyond the control of a Party if it arises as a result of that Party's failure to take reasonable care or lack of funds;
<b>"Insolvency Event"</b>	<p>means the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity:</p> <ul style="list-style-type: none"> <li>(i) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;</li> <li>(ii) any steps are taken with a view to the appointment of an administrator of, or the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling the whole or part of the entity's undertaking, assets, rights or revenue;</li> <li>(iii) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors;</li> <li>(iv) the entity being unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency</li> </ul>

	<p>Act 1986 (such section read so as not to need any requirement for a decision by a court);</p> <p>(v) the entity entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors; or</p> <p>(vi) the entity entering into any other arrangement which affects the rights of creditors;</p>
<b>“Intellectual Property Rights”</b>	means patents, rights to inventions, copyright and related rights, trade marks, trade names, 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, semi-conductor topography rights, moral 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 for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
<b>“ITV Group”</b>	means ITV, its ultimate parent undertaking and all subsidiary undertakings of its ultimate parent undertaking, each as defined by section 1162 of the Companies Act 2006 and any entity or business that may be acquired or created during the Term and Group Company shall be construed accordingly;
<b>“ITV Indemnified Party”</b>	means ITV, the Commercial Client, their Affiliates and their respective officers, directors, agents and employees;
<b>“Licensed Property”</b>	has the meaning given to it in the Deal Terms;
<b>“Licensor Contact”</b>	has the meaning given to it in the Deal Terms;
<b>“Licensor Personnel”</b>	means any employee of the Licensor and any subcontractor, agent or any other individual who may perform services relevant to this Agreement on behalf of the Licensor;
<b>“Payment Terms”</b>	has the meaning given to it in the Deal Terms;
<b>“Programme”</b>	means the programme(s) listed in the Deal Terms, including all literary, dramatic, artistic, musical and computer generated material, the title, title sequence and any visual and/or audio element incorporated into or synchronised with or otherwise forming part of the programme(s);
<b>“Prohibited Act”</b>	means any direct or indirect breach of the Applicable Laws;
<b>“Promotional Material”</b>	means advertising, marketing and promotional material created by the Commercial Client or ITV including but not limited to advertisements in any media in connection with the exploitation of the Commercial Rights;
<b>“Relevant Compliance Requirements”</b>	means those laws, regulations or guidance relating to anti-bribery, anti-corruption, anti-tax evasion, the prevention of exploitative labour practices and the protection of human rights and the environment, including but not limited to the UK Bribery Act 2010, the Criminal Finances Act 2017, the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Modern Slavery Act 2015 and in the US, the Foreign Corrupt Practices Act 1977

	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) the Advertising Standards Authority (ASA)) and the Ofcom Broadcasting Codes which relate to the performance of this Agreement;
<b>“Required Legal Notice”</b>	has the meaning given to it in the Deal Terms;
<b>“Sanctions and Finance Regulations”</b>	means those laws, regulations or guidance relating to anti-money laundering, including but not limited to the Sanctions and Anti-Money Laundering Act 2018, the Terrorism Act 2002, the Economic Crime and Corporate Transparency Act 2023 and the Fraud Act 2006;
<b>“Term”</b>	has the meaning given to it in the Deal Terms; and
<b>“Territory”</b>	has the meaning given to it in the Deal Terms.

1.2. In this Agreement, unless the context requires otherwise:

- 1.2.1. Words and expressions shall have their ordinary meaning unless defined in the Deal Terms or these Standard Terms;
- 1.2.2. The contents page, headings and sub-headings are for reference and do not affect the meaning;
- 1.2.3. Any reference to a "person" includes an individual, firm, partnership, company, corporation, association, organisation or trust (in each case whether or not having a separate legal personality);
- 1.2.4. Any reference to a clause, paragraph, Part or Schedule is to the relevant clause, paragraph, Part or Schedule of this Agreement;
- 1.2.5. Words in the singular include the plural and vice versa;
- 1.2.6. Any word or phrase introduced by the words "including" or "include" or any similar word or expression is illustrative and is not intended to limit the meaning of the related general words; and
- 1.2.7. A reference in this Agreement to any legislation is a reference to such legislation as may be amended from time to time and includes any legislation that supersedes or replaces it.
- 1.3. The schedules to these Standard Terms are incorporated into this Agreement only to the extent that they are referenced in the Deal Terms.
- 1.4. For the purpose of this clause 1.4 and 7 below whether a person is associated with another person shall be determined in accordance with the relevant sections of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act) and a person associated with the Licensor includes any Licensor Personnel or any other persons who are performing services in connection with this Agreement.
- 1.5. Any reference in this Agreement to ITV's right to exploit or exercise any right shall be deemed to include a right to license, permit or authorise others to undertake such activity.

