

# WORLD TELEVISION LTD

## Standard Terms and Conditions of Provision of Services

### 1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words and expressions have the following meanings:

**Business Day** any day which is not a Saturday, a Sunday or a bank or public holiday in the country of incorporation of WTV;

**Charges** the Charges set out in the Contract (including the Licence Fee), as varied in accordance with the Contract;

**Conditions** these terms and conditions;

**Confidential Information** the provisions of the Contract and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, pricing, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of the Contract;

**Contract** any contract formed between WTV and the Customer for the provision of Services incorporating these Conditions;

**Control** that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of the other person (whether through ownership of share capital, possession of voting power, ability to appoint directors, contract or otherwise);

**Controller** shall have the meaning given to it in the Data Protection Legislation;

**Customer** the person(s), firm or company who purchases the Services from WTV;

**Data** shall mean the Personal Data and Special Personal Data provided by the Customer to WTV pursuant to this Contract or which is otherwise Processed by WTV on behalf of the Customer pursuant to the Contract;

**Data Protection Legislation** means:

(a) the regulations on the protection of natural persons with regard to the processing of personal data and on the free movement of such data known as the General Data Protection Regulation (EU) 2016/679; ("EU GDPR");

(b) EU GDPR as it forms part of the law of England and

Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

(c) the UK Data Protection Act 2018;

(d) the Privacy and Electronic Communications Regulations 2003 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020; and

(e) any further laws and statutory instruments relating to such regulations, data protection or privacy, all from time to time;

**Data Subject** shall have the meaning given to it in the Data Protection Legislation;

**Event** the Customers virtual events, meetings, sessions, shows, seminars or conferences (if any) which are referred to in the Order;

**Force Majeure** any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Contract including act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction, war, revolution, act of terrorism, riot or civil commotion strikes, locks outs and industrial action, failure of supplies of power, fuel, transport,

	equipment, raw material or other goods or services;	<b>Specification</b>	the specifications or stipulations for the Services set out in the Order or otherwise incorporated in the Contract;
<b>Input Material</b>	all documents, information and material provided by the Customer relating to the Services, including computer programs, data, reports, specifications and such other in-put material as are specified in the Specification or requested by WTV;	<b>Sub-Processor</b>	means any third party, including consultant, sub-contractor, agent or professional adviser or other third party appointed by a Processor which may receive and/or have access to Data;
<b>Intellectual Property Rights</b>	any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which shall exist in the future in the United Kingdom and all other countries in the world in each case whether registered or not and including any application for registration of the foregoing;	<b>Third Party Material</b>	all documents, information and material (including computer programs, data, reports and specifications) owned or controlled by a person who is not in the WTV Group and is not the Customer;
		<b>WTV</b>	the member of the WTV Group which incorporates, or proposes to incorporate, these Conditions into a Contract;
		<b>WTV Group</b>	WTV SA the companies and other entities which are under the Control of WTV SA or otherwise hold themselves out as members of the WTV Group; and
		<b>WTV Material</b>	the Pre-existing Material, Third Party Material and all other documents, equipment and other property of WTV or any member of the WTV Group.
<b>Licence</b>	a non-exclusive, non-transferable licence for the Customer and the Customer's its agents, subcontractors, consultants and employees to access and use the output of the Services;		
<b>Licence Fee</b>	the fee set out in the Order, as varied in accordance with the Contract;		
<b>Order</b>	any order from the Customer to WTV for the supply of Services in such form as WTV may determine from time to time;		
<b>Personal Data</b>	shall have the meaning given to it in the Data Protection Legislation;		
<b>Pre-existing Material</b>	all documents, information and material (including computer programs, data, reports, specifications and hosting platform) owned by WTV or a member of the WTV Group which existed prior to the date of the Order or which has not been developed or created exclusively for the Customer;		
<b>Processing</b>	shall have the meaning given to it in the Data Protection Legislation;		
<b>Processor</b>	shall have the meaning given to it in the Data Protection Legislation;		
<b>Services</b>	the output of services provided to the Customer which has been developed by WTV or its agents, subcontractors, consultants and employees, pursuant to the Contract, whether a document, a film or video, computer game or data, as set out in the Order;		
<b>Special Personal Data</b>	shall mean the special categories of Personal Data as set out in the Data Protection Legislation;		
		1.2	Drafting Conventions
		(a)	The headings to Conditions are inserted for convenience only and shall not affect the interpretation or construction of these Conditions.
		(b)	Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
		(c)	The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
		(d)	References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Contract.
		2	DURATION
		2.1	The Contract shall be deemed to have come into force on the date of the Order and shall (subject to the provisions for earlier termination set out in Condition 14) continue in force for one (1) year (" <b>Licence Year</b> ") and thereafter for successive annual periods (" <b>Renewal Licence Year</b> ") unless the Customer provides WTV twenty eight days (28) prior written notice of termination to expire on or before the end of the Licence Year or Renewal Licence Year.

