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General Conditions

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1 Definitions and Interpretation

1.1 Definitions

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

[Advertising mean any form of promotional announcement or other item of promotion or publicity which is broadcast or otherwise displayed in return for payment or other consideration, but excluding interactive advertising, so called “virtual” advertising, Sponsorship, AFP and Product Placement.]

[Advertising Requirements has the meaning given in Clause 8.1.]

[AFP mean advertiser funded programming where an advertiser funds all or part of the costs of producing the programme with a view to promoting their name, trade mark, image, activity, service or product.]

Agreement has the meaning set out in the Articles of Agreement.

Agreement Number is the number specified in Item 1 of the Special Conditions.

AJMN IPR has the meaning given in Clause 11.1(a).

[AJMN Brand Guidelines has the meaning given in Clause 8.1.]

AJMN Policies and Procedures means any document which contains AJMN policies and procedures (as may be amended and updated by AJMN from time to time) that are relevant to the Licence or this Agreement and which have been provided by AJMN to the Licensee prior to the Effective Date or are provided by AJMN to the Licensee from time to time.

AJMN Property means all tapes, copies, programs, documents and other materials provided by or on behalf of AJMN or any member of its group to the Licensee (or any member of the Licensee Team) pursuant to this Agreement from time to time.

AJMN Representative means the representative of AJMN (if any) specified in Item 14 of the Special Conditions and any replacement thereof appointed in accordance with Clause 3.2.

Articles of Agreement means the “Articles of Agreement” to which these General Conditions are scheduled.

Broadcast Means means the broadcast means set out in Item 7 of the Special Conditions.

Business Day means any day when banks are generally open for normal banking business in Qatar.

Commercial Registration means, with respect to a person (including a company or a branch), a proof of registration with the relevant Commercial Register or equivalent authority in the country of incorporation of such person.

Confidential Information has the meaning given in Clause 4.2(a).

Conflict of Interest means any circumstance in which the performance of this Agreement (in accordance with the terms of this Agreement) by the Licensee, the Licensee Team or anyone engaged by the Licensee in connection with this Agreement, may be or may reasonably be perceived to be materially compromised due to the competing or potentially competing interests, commercial or otherwise, of the Licensee, the Licensee Team or anyone engaged by the Licensee in connection with this Agreement.

Contributors has the meaning given in Clause 10.1(b)(i).

Designated Account means the bank account specified at Item 17 of the Special Conditions.

Effective Date means the date of this Agreement, as specified in Item 3 of the Special Conditions.

Fee means the aggregate fee payable by the Licensee to AJMN as set out in Item 11 of the Special Conditions.

Force Majeure Event means, in relation to any Party, any exceptional circumstances which:

- (a) are beyond its reasonable control;
- (b) such Party could not reasonably have provided against before entering into this Agreement;
- (c) having arisen, such Party could not reasonably have avoided or overcome; and
- (d) for the purposes of Clause 16.6 only, are not attributable to the other Party,

and Force Majeure Event may include serious fire, flood, earthquake, explosion, acts of a public enemy, terrorism, war, military operations, insurrection, sabotage, civil disorder, epidemic, embargoes, acts of any government, whether national, municipal or otherwise, or any agency thereof but excludes events related to a Party being unable to fulfil its obligations under this Agreement as a result of any economic conditions or a lack of funds or being or becoming insolvent.

General Conditions means the terms and conditions contained in this 0.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Law means any laws, statutes, rules, orders, regulations and codes of practice that are or shall be from time to time applicable to this Agreement or the exploitation of the Licence by the Licensee.

Licence the license to use the Materials set out in Clause 2.1.

Licence Period means the period set out in Item 6 of the Special Conditions.

Licensee means the counterparty to this Agreement, as specified in Item 2 of the Special Conditions.

Licensee's Representative means the representative of the Licensee (if any) specified in Item 15 of the Special Conditions and any replacement thereof appointed in accordance with Clause 3.3.

[**Licensee's Website** has the meaning given in Clause 8.5.]

Licensee Team means all employees (including the Licensee's Representative, if any), suppliers, and contractors appointed by the Licensee in connection with this Agreement.

Losses means, with respect to any person, any damages, losses, liabilities, claim of any kind, commission or expenses (including reasonably attorney's fees and expenses in defending against such liabilities and claims) suffered, incurred or paid by any such person.

Materials means the material(s) listed in Item 4 of the Special Conditions.

Permitted Use means the use set out in Item 5 of the Special Conditions.

Product Placement mean the inclusion of a commercial name, trade mark, image, activity, service or product within programming in return for payment or other valuable consideration with a view to promoting a name, trade mark, image, activity, service or product.

Prohibited Act means:

- (a) offering, accepting, giving or agreeing to give, receiving or agreeing to receive (directly or indirectly) to or from any official or other third party any gift, payment or consideration of any kind as an inducement or reward for the purpose of:
 - (i) influencing any act or decision of a public official in his official capacity;
 - (ii) inducing a public official to do or omit to do any act in violation of his lawful duty;
 - (iii) securing any improper advantage in relation to the Licence or this Agreement; or
 - (iv) showing favour or disfavour to any person in relation to

the Licence or this Agreement;

- (b) committing any offence under any Law concerning fraudulent acts; or
- (c) any activity that could result in a violation of any Law, including being party to any anti-competitive activities, kickbacks or bribery, or any applicable anti-bribery Laws that prohibit such activities.

Records has the meaning given in Clause 4.5(a).

Representatives has the meaning given in Clause 4.2(b)(i).

Senior Management Representatives means the representatives from each Party with:

- (a) sufficient knowledge of this Agreement and any dispute under Clause 17; and
- (b) all necessary authority to act on the relevant Party's behalf and bind such a party to a settlement of the relevant dispute.

Special Conditions means the Special Conditions set out in **Error! Reference source not found.**

Sponsorship means the right for an entity to be associated with a programme or series which can be facilitated by placing a name, trade mark, image, activity, service or product juxtaposition to a programme or series or within its credits, but excludes advertising funded programming or and product placement.

Tax or Taxes means:

- (a) all forms of present or future taxation (including income tax or amounts equivalent to or in

respect of income tax or otherwise any tax required to be deducted or withheld from or accounted for in respect of any payment), duties, imposts, levies and other charges of any nature whatsoever imposed, assessed, levied, withheld or collected by or on behalf of any tax authority (or other government body or authority) wherever and whenever chargeable or payable, and

- (b) all and any related interest, surcharges, penalties or fines.

