

TERMS AND CONDITIONS

IMPORTANT BITS

1. By submitting your programme you consent to these terms and Conditions.
2. You have in place Errors & Omissions insurance on the programme submitted of coverage of at least £1,000,000.00 per Programme per claim and can provide a copy with your acceptance of these terms.
3. Programme is fully cleared, all contributors, locations and materials have been subject to releases.
4. Making the programme available to the public will not infringe the rights of any third party.
5. There are no materials in the Programme that are included under US fair dealing provisions or any copyright exceptions.
6. There are no children under the age of 18 appearing in the Programme.
7. Programme does not contain anything that is illegal, indecent, pornographic, harassing, threatening, violent or defamatory.
8. You confirm that no fees are due and payable to any person in connection with the Programme.
9. There is no commercial music within the Programme and any music is library music and fully cleared with no additional residuals payable for its use.
10. You shall provide the Programme in accordance with Technical Specification and with the Delivery Materials set out at the end of these Terms.

OTHER DETAILS

2. RIGHTS

- 2.1 You hereby grant to Little Dot Studios Limited (**LDS**) and its affiliates the non-exclusive, licence free right and licence to exploit and to authorise others to exploit the Programme in any and all forms of media now known and hereafter developed throughout the World on a free or paid basis during the Term in whole or in part including the right to use such Programme or part thereof to market and promote such Programme, LDS and the services upon which the Programme is exploited.
- 2.2 In consideration of the grant of the rights, LDS shall use all reasonable endeavours to monetise the Programme.
- 2.3 Any rights not granted hereunder are hereby reserved to You absolutely.
- 2.4 You grant to LDS the royalty free right and licence to edit, re-format, excerpt, administer, re-title, manage, clip, modify, tag, upload, make adaptations of, dub, subtitle and otherwise use the Programme in accordance with this agreement. LDS shall also be entitled to edit the Programme for the purpose of local compliance, inserting advertising and sponsorship breaks, censorship or for local cultural sensitives provided that such edit shall not undermine the integrity of the Programme.
- 2.5 Platforms may from time to time introduce new features or capabilities to its Platform. You acknowledge and agree that LDS's exploitation is wholly conditional to and subject to the terms and conditions set by the Platforms over which LDS has no control and are not capable of negotiation, and the rights granted hereunder to LDS include all consents to the functionality of the Platform(s). LDS shall have no liability to You for any platform functionality. Platform for the purposes of this agreement means any social media or audio-visual distribution platform.
- 2.5 LDS is entitled to use AI in respect of the Programmes for the purposes of exploiting the rights only but not for undermining the integrity of the Programme and shall not upload to AI that learns from the intellectual property in such Programme.

3. PAYMENT TERMS

- 3.1 LDS shall pay to You the Revenue Share. For the purposes of this clause:
Gross Revenue means all gross revenue actually received by LDS from the Platform after all platform deductions, third party deductions, credits and commissions.
Net Receipts means all Gross Revenue less (i) any credits, refunds or deductions of any competent authority, (ii) all relevant taxes (including VAT), (iii) recoupment of delivery costs (actual hard costs incurred), (iv) LDS Advertising sales commission for provision of Ad Sales Services, and any applicable third party ad sales agency commission, ad sales delivery costs (ad serving and insertion costs) and (a) where the Content is distributed via social media platforms only, LDS's design, transcoding, uploading and maintenance costs and expenses (being a fixed

cost of 5% of Gross Revenue); or (b) where the Content is distributed via affiliate streaming platforms LDS's design, transcoding, uploading, maintenance and technical costs for delivery and making available to viewers fixed at 15% of Gross Revenue; and (v) any other deductions agreed by the parties in writing.

Revenue Share means 50% of Net Receipts.

- 3.2 LDS shall provide a report to You, 60 days after the end of each quarter, which sets out the Revenue Share actually received during the preceding quarter. If this agreement commences during a quarter, then the first report will be provided at the end of the second quarter. Thereafter, You shall invoice LDS for Your Revenue Share which shall be payable 30 days after receipt by LDS of a valid invoice. All Your Revenue Share will be paid in the currency in which it was received by LDS. LDS shall not be obliged to report or make any payments to You for any amounts less than USD\$500, in which case, such reporting and account shall roll over the subsequent year.
- 3.3 LDS shall not be liable to You for any bad debts.

