

PROGRAMME LICENSE STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings unless the context requires otherwise:

Affiliate	any entity that directly or indirectly owns or controls, is owned or controlled by, or is under direct or indirect common control or ownership with a Party from time to time where to “control” means to possess, directly or indirectly, the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of voting shares, control of the board of directors by contract, or otherwise;
Applicable Law	the laws of the Jurisdiction specified in the Contract Terms and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the Parties’ rights or the performance of their obligations;
Broadcast	to stream, which is the transmission of video files via Linear transmission, FTTH, FTA, through the air, over wire or via electronic or other means that permits the performance of the video on the recipient’s device y contemporaneously with such transmission but without creating a permanent file thereof on the recipient’s device that is readily re-playable at any future time;
Business Day	any day except Saturday, Sunday, or any day which is a legal holiday or any day on which banking institutions are authorized or required to close by Applicable Law or government action;
Calendar Day	each day shown on the calendar including Saturdays, Sundays and public holidays;
Confidential Information	any information which has been or may be disclosed to a Party (“ Receiving Party ”) by or on behalf of the other Party (“ Disclosing Party ”) in the course of the discussions leading up to, the entering into, or the performance of this Agreement and which is identified as confidential or is clearly, by its nature, confidential, including information relating to the License Fee and the terms of this Agreement, but excluding information that the Receiving Party can demonstrate and document as: (a) having been properly in its possession (with full right to disclose) prior to receiving it from the Disclosing Party; (b) being in the public domain other than by breach of this Agreement; (c) having been independently developed by it; or (d) having been received from a third party who was free to divulge it;
Content Security Failure	any actual or threatened breach and/or failure of Licensee’s content protection and security measures (including any geo-blocking service and industry standard security procedures to prevent theft, pirating, copying or duplication or other unauthorized use) that has resulted in or might result in material unauthorized copying or material unauthorized availability of the Licensed Programme;
Force Majeure Event	any event or circumstances beyond the reasonable control of the Party so affected, including any strike or labour disturbance (except of its own employees or contractors), lockout, act of vandalism, fire, failure or disruption or shortage of power supplies, satellite or other communications, links or technical failure, adverse weather or

abnormally inclement climate conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, pandemic, epidemic or other natural physical disaster, riot, disease, civil commotion or armed conflict, war, terrorist action or the threat of any of the foregoing and specifically excluding the fault, negligence, lack of funds or insolvency event of the Party so affected;

Insolvency Event where a Party becomes bankrupt, insolvent or enters into liquidation proceedings;

Intellectual Property Rights any and all copyright and related rights (including rental and lending rights in audio-visual recordings, films and Broadcasts (including fixations of Broadcasts) and any related rights in respect of a Broadcast signal or any part thereof), artists' property rights or similar (including any right to receive equitable remuneration in respect thereof), design rights, trademarks, trade names, logos, goodwill, Internet domain names, insignia, service marks, patents, database rights, inventions and discoveries, trade secrets, know-how and all other intellectual and industrial property rights of a similar or corresponding nature in any part of the Territory as extended or renewed from time to time and now existing in any part of the Territory or hereafter adopted or acquired (whether or not currently in use, registered, unregistered or capable of registration) and including the right to apply for and all applications for any of the foregoing together with all statutory, equitable and common law rights attaching thereto in any part of the Territory, including the right to sue for passing off or for damages (and retain such damages) and all other legal and equitable remedies available in any part of the Territory in respect of any infringement or misuse of any of such intellectual and industrial property or rights of a similar nature;

Internet the global communications system of computer networks accessible by the public which interconnect, either directly or indirectly, individual devices and/or networks by making use of TCP/IP transport protocols (or derivatives thereof) which may be accessed by means of the World Wide Web and derivative URL addresses and which enables users to engage in two-way transmissions of data over such networks in order to receive content, excluding IPTV;

Subscribers Means with respect to the Licensed Service, any customer of the Licensee who is authorized to access and use the Licensed Service;

VOD the mode of programming distribution by which an individual, via an interactive TV system that allows the viewer to select content and view it at a time of his or her own choosing, also known as "video-on-demand".