Tax Card means an official document issued by the Qatar tax authority demonstrating proof of tax registration with the Qatar tax authority.

Term has the meaning given in Clause 16.1.

Territory means the territory set out in Item 9 of the Special Conditions.

Third Party Online User has the meaning given in Clause 8.7.

1.2 Interpretation

- (a) References to Clauses are (unless otherwise provided) references to the clauses of these General Conditions.
- (b) References to schedules are (unless otherwise provided) references to schedules to this Agreement.
- (c) Words in the singular include the plural and in the plural include the singular.
- (d) References to any legislation or to any section or provision of any legislation include:
 - (i) any statutory modification or re-enactment of, or any

statutory provision substituted for, that legislation, section or provision; and

- (ii) ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision.
- (e) References to “including” and “include(s)” shall be deemed to mean, respectively, “including, without limitation” and “include(s), without limitation”.
- (f) The expression “person” includes any individual, firm, body corporate, unincorporated association, limited liability partnership, partnership, government, state or agency of state (whether or not having separate legal personality).
- (g) Periods of time refer to the Gregorian calendar and reference to a time of day shall be construed as a reference to the time of day in Doha, Qatar.
- (h) In the event of any conflict, apparent conflict or ambiguity in or between the terms and conditions on any associated documents and those contained in this Agreement, the latter shall prevail. In the event of any conflict, apparent conflict or ambiguity in or between any sections of this Agreement set out below, the sections will be applied in the following order of precedence with the sections higher in the order of precedence prevailing over the Parties:

- (i) the Special Conditions;
- (ii) the General Conditions;
- (iii) any other Schedule of this Agreement.

- (i) This Agreement shall prevail over any standard terms and conditions of either Party.
- (j) Headings are for convenience only and do not affect the interpretation of this Agreement.
- (k) AJMN's involvement or participation in any discussions or consultations about, comments on, acceptance or approval of, any item or issue in connection with the Agreement shall not prejudice AJMN's rights and remedies and nor shall it constitute a waiver, variation or acquiescence. The Licensee shall use its own judgment in determining whether any comments made by AJMN are reasonable, taking into account practical, technical and operational considerations and shall remain responsible for ensuring that it performs its obligations in accordance with the Agreement.

2 Grant of Licence

2.1 In consideration for, and subject to:

- (a) the payment by the Licensee of the Fee; and
- (b) the performance of the Licensee's obligations herein,

AJMN hereby grants to the Licensee a non-transferable, licence to use and

reproduce the Materials, in the Territory only, for the Licence Period only, and for the Permitted Use only, strictly subject at all times to the terms and conditions of this Agreement.

2.2 The Licensee:

- (a) shall use the Materials pursuant to the Licence via the Broadcast Means only;
- (b) shall not transmit nor permit the transmission of the Materials in excess of the maximum number of permitted transmission as specified in Item 8 in the Special Conditions; and
- (c) may not sub-license the Licence without the prior written consent of AJMN, other than to members of the Licensee Team for the purpose only of the Licensee's use of the Materials in accordance with the terms and conditions of this Agreement.

2.3 Where Item 10 of the Special Conditions states that the Licence granted is non-exclusive, the Licensee acknowledges and agrees that notwithstanding any other provision in this Agreement, the Licence is non-exclusive, and AJMN shall be free to exercise and exploit the Materials (including by making any transmission of the Materials in the Territory) and/or to license or authorise any third party to do the same within the Territory (and in each case anywhere else in the world) by any means and on any terms without restriction.

2.4 Where Item 10 of the Special Conditions states that the Licence granted is exclusive in the Territory via the Broadcast Means, save as

otherwise provided in this Agreement, AJMN shall not nor shall it license any third party to make any transmission of the Materials during the Licence Period by means of the Broadcast Means which is primarily directed at or primarily intended for reception by the national audience resident within the Territory, provided that, notwithstanding the foregoing, the Licensee acknowledges that transmissions of the Materials by AJMN or its licensees may nevertheless be available within the Territory:

- (a) as a result of overspill of transmissions from outside the Territory which were intended for reception outside the Territory, including due to the inherent capability of transmitters and/or satellites to transmit and beam down signals beyond territorial boundaries;
- (b) as required by applicable law or accepted broadcast standards within the Territory (including voluntary regulation); or
- (c) for users of mobile content services outside the Territory whilst they are visiting the Territory, pursuant to roaming services offered by mobile operators,

and it is agreed that AJMN shall not be in breach of this Agreement as a result of any such transmission in the Territory.

- 2.5 For the avoidance of doubt, any rights not specifically granted to the Licensee under this Agreement are expressly reserved to AJMN (including in respect of any territory other than the Territory and in respect

of any broadcast means other than the Broadcast Means).

3 Nature of the Relationship

3.1 No Partnership or Agency

Nothing in this Agreement and no action taken under this Agreement:

- (a) creates a partnership;
- (b) creates a relationship of principal and agent between the Parties; or
- (c) authorises either Party to bind the other Party.

3.2 AJMN Representative

If Item 14 of the Special Conditions specifies an AJMN Representative, the Licensee shall address all notices and communications to such AJMN Representative, who shall have the authority to act on AJMN's behalf under this Agreement. AJMN shall notify the Licensee of any change to the AJMN Representative.

3.3 Licensee's Representative

- (a) If Item 15 of the Special Conditions specifies a Licensee's Representative, the Licensee shall provide the Licensee's Representative with all the authority necessary to receive communications and act on the Licensee's behalf under this Agreement.

- (b) If:
 - (i) the Licensee's Representative resigns, retires, is dismissed or is otherwise prevented from carrying out his duties during the Term; or

- (ii) AJMN has notified the Licensee that it considers the performance or conduct of the Licensee's Representative unsatisfactory and that AJMN, acting reasonably, requires the removal of such person from such role,

the Licensee shall, at its sole risk, cost and expense, promptly provide a suitably qualified and competent replacement, such replacement to be approved and accepted by AJMN in writing prior to any such replacement being effected.