## **2. GRANT OF RIGHTS**

- 2.1. This Agreement and the payment of any Fee shall be conditional on ITV entering into a sub-licence with the Commercial Client and the Commercial Client actually exploiting the Commercial Rights.
- 2.2. The Licensor agrees that ITV may exploit the Commercial Rights and hereby grants a licence to use the Licensed Property in connection with such exploitation on the Agreed Exclusivity basis during the Term throughout the Territory on and subject to the terms and conditions set forth in this Agreement. ITV may sub-license the Commercial Rights including to the Commercial Client.
- 2.3. For the avoidance of doubt, the rights acquired by ITV pursuant to this Agreement are acquired in addition to and without prejudice to the rights acquired by ITV or any member of the ITV Group pursuant to any other agreement between Licensor and ITV or Licensor and another member of the ITV Group (including any agreement for the commissioning or acquisition of the Programme).
- 2.4. ITV shall be under no obligation to procure the exploitation of the Commercial Rights or any other rights granted herein, or any part of them.

## **3. APPROVALS**

- 3.1. ITV shall comply with the reasonable directions of the Licensor regarding the form and manner of the application of the Licensed Property on and in connection with the Promotional Material. All Promotional Material and licensed products (if applicable) are subject to the prior written approval of the Licensor (not to be unreasonably withheld or delayed). For the purposes of this clause 3.1, prior written approval shall include prior written approval by email.
- 3.2. ITV shall submit requests for approval by email to the Licensor Contact set out in the Deal Terms (or such other email address as is notified by Licensor to ITV from time to time). Licensor shall use reasonable endeavours to respond to all requests for approval within five (5) Business Days. If the Licensor does not respond to a request for approval within five (5) Business Days, the request shall be deemed approved.

## **4. FEE AND PAYMENT**

- 4.1. In consideration of the grant of rights and the obligations, warranties and undertakings of the Licensor as set out herein and subject to their full and timely performance and observance and subject to the Commercial Rights having been exploited, ITV shall pay the Licensor the Fee set out in the Deal Terms.
- 4.2. The Licensor shall invoice ITV for the Fee in accordance with the Payment Terms. The relevant purchase order number provided by ITV must accompany invoices and failure to comply fully with this provision shall entitle ITV to reject the invoice.
- 4.3. Subject to receipt of monies from the Commercial Client, ITV shall pay any undisputed invoice that has been properly submitted in accordance with clause 4.2 by the later of:  
(i) the last day of the month following the month in which the invoice is dated; and  
(ii) the last day of the month following the month in which the invoice is received by ITV.
- 4.4. The Fee is exclusive of any VAT and similar taxes and duties that may be chargeable. Subject to receipt of a valid VAT invoice, ITV shall pay to the Licensor at the time the Fee becomes due an amount equal to the VAT properly chargeable on the Fee.