### 3 PROVISION OF SERVICES

- 3.1 Subject to the terms of these Conditions, WTV agrees to grant the Customer a Licence during the term of the Contract to access and use the output of the Services and host Events subject to payment of the Licence Fee. Under the Licence, WTV shall use all reasonable endeavours allow the Customer access to its recorded Events during the Licence Year or Renewal Licence Year.
- 3.2 WTV will provide the Services as described on the Order. WTV may, in its sole discretion discontinue the Services or modify the features of the Services from time to time without prior notice where such discontinuation or modifications has no material adverse effect on the Services.
- 3.3 Other than the rights specified in the Contract, no other rights or interest whatsoever in the Services and/or any component thereof are transferred or granted to the Customer, The Customer may not:
- (a) use the Services for purposes other than the purposes explicitly set out in the Contract;
  - (b) copy or duplicate the Services except as permitted by Condition 8;
  - (c) grant a sub licence of the Licence;
  - (d) reverse engineer or de-compile, modify or revise, attempt to access the source of the Services or any part of them, or create derivative works of them; and
  - (e) transfer in whole or in part the right to use the Service or any part of them.
- 3.4 No Order placed by the Customer shall be deemed to be accepted by WTV until a written acknowledgement of order is issued by WTV or (if earlier) WTV commences the provision of the Services. Any Order shall be accepted entirely at the discretion of WTV, at which point and on which date the Contract shall come into existence.
- 3.5 The Contract shall be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).
- 3.6 It is the Customer's obligation to ensure that the terms of its Order and any applicable Specification are complete and accurate.
- 3.7 Any quotation or estimate made by WTV is given subject to these Conditions. Without prejudice to WTV's right not to accept an Order, quotations will be valid for 14 days from date of issue.
- 3.8 WTV shall use reasonable endeavours to provide the Services to the Customer in accordance with the Specification in all material respects.
- 3.9 WTV shall use reasonable endeavours to provide the Services and to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time for performance by WTV shall not be of the essence.
- 3.10 WTV warrants to the Customer that the Services shall be provided using reasonable care and skill. However WTV is not responsible for ensuring that the Services comply with all applicable laws and regulations in any country in which the Service is used and does not infringe the Intellectual Property Rights of any person in any territory.