4 Licensee Obligations

4.1 Licensee Actions

- (a) The Licensee shall (and shall procure that any permitted sub-licensee shall):
 - (i) not transmit nor permit the transmission of the Materials after the expiry or termination of the Licence Period;
 - (ii) not permit or allow the Materials to be exhibited or transmitted by any other party, except in connection with the promotion of the Materials [in accordance with Clause 8 or otherwise] with the express written permission of AJMN;
 - (iii) neither make, nor authorise nor permit

any third party to make, any copies of the Materials, except as may be necessary and expressly permitted by AJMN in writing for the Licensee's exercise of the rights granted herein;

- (iv) not by any act or omission prejudice the copyright or other Intellectual Property Rights in the Materials or in any constituent parts thereof or so deal with the Materials or the AJMN Property so that any third party may acquire any lien or right in respect of the same;

- (v) subject to Clause 7.1, not (nor shall it authorise or permit any third party to) superimpose any graphics on the Materials and shall not edit, alter, adapt, delete or otherwise change the Materials in any way, including so as to change the accuracy of the information conveyed in the ordinary viewing of the Materials, without the prior written consent of AJMN;

- (vi) at all times act in a manner free from dishonesty and corruption, and act in good faith in its dealings with AJMN

- (including in respect of the selection of the Licensee Team and all third party providers);
- (vii) be responsible for the payment of all wages, fees, costs, payments and benefits and rights of employment of any nature due to all personnel engaged or employed by the Licensee in connection with this Agreement;
 - (viii) comply with and ensure the Licensee Team's personnel comply with all instructions given by (or legitimately on behalf of) AJMN personnel in connection with this Agreement; and
 - (ix) at all times promote the best interests of AJMN.
- (b) The Licensee shall be responsible for all costs it incurs in relation to the exploitation of the Licence.
 - (c) Notwithstanding anything to the contrary in this Agreement, the Licensee shall indemnify, defend and hold harmless AJMN from all Losses arising out of any:
 - (i) failure of the Licensee to comply with the Law; or
 - (ii) use of the Materials by Licensee; or
 - (iii) Licensee's breach of any warranty,

representation, undertaking, obligation or any other term or condition of this Agreement.

4.2 Confidentiality

- (a) The Licensee undertakes that it shall not at any time publish or disclose to any person any information (whether confidential or otherwise) disclosed to it by or on behalf of AJMN (whether written, oral or howsoever produced or reproduced) concerning the business or affairs of AJMN, including information relating to its operations, processes, plans, product information, know-how, designs, trade secrets, software, photos, clips, any part of the Materials or any program, data tapes, video cassettes, summaries lists, schedules, reports, memorandums, designs, systems, drawings charts, specifications, descriptions, business and marketing plans, pricing, advice, opinions, contracts, agreements, market opportunities or customers (**Confidential Information**), except as permitted by Clause 4.2(b).
- (b) The Licensee may disclose Confidential Information:
 - (i) to its officers, agents and Licensee Team (**Representatives**) who need to know such information for the purposes of carrying out the Licensee's obligations under this Agreement

- or exploiting the Licence in accordance with the terms of this Agreement, provided that the Licensee shall ensure that its Representatives comply with the confidentiality obligations contained in this Clause 4.2 as though they were a party to this Agreement. The Licensee shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this Clause 4.2;
- (ii) as may be required by Law, court order or by any governmental or regulatory authority or any securities exchange to which the Licensee is subject or submits; or
 - (iii) to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this Clause 4.2.
- (c) The obligations of confidentiality in this Clause 4.2 shall not be affected by the expiry or termination of this Agreement.
 - (d) The Licensee shall not make any announcements relating to AJMN or this Agreement

without the prior written approval of AJMN.

- (e) Any disclosure by the Licensee in violation of this Clause 4.2 shall be deemed a material breach of this Agreement.
- (f) The Licensee shall not make any use of any Confidential Information other than for the purposes of carrying out the Licensee's obligations under this Agreement or exploiting the Licence in accordance with the terms of this Agreement.
- (g) If required by AJMN, the Licensee shall arrange for any member of the Licensee Team to enter into a confidentiality agreement directly with AJMN on terms consistent with the terms set out in this Clause 4.2.

4.3 AJMN Policies and Procedures

- (a) The Licensee acknowledges and agrees that:
 - (i) the AJMN Policies and Procedures shall be deemed to form part of these General Conditions and shall be binding and enforceable on the Licensee and the Licensee Team; and
 - (ii) any rights, obligations, remedies or liabilities in the AJMN Policies and Procedures are in addition to and do not in any way replace, alter or amend any rights, obligations, remedies or liabilities

contained in this Agreement.

- (b) The Licensee shall use reasonable commercial efforts to comply with, and shall ensure that the Licensee Team will comply with, the AJMN Policies and Procedures.

4.4 Prohibited Acts; Conflicts of Interest

- (a) The Licensee shall not (and shall procure that any member of the Licensee Team or anyone acting on the Licensee's behalf shall not) commit, either directly or indirectly, any Prohibited Act. The Licensee shall indemnify, defend and hold harmless AJMN from all Losses suffered by AJMN or any third party, arising out of or in connection with the Licensee, the Licensee Team or anyone acting on the Licensee's behalf committing a Prohibited Act.
- (b) The Licensee shall (and shall procure that any member of the Licensee Team or anyone acting on the Licensee's behalf shall) avoid any Conflict of Interest during the performance of its obligations under this Agreement.
- (c) If, during the Term, the Licensee or any member of the Licensee Team or anyone acting on the Licensee's behalf becomes aware of a Conflict of Interest, the Licensee shall immediately notify AJMN, providing

sufficient details of the relevant Conflict of Interest and a proposal as to how the Conflict of Interest may be resolved to AJMN's reasonable satisfaction.

- (d) Following receipt of a notice under Clause 4.4(c) or upon AJMN becoming aware of a Conflict of Interest, AJMN may take such action as it deems necessary or appropriate to resolve the Conflict of Interest, including:
 - (i) terminating this Agreement; or
 - (ii) requiring the replacement of anyone acting on the Licensee's behalf in respect of which a Conflict of Interest has arisen.

