



ITV PRODUCTION SERVICES TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. 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:

"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;

"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 through Friday excluding any bank holidays;

"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 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 clause 3;

"Client Materials" means any of the marks, logos, documents, guidelines, or any other materials (including but not limited to music, archive materials and stills) provided by or on behalf of the Client for use in connection with this Agreement;

"Confidential Information" means all information in written, oral or any other form relating to the disclosing party, its Group companies, subcontractors, licensors, customers, suppliers or service providers, disclosed to or otherwise obtained by the receiving party under or in connection with this Agreement (whether before or after the date of this Agreement) and which is designated in writing as being confidential or which may by its nature reasonably be considered confidential;

"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;

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

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

"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;

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

"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;

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

"Relevant Law(s) & Codes" any applicable statute, enactment, ordinance, order, regulation or other similar instrument (including those relating to Bribery, Modern Slavery, Tax Evasion) 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;

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

"Talent" means 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; 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.

- 1.2. In the event of a conflict between the provisions of the Deal Terms and the provisions of these Terms and Conditions, the provisions of the Deal Terms shall prevail.

- 1.3. In this Agreement:

- (a) 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;
- (b) 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;
- (c) 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;

- (d) references importing a particular gender include all genders and references importing the singular include the plural and vice versa;
- (e) the word 'or' shall be disjunctive but not exclusive;
- (f) 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;
- (g) any reference to "a party" or "parties" shall mean a party or the parties to this Agreement unless otherwise stated; and
- (h) headings and sub-headings are inserted for convenience only and shall be ignored in construing this Agreement.

2. SUPPLY OF SERVICES

- 2.1. 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.
- 2.2. 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.
- 2.3. ITV shall provide such information and updates as Client may reasonably request from time to time.
- 2.4. 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.

3. CHANGE CONTROL

- 3.1. The Client may at any time submit a written request for Change to ITV in accordance with this clause 3. No Change will come into effect until a Change Control Note has been agreed in writing by the Nominated Approval Contact.
- 3.2. 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 Talent arrangements as set out in the Deal Terms.
- 3.3. 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.

- 3.4. 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.

- 3.5. Without prejudice to clauses 3.1 to 3.4, 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.

4. PAYMENT

- 4.1. 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), within 30 days of the date of invoice.
- 4.2. If either party fails to pay any amount due and payable by it under this Agreement or under any judgment in connection with this Agreement, such party shall pay interest on such overdue amount from the due date until the date of actual payment, after as well as before judgment, at a rate of three per cent (3%) above the base rate for the time being of Barclays Bank Plc per annum.
- 4.3. The payments payable pursuant to this Agreement shall be exclusive of any applicable VAT which shall be payable in addition subject to receipt of a valid VAT invoice.

5. PRODUCTION OF THE DELIVERABLES, APPROVALS AND ACCEPTANCE

- 5.1. Without prejudice to any of the Client's other obligations, the Client will:
 - (a) ensure that the Client Contact (or other nominated contact with final authority to approve) will be available in order to provide the necessary approvals to the production of the Deliverables;
 - (b) be responsible for working with ITV and representatives of the Client's agency respectively, to manage approvals, compliance and technical/quality control checks;
 - (c) 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;
 - (d) ensure that any talent, extras or personnel the Client is providing will be present on such locations as advised by ITV, when ITV requires them for filming for the Deliverables; and
 - (e) 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.
- 5.2. 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.

- 5.3. 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 and such costs 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.
- 5.4. If the Client, acting reasonably, rejects any Deliverable for not complying with any specifications agreed between the parties, ITV shall submit a revised Deliverable for approval as soon as reasonably practicable.
- 5.5. 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 Approval Process. If the inclusion of such materials is agreed by the Client, the Client shall abide by such restrictions.
- 5.6. 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.
- 5.7. The Client acknowledges and agrees that ITV is in no way liable for the payment of any commission to its Agency or otherwise and if the Agency fails to perform any relevant obligation under this Agreement on the Client's behalf (including paying the Fee (if applicable)) then the Client shall remain liable for the full performance of such obligation.