### 4 CUSTOMER OBLIGATIONS

- 4.1 The Customer shall:
- (a) co-operate with WTV in all matters relating to the Services and appoint a project manager in relation to the Services, who shall have the authority to contractually bind the Customer on matters relating to the Services;
  - (b) not act (or omit to act) in any way which would cause WTV to infringe the terms of any licence or agreement or place WTV in breach of any of its contractual commitments with any third party which have been stated in the Order as agreed in writing between WTV and the Customer;
  - (c) provide, for WTV, its agents, subcontractors, consultants and employees, in a timely manner and at no charge such Input Material (and ensure that it is accurate in all material respects) as are reasonably required by WTV to undertake the Services.
  - (d) where identified in the Contract or otherwise reasonably required by WTV to undertake the Services, provide to WTV, its agents, subcontractors, consultants and employees in a timely manner and at no charge, access to the Customer's premises or accommodation and shall:
    - (i) inform WTV of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
    - (ii) keep and maintain the WTV Material at the Customer's premises in safe custody at its own risk, maintain the WTV Material in good condition until returned to WTV, and not dispose of or use the WTV Material other than in accordance with WTV's written instructions or authorisation.
- ensure that the Input Material comply with all applicable laws and are not defamatory, and shall ensure that the use of the Input Material by WTV (and its agents, subcontractors, consultants and employees) for the purpose of the Services shall not be in breach of any applicable law or otherwise create any liability to any third parties;
- 4.2 If WTV's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, WTV shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 4.3 The Customer shall be liable to pay to WTV, on demand, all reasonable costs, charges or losses sustained or incurred by WTV (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to WTV confirming such costs, charges and losses to the Customer in writing.

### 5 APPROVALS

- 5.1 The Customer shall at all times act reasonably and without undue delay in exercising any right of approval required in relation to the Services. If, following receipt by the

Customer of a written request for approval from WTV, the Customer has failed to respond within three (3) Business Days, then WTV shall be entitled at its sole option and without liability to the Customer, to suspend performance of the Services until such time as written approval has been received from the Customer.

- 5.2 Where the nature of the Services is such that approvals are required from the Customer on-the-spot (e.g. in the event of a live action recording session) then the Customer shall procure the attendance of a Customer representative authorised to give such approvals. Where the Customer has failed to provide such a representative, WTV, acting reasonably, shall have final discretion with regard to the relevant approvals.

## 6 CHANGE CONTROL

- 6.1 WTV shall have the right to make any changes to the Services which are necessary to comply with any Applicable Law or safety requirement, or which do not materially affect the nature or quality of the Services, and WTV shall notify the Customer in any such event.

- 6.2 If the Customer wishes to change the scope of the Services, it shall submit details of the requested change to WTV in writing.

- 6.3 Upon receipt of such written request, WTV shall, within a reasonable time, provide a written estimate to the Customer of:

- (a) the likely time required to implement the change;
- (b) any variations to WTV's charges arising from the change;
- (c) any other impact of the change on the terms of the Contract.

- 6.4 If the Customer wishes WTV to proceed with the change, WTV has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges and any other relevant terms of the Contract to take account of the change.

## 7 CHARGES & PAYMENT

- 7.1 In consideration of WTV carrying out the Services, the Customer shall pay the Charges to WTV in accordance with this Condition.

- 7.2 WTV reserves the right to increase the Charges by giving written notice to the Customer:

- (a) at any time prior to commencement of the Services, where there is any change in the cost of providing the Services which has arisen as a result of any factor outside of WTV's control;
- (b) at any time if the performance of the Services falls behind schedule as a result of any act or omission of the Customer or a change in the Customer's requirements;
- (c) at the renewal of any Licence Year by the amount by which the UK Retail Price Index has changed over the previous Licence Year.

- 7.3 The Charges does not include costs and expenses in connection with travel and accommodation, WTV shall be entitled to charge the Customer additional fees in respect of such reasonable costs incurred plus an administration fee of ten per cent (10%). Extra charges shall wherever possible be agreed with the Customer or its representative in advance, but in the event of failure to agree such changes for reasons of time or otherwise the Customer agrees to pay such additional charges as are reasonable.

- 7.4 Unless set out elsewhere in this Contract, fifty percent (50%) of the Charges shall be payable by the Customer

within seven (7) days of the date of WTV's initial invoice. The balance of Charges (and any additional charges) shall be payable by the customer within thirty (30) days of the date of receipt of the relevant invoice.

