

Terms and Conditions

Version: 001. October 2020

Virtually Visiting Limited Terms and Conditions for Contributors

1. Definitions

In this Contract (as defined below):

1.1. The following terms shall have the following meanings unless the context otherwise requires:

Acceptance Confirmation - as defined at Clause 3.2.

Applicable Laws - all applicable laws, statutes, statutory instruments, regulations, byelaws, licences and codes of practice (including as to health and safety).

Business Day - any day other than (i) a Saturday, (ii) a Sunday or (iii) a bank holiday in England (as set out on www.gov.uk/bank-holidays).

Commencement Date - the date stated as such in the Commercial Details Document or, if no such date is provided, the date on which the Commercial Details Document is signed on behalf of the last of the Parties to sign it.

Commercial Details Document - the document containing the specific information relating to the provision of virtual reality or 360-degree video footage or other materials by the Contributor to VV under the terms of this Contract.

Confidential Information - any information in any form or medium obtained by or on behalf of one Party from or on behalf of the other Party in relation to this Contract which is expressly marked as confidential or which a reasonable person would reasonably consider to be confidential whether disclosed or obtained before, on or after the Commencement Date together with any reproductions of such information or any part of this information; but where in any event VV's Intellectual Property Rights including in the Video and Content is VV's "confidential information".

Content - the materials (including virtual reality or 360-degree video footage, other audio-visual material, text, photographs, images and sound recordings) made available or to be made available by the Contributor to VV pursuant to this Contract, as more particularly described in the Commercial Details Document.

Contract - these Terms and Conditions together with the relevant Commercial Details Document and any document referred to in these Terms and Conditions or the Commercial Details Document.

Contributor - as set out in the Commercial Details Document.

Contributor Personnel - the employees, officers, directors, agents and independent contractors (acting in a similar role to an employee) or authorised representatives of the Contributor.

Contributor Revenue Sharing Policy - VV's contributor revenue sharing policy which is referred to in the Commercial Details Document, as such policy may be updated by VV from time to time.

Data Protection Laws - all Applicable Laws relating to the use of personal data (including the privacy of electronic communications), including the UK Data Protection Legislation.

Equipment - any videography or other equipment that is provided or to be provided by VV to the Contributor for the purposes of creating the Content, as more particularly described in the Commercial Details Document.

Equipment Instructions - any instructions, guidance, advice, recommendations and user manuals for the Equipment issued by the manufacturer or VV from time to time.

Featured Individual - any person that the Parties intend to be featured in any virtual reality or

360-degree video footage or other materials comprising the Content (such as a tour guide or professional actor), and whose details may be more particularly set out in the Commercial Details Document.

Intellectual Property Rights - all present and future copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Liability - liability in or for breach of contract (including liability under any indemnity), Negligence, tort (whether intentional or not), misrepresentation, restitution, breach of statutory duty or any other cause of action whatsoever relating to or arising under or pursuant to or in connection with this Contract, including, without limitation, liability expressly provided for under this Contract or arising by reason of the invalidity or unenforceability of any term of this Contract (and for the purposes of this definition, all references to "this Contract " shall be deemed to include any collateral contract in aggregate).

Month - a calendar month.

Negligence - the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).

Party - either the Contributor or VV.

Personnel - the Contributor Personnel or the VV Personnel.

Quarter - each period of three Months ending on 31 March, 30 June, 30 September or 31 December.

Specification - such specification for the Content as may be set out, or referred to, in the Commercial Details Document.

Transaction Costs - any direct or third party costs or expenses incurred by VV in procuring the payment of an amount due to it or in paying any amounts to the Contributor.

UK Data Protection Legislation - all applicable data protection and privacy legislation in force from time to time in the UK including (a) the Data Protection Act 2018, Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 (otherwise known as the "General Data Protection Regulation"), the Privacy and Electronic Communications (EC Directive) Regulations 2003, any other Applicable Laws concerning data protection, privacy or confidentiality which may come into force from time to time in the UK and any subordinate or related legislation in force from time to time in the UK; and (b) any replacement to, addition to, or amendment of, any of the foregoing including any national laws or regulations constituting a replacement or successor data protection regime to that governed by the General Data Protection Regulation.

