



LICENSING AGREEMENT

I. PARTIES

This agreement ("Agreement") is between _____ ("LICENSOR") having its registered office located at _____ and a company number of _____, and Motion Picture Licensing Company (International) Limited ("MPLC").

II. TERM

The term of this Agreement shall be two (2) years, starting on _____ and expiring on _____.

During this period, MPLC shall have the right to grant licences hereunder, but in no case extending beyond 365 days after the then-current expiration date. LICENSOR shall honour such licences even if LICENSOR's participation in MPLC's licensing programme is not continued beyond the expiration of this Agreement.

III. RIGHTS GRANTED

A. Blanket Licensing. LICENSOR hereby grants, to MPLC and its affiliates, the exclusive public performance rights under applicable copyright law (as a standalone right and, where applicable, also as a public viewing right incorporated within a separate right of communication to the public) necessary for the "Blanket Licensing" of the Programs.

"Blanket Licensing" means MPLC's business of providing an MPLC Umbrella Licence® or other similar product which permits licensees to publicly perform, to the maximum extent permitted by applicable copyright laws, licensed motion pictures, television and other audiovisual programs that are accessed from any legal linear or non-linear source and in any language in which they are distributed for non-commercial exhibition, where there is no advertising regarding the exhibition in any media directed to the general public, and for which no fee or admission is charged.

"Programs" means all motion pictures, television and other audiovisual programs originally intended for personal, private use only for the titles for which LICENSOR holds or acquires sufficient copyright ownership or other licensing rights during the term of this Agreement.

B. Title by Title Licensing. LICENSOR also hereby grants, to MPLC and its affiliates, the exclusive public performance rights under applicable copyright law (as a standalone right and, where applicable, also as a public viewing right incorporated within a separate right of communication to the public) necessary for "Title-by-Title Licensing" of the Programs.

"Title-by-Title Licensing" means MPLC's business of providing a license or other similar product which permits licensees to publicly perform, to the maximum extent permitted by applicable copyright laws, specifically identified motion pictures, television and other audiovisual programs that are accessed from any legal linear or non-linear source and in any language in which they are distributed for non-commercial exhibition, for exhibitions which may advertise to the general public and/or where admission is charged.

C. Digital Licensing. LICENSOR also hereby grants, to MPLC and its affiliates, non-exclusive rights to copy, distribute, and perform its digital materials for use of the Programs within an electronic platform.

"Digital Licensing" means MPLC's business of copying and distributing and providing public performance rights of digital materials supplied from rights holders to an approved electronic platform which serves as a source for public performance exhibitions.

IV. LICENSOR REPRESENTATIONS, WARRANTIES AND COVENANTS

LICENSOR hereby represents and warrants that it has the rights necessary to enter into this Agreement, to grant the authorizations and rights provided herein, and is authorized and has the power to derive revenue from the Programs in the manner and form provided in the Agreement, free and clear of any and all liens, claims and encumbrances.

LICENSOR hereby agrees to allow MPLC to sub-license its rights hereunder to MPLC-affiliated copyright licensing agencies for inclusion in Public Performance Video Exhibition licences.

LICENSOR hereby grants MPLC the right to protect its copyright in the programs subject to this Agreement and grants MPLC the authority to enforce its copyright claims as needed.

V. TERRITORY AND MARKETS

"Territory" shall mean worldwide, to the extent (a) LICENSOR holds and can grant such rights, and (b) MPLC has a licensing program for such rights.

Without limiting the generality of the foregoing, when the Territory includes specific countries, MPLC may grant licenses hereunder (1) within the listed countries, including any possessions and territories, as well as any offshore facilities of companies wherever such facilities are located; and (2) for travel facilities (e.g., merchant vessels and corporate aircraft) wherever operated.

"Markets" shall mean all non-theatrical markets.

VI. ROYALTY CALCULATION

A. For Blanket Licensing, LICENSOR shall be entitled to its allocable share of net licence fees collected during the term of this Agreement in each royalty pool in which LICENSOR participates on a blanket basis, calculated by each Licensor's relative market share for the prior twelve (12) month annual period and for certain prior years, as determined by MPLC. LICENSOR acknowledges that MPLC may pay a small royalty to certain independent producers which shall, in the aggregate, be limited to no more than five percent (5%) of the royalties.