- 7.5 WTV may at any time at its sole discretion require payment in advance in respect of such of the Services and in such amount as WTV shall deem necessary. Where WTV does request payment of the Charges (including expenses) then such payment must be made in advance of delivery of the relevant Services to the bank account nominated in writing by WTV.

- 7.6 All sums payable under this Contract are exclusive of VAT and any applicable tax or duty.

- 7.7 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.

- 7.8 If any sum due from the Customer to WTV under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to WTV shall become due and payable immediately and, without prejudice to any other right or remedy available to WTV, WTV shall be entitled to:

- (a) cancel or suspend its performance of the Services or other services until arrangements as to payment or credit have been established which are satisfactory to WTV;
- (b) appropriate any payment made by the Customer to such of the Services (or any services supplied under any other contract between WTV and the Customer) or as WTV may think fit; and
- (c) charge the Customer:
  - (i) interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of eight per cent (8%) per annum above the base lending rate of the Bank of England prevailing from time to time until payment is made in full; and
  - (ii) the cost of obtaining judgment or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

## 8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 On payment by the Customer of all sums due to WTV pursuant to the Contract, WTV assigns to the Customer all Intellectual Property Rights in the outcome of the Services created or developed by WTV for the Customer pursuant to this Contract, but excluding Input Material, Pre-existing Material and Third Party Material.

- 8.2 WTV licenses the Customer, subject to Condition 8.3, to use the Pre-existing Material on a non-exclusive, non-transferable basis free of charge to such extent as is necessary to enable the Customer (but no other person) to make reasonable use of the output of the Services as is envisaged by the Contract. This licence may be terminated or suspended by WTV by notice in writing on the Customer's failure to comply with the provision of the Contract (including payment). This licence is subject to the licence at Condition 3.1. On expiry of the licence referred to at Condition 3.1, the Customer shall cease to be able to access the output of the Services via WTV's (or its licensor or subcontractor) system.

8.3 The Customer's use of rights in Third Party Material is conditional on WTV obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as shall entitle WTV to license such rights to the Customer as agreed between WTV and the Customer.

8.4 WTV acknowledges it has no Intellectual Property Rights in the Input Material.

8.5 The Customer warrants that the Input Material (and their use by WTV, its agents, subcontractors, consultants, and employees for the purposes of the Services and the Deliverables):

- (a) do not infringe any person's Intellectual Property Rights;
- (b) are not libellous or slanderous;
- (c) are in compliance with all laws and regulations.

## 9 CONFIDENTIALITY AND WTV PROPERTY

9.1 The Customer shall keep in strict confidence all Confidential Information disclosed to the Customer by WTV, its agents, subcontractors, consultants and employees and any other Confidential Information concerning WTV's business, pricing or its services which the Customer may obtain.

9.2 The Customer may disclose such Confidential Information:

- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

9.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Condition.

9.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

9.5 All documents, material, equipment and tools, drawings, specifications and data supplied by WTV to the Customer (including all the WTV Material) shall, at all times, be and remain the exclusive property of WTV and shall not be disposed of or used other than in accordance with WTV's written instructions or authorisation.

## 10 DATA PROTECTION

10.1 The parties acknowledge that the Customer is a Controller and WTV is a Processor in relation to the Data.

10.2 To the extent not stated elsewhere in this Contract, this Condition 10.2 sets out the following information in relation to the Data:

- (a) subject-matter of the Processing being access to the output of the Services by the employees, agents, directors and representatives of the Customer and the organisations which the Customer requires or permits access to the output of the Services;
- (b) duration of Processing being the duration of this Contract;
- (c) nature and purpose of the Processing being the registration of individual details in order to access the output of the Services;

(d) type of Data being identification details such as name, contact details and IP address; and

(e) categories of Data Subject being the Customer's potential customers and any subscribers to the Services.

WTV shall review Condition 10.2 no less than once every (12) months to ensure that it remains up-to-date and shall agree any changes required with the Customer.