6. ADVERTISING CLEARANCES

- 6.1. ITV shall co-operate with Client in relation to compliance with all Relevant Laws & Codes in the UK. To this end, ITV shall follow the Client's reasonable directions in referring to factual product and other information, and 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.
- 6.2. 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).

7. WARRANTIES

7.1. Each party warrants to the other party that:

- (a) it 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;
- (b) it will comply with all Relevant Laws & Codes;
- (c) it will comply with its obligations as set out in the Deal Terms or otherwise agreed between the parties in writing (including any agreed Changes);
- (d) it 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;
- (e) it shall and shall procure that all persons associated with it shall comply with all applicable laws relating to Bribery, Modern Slavery or Tax Evasion;
- (f) it shall not engage in any activity, practice or conduct which would constitute Bribery, Modern Slavery or Tax Evasion; and
- (g) it 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.

7.2. ITV warrants, undertakes and agrees that:

- (a) except for music (which is subject to the provisions of clause 5.6), data protection (which is subject to the provisions of clause 12) and the Client Materials, 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;
- (b) except for music (which is subject to the provisions of clause 5.6) and the Client Materials, ITV is lawfully entitled to grant the rights granted to Client hereunder and the use of the Deliverables as contemplated hereunder will not violate, misappropriate or infringe the rights of any third parties; and
- (c) except for the Client Materials, the Deliverables do not contain any material which is in any way defamatory, obscene, pornographic, unlawful, harmful, offensive or inappropriate.

7.3. Client warrants, undertakes and agrees that:

- (a) it has the full authority to authorise ITV to use the Client Materials as permitted hereunder and that it is not bound by any previous agreement which adversely affects this Agreement;

- (b) 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;
- (c) Client is lawfully entitled to grant the rights granted to ITV hereunder (including use of any Client Materials) and the use of such materials as contemplated hereunder will not violate, misappropriate or infringe the rights of any third parties;
- (d) the Client Materials do not contain any material which is in any way defamatory, obscene, pornographic, unlawful, harmful, offensive or inappropriate;
- (e) the Client Materials do not contain viruses, bugs, worms, trojan horses, harmful code or any other form of defect or contaminant which could cause temporary or permanent damage to or will otherwise impair or harm or cause the malfunction of the software or hardware of ITV or any third party; and
- (f) 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.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. 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 or any of them.
- 8.2. ITV hereby grants the Client a sub-licensable licence to use the Deliverables 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. Such licence shall be 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 pre-existing materials included within the Deliverables. The Client shall not use the Deliverables except as expressly permitted in this Agreement.
- 8.3. ITV agrees to procure the waiver of all moral rights in favour of the Client and its successors in title by all persons engaged or employed by ITV and who contribute to the Deliverables and to whom such rights may accrue.
- 8.4. 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. ITV shall comply with Client's reasonable brand guidelines as provided in advance. Nothing contained in this Agreement will be deemed to grant to ITV any right, title or interest in or under any of the Client Materials, except as expressly provided in this Agreement. On expiry or termination of this Agreement ITV shall cease all use of the Client Materials, except (i) that the 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); and (ii) to the extent permitted by clause 11.5.
- 8.5. 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.
- 8.6. The Client hereby agrees that it shall not (and shall not authorise any third party to) edit, alter, adapt, translate or otherwise amend the Deliverables, except as expressly agreed in advance with ITV.
- 8.7. ITV shall have the right at any time by giving notice in writing to the Client to withdraw the Deliverables (or any element of it) 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; or (ii) 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 (5) Business Days' notice. 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).

9. LIMITATION OF LIABILITY

- 9.1. 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.
- 9.2. Neither party shall be liable to the other (whether in contract, tort or otherwise) for any consequential, indirect, incidental, economic or financial losses or loss of profits, goodwill, savings, business, wasted management, operation or other time.
- 9.3. Subject to clause 9.1, the aggregate liability of ITV howsoever arising from or in connection with this Agreement or the supply or use of the Deliverables (whether for breach of contract, negligence, misrepresentation (except fraudulent misrepresentation) or otherwise) shall not in any circumstances exceed an amount equal to the Fee and any Agreed Expenses paid by the Client.