1.2 All terms not otherwise defined in these Standard Terms and Conditions shall have the meanings ascribed to them in the Contract Terms.

1.3 Interpretation. In this Agreement (except where the context otherwise requires): (a) words in the singular shall include the plural and words in the plural shall include the singular; (b) any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; (c) a reference to a "Party" is a reference to a Party to this Agreement and includes that Party's successors in title, permitted assignees and transferees (if

any); (d) unless otherwise stated, a reference to “writing” includes email; (e) a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (f) any schedule(s) attached hereto shall form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to these Standard Terms and Conditions includes the schedule(s).

2. TERM

The term of this Agreement shall be the License Period as defined in the Contract Terms.

3. GRANT OF RIGHTS

3.1 Grant of Rights. Licensor grants, to LICENSEE, the **Licensed Rights** as described in the Contract Terms.

4. DELIVERY OF LICENSED PROGRAMME

4.1 Delivery Specifications. Licensor shall effect or procure that delivery of the Licensed Programme is made on or before the Delivery Deadline in the Video Format specified in the Contract Terms.

4.2 Delivery Cost. Any cost of delivery, where applicable, for the Licensed Programme to Licensee shall be added to the License Fee.

4.3 Technical Requirements. The Licensor agrees to provide LICENSEE with the completed LICENSEE Technical Form as a requirement for the Licensed Programme to be broadcast on the Licensed Service no later than forty-eight (48) hours after execution of this Agreement

5. ALTERATION OF THE PROGRAMME; SUB-TITLED VERSION

5.1 General. To the extent the Licensed Programme is exploited via the Licensed Service, it shall be exploited in its entirety including all titles, credits and copyright notices.

5.2 Censorship. Notwithstanding clause 5.1, LICENSEE may make minor cuts or alterations to the Licensed Programme, as applicable, in order to conform to the orders of any duly authorized, legally constituted censorship authority in the Territory provided that prior to making same LICENSEE shall notify Licensor in writing of the need for such cuts or alterations.

5.3 Local Language Version. Subject to the Contract Terms, LICENSEE shall be entitled to prepare or have prepared a sub-titled and/or dubbed version of the Licensed Programme (“**Local Language Version**”). It is expressly acknowledged and agreed by Licensee that ownership in and title to any material created by, for or at the instance of Licensee pursuant to this clause shall remain with Licensor and that all rights including, copyrights, rights of use and other rights of exploitation and all neighboring and connecting rights shall vest and remain in and are hereby assigned to Licensor, and Licensee shall procure that its sub-contractors assign to Licensor, in each case, free from all encumbrances with full title guarantee upon and from the creation thereof for all methods, means, and media and all territories and jurisdictions now known or which hereafter come to be known, subject only to Licensee’s rights under this Agreement.

6. PROMOTIONS & ADVERTISING

6.1 Promotion Rights. Licensor grants to LICENSEE the right to promote the availability of the Licensed Programme on the Licensed Service and other means, media, platforms or channels for the purposes of driving traffic of the Licensed Programme on the Licensed Service during the License Period. The Licensor shall provide all promotional material to the Licensee upon signing of the Agreement.

6.2 Advertising. LICENSEE will have the right, at its expense, for each Program in the Territory to advertise, publicize, and promote the availability of the Program(s) on the Licensed Service; and LICENSEE shall have the right to use excerpts of the Licensed Programme(s) to create materials to promote and advertise such Licensed Programme(s), subject to the prior written approval of the LICENSOR.

7. WARRANTIES AND INDEMNITY

7.1 Licensor Representations and Warranties. Licensor represents, warrants and undertakes to Licensee that:

- (a) it has full right, title and authority to enter into this Agreement and grant the rights in the Licensed Programme granted to Licensee under this Agreement;
- (b) neither the Licensed Programme nor Licensee's exploitation of the rights granted to it pursuant to this Agreement infringes or shall infringe any right including any Intellectual Property Rights, privacy or publicity rights, or any other proprietary rights of any third party;
- (c) there is no undisclosed proceeding, pending or threatened event, matter, occurrence or circumstance which challenges or may have a material adverse impact on this Agreement or which would preclude the exercise by Licensee of any rights granted pursuant to this Agreement;
- (d) it shall be responsible for payment of and shall pay all residuals, royalties, profit participations and other sums which may become due to contributors and rights holders in the Licensed Programme as a result of the exercise by Licensee of the rights granted pursuant to this Agreement; and
- (e) it has obtained all rights, releases, clearances, and licenses with respect to all materials and elements embodied in and all persons appearing in, or performing services in connection with, the Licensed Programme and Licensee's exploitation of the same hereunder.