10.3 WTV shall:

(a) Process the Data only on the documented instructions of the Customer as set out in this Contract to perform its obligations under this Contract and ensure it takes steps to ensure that its personnel and those of its subcontractors only Process Data on documented instructions from the Customer, unless required to do otherwise by applicable law. If WTV is aware that or of the opinion that any instruction given by the Customer breaches the Data Protection Legislation or other applicable law, WTV shall immediately inform the Customer of this giving details of the breach or potential breach;

(b) ensure that its personnel and personnel of any subcontractors who are authorised to Process Data are under obligations of confidentiality that are enforceable by WTV and/or the Customer;

(c) take the measures that are expressed to be obligations of the Processor in the Data Protection Legislation in order to ensure the appropriate level of security for the Data;

(d) taking into account the nature of the Processing, assist the Customer with its obligations to comply with Data Subjects' requests and Data Subjects' rights under the Data Protection Legislation through the use of appropriate technical and organisational measures;

(e) taking into account the nature of the Processing and the information available to WTV, assist the Customer in ensuring compliance with the Customer's obligations in the Data Protection Legislation to notify the Controller of a security breach, to communicate a security breach to Data Subjects, to assist with data protection impact assessments and assist with consultations with regulators;

(f) at the written election of the Customer, either:

(i) securely destroy the Data (including all copies of it); or

(ii) return the Data (including all copies of it) to the Customer in the format required by the Customer which retains the integrity of the Data

at any time upon request by the Customer or promptly upon termination or expiry of this Contract;

(g) provide all information necessary to demonstrate WTV's and any Sub-Processor's compliance with this Condition 10 and allow the Customer and its authorised representatives, upon reasonable prior written notice to WTV, reasonable access during normal business hours to any relevant premises and documents to inspect the procedures and measures referred to in this Condition 10;

(h) not Process or transfer Data outside of the European Economic Area (or any country

deemed adequate by the European Commission pursuant to Directive 95/46/EC or the GDPR) without the prior written consent of the Customer and without putting in place adequate protection for the Data to enable compliance by the Customer and WTV with their obligations under the Data Protection Legislation;

10.4 WTV shall not appoint any third party, including consultant, sub-contractor, agent, or professional adviser or other third party which may receive and/or have access to Data ("Sub-Processor") without the prior written consent of the Customer.

10.5 If the Customer consents to the appointment of any Sub-Processor under Condition 10.4, WTV shall put in place in writing with any Sub-Processor contractual obligations which are at least equivalent to the obligations imposed on WTV pursuant to this Condition 10.5 and Condition 9 (Confidentiality) including obligations which provide sufficient guarantees from the Sub-Processor that the processing meets the requirements of the Data Protection Legislation. WTV shall be liable to the Customer for any failure of any such Sub-Processor to comply with such equivalent data protection obligations (including where WTV is in breach of its obligation to put such obligations in writing with the Sub-Processor).

## 11 NON-SOLICITATION

11.1 The Customer shall not during the term of the Contract solicit or offer employment or any form of contract for services to the employees of WTV and any other member of the WTV Group who have been employed or engaged in the provision of the Services or the performance of this Contract.

11.2 In the event that the Customer is in breach of Condition 11.1, then the Customer shall pay to WTV, by way of liquidated damages an amount equal to fifty (50) per cent of the gross annual salary (as at the time of the breach) of the person so employed or engaged. This Condition shall be without prejudice to WTV's ability to seek injunctive relief.

## 12 FORCE MAJEURE

12.1 A party shall not be in breach of this Contract nor liable for any failure or delay in performance of any obligations (except for those in relation to payment) under this Contract (and the date for performance of the obligations affected will be extended accordingly) as a result of Force Majeure, provided that such party complies with the obligations set out in this Condition 12.

12.2 The party affected by Force Majeure shall immediately notify the other in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

12.3 The party affected by Force Majeure shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under this Contract.

12.4 If Force Majeure continues for longer than six (6) weeks either party may, whilst the Force Majeure continues, immediately terminate this Contract by notice in writing to the other.

## 13 LIABILITY

13.1 Nothing in this Contract shall limit or exclude WTV's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

- (b) fraud or fraudulent misrepresentation; or

- (c) any liability which cannot legally be excluded or limited.

13.2 Subject to Condition 13.1 WTV is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract for any:

- (a) loss of profit;

- (b) loss of revenue;

- (c) loss of business;

- (d) loss of anticipated savings;

- (e) loss of use; or

- (f) loss or corruption of data or information,

in each case whether direct or indirect, or for any indirect, special or consequential loss or damage, howsoever arising.

13.3 Subject to Conditions 13.1 and 13.2 above WTV's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract shall not exceed 100% of the Licence Fee paid or payable (had this Contract not been breached) under this Contract.

13.4 This Condition 13 shall survive termination of the Contract.

## 14 TERMINATION

14.1 Without limiting its other rights or remedies, WTV may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:

- (a) fails to pay any sum payable under this Contract within seven (7) days of its due date;

- (b) commits a material breach of any of its obligations under the Contract which is incapable of remedy;

- (c) commits a material breach of its obligations under the Contract which is capable of remedy and fails to remedy it or persists in such breach after thirty (30) days of having been required in writing to remedy or desist;

- (d) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

- (e) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);

- (f) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;

- (g) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;

- (h) calls a meeting, gives a notice, passes a resolution, makes an application or files documents, or an order is made, or any other steps are taken in respect of obtaining a

moratorium or a moratorium is obtained for that party;

- (i) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts; or
- (j) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or
- (k) has any distress, execution or sequestration or other such process levied or enforced on any of its assets;
- (l) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in Condition 14.1(d) to (k) above;
- (m) ceases, or appears in the reasonable opinion of WTV likely or is threatening to cease, to carry on all or a substantial part of its business; and/or
- (n) undergoes a change of Control.

14.2 Following commencement of the Contract and subject to Condition 14.3, the Customer may only terminate the Contract or cancel all or any part of the Services by written notice to WTV and provided that:

- (a) If the Services are cancelled forty eight (48) hours or more in advance of the commencement of the performance of the Services, then the Customer shall be liable for twenty five percent (25%) of the Charges;
- (b) If the Services are cancelled between forty eight (48) and twenty four (24) hours in advance of the commencement of the performance of the Services, then the Customer shall be liable for fifty percent (50%) of the Charges;
- (c) If the Services are cancelled twenty four (24) hours or less than the commencement of the performance of the Services, then the Customer shall be liable for one hundred percent (100%) of the Charges;

in addition to all costs incurred by WTV up to the date of such cancellation or termination

14.3 With WTV's prior written consent (at WTV's absolute discretion) the Customer may reschedule or defer the commencement of the Services twice before the cancellation fees as set out in Condition 14.2 apply.

14.4 Where the Customer reschedules or defers the commencement of the Services pursuant to Condition 14.3, the Services must be re-booked within the same calendar month otherwise the cancellation fees as set out in Condition 14.2 shall apply.

## 15 CONSEQUENCES OF TERMINATION

15.1 On the expiry or termination of this Contract for any reason whatsoever:

- (a) the relationship of the parties shall cease and any rights or licences granted under or pursuant to this Contract (or part of this Contract) shall cease to have effect save as (and to the extent) expressly provided;
- (b) the Customer shall immediately pay to WTV all of WTV's outstanding unpaid invoices and interest and, in respect of Services supplied but

for which no invoice has yet been submitted, WTV shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- (c) the Customer shall return all the WTV Material. If the Customer fails to do so, then WTV may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with this Contract;
- (d) the Licence at condition 3.1 shall cease;
- (e) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (f) the provisions of any clause which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.

## 16 GENERAL

### 16.1 Marketing

- (a) The Customer shall allow WTV to use its name in WTV's marketing and promotion materials, presentations and publications.
- (b) WTV agrees it shall not use Customer's logo and brand in marketing and promotion materials, presentations and publications without the prior written consent of the Customer.

### 16.2 Assignment, Subcontracting & Third Party Rights

- (a) The Customer shall not be entitled to assign, charge, subcontract or transfer this Contract or any part of it without the prior written consent of WTV.
- (b) WTV may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Contract at any time.
- (c) Where WTV subcontracts all or any of the its rights and responsibilities under this Contract it may need by notice in writing to vary certain provisions of these terms or the Contract to align with such subcontract;
- (d) A person who is not party to the Contract has no rights (whether under any applicable law or otherwise) to enforce any Contract.

### 16.3 Relationship of Parties

Neither party may pledge the credit of the other party nor represent itself as being the other party nor an agent, partner, employee or representative of the other party and neither party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other. Nothing in this Contract and no action taken by the parties pursuant to this Contract creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

### 16.4 Entire Agreement

- (a) This Contract contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements

between the parties in relation to such subject matter.

- (b) The parties acknowledge that the Contract has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in the Contract.
- (c) Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations shall be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Contract which it might otherwise have had in relation to them.
- (d) All warranties, terms and representations not set out in this Contract whether implied by statute or otherwise are excluded to the extent permitted by law.
- (e) Nothing in this Condition 16.4 shall exclude any liability in respect of misrepresentations made fraudulently.

**16.5 Severance**

If at any time any part of this Contract (including any one or more of the Conditions of this Contract or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Contract and the validity and/or enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired as a result of that omission.

**16.6 Waiver**

The rights and remedies of either party in respect of this Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Contract shall be in writing. The waiver by either party of any reach of this Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

**16.7 Variation**

No purported alteration or variation of this Contract shall be effective unless it is in writing, refers specifically to this Contract and is duly executed by each of the parties to this Contract.

**16.8 Notices**

- (a) Any notices sent under this Contract must be in writing.
- (b) Notices may be served in the ways set out below at the addresses set at the top of this Contract or at such other address as the relevant party may give notice to the other party for the purpose of service of notices under this Contract and, the following table sets out the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery	On delivery, provided delivery is between	properly addressed and delivered

	9.00am and 5.00pm on a Business Day	
Prepaid first class recorded delivery	9.00am on the second Business Day after posting or at the time and date recorded by the delivery service	properly addressed prepaid and posted
Prepaid international air postal service	9.00am on the fifth Business Day after posting	properly addressed prepaid and posted
Email	9.00am on the first Business Day after sending	despatched in a legible and complete form to the correct e-mail address without any error message provided that a confirmation copy of the e-mail is sent to the recipient by pre-pad first class recorded delivery in the manner set out above. Failure to send a confirmation copy will invalidate the service of any e-mail transmission.

- (c) For the purpose of Condition 16.8(b) and calculating deemed receipt all references to time are to local time in the place of deemed receipt.

**16.9 Dispute Resolution Procedure**

- (a) If any dispute, difference or claim arises out of or in connection with this Contract (including any question regarding its existence, validity or termination) a representative from WTV and a director or other senior representative of the Customer with authority to settle the dispute will, within seven (7) days of a written request from one party to the other, meet in good faith to resolve the dispute or difference at that meeting. If agreement in respect of the dispute or disagreement cannot be reached at such meeting, then such dispute or difference shall be resolved in accordance with Condition 16.10 (Law and Jurisdiction).
- (b) Notwithstanding the provisions of Condition 16.9(a), either party may take proceedings or seek remedies before the courts or any competent authority of any country for interim or interlocutory remedies in relation to any breach of a Contract or infringement by the other party of that party's Intellectual Property Rights.

**16.10 LAW AND JURISDICTION**

16.11 This Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of the country in which WTV is incorporated.

16.12 All disputes or claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the courts of the country in which WTV is incorporated to which the parties irrevocably submit.