10. TERM AND TERMINATION

- 10.1. This Agreement shall remain in force for the period of the Term, unless terminated earlier in accordance with its terms.
- 10.2. Either party shall be entitled to terminate this Agreement forthwith by giving notice to the other party at any time if:
 - (a) 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 30 days of being notified of such breach; or

- (b) 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.

10.3. In the event of termination or expiry:

- (a) ITV shall cease production, performance and other preparations of work in respect of the Deliverables;
- (b) the Client shall pay to ITV the greater of (i) all costs (including any Agreed Expenses) incurred or irrevocably committed by ITV prior to the date of termination; or (ii) all Agreed Expenses plus a pro-rated Fee;
- (c) all rights and licences granted pursuant to this Agreement shall cease (except for those granted pursuant to clause 11.5), provided that if the Usage Term 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 the Usage Term.

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

11. MARKETING AND CONFIDENTIALITY

11.1. 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.

11.2. 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.

11.3. 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 11; or was independently developed by the receiving party; or was received from a third party which was free to divulge such information.

11.4. The parties agree that damages alone may not be an adequate remedy for the breach of this clause 11 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 11.

11.5. 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.

11.6. 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.

12. DATA PROTECTION

12.1. For the purposes of this clause, the following definitions shall have the following meanings:

"Data Protection Laws" means the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 and any other applicable national data protection laws;

"Data Subjects", **"Personal Data"**, **"Process"** and **"Controller"** have the meanings given to them in Data Protection Laws;

"Shared Personal Data" means the Personal Data to be shared between the parties pursuant to this Agreement being: (i) name, details of experience and images, audio visual content including video and stills and correspondence with or regarding Named Talent and other Talent; and (ii) name, contact details and correspondence with or regarding staff engaged in the provision or receipt of the Services under this Agreement.

12.2. The parties acknowledge and agree that, in relation to the Shared Personal Data, each party is an independent Controller and the parties are not joint Controllers.

12.3. Each party is separately responsible for complying with its own respective obligations under Data Protection Laws and commits that it shall do so including, specifically:

- (a) 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;
- (b) having in place a lawful basis for the processing of Personal Data by it;

- (c) having in place and communicating relevant transparency information to Data Subjects.

12.4. The parties further agree as follows in respect of the sharing of the Shared Personal Data between them under this Agreement:

- (a) the purpose and lawful basis for the sharing shall be the fact that it is necessary for the legitimate interests of each party in respect of the Services and creation and exploitation of the Deliverables;
- (b) neither party shall provide or Process more Personal Data as part of the Shared Personal Data than is necessary for the purpose set out in clause 12.4(a);
- (c) each party who engages Talent shall inform Talent that their Personal Data is shared with the other party;
- (d) in the event of any Personal Data security incident or suspected data security incident impacting the Shared Personal Data, the party first aware of it shall promptly notify the other party;
- (e) the parties shall co-operate in relation to any complaints or queries received from any Data Subject or regulator; and
- (f) if the sharing under this Agreement shall involve the transfer of Shared Personal Data out of the UK or European Economic Area, then the parties shall not undertake any such transfer until appropriate safeguards are in place to ensure such transfer is compliant with Data Protection Laws.

13. GENERAL

- 13.1. The Client shall not be entitled to assign or otherwise dispose of any of its rights under this Agreement without ITV's prior written approval. ITV may, without the Client's consent, at any time assign, transfer, charge, sub-contract, sub-license or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 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) 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 3, 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.
- 13.6. 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 everything else in this Agreement shall continue in full force and effect.
- 13.7. Excluding any payment obligations, neither party shall be liable for any failure to perform its obligations where such failure is caused by an act of God, act of government or state terrorism, war, strike, fire, flood, illness or injury to talent, breakdown of communications systems or any other event, circumstances or occurrence beyond either party's reasonable control.
- 13.8. Save for any ITV Group company, 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 of companies.
- 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 at the ITV company and address set out on the Deal Terms.
- 13.11. 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).