4.5 Reporting and Audits

- (a) The Licensee shall keep full and accurate records, in English, relating to the use of the Materials pursuant to this Agreement (**Records**) for a period of at least [two (2) years]¹ subsequent to the expiry or termination of this Agreement.
- (b) The Licensee shall grant to AJMN and its authorised agents and/or professional advisors the right of access at reasonable times to inspect and take copies of the Records and any part of them, and shall allow AJMN to obtain such information as it considers necessary to monitor and verify the

¹ Drafting Note: Audit department should be consulted as longer period may be required.

Licensee's compliance with the terms of this Agreement, provided that any such inspection is carried out with reasonable prior notice. AJMN reserves the right to inspect the Licensee's premises (and that of the Licensee Team, if applicable) or any other location where the Materials are being exploited.

- (c) Upon the request of AJMN, the Licensee shall provide AJMN within two (2) Business Days with updates in writing on the use of the Materials by the Licensee to allow AJMN to audit the same. The Licensee shall provide such updates to AJMN in the format reasonably requested by AJMN.

4.6 **Submission of Documentation**

If the Licensee is a legal entity, following the Effective Date and as a condition precedent to the grant of the Licence, the Licensee shall promptly provide to AJMN sufficient incorporation documentation to enable AJMN to verify the Licensee's compliance with Clause 18.1(a), including certified copies of the Licensee's Commercial Registration (or equivalent registration) and Tax Card. Any document provided pursuant to this Clause 4.6 shall be in English, or, if not in English, accompanied by a certified English translation.

5 **Payments to AJMN**

5.1 **Fee**

In consideration for the grant of the Licence, the Licensee shall pay AJMN the Fee.

5.2 **Payment**

The Licensee shall pay the Fee on the day or dates set out in Item 12 of the Special Conditions by means of telegraphic transfer to the Designated Account.

5.3 **Late Payments**

AJMN shall be entitled to charge interest on any sums overdue for payment at the rate of [1.5% of the overdue amount per month].

5.4 **Set-off**

The Licensee shall have no right of set off under or in connection with this Agreement.

5.5 **Taxes**

- (a) All sums payable by Licensee under this Agreement shall be paid free and clear of all deductions or withholdings (including any Taxes) save only as may be required by the laws of the State of Qatar.
- (b) To the extent that any such Taxes imposed by any authority are paid or borne by AJMN in connection with the transactions contemplated in this Agreement, Licensee shall reimburse AJMN therefor on demand. Upon Licensee's failure to do so AJMN shall have in respect of such reimbursement all the remedies herein provided for the collection of unpaid Fee in addition to whatever remedies it may have under law or contract.
- (c) Licensee shall bear all Taxes now or hereafter in effect that are or maybe imposed or based upon Licensee's exhibition possession or use of Materials or the copies thereof supplied or made

hereunder or upon the grant of the Licence of the exercise of the rights granted hereunder.

- (d) Where any such deduction or withholding is required by the laws of the State of Qatar, AJMN shall deduct or withhold such amount and pay the Licensee the net amount after such deduction or withholding. AJMN shall provide the Licensee with a withholding certificate in respect of such deduction or withholding.
- (e) If no deduction or withholding is made by AJMN on any sums payable under this Agreement and such deduction or withholding was required by laws of the State of Qatar, AJMN shall be entitled to deduct or withhold such amount from any other sums payable to the Licensee under this Agreement or claim that amount directly from the Licensee.

6 Delivery, Transmission and Content Protection

- 6.1 All shipping costs, encoding costs, uploading and hosting costs, each as applicable, together with the cost of delivery to viewers will be at the expense of the Licensee and shall not be recoverable from the Fee or any other amounts due to AJMN.
- 6.2 AJMN shall use its reasonable endeavours to deliver or make available the Materials to the Licensee as soon as reasonably practicable after the Effective Date (or such other date as may be agreed pursuant to Clause 6.5). AJMN shall not be liable in any way to the Licensee for any failure to deliver or make available the Materials (as applicable) by such date and, in any

event, the Licensee shall remain liable to pay the Fee due to AJMN in accordance with this Agreement.

6.3 The Licensee shall be deemed to have accepted the Materials, unless the Licensee notifies AJMN within:

- (a) in respect of materials which are dispatched digitally or electronically, three (3) hours after such despatch; and
- (b) in respect of Materials which are dispatched in any other manner, forty-eight (48) hours after such despatch,

of any defect (excluding any aesthetic or artistic effects) in the Materials that prevents use for the purpose for which they are intended. The Licensee shall ensure that any notice issued to AJMN pursuant to this Clause 6.3 shall include written details, in English, of the nature of the defect and, where applicable, the time code of the defective footage.

6.4 If the Licensee notifies AJMN of a defect pursuant to Clause 6.3, AJMN shall examine or assess the source from which the Materials were taken to determine whether the alleged defect is contained in such source or has occurred in preparing the Materials.

6.5 If the defect referred to in Clause 6.4 has occurred in preparing the Materials, then following:

- (a) in the case of digital or electronic Materials, the rejection of such Materials by the Licensee; and
- (b) in the case of any other Materials, the return of the defective Materials by the Licensee to AJMN (which shall be returned at the Licensee's own cost and risk),

AJMN shall, at its own cost and risk, use its reasonable endeavours to supply (as the Licensee's sole remedy) replacement Materials in accordance with a new delivery date as agreed with the Licensee.

6.6 If the defect referred to in Clause 6.4 cannot be rectified, then the Licensee may, at its discretion and as its sole remedy, either accept a refund of, or have due allowance made for, the whole or part of the Fee paid and/or payable by the Licensee in respect of the Materials or accept substitute Materials offered by AJMN on mutually agreed terms.

6.7 The Materials shall be held and/or stored at the Licensee's risk and the Licensee shall:

- (a) pay AJMN:
 - (i) the cost of replacing any Materials lost, stolen, damaged, destroyed or corrupted while held by the Licensee; and
 - (ii) any costs incurred by AJMN as a result of any failure by the Licensee to reject the Materials, return the Materials to AJMN, or forward the Materials to a destination selected by AJMN; and
- (b) use all due care in handling and storing the Materials, including by:
 - (i) taking all reasonable precautions to prevent any unauthorised duplication, reproduction, distribution, dissemination or

exhibition of the Materials; and

- (ii) maintaining, during the Licence Period, adequate insurance covering the loss, theft, damage, destruction, corruption, distribution, dissemination or exhibition of the Materials and any other materials delivered to on or behalf of the Licensee.

6.8 With respect to the transmission of the Materials, the Licensee represents and warrants that, at all times during the Licence Period, it shall employ every reasonable and adequate security measure to prevent any unauthorised duplication, reproduction, distribution or dissemination of the Materials.

6.9 In the event that the Licensee becomes aware of any suspected unauthorised distribution, dissemination or exhibition of any Materials in the Territory, the Licensee shall:

- (a) promptly notify AJMN and AJMN shall have the right, but shall not be obliged, to take such steps as it may deem necessary by actions under Law or otherwise to prevent such unauthorised distribution, dissemination or exhibition;
- (b) at AJMN's reasonable request, join in any action, suit or proceeding and/or render such help or aid to AJMN as AJMN shall require; and

- (c) execute, acknowledge, deliver and verify all instruments or other documents that are required in connection with any action, suit or proceeding.
- 6.10 All decisions pertaining to any action, suit or proceeding referred to in Clause 6.9 shall be made by AJMN in its sole discretion and, except where the unauthorised distribution, dissemination or exhibition is caused by the Licensee's negligence or breach of warranty, AJMN shall pay all costs and expenses incurred in connection with any such action, suit or proceeding, and any settlement, recovery or judgment shall be the sole property of AJMN.

7 Editorial Control

- 7.1 Subject to Clause 9, AJMN accepts that minor editing of the Materials of up to five (5) minutes in any hour may be necessary either to comply with Laws including local broadcasting authority regulations, for the purposes of programme scheduling and/or to enable the insertion of Advertising. Any editing of more than five (5) minutes duration in any hour shall be subject to AJMN's prior written approval.
- 7.2 Where editing is to be carried out in accordance with Clause 7.1, the Licensee shall not edit any Materials in any way likely to impair its quality, meaning or integrity or in any manner which is likely to bring AJMN into disrepute or which is defamatory of any person or organisation.
- 7.3 [Except for the insertion of Advertising, solely on the terms set forth in Clause 8.4, in no event shall:
 - (a) the Materials or any part of the Materials be added to or

- included in any other programme or any film; or
- (b) any film or programme material from any other source be added to or included in the Materials or any part of the Materials.]

8 Marketing, Promotion, Advertising and Sponsorship

- 8.1 The Licensee shall be permitted to promote its transmission of the Materials in the Territory in accordance with AJMN's brand and marketing guidelines set out in Appendix A (AJMN Brand Guidelines) (**AJMN Brand Guidelines**), any AJMN style guides which apply in relation to the Materials, and this Clause 8 (together, **Advertising Requirements**).
- 8.2 The Licensee shall contact its AJMN marketing representative prior to planning any Advertising campaign (which, for the avoidance of doubt, shall mean larger campaigns rather than standard programme announcements) in order for the Parties to work together and add greater value to such campaigns.
- 8.3 On and subject to the terms of this Agreement, the Licensee may:
 - (a) use or permit use of any sequence, excerpt, or trailer from the Materials on a non-exclusive basis for the purpose of publicising a forthcoming transmission of the Materials in the Territory. Subject to Clause 8.4, any such sequence, excerpt or trailer shall not exceed three (3) minutes per hour in running time (and shall, for the avoidance of doubt, be permitted in addition to the applicable number of

transmissions for the Materials authorised under Item 8 of the Special Conditions); and

- (b) use any print-based materials (including a limited number of still photographs) supplied as part of the Materials in programme listing magazines or other publications solely for the purpose of promoting the transmission of the Materials in the Territory.

8.4 The Licensee represents and warrants that all promotional materials provided by AJMN or created by the Licensee in accordance with this Clause 8 or otherwise approved by AJMN in writing shall not be used by the Licensee in a manner that:

- (a) impairs the integrity of AJMN or the Materials;
- (b) would bring AJMN, the producer or the commissioning broadcaster into disrepute; or
- (c) would be defamatory of any person, or infringe the rights (including the Intellectual Property Rights) of any person (including AJMN) or is otherwise in breach of any Law.

8.5 The Licensee shall have the right to promote the Materials solely on the Licensee's owned and operated website(s) (**Licensee's Website**), subject to the necessary protections being in place to prevent unauthorised use (such as geo-blocking) and subject to being in compliance with the Advertising Requirements. The total of any sequence, excerpt or trailer from the Materials the Licensee wishes to use on the Licensee's Website must be no longer than five

per cent. (5%) of the total duration of the Materials.

8.6 The Licensee hereby agrees:

- (a) to comply with the talent rights set out in the AJMN Brand Guidelines;
- (b) to only promote the excerpts of the Materials under an approved URL;
- (c) to only use the stills and excerpts and digital publicity applications for the purpose of programme announcement and not channel and service promotion, and clearly label these in accordance with the AJMN Brand Guidelines;
- (d) to obtain all clearances (if relevant), including clearance of any music (including if excerpts are use rights and need to be cleared with local collecting societies, sync rights which need to be cleared if a new trailer is created, or music which shall be replaced with music already cleared by the Licensee), in respect of any outside film footage or commercial discs within the stills and excerpts; and
- (e) that AJMN may, at any time, request that the Licensee (and the Licensee shall comply if so requested) modify or remove any promotional material relating to the Materials (whether approved by AJMN or not) from the Licensee's Website if, in AJMN's opinion, the use of such materials goes beyond solely promoting the transmission of the Materials in the Territory or if the

- Licensee is in breach of Clause 8.3(b).
- 8.7 If the Licensee wishes to use any sequence, excerpt, or trailer from the Materials other than on the Licensee's Website, for example, via a mobile service operated by a network provider, or on the content sharing website known as "YouTube" or the social networking site known as "Facebook" (**Third Party Online Use**), the Licensee shall ensure that the necessary protection are in place to prevent unauthorised use (such as geo-blocking) and that it complies with the Advertising Requirements.
- 8.8 The Licensee shall not create a stand-alone fan page. If the Licensee wishes to create a local fan page, the Licensee shall contact AJMN in order to request approval and the Parties shall discuss in good faith the terms and conditions of such approval. For the avoidance of doubt, AJMN shall be under no obligation to grant such approval if requested by the Licensee.
- 8.9 The Licensee acknowledges that, at all times, nothing shall prevent or prohibit AJMN from making any material, photograph or ancillary material from the Materials available via any online network and/or website.
- 8.10 The Licensee shall be entitled to schedule Advertising within and immediately around the transmission of the Materials, provided that any such Advertising shall not be permitted during the transmission of the Material other than within permitted ad breaks and provided that such Advertising shall:
- (a) not overlay or obscure over all or any part of the Materials at any time during its transmission; and
 - (b) always comply with Laws.
- 8.11 The Licensee shall not permit the Sponsorship in relation to the Materials by any Advertiser in the following categories:
- (a) political Advertising;
 - (b) faith, religious and equivalent systems of belief;
 - (c) adult products and services;
 - (d) tobacco brands or tobacco products;
 - (e) weapons and gun club; or
 - (f) [infant formula or baby milk or baby milk that is suggested to be substitute for breast milk. Follow on milk may be acceptable but subject to prior approval of AJMN.]
- 8.12 The Licensee shall obtain AJMN's prior written approval before accepting any Sponsorship from or in relation to the following:
- (a) governments and government agencies (except tourism boards and trade or investment boards);
 - (b) charities, foundations and non-governmental organisations;
 - (c) lobby groups;
 - (d) betting, gaming, gambling and casinos; or
 - (e) any product or service which shares a name or trade mark with a product or service prohibited in Clause 8.12.
- 8.13 The Licensee shall ensure that any Advertising and Sponsorship in relation to the Materials will not jeopardise, undermine or diminish the good reputation, integrity and value of AJMN or AJMN's (or any of its group companies') trade marks or brands.

All Advertising and Sponsorship in relation to the Materials must:

- (a) be suitable for the target audience;
- (b) meet consumer expectations of AJMN's (or any of its group companies') trade marks or brands;
- (c) not bring AJMN into disrepute; and
- (d) not give rise to doubts about the editorial integrity and independence or impartiality of AJMN.

8.14 The Licensee acknowledges and agrees that if AJMN considers, in its reasonable opinion, that the Licensee has breached or does not comply with the Advertising Requirements or brings AJMN into disrepute, AJMN shall notify the Licensee and the Licensee shall immediately withdraw the relevant Advertising and Sponsorship in relation to the Materials.

9 Credits

9.1 The Licensee shall ensure that:

- (a) on each transmission of the Materials, credits will be given to AJMN in accordance with the usual practice in the film and television industry;
- (b) the transmitted Materials shall be without any deletion, omission, alteration, speeding up/minimising or abbreviation of the copyright notices, the production credits or AJMN's distribution credits, or AJMN's (or any of its group companies') trade marks or brands as included in the Materials;

- (c) on each transmission of the Materials, it shall include such other credits in the transmission as AJMN may require from time to time; and
- (d) AJMN is credited on all promotional materials and press releases produced by the Licensee, and the Licensee shall comply with the Advertising Requirements with respect to such credits issued by AJMN.

10 Dubbed or Subtitled Version

10.1 In the event that the Licensee is granted the right to produce a dubbed or subtitled version of the Materials as out in Item 5 of the Special Conditions, the Licensee shall:

- (a) engage a dubbing studio to produce a dubbed or subtitled version of the Materials (as applicable), such studio being:
 - (i) a studio that is included on AJMN's list of approved dubbing studios, such list to be supplied by AJMN to the Licensee as soon as reasonably practicable following a written request by Licensee; or
 - (ii) such other dubbing studio whose activities AJMN is able to monitor and control, either directly or via a third party;
- (b) at its cost:
 - (i) engage professional translators and actors (**Contributors**) for the purposes of carrying out a true and

- accurate translation of the full-length version of the script for the Materials;
 - (ii) create a foreign language synopsis (both full and episodic) that will form part of the meta data; and
 - (iii) secure the necessary consents (including, to the extent permitted by Law, waivers of moral rights) from the Contributors:
 - (a) to enable each dubbed and subtitled version of the Materials to be used in all media throughout the world at no further cost to AJMN or any third party; and
 - (b) in such a manner as to ensure that no further consents will be required to enable such use;
 - (c) engage all Contributors in accordance with all Laws and collective bargaining agreements. If any Contributors are minors, the Licensee shall secure the necessary permission from parents, guardians or government entities as required by Law;
- (d) ensure that each dubbed and subtitled version of the Materials is a true and accurate translation of the original scripts of the Materials, and shall not include any material that is defamatory, or infringes any rights of any person;
- (e) as soon as reasonably practicable following AJMN's request, deliver to AJMN (at the Licensee's cost):
 - (i) a full foreign language and an episodic foreign language synopsis of the Materials; and
 - (ii) a copy of each dubbed and subtitled version of the Materials in a format specified by AJMN,
 - to enable AJMN to review the technical quality of such materials. To the extent that such technical quality does not meet AJMN's requirements, the Licensee shall (at the Licensee's cost) undertake such corrections and improvements to the technical quality as AJMN may reasonably require;
- (f) assign to AJMN with full title guarantee, the copyright in each dubbed and subtitled version of the Materials throughout the world for the full period of such rights (including all renewals, reversions, revivals or extensions thereof and, thereafter so far as is possible in perpetuity), pursuant to an assignment agreement in the

form to be supplied by AJMN to the Licensee; and

- (g) not be permitted to make any use of any dubbed or subtitled version of the Materials without the prior written consent of AJMN, save only for the purpose of effecting transmissions of the Materials or an excerpt thereof pursuant to the terms of this Agreement, and shall not destroy any dubbed or subtitled version of the Materials without AJMN's prior written consent.

11 Intellectual Property Rights

11.1 Ownership of Intellectual Property

- (a) All rights title and interest, including copyrights and/or any other Intellectual Property Rights, in and to the Materials not expressly and specifically granted to Licensee hereunder are hereby reserved to AJMN.
- (b) Subject to the Licensee's right to use the Materials pursuant to Clause 2, in respect of all Intellectual Property Rights in the Materials (*AJMN IPR*), as between the Parties, AJMN (or its relevant licensor) shall retain exclusive ownership of the same, and nothing in this Agreement shall operate to transfer to the Licensee (or any member of the Licensee Team) or vest in the Licensee (or any member of the Licensee Team) any Intellectual Property Rights or any licence to use or rights in AJMN IPR or any part thereof or in the name or title(s) of the Materials.

- (c) The Licensee shall not make any copies of any AJMN IPR without the prior written approval of AJMN.