7.2 LICENSEE Representations and Warranties. LICENSEE represents, warrants and undertakes to Licensor that:

- (a) it has full right, title and authority to enter into this Agreement and fully perform its obligations under this Agreement;
- (b) it is a company duly organized under the laws of its country of incorporation;
- (c) there are no liens, claims, encumbrances, legal proceedings, agreements or understandings which might conflict or interfere with, limit, derogate from, or be inconsistent with any of Licensee's obligations, warranties or representations given under this Agreement;
- (d) as far as it is aware, there is no undisclosed proceeding, pending or threatened event, matter, occurrence or circumstance which challenges or may have a material adverse impact on this Agreement or which would preclude the exercise by it of any rights granted pursuant to this Agreement;
- (e) it shall obtain and comply with all authorizations and licenses necessary for the operation of the Licensed Service;
- (f) its exercise of the Licensed Rights shall comply with all Applicable Law; and
- (g) it shall not edit the Licensed Programme or incorporate advertising anywhere therein without the prior written consent of the Licensor, which shall not be unreasonably withheld.

7.3 Indemnity. Each Party ("**Indemnifying Party**") shall fully indemnify the other ("**Indemnified Party**") from and against any and all losses, demands, claims, damages, costs, expenses (including legal costs and expenses and taxes thereon) and liabilities suffered or incurred by the Indemnified Party, in consequence of any breach, non-performance or non-observance by the Indemnifying Party of any of the warranties set out in this clause on the part of the Indemnifying Party.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Subject only to the rights granted to LICENSEE under this Agreement, all Intellectual Property Rights in the Licensed Programme are vested in Licensor or its licensors in their entirety and LICENSEE shall not make, anywhere in the world, any application in its own name or the name of any third party to register any copyright in the Licensed Programme or apply for or register as a trade mark or domain name the original title of the Licensed Programme or any other marks or names associated with the Licensed Programme. The Licensor will indemnify and hold LICENSEE harmless, against any claim from third parties in relation to the intellectual property of the Licensed Programme provided by the Licensor under this Agreement.
- 8.2 LICENSOR owns and shall retain ownership of its logo, service mark, trademarks and other identifying marks (Licensor's Marks). Licensee shall not use the Licensor's Marks without the prior written consent of LICENSOR, which shall not be unreasonably withheld. Where LICENSOR provides prior written consent, the Licensee shall use the Licensor's Marks in accordance with its branding guidelines.

9. TERMINATION

- 9.1 This Agreement shall terminate automatically upon expiry without notice to either Party.
- 9.2 Termination Grounds. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party:
- (a) if the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - (b) upon the occurrence of any Insolvency Event with respect to the other Party; or
 - (c) subject to and in accordance with clause 13.1.
- 9.3 LICENSOR has the right to terminate this Agreement by giving, to the Licensor, thirty (30) Calendar Days' prior written notice of termination for convenience.

10. TAXATION

- 10.1 All amounts payable to Licensor exclude amounts in respect of VAT or an analogous tax which Licensee shall additionally be liable to pay to Licensor at the prevailing rate (if applicable), subject to receipt of a valid VAT / tax invoice. Notwithstanding the foregoing, taxes imposed by any taxing authority on the Licensor's and / or its Affiliates net income and / or in jurisdictions in which Licensor and / or its Affiliates are active will be borne by Licensor.
- 10.2 If withholding taxes are payable under or in connection with this Agreement as may be required under the relevant domestic legislation and/or a relevant tax treaty, Licensee may deduct and withhold such withholding tax from any payment made to Licensor and pay such withholding tax to the relevant authorities in accordance with Applicable Laws. In such case, within sixty (60) days of the end of the month during which the withholding tax is paid by Licensee to the relevant tax authority, Licensee will provide Licensor with a tax certificate prepared by Licensee confirming the amount of withholding tax that was levied, the date on which the withholding tax was levied and the name of the authority to which the withholding tax is remitted