4. DELIVERY AND DELIVERY MATERIAL

You shall deliver to LDS, at Your cost the Programme in the format designated by LDS to the designated location (digital or physical) as nominated by LDS. If the Delivery Materials are defective, then You shall promptly replace the assets at no cost to LDS.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 5.1 Each party represents and warrants to the other party that: (a) it has the power and authority to enter into and shall fully perform its obligations under this agreement; and (b) it has not entered and will not enter into any agreements which might conflict or interfere with the respective rights of the other party granted hereunder.
- 5.2 You represents and warrants to LDS that: (a) You are the owner of the Programme; (b) there are no pending claims, liens, security interests, charges, restrictions or other encumbrances of any type on the Programme and You will not allow any liens or encumbrances to accrue against the Programme or any of the elements of them and that no rights have been granted to any third party that would impede or impact the rights granted to LDS hereunder; (c) all clearances and consents, including but not limited to footage, clips, underlying works, music and talent have been obtained and are fully cleared insofar as to enable the Programme to be exploited in accordance with this agreement; (d) the exercise of the rights by LDS or its affiliates in accordance with this agreement will not infringe or violate the rights of any third party including any contractual rights, copyright, trademark or other intellectual property; (e) the Programme does not contain anything that is illegal, indecent, pornographic, harassing, threatening, violent or defamatory; (f) there are no pending or threatened litigation or dispute in respect of the Programme; and (g) the performing rights in all musical compositions contained in the Programme are (i) controlled by the Performing Right Society Limited (PRS) and/or an affiliated collecting society or (ii) in the public domain or (iii) controlled by You.
- 5.3 Nothing herein is intended to provide any guarantee that the rights granted to LDS shall generate any Net Receipts.
- 5.4 You warrant and represent that it has in place in respect of all Programme industry standard production insurance and errors and omission insurance of a minimum of \$1,000,000.00 per claim.

6. LIABILITY AND INDEMNITY

- 6.1 You undertake to indemnify, on demand and keep fully indemnified and hold LDS and its affiliates, directors, employees, contractors and agents harmless against all claims, costs, proceedings, demands, damages and/or liabilities including all reasonable legal costs in defending the proceedings arising as a result of any breach or non-performance or non-observance of any terms of this agreement. Notwithstanding the foregoing, each party undertakes to take all reasonable steps to mitigate any damage it may suffer.
- 6.2 Without prejudice to 6.1 in no circumstances will either party be liable to the other party for any amount in excess the Revenue Share paid to You hereunder in the 12 months immediately preceding the relevant breach of this agreement.
- 6.3 Neither party shall be liable to the other party for any indirect or consequential loss of (a) profits; (b) goodwill; (c) data; or (d) any other indirect or consequential loss or damage.

- 6.4 Nothing in this Agreement shall limit or exclude any liability for fraud, fraudulent misrepresentation, fraudulent misstatement, death or personal injury caused by negligence or any other liability which cannot be excluded or limited at law.

7. WITHDRAWAL AND SUBSTITUTION

You shall have the right to withdraw any Programme: (i) if there is any actual or threatened litigation with respect to such Programme; (ii) or for any other bona fide legal reason. LDS shall use reasonable commercial efforts to remove such Programme or add territory restrictions to such Programme (as applicable) within two (2) business days of receiving written notice of such request from You.