- (d) The Licensee acknowledges that its use of the Materials will not affect AJMN's continued and separate copyright ownership of the source from which the Materials were taken (if any), and that AJMN may use and license others to use any Materials, even if such use compete with the subject matter of this Agreement.

- (e) The Licensee shall obtain in writing all necessary consents, permissions and clearances and pay any fees required to be paid in connection with Licensee's use of the Materials (or any part thereof), including any payments due in respect of the performing rights in any music contained within the Materials, and Licensee will furnish AJMN with a copy of all such written documents on request.

- (f) None of the Intellectual Property Rights in AJMN's (or any of its group companies') trade marks or brands (including the name "AL JAZEERA", the "Al Jazeera" logo, and any trade marks comprising or including either or both of the foregoing) shall be used by the Licensee without AJMN's prior written approval.

- (g) The Licensee shall ensure that broadcast or other use of the Materials by the Licensee does not infringe the

Intellectual Property Rights of any third party.

- 11.2 This Clause 11 shall survive expiry or termination of this Agreement for any reason.

12 Ownership of Materials

- 12.1 All AJMN Property shall at all times and under all circumstances remain the exclusive property of AJMN and the provisions of Clause 4.2 shall apply in relation to the AJMN Property.
- 12.2 The Licensee shall only use and make copies of the AJMN Property as is necessary for the purposes of the Licence.
- 12.3 The Licensee shall keep all AJMN Property (and copies thereof) provided to it safe and secure at all times.
- 12.4 This Clause 12 shall survive expiry or termination of this Agreement for any reason.

13 Indemnification

13.1 Additional Indemnities

- (a) The Licensee shall indemnify and hold harmless AJMN from and against all Losses in respect of:
- (i) bodily injury, sickness, disease or death of any person whatsoever; and/or
 - (ii) damage to or loss of any property, real or personal,

in each case, arising out of, or in the course of, or by reason of, the Licensee's performance or non-performance of its obligations under this Agreement.

- 13.2 The Licensee agrees to indemnify and hold harmless AJMN from and against all Losses in respect of any claim by any third party that may have participated in any capacity whatsoever in the exploitation of the Materials by the Licensee pursuant to this Agreement.

14 Limitation of Liability

14.1 Exclusion of Consequential Loss

- (a) Subject to Clause 14.1(b), neither Party shall be liable to the other Party for any indirect or consequential damages, including for indirect or consequential loss of revenue, capital, information or data, opportunity, regardless of whether such liability arises out of contract or otherwise at law.
- (b) Clause 14.1(a) shall not apply to acts of fraud or gross mistake by the Licensee, the Licensee Team or any other persons engaged by the Licensee or the Licensee Team in connection with this Agreement.
- (c) AJMN shall not have any liability to the Licensee or any member of the Licensee Team in respect of any claim for loss of publicity or opportunity to enhance any reputation.

14.2 Fiscal Limitation of Liability

- (a) Subject to Clause 14.2(b), each Party's maximum aggregate liability to the other Party under or in connection with this Agreement, whether in contract, tort (including negligence), under statute or otherwise shall not exceed one hundred per cent. (100%) of the Fee paid or payable to

AJMN by the Licensee in accordance with this Agreement.

- (b) The limitation of liability in Clause 14.2(a) shall not apply to:
 - (i) acts of fraud or gross mistake by the Licensee. The Licensee Team or any other persons engaged by the Licensee or the Licensee Team in connection with this Agreement; or
 - (ii) in relation to the Licensee's liability, amounts recoverable under the indemnification obligations of the Licensee in this Agreement.

15 Force Majeure

- (a) A Party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue.

The affected Party shall:

- (i) take all reasonable steps to mitigate the effect of the Force Majeure Event; and
- (ii) subject to Clause 15(a)(i), be excused from the

performance of such obligations for so long as is necessary to overcome the effects of such Force Majeure Event.

- (b) Each Party's liability to the other Party under, or pursuant to, this Agreement shall be reduced to the extent that the other Party's breach of this Agreement contributes to such liability.

16 Term, Suspension and Termination

16.1 Commencement and Expiry

This Agreement shall commence on the Effective Date and shall, unless otherwise terminated in accordance with this Agreement, continue throughout the Licence Period (the **Term**).

16.2 Suspension

AJMN may, by giving not less than five (5) Business Days' prior written notice to the Licensee, suspend the delivery of the Materials and/or withdraw and suspend the rights granted to the Licensee in this Agreement (including the Licence) at any time if the Licensee is in breach of this Agreement (including any failure or delay in paying any part of the Fee by its due date).

16.3 Termination of this Agreement by AJMN

AJMN may immediately terminate this Agreement by notice to the Licensee and without need for a court order:

- (a) for its convenience;
- (b) if the Licensee:
 - (i) is in material breach of this Agreement and the Licensee has failed to remedy such

breach within fourteen (14) days of a written notice from AJMN to do so;

- (ii) is in breach of Clause 4.3 or 4.4(a);
- (iii) fails to pay any amount due to AJMN by the due date for payment of such amount;
- (iv) abandons the performance of its obligations under this Agreement or otherwise demonstrates the intention not to continue performance of its obligations under this Agreement;
- (v) is declared bankrupt or insolvent, or goes into liquidation; or
- (vi) is acquired by a third party through merger or amalgamation, or through the acquisition of a majority holding or significant controlling interest by one or more parties, or otherwise becomes affiliated to any company or organisation whose controlling interest is regarded by AJMN as unacceptable to its interests.

16.4 Termination of this Agreement in respect of any part of the Materials

AJMN may immediately terminate this Agreement in respect of any part of the Materials by notice in writing to the

Licensee and without need for a court order in any circumstance where it has the right to terminate this Agreement.

16.5 Termination by the Licensee

The Licensee may terminate this Agreement by notice in writing to AJMN without need for a court order if AJMN is in material breach of this Agreement and AJMN has failed to remedy such breach within thirty (30) days of a written notice from the Licensee to do so.

16.6 Termination for Force Majeure

Either Party may terminate this Agreement immediately on written notice to the other Party and without the need for a court order or any judiciary intervention if the other Party has been subject to a Force Majeure Event preventing it fulfilling any of its obligations under this Agreement for a continuous period of more than ninety (90) days.

16.7 Consequences of Termination or Expiration

- (a) If this Agreement is terminated in whole or in respect of any part of the Materials pursuant to:
 - (i) this Clause 16, the Licensee shall immediately pay to AJMN any parts of the Fee payable under this Agreement on or prior to the date of termination; and
 - (ii) Clause [16.3(b) or Clause 16.4 (save for convenience)], the entire unpaid balance (if any) of the total Fee shall immediately become due and

- payable by the Licensee, including any amount which is stated in the Special Conditions as being payable following the date of termination.
- (b) Termination or expiry of this Agreement shall not affect any rights or obligations which may have accrued prior to termination or expiry.
- (c) On expiry or termination of this Agreement (under any circumstances):
- (i) any licences granted to the Licensee by AJMN under this Agreement shall terminate immediately and the Licensee shall cease to have any right to claim any form of association with AJMN;
- (ii) the Licensee shall promptly return all Materials and other materials supplied by AJMN (if any), together with any copies thereof, or, if requested by AJMN in writing, destroy or erase such Materials and other materials and any copies thereof (and provide to AJMN a written certificate of destruction or erasure signed by a principal officer of the Licensee);
- (iii) the Licensee shall immediately (i) cease

any further use of the Materials; and

- (iv) all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is stated to continue shall continue in full force and effect. Without prejudice to the foregoing, Clauses 1, 3.1, 4.2, 4.5, [6.8, 8.4,] 11, 12, 13.1, 14, 16.7, 17 and 18.3 to 18.8 and any indemnities provided in favour of AJMN shall survive and continue in full force and effect notwithstanding termination.

17 Governing Law and Dispute Resolution

17.1 Governing Law

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the State of Qatar.

17.2 Dispute Resolution

- (a) Any dispute or difference arising between AJMN and the Licensee in connection with this Agreement shall be settled in accordance with Clauses 17.2(b) to 17.2(d) (inclusive). Notwithstanding any such dispute or difference, the Licensee shall continue the performance of

all its obligations under this Agreement.

- (b) Each Party shall notify the other in writing when it considers a dispute or difference has arisen. Such notice shall contain sufficient information as to the dispute or difference to enable the other Party to be fully informed as to the nature of the dispute, the amount of the monetary claim and the length of any extension of time claimed.
- (c) Within thirty (30) days following the issue of any notice under Clause 17.2(b), each Party's Senior Management Representatives shall meet and shall use all reasonable efforts for a period to resolve the dispute on an amicable basis.
- (d) Unless settled or resolved in accordance with Clause 17.2(c) or otherwise agreed by both Parties, the dispute shall be finally determined under the exclusive jurisdiction of the courts of the State of Qatar.

18 General

18.1 Representations and Warranties

- (a) Each Party represents and warrants that it is duly organised and validly existing under the laws of the jurisdiction in which it is incorporated, has been in continuous existence since its incorporation and has the right, power and authority and has taken all action necessary to execute, deliver and

exercise its rights and perform its obligations under this Agreement.

- (b) The Licensee represents and warrants that:
 - (i) it will comply with all Laws when exploiting any right granted under this Agreement or otherwise acting pursuant to this Agreement, and employing or engaging any member of the Licensee Team;
 - (ii) it shall not create or authorise the creation of any lien, charge or other encumbrance on the Materials or on any AJMN Property; and
 - (iii) it will not enter into any other agreement(s) that is or may reasonably become inconsistent with the terms of this Agreement.

18.2 Assignment

- (a) AJMN shall be free to assign or transfer any of its rights or obligations under this Agreement at any time without the consent of the Licensee and the Licensee will do all acts necessary to give effect to such at AJMN request.
- (b) The Licensee may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of AJMN.

18.3 Notices

- (a) A notice given under this Agreement shall be:
 - (i) in writing in the English language (or be accompanied by a properly prepared translation into English);
 - (ii) delivered by personal delivery, international courier or facsimile, in each case to be confirmed via email; and
 - (iii) sent for the attention of the person, and to the address specified in Item 13 of the Special Conditions (or such other person or address as the receiving Party may have notified to the other, such notice to take effect three (3) Business Days from the notice being received).
- (b) Any notice pursuant to Clause 18.3(a) delivered by:
 - (i) personal delivery, shall be deemed to be validly served upon delivery at the address of the relevant party;
 - (ii) international courier, shall be deemed to be validly served upon delivery; and/or
 - (iii) facsimile, shall be deemed to be validly served when despatched, but only if the recipient receives a legible copy thereof,

provided that, in each case, an email confirmation shall be sent to the relevant contact details specified in Item 13 of the Special Conditions.

- (c) Each Party has the right to change its notice details by giving the other Party at least fifteen (15) days' written notice thereof, specifying such new notice details for the purposes of this Agreement.

18.4 Waiver

- (a) A waiver of any right under this Agreement is only effective if it is in writing, and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any action.
- (b) Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

18.5 Severance

- (a) If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such provision shall be deemed to be deleted from this Agreement and the other provisions shall remain in force and continue to apply.
- (b) If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the

commercial intention of the Parties.

18.6 Miscellaneous Provisions

- (a) Each Party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution and delivery of all documents and doing of all such things as are required to give full effect to this Agreement and the transactions contemplated by it.
- (b) Neither Party shall (and the Licensee shall ensure that no member of the Licensee Team shall) at any time act or omit to act in a manner calculated or likely to bring the other party into disrepute.

18.7 Entire Agreement

- (a) This Agreement sets out the entire agreement between the Parties and supersedes and nullifies any and all previous agreement(s), arrangement(s) and understanding(s) between the

Parties in relation to the subject matter with which it deals. No other term, express or implied, forms part of this Agreement. No usage, custom or course of dealing forms part of or affects this Agreement.

- (b) Each Party hereby acknowledges that it is not entering into this Agreement in reliance on any representation not expressly set out herein.
- (c) Each Party waives all claims, rights and remedies for all representations:
 - (i) made to it by any person before entering into this Agreement; and
 - (ii) not set out in this Agreement.

18.8 Counterparts

The Parties may execute this Agreement in any number of counterparts, each of which is an original. A set of counterparts, executed by both Parties, together forms one and the same instrument.

Appendix A
AJMN Brand Guidelines

[Note to AJMN: To be inserted by AJMN.]