11. CONFIDENTIALITY

- 11.1 Confidential Information. Each Party undertakes that it shall not at any time disclose to any person any Confidential Information, whether in written or any other form, except, each Party may disclose the other Party's Confidential Information: (a) to its employees, officers, representatives or advisers who need to know such information solely for the purposes of exercising the Party's

rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause; or (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory body. Neither Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. SECURITY

12.1 The Licensee shall maintain the following security measures:

- (a) Using industry standard security measures (encryption, content scrambling, online authentication, restrictive license agreements with Subscribers) to prevent the unauthorized access to, and transmission, copying, modification and/or distribution of the Licensed Programme by any unauthorized person.
- (b) The Licensee shall immediately inform the Licensor if it becomes aware of any unauthorized access, copying, modification, storage, or transmission of the Licensed Programme and shall take proper action against such unauthorized acts.

13. GENERAL

- 13.1 Force Majeure. Neither Party will be liable to the other Party for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform its obligations under this Agreement (save for payment of the License Fee) as a result of any Force Majeure Event, provided that Party notifies the other Party in writing as soon as reasonably practicable specifying the nature and extent of the Force Majeure Event. If the period of delay or non-performance continues for sixty (60) Calendar Days, either Party may terminate this Agreement by giving at least ten (10) Calendar Days' written notice to the other Party.
- 13.2 Limitation of Liability. The aggregate liability of a Party ("**Breaching Party**") to the other Party ("**Non-Breaching Party**") arising out of or in connection with any breach of this Agreement by the Breaching Party, regardless of the basis of which the claim is made, shall be the License Fee paid or payable to the Licensor by LICENSEE. Neither Party shall be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for any actual or alleged loss arising from or in connection with: (a) loss of revenues, profits, contracts or business; (b) any loss of goodwill or reputation; or (c) any indirect or consequential losses, in each case incurred by the other Party. Nothing in this Agreement shall limit either Party's liability for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation. The limitation of liability set out in this clause shall not apply to any claim made under the indemnity clause.
- 13.3 Notices. Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by email or by international courier to the relevant address set out in the Contract Terms. Any notice shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt at the time the notice is left at the proper address; (b) if delivered by email, on receipt by the relevant server; or (c) if sent by international courier at the time recorded by the delivery service. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.4 Heading. Paragraph headings are for reference only and have no legal effect on the scope, meaning or intent of any of the articles of this Agreement.
- 13.5 Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives). For the avoidance of doubt, no variation of this Agreement shall be valid if made by email correspondence.

- 13.6 No waiver. 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.
- 13.7 Assignment. Neither Party shall, without the prior written consent of the other Party, which shall not be unreasonably withheld, assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of its obligations under this Agreement, or purport to do any of the same. LICENSOR may assign or otherwise transfer its rights and obligations herein to its Affiliates without the consent of the Licensee.
- 13.8 Relationship of Parties. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorize either Party to act as agent for the other, and neither Party shall have authority to act in the name, or on behalf, of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 13.9 Severability. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid.
- 13.10 Further Assurance. Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement and give effect to this Agreement.
- 13.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.12 No Third-Party Rights. A person who is not a Party to this Agreement shall have no right to enforce any of its terms.
- 13.13 Governing Law and Dispute Resolution. This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Jurisdiction. The parties irrevocably agree that the courts of the Jurisdiction shall have exclusive jurisdiction to settle any Disputes (defined herein), and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. For the purposes of this clause, "**Dispute**" means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Agreement, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Agreement or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Agreement.
- 13.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.
- 13.15 These Standard Terms and Conditions together with the Contract Terms are incorporated as part of this Agreement. If there is any conflict between the Contract Terms and the Standard Terms and Conditions, the Contract Terms shall prevail.