8. TERM AND TERMINATION

- 8.1 This agreement shall commence upon submission of the Programme to LDS and continue for a twenty four (24) consecutive month period. Thereafter this agreement shall rollover for consecutive twenty four (24) month periods unless one party provides notice to the other party in writing terminating this agreement with no less than six (6) month notice, such termination taking effect at the end of such twenty four (24) period.
- 8.2 Either party may terminate this agreement if the other party is in breach any of its obligations under this agreement and (if capable of remedy) fails to remedy such breach within thirty (30) days of written notification requesting such remedy.
- 8.2 Either party may terminate this agreement with immediate effect if: (i) the other party becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors; or being deemed or becoming unable to pay its debts (within the meaning set out in Section 123 of the Insolvency Act); or (v) any event which is analogous to or having a similar effect or result to any of the foregoing occurs in a jurisdiction other than England and Wales.
- 8.3 LDS shall be entitled to terminate this agreement in writing to You at any time.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Nothing in this agreement is intended to grant to LDS any intellectual property rights in the Programme, including but not limited to trade or service marks and goodwill, in or associated with the Programme or any part thereof and LDS hereby acknowledges that, subject to LDS's licence to use the same in the course of exercising the Rights hereby granted, it shall not acquire any such rights and that all such rights are, and shall remain, vested in You.
- 9.2 Nothing in this agreement shall grant You any rights in respect of the intellectual property rights in: the trade or service marks and goodwill of LDS, dubs, closed captions, metadata, or voice overs of the Programme created by LDS, which such rights are and shall remain vested in LDS (or in its control) at all times.

10. FORCE MAJEURE

Failure by either party to perform its obligations as a result of any event or act beyond its reasonable control, including any act of God, war, strikes, lock-outs, other industrial action (excluding strikes and industrial action by its own employees), machine breakdown, fire, flood, explosion, national or global pandemic or epidemic or widespread illness or disease, breakdown of infrastructure, unavailability or inoperability of the internet, any technical malfunction, error, hacking or virus damage, any loss of data, any changes to the operation of this agreement or to laws and regulations governing this agreement, injunction, judgement or any other similar occurrence beyond such party's reasonable control (**Event of Force Majeure**) shall not constitute a breach by either party of the terms of this agreement provided that such party shall use all reasonable endeavours to resume the performance of its obligations hereunder as soon as practicable. Should an Event of Force Majeure continue for a period of sixty (60) consecutive days or more, then either party shall be entitled to terminate this agreement forthwith and the clauses of this agreement relating to the consequences of termination shall thereupon take effect. In the event of termination any amounts paid in advance by LDS shall constitute a debt and shall be immediately repayable to You.

11. NOTICES

All notices or other documents which may be required to be given or delivered hereunder by either party to the other shall be sufficiently given if in writing and delivered by email to the other party, with a read receipt. Notices shall be deemed received upon receipt of a read receipt or written confirmation of receipt.

12. MISCELLANEOUS

- 12.1 The parties hereto shall be entitled to assign or license the whole or any part of its rights under this agreement to any company in the same group of companies as that party or its parent companies, but not otherwise without the prior written consent of the other party (not to be unreasonably withheld or delayed).
- 12.2 Neither party shall during the Term of this agreement or at any time thereafter disclose to any third party the terms of this Agreement or any other confidential information other than to their respective professional advisers or as may be required by law or by the express terms of this agreement or as may be necessary in the performance of this agreement.
- 12.3 Nothing in this agreement shall be deemed to constitute a partnership, joint venture or agency between the parties.
- 12.4 No waiver by a party hereto of any breach of any of the provisions hereof shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision.
- 12.5 Any person, firm or entity who is not a party to this Agreement shall have 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.
- 12.6 The parties agree that any amendments relating to the Programme may be mutually agreed via email which will be deemed to be incorporated herein. Any other amendments to this agreement shall be agreed by the parties in writing.
- 12.7 Both parties shall comply with all applicable country laws relating to anti-corruption and anti-bribery, including the UK Bribery Act 2010 and Data Protection Act 2018.
- 12.8 This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of courts of England.

DELIVERY MATERIALS

Video File - a stereo programme only file, with no additional content as part of the file (part breaks, bumpers, slates, bars and textless elements for example).

Audio stems - separate audio stems if available (mix minutes narration or separate dialogue, music and effects for example), in sync with the supplied video file.

Images - Ten high resolution images, these should be gallery shots, featuring key talent or contributors, these can be landscape and portrait.