- 4.5. If any amount payable by either Party pursuant to or in connection with this Agreement is not paid when it is due then that amount will bear interest at the rate of two per cent (2%) above the base rate from time to time of Barclays Bank plc, accruing (but not compounding) on a daily basis from the due date until payment is made (after as well as before judgment).
- 4.6. The Licensor agrees that payment of the Fee is full, complete and equitable consideration for all rights, consents and benefits assigned and granted pursuant to this Agreement and the exploitation of the Commercial Rights and that such payment includes an equitable pre-payment of any sums that may become due to the Licensor in respect of such exploitation. The Licensor agrees that ITV and its authorised sub-licensees and assigns shall be entitled to exploit the Commercial Rights as set out in this Agreement without further payment to the Licensor.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1. Where practicable, ITV shall cause to appear on any Promotional Material (and where applicable on any licensed products) that is/are produced pursuant to this Agreement the Required Legal Notice.
- 5.2. ITV shall not register or attempt to register the marks or other rights comprising the Licensed Property either as its own or in any other name. Any goodwill derived from the use of the Licensed Property pursuant to this Agreement shall accrue to the registered proprietor of the Licensed Property.
- 5.3. Without prejudice to clause 2.3, ITV may not use the Licensed Property for any purpose other than to fulfil its obligations or exercise its rights under this Agreement. All rights in the Licensed Property (with the exception of the rights granted in this Agreement) are reserved to the Licensor absolutely.
- 5.4. In respect of any form of attack, charge or claim to which the Licensed Property (or any part of it) may be subject including any actual, suspected or threatened infringement of the Licensed Property (or any part of it) or any actual or threatened claim that any trade mark is invalid or that the Licensed Property infringes third party rights the Licensor shall in their absolute discretion, decide what action if any to take; have exclusive control over, and conduct of, all Claims and proceedings; and bear the cost of any proceedings. ITV shall not make any admissions other than to the Licensor and shall, at Licensor's cost, provide them with such assistance as they may reasonably require in the conduct of any Claims or proceedings.

## **6. LIABILITY**

- 6.1. Nothing in this Agreement shall limit either Party's liability for death or personal injury resulting from its negligence or for fraud, fraudulent misstatement or fraudulent misrepresentation, or to any extent not permitted by Applicable Laws.
- 6.2. Except where expressly provided, neither Party will be liable to the other for any indirect or consequential loss, cost, expense or damage of any kind in respect of any matter arising out of or in connection with this Agreement whether in contract, tort (including but not limited to negligence), for breach of statutory duty or otherwise.

## **7. WARRANTIES**

- 7.1. Each Party warrants, represents and undertakes that it:
  - 7.1.1. 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; and

- 7.1.2. has ensured that this Agreement is executed by a duly authorised representative of that Party.
- 7.2. The Licensor warrants, represents and undertakes that:
- 7.2.1. it has full power, rights and authority to make the grant of rights contained herein;
  - 7.2.2. it has obtained all necessary consents, grants, clearances, rights and waivers (including any waivers of moral rights) to enable ITV to exploit the Commercial Rights as contemplated by this Agreement free from any liens, Claims and encumbrances and the use of the Licensed Property and such exploitation of the Commercial Rights shall not infringe the rights of any third party (including any Intellectual Property Rights);
  - 7.2.3. it will not, and will not allow third parties to, use any Confidential Information (or any content, data, output or other information received or derived from the Confidential Information) to directly or indirectly create, train, test or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architecture, models or weights;
  - 7.2.4. the Licensed Property shall be fully cleared for exploitation in accordance with this Agreement, without further payment other than the Fee;
  - 7.2.5. it will promptly take such action and provide ITV with such assistance and information as ITV may reasonably require from time to time for the purposes of exercising its rights and perform its obligations under this Agreement;
  - 7.2.6. it will comply at all times with Applicable Laws and shall not put ITV or its Affiliates in breach of the Applicable Laws;
  - 7.2.7. no claim or litigation is pending or threatened in respect of the Licensed Property or the Commercial Rights; and
  - 7.2.8. it shall ensure that any person associated with the Licensor who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Licensor in clause 7.2 ("**Relevant Terms**"). The Licensor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to ITV for any breach by such persons of any of the Relevant Terms.

## 8. INDEMNITIES

- 8.1. The Licensor shall indemnify and keep indemnified each ITV Indemnified Party from and against any and all Claims arising from any breach by the Licensor of the warranties given by the Licensor under this Agreement.
- 8.2. The Licensor will not at any time do or say anything which is or may be considered by ITV (acting reasonably) to be detrimental or prejudicial to or to affect adversely the name, image, reputation or business of ITV, any member of the ITV Group or the Commercial Client or otherwise to bring ITV, any member of the ITV Group or the Commercial Client into disrepute.

## 9. LITIGATION AND REGULATORY

- 9.1. The Licensor shall:

- 9.1.1. promptly notify ITV of any proceedings, litigation Claims, complaints or other action made or threatened in respect of the Programme and/or the Licensed Property (or any part of it) and/or which may otherwise affect the exploitation of the Commercial Rights and provide ITV with full particulars of the same; and
- 9.1.2. disclose and supply to ITV in utmost good faith all facts, circumstances, information, documents and material which might reasonably be considered relevant or which ITV may reasonably request to enable ITV to satisfy itself that the Licensor is not in breach of any of its representations, undertakings and warranties set out in this Agreement.

## 10. TERMINATION

- 10.1. Notwithstanding any other provision in this Agreement, either Party ("**Non-defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other Party ("**Defaulting Party**") if:
  - 10.1.1. the Defaulting Party (or in the case of Licensor, any Subcontractor) is materially in breach of any of the terms of the Agreement and, if the breach is capable of remedy, fails to remedy it within thirty (30) days starting on the date of receipt of notice from the other Party requiring such breach to be remedied; or
  - 10.1.2. if the Defaulting Party becomes affected by an Insolvency Event.

## 11. CONSEQUENCES OF TERMINATION

- 11.1. The following provisions of these Standard Terms survive its termination or expiry including without limitations, clauses 1 (Definitions and Interpretation), 4.5 (Fee and Payment), 5.2 (Intellectual Property Rights), 6-13, 16-19, 21, 22, 24 and any other clause that expressly or impliedly survives termination or expiry.

## 12. CONFIDENTIALITY

- 12.1. Each Party shall:
  - 12.1.1. preserve the confidentiality of all Confidential Information concerning the business or affairs of the other Party which it receives (including the terms of this Agreement and any other information which it might reasonably expect to be considered confidential) and which is shared in relation to the subject matter of this Agreement (including any information shared prior to the commencement of the Term and any information related to the Commercial Client);
  - 12.1.2. keep such information secure and protected against theft, damage, loss or unauthorised access;
  - 12.1.3. not use or disclose such information for any purpose except as contemplated by this Agreement. For the avoidance of doubt, ITV may disclose Confidential Information to the Commercial Client for the purpose of allowing the Commercial Client to exploit any sub-licensed Commercial Rights; and
  - 12.1.4. ensure that these obligations are observed by its employees, officers, agents and contractors; in each case for a period of three years following receipt of the relevant information.

- 12.2. The confidentiality obligations imposed by clause 12.1 shall not apply to information to the extent that such information:
- 12.2.1. is approved for release (on a limited or general basis) by the disclosing Party;
  - 12.2.2. is already in or subsequently comes into the public domain through no fault of the recipient, its employees, officers, agents or contractors; or
  - 12.2.3. is lawfully received by the recipient from a third party on an unrestricted basis.
- 12.3. Each Party shall be entitled to disclose Confidential Information to the extent that it is legally required to be disclosed by Applicable Laws or court order, or by the listing rules of any relevant stock exchange.
- 12.4. The Licensor shall not make any announcement relating to this Agreement or its subject matter without the approval of ITV, except as required by Applicable Laws or by any legal or regulatory authority.

### 13. DATA PROTECTION

- 13.1. ITV and the Licensor acknowledge and agree that neither is processing any Personal Data on behalf of the other pursuant to this Agreement. To the extent that either Party processes Personal Data of the other Party pursuant to this Agreement, it will be data controller and warrants that it will process that Personal Data in accordance with Data Protection Laws.
- 13.2. The Licensor agrees to notify all relevant Licensor personnel that (i) ITV may process Personal Data relating to members of Licensor's personnel (in particular business contact details) in order for ITV to further its legitimate business interests in managing the Agreement and the relationship with the Licensor; and (ii) ITV may share such Personal Data with its associated companies, licensors, sub-contractors and agents for this purpose. More information about data protection at ITV can be obtained from <https://www.itvplc.com/site-services/privacy>.

### 14. FORCE MAJEURE

- 14.1. Notwithstanding any other provision of this Agreement, 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.
- 14.2. If a Party ("**Affected Party**") is unable to perform any of its obligations under this Agreement as a result of the Force Majeure Event for more than twenty (20) Business Days then the other Party may terminate this Agreement at any time and without further liability, upon giving written notice to the Affected Party.