B. For Title-by-Title Licensing, LICENSOR shall be entitled to royalty of the net licence fees collected during the term of this Agreement for its titles pursuant to licensing agreements issued during the Term.

C. For Digital Licensing, LICENSOR shall be entitled to its allocable share of net licence fees collected during the term of this Agreement, less amounts **necessary** to reimburse MPLC for its distribution of digital files to its licensees.

All payments of fees to LICENSOR will be net of all withholding taxes, value added taxes, goods and services taxes, sales taxes, excise taxes and similar taxes. MPLC guarantees LICENSOR that the same method of allocation is employed by MPLC in making allocations to all MPLC Licensors.

MPLC will pay LICENSOR its allocable share of collected licence fees on a calendar quarterly basis after the starting date set forth herein. Payment and royalty statements are sent no later than sixty (60) days following the close of any quarter in which licence fees are collected, and at ninety (90) days if payment is made in US Dollars. In cases where invoices are required, payment will be made upon receipt of the ensuing invoice.

Payments shall be made payable to LICENSOR and sent to the following address:

LICENSOR is responsible for timely updating the payment details to MPLC in writing.

VII. OBLIGATIONS

LICENSOR shall provide to MPLC a complete list of all Programs by country as to which LICENSOR holds rights to authorize public performances of the type provided for in this Agreement; and if requested, a figure representing LICENSOR's total non-theatrical revenue, for each calendar year, in each country in the Territory for purposes of royalty allocation.

LICENSOR shall provide MPLC, at no additional cost, available advertising and publicity materials with respect to the Programs. LICENSOR shall grant MPLC and its licensees the right to use the name and likeness of any person appearing in the materials, as well as the right to use images and LICENSOR's name, logos and trademarks to promote, publicize and advertise LICENSOR's Programs to the extent permitted by the applicable MPLC licensing program, and the services of MPLC.

MPLC is responsible for paying all of its operating costs during the period and may not charge any amounts back to LICENSOR. As between LICENSOR and MPLC, LICENSOR is responsible for paying all third parties of any kind whatsoever including, but not limited to, profit participations and fees due to music copyright licensing and collection entities for synchronization and mechanical rights if any (it being agreed that mechanical rights are not implicated by MPLC's Blanket Licensing or Title-by-Title Licensing programs). MPLC's agreements with its Licensees will provide that music performance rights fees, if any, are the responsibility of those Licensees.

VIII. ASSIGNMENT

Except as provided for herein, neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party, not to be unreasonably withheld or delayed. It is expressly understood and agreed, however, that either party may freely assign this Agreement or any of its rights hereunder to a now existing or hereafter formed subsidiary or parent or to any entity acquiring all or part of its assets.

IX. CONFIDENTIALITY

It is agreed that the terms and conditions of this Agreement are confidential, and that, except as required by government or in litigation, neither MPLC nor LICENSOR, their respective affiliates, accountants, legal counsel and auditors shall disclose these terms and conditions to anyone else. This confidentiality clause shall survive termination of this Agreement.

X. NOTICE

Any notice provided for herein shall be given in person; by first class post; by reputable overnight carrier, postage prepaid; addressed to the party to be notified at the address specified as follows: MPLC, MPLC House, 22-24 Gildredge Road, Eastbourne, East Sussex, BN21 4SA, UK with a copy to MPLC Legal at 5455 Centinela Avenue, Los Angeles, California 90066 USA or to LICENSOR at . The date of personal service or mailing of any such notice shall constitute the date of service.

XI. INDEMNITY

The parties shall indemnify each other (including attorney fees and costs through final resolution) with respect to third party claims arising out of the indemnifying party's breach of this Agreement.

XII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and shall be submitted to the exclusive jurisdiction of the English courts in London. This Agreement cannot be modified, amended or changed in any way without a written amendment signed by both parties.

XIII. NO AGENCY

Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or render either party the agent of the other, and neither party shall hold itself out as such.

If this Agreement meets with your approval, please sign and return an executed copy of this letter.

MOTION PICTURE LICENSING COMPANY (INTERNATIONAL) LIMITED

BY: _____
Printed Name:
Title:

AGREED TO THIS DAY OF , 2023:

LICENSOR

BY: _____
Printed Name:
Title: