

## UMBRELLA LICENCE AGREEMENT - TERMS AND CONDITIONS

- Purpose.** Motion Picture Licensing Company Limited ("MPLC") grants licensee ("Licensee") a non-exclusive licence ("Licence") to publicly perform copyrighted "Works" defined below, under the Terms and Conditions specified in this Umbrella Licence Agreement ("Agreement").
- Law.** MPLC warrants and represents that it has secured the appropriate rights, under the Copyright, Designs and Patents Act 1988 Chapter 48 Part I Chapter II Sections 16 & 19, to grant this Licence.
- Term.** "Term" shall mean the period beginning on the "Start Date" listed on the Umbrella Licence Application ("Application") and shall continue thereafter for periods of one (1) year each, unless cancelled by either party giving sixty (60) days advance written notice before the end of said period or any subsequent period. Each one (1) year period during the Term is referred to herein as a "contract year." If Licensee does not timely notify MPLC of intent to terminate, this Agreement will remain in effect for the entire contract year, and Licensee will be responsible for the entire annual fee due to MPLC hereunder. No refunds or credits will be made by MPLC in the event of early termination by Licensee.
- Rights.** The public performances authorised by this Agreement shall take place at the premise(s) identified in the Application or as Licensee otherwise notifies, and shall be via any means including but not limited to DVD, streaming, download or broadcast. The sole purpose of such performances is to entertain and/or educate authorised viewers and the audience will be limited accordingly. No specific titles, or any characters from such titles, or producers' names will be advertised or publicised to the general public, and no admission or other fee will be charged to the audience. The exhibitions cannot be used to endorse any goods or services. Works are defined as films and other audiovisual programmes to which MPLC has received the rights to license under the parameters set forth herein.
- Fee.** The agreed licence fee for the first contract year of this Agreement is specified on the Application, which amount is payable to MPLC, and excludes VAT. Subsequent contract years may include adjustments based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of attendees at performances conducted pursuant to this Agreement. On an annual basis, or upon request by MPLC, Licensee shall furnish MPLC with the information MPLC may require to determine the licence fee for subsequent contract years. If Licensee does not furnish the requested information within thirty (30) days prior to expiration, MPLC may independently determine the cover required for that contract year. The licence fee for each subsequent contract year shall be due and payable no later than each anniversary date of this Agreement.
- Restrictions.** The specific titles which may be publicly performed by Licensee under this Agreement are Works produced and/or distributed by MPLC-affiliated licensor companies only. MPLC represents that it or its licensors may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Agreement, MPLC may send Licensee at any time during the term of this Agreement binding notices that certain titles cannot be or may no longer be publicly performed under this Agreement. Such notices shall be binding and effective upon Licensee when received.
- Legally Obtained Works Only.** Licensee may publicly perform only legally obtained titles covered by this Agreement. The responsibility for obtaining the Works is that of Licensee, and that the costs of acquiring such media are to be borne solely by Licensee and are separate and distinct from the agreed public performance licence fee.
- No Other Rights.** Licensee may not unlawfully duplicate, edit or otherwise modify the Works obtained for public performance purposes under this Agreement. Any and all rights not granted to Licensee in this Agreement are expressly reserved to MPLC and/or its licensors.
- Separate Fees.** Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the Works covered by this Agreement are solely Licensee's responsibility and are not the responsibility of MPLC.
- Assignment.** This Agreement may not be assigned by Licensee, without the prior written consent of MPLC, except that Licensee shall (a) assign this Agreement in connection with a merger, consolidation or sale of its assets and business, (b) provide MPLC with immediate notice of the assignment including contact information for the assignee, and (c) guarantee assignee's performance of all obligations of Licensee under this Agreement. This Agreement may be assigned by MPLC.
- Notice.** Any notice provided for herein shall be given in person; by first class post prepaid; or by reputable overnight carrier; addressed to the party to be notified as listed on the Application. The date of personal service or mailing of any such notice shall constitute the date of service.
- Termination.** MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate this Agreement on account of any breach by Licensee of its Terms and Conditions. In the event of such termination, there shall be no refund of the licence fee. A waiver by MPLC or by Licensee of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of this Agreement. If any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect.
- Legal Fees.** In the event MPLC engages a lawyer to enforce its rights under this Agreement by virtue of the breach on the part of Licensee, of any term of this Agreement, Licensee agrees to pay the reasonable costs and lawyer fees incurred by MPLC.
- Guarantees.** Licensee guarantees that the information provided by Licensee is true, correct and complete in all respects. This Agreement has been duly authorised and constitutes a legal, valid and binding obligation upon Licensee and is enforceable by its Terms and Conditions which may be updated by MPLC. In the event that any signature is delivered by facsimile or e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation with the same force and effect as if an original signature.
- Warranty.** To the extent that, prior to the commencement date of this Agreement, Licensee may have infringed upon rights held by MPLC, MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements which would have been licensed under this Agreement. MPLC makes this warranty only with respect to rights held by it, and is not empowered or authorised to make any such representation or warranty with respect to rights held by others.
- UK Law.** The Application and these Terms and Conditions contain the full and complete agreement between MPLC and Licensee and shall be construed in accordance with the laws of England and Wales and the parties submit to the nonexclusive jurisdiction of the English Courts as regards to any claim or matter arising in relation to this Agreement.