### 15. ASSIGNMENT

- 15.1. ITV may at any time assign at law or in equity (including by way of a charge or declaration of trust) any rights under this Agreement, or sub-contract any or all of its obligations under it to any member of the ITV Group.
- 15.2. Save as expressly provided in this Agreement, neither Party shall without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) assign at law or in equity (including by way of a charge or declaration of trust) any of its rights under this Agreement, or subcontract any or all of its obligations

under it or purport to do the same. Any purported assignment in breach of this Agreement shall confer no rights on the purported assignee.

## **16. NOTICES**

- 16.1. Any notice given under this Agreement shall be in writing and shall:
- 16.1.1. be served by hand, prepaid first class recorded delivery or first class registered post, marked for the attention of the Licensor Contact or Head of Legal (Commercial) at ITV Media and Entertainment at the address set out in the Deal Terms; or
  - 16.1.2. (as applicable) be sent by email to ITV at the following email address: [itvcommerciallegalaffairs@itv.com](mailto:itvcommerciallegalaffairs@itv.com) or to the Licensor Contact at the Licensor's email address set out in the Deal Terms, save for all or any notices which shall or may terminate this Agreement.
- 16.2. Any notice shall be deemed to have been served at the earliest of:
- 16.2.1. when sent by email, at the time of transmission (or, if this time falls outside a Business Day, on the next Business Day);
  - 16.2.2. if served by hand, at the time of delivery; or
  - 16.2.3. if sent by prepaid first class recorded delivery or first class registered post, at the expiration of 48 (forty-eight) hours after being placed in the post;
- 16.3. This clause does not apply to the service of any proceedings or any documents in any legal action, or where applicable, any arbitration or other methods of dispute resolution.

## **17. NO PARTNERSHIP**

- 17.1. Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the Parties and neither Party shall have authority to bind the other in any way unless expressly provided otherwise in this Agreement. 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.

## **18. WAIVER**

- 18.1. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 18.2. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.
- 18.3. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

## **19. ENTIRE AGREEMENT**

- 19.1. Without prejudice to clause 2.3, this Agreement (including any agreed changes if applicable) represents the entire agreement between the parties relating to this Agreement and shall be legally binding.
- 19.2. The Parties agree that this Agreement shall take precedence over any additional and/or differing terms or conditions in any other document or arrangement not forming part of this Agreement, including but not limited to any click-through terms or order form(s) shared between and/or signed by the parties before or after signature of this Agreement ("**Additional Agreements**").
- 19.3. Any such Additional Agreements shall be considered void and any variation, supplement, deletion or replacement of or from this Agreement or any of its terms shall only be effective if it:
  - 19.3.1. is in writing;
  - 19.3.2. expressly references and excludes this clause 19.3; and
  - 19.3.3. is signed by or on behalf of each party with the intention to vary, supplement, delete or replace being clearly expressed. The Licensor acknowledges that ITV's sub-contractors are not authorised to bind ITV in respect of any change to this Agreement.

## **20. AMENDMENTS**

- 20.1. No provision of this Agreement shall be modified or varied without the written agreement of the Parties. No modification or variation of this Agreement shall be valid if made by email.

## **21. SEVERABILITY**

- 21.1. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 21.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

## **22. THIRD PARTY RIGHTS**

- 22.1. Each ITV Indemnified Party may rely upon and enforce any terms of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 provided that ITV consents to such reliance and/or enforcement. Notwithstanding the foregoing, the Licensor and ITV may by agreement in writing rescind or vary any of the provisions in this Agreement in any way without the consent of any third party. Except as provided in this clause 22, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **23. COUNTERPARTS AND ELECTRONIC SIGNATURE**

- 23.1. 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.
- 23.2. Each Party agrees to sign this Agreement by electronic signature (if available and in whatever form the electronic signature takes) and that this method of signature is conclusive of each Party's intention to be bound by this Agreement as if signed by each Party's handwritten signature.

## **24. GOVERNING LAW AND JURISDICTION**

- 24.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or Claims) 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 or its subject matter or formation (including non-contractual disputes or Claims).