Value Added Tax - United Kingdom value added tax, any other tax imposed in substitution for it, and any equivalent or similar sales or value added tax imposed outside the United Kingdom.

Video - a video comprised of the Content that VV may make available to third parties via the VV Website.

VV - Virtually Visiting Limited, a company registered in England under company number 12617723 with its registered address at Office 8 Empingham House 1e Uppingham Gate, Ayston Road, Uppingham, Rutland, England, LE15 9NY.

VV Contractor - an independent contractor (not acting in a role similar to an employee) engaged by VV to assist with the creation of the Content.

VV Personnel - the employees, officers, directors, agents and independent contractors (acting in a similar role to an employee) or authorised representatives of VV.

VV Website - the VV website at www.virtuallyvisiting.com, or, if VV replaces it, any replacement website.

Waiver Deed - the document entitled "Waiver Deed" which is referred to in the Commercial Details Document, or any updated version of that document that is provided by VV to the Contributor from time to time.

Written Report - as defined at Clause 11.3.

Year - a period of 12 months commencing on the Commencement Date or any anniversary of the Commencement Date.

- 1.2. References to "Clauses" are to clauses of these Terms and Conditions.
- 1.3. The headings are inserted for convenience only and shall not affect the interpretation or construction of this Contract.
- 1.4. Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated).
- 1.5. References to "written" or in "writing" (except in respect of sending a notice in accordance with Clause 16) includes in electronic form and similar means of communication.
- 1.6. The words "include" or "including" or "in particular" or like words or expressions shall not be interpreted as limiting the generality of any foregoing words and shall mean without limitation.
- 1.7. References to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

2. Contract

- 2.1. This Contract contains the entire agreement between the Parties in relation to its subject matter. This Contract supersedes, excludes and replaces any prior written or oral agreements, proposals, representations, understandings, statements, promises or warranties between the Parties relating to the subject matter of this Contract, to the exclusion of any agreements, proposals, representations, understandings, statements, promises or warranties not expressly stated in this Contract, except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each Party confirms that it has not entered into this Contract based on any proposal, representation, understanding, statement, promise or warranty not expressly incorporated into this Contract.
- 2.2. Nothing in this Contract shall exclude or limit the liability of a Party for its fraud, death or personal injury caused by its negligence or any other liability which cannot be excluded by Applicable Law.
- 2.3. Except as expressly provided otherwise in this Contract including under Clause 10, no change to this Contract shall be binding unless it is agreed in writing by both Parties.
- 2.4. In the event of any conflict between the provisions of these Terms and Conditions and the provisions of the rest of this Contract, then the following order of precedence shall apply: the Commercial Details Document (including any document incorporated into or referred to in the Commercial Details Document), prevails over these Terms and Conditions, which prevails over any other document.

3. Provision of Content by the Contributor

- 3.1. The Contributor shall make the Content available to VV in accordance with the requirements of:
 - 3.1.1. these Terms and Conditions; and
 - 3.1.2. The Commercial Details Document, including the Specification along with any instructions for making the Content available, quality assessment criteria or timescales that may be referred to, or set out in, the Commercial Details Document.
- 3.2. VV shall have the right, acting in its absolute discretion, to accept or reject any Content that is made available to VV by the Contributor in accordance with Clause 3.1. If VV, acting in its absolute discretion, decides to accept any Content, VV shall provide the Contributor with its written confirmation that the relevant Content has been accepted (Acceptance Confirmation).
- 3.3. If VV decides to reject any Content that is made available by the Contributor, then the Parties shall use their reasonable endeavours to work together to discuss any changes that VV would like the Contributor to make to the relevant Content in order to make that Content acceptable to VV. However, VV shall at no time be under any obligation to accept any Content that is made available by the Contributor.
- 3.4. The Contributor shall when carrying out its obligation to make the Content available to VV under Clause 3.1:

- 3.4.1. procure that each Featured Individual signs a copy of the Waiver Deed prior to their being featured in the Content and that a copy of such signed Waiver Deed is promptly provided to VV before, or at the same time, as the Content is first made available to VV. The Contributor shall be responsible for ensuring that the Waiver Deed complies with the Data Protection Laws, and any other Applicable Laws, and for making such modifications or amendments to the Waiver Deed as may be required for ensuring compliance with the such laws before it is signed by the Featured Individual; and
- 3.4.2. ensure, and shall procure that all Contributor Personnel ensure, that the extent to which any persons other than Featured Individuals are visible in the Content is minimised as far as possible to achieve compliance with the Data Protection Laws and to otherwise protect their privacy.
- 3.5. The Contributor warrants and undertakes to VV that:
 - 3.5.1. it shall take all care and assume all responsibility when making the Content available to VV;
 - 3.5.2. it shall obtain and maintain all necessary licences and permissions for the creation and use of the Content;
 - 3.5.3. it take all steps to ensure that all activities relating to or associated with the creation of the Content, whether undertaken by any Contributor Personnel, VV Contractors, VV Personnel or any third party, will comply with all Applicable Laws, and any licences or permissions, as well as any applicable local rules or customs of the location where those activities take place;
 - 3.5.4. it shall be responsible for, and shall take all precautions that would be required to protect, the health and safety of all persons (including any Contributor Personnel, VV Contractors, VV Personnel, Featured Individuals or other third parties) at all times during the course of or related to or associated with the creation of the Content (including during any preparatory steps or steps following the creation of the Content);
 - 3.5.5. subject to Clause 2.2, it shall be responsible for any damage that may arise to any person or property, including the person or property of any Contributor Personnel, VV Contractors, VV Personnel, Featured Individuals or other third parties, in connection with the creation of the Content; and
 - 3.5.6. without prejudice to any of the Contributor's other obligations under this Contract, if the Content is to be created at a location that is public land (for example, land owned by a national government or local authority) the Contributor shall, prior to the Creation of the Content, carry out all necessary due diligence as may be required in order to satisfy itself that the relevant location is public land and that the creation of the Content will not involve any trespass to be committed or cause the infringement of the Intellectual Property Rights, privacy rights, rights under the Data Protection Laws or any other rights of any nature of any third party.
- 3.6. The Contributor warrants and undertakes to VV that it shall, and shall procure that the Contributor Personnel shall, in good time prior to the creation of the Content provide all VV Contractors, VV Personnel, Featured Individuals or other third parties as may be applicable, at all times with all assistance and information as would be needed in order to ensure all of their compliance at all times with:
 - 3.6.1. all Applicable Laws and applicable licences and permissions; and
 - 3.6.2. all health and safety requirements, local rules and customs of the location at which the creation of the Content is being carried out.

4. Provision of Equipment by VV

- 4.1. If VV makes any Equipment available to the Contributor for the purposes of creating the Content, the Contributor shall:
 - 4.1.1. only use the Equipment for the purposes of creating the Content in accordance with the terms of this Contract;
 - 4.1.2. only use the Equipment in accordance with Applicable Laws;
 - 4.1.3. ensure that it has all necessary licences and permissions to use the Equipment;
 - 4.1.4. promptly comply with the reasonable requests of VV from time to time in connection with the use or inspection of the Equipment;

- 4.1.5. during the period in which the Equipment is in the possession of the Contributor, take all reasonable care of the Equipment, and use the Equipment in a skilful and proper manner;
 - 4.1.6. at all times take all precautions necessary to ensure the Equipment's safety and security and ensure that the Equipment is kept protected in all respects. This includes the Contributor ensuring that the Equipment is protected against damage from other goods or materials and avoiding any damage or destruction to the Equipment;
 - 4.1.7. promptly return the Equipment to VV (at the Contributor's cost) at such date and time, and by such method, and to such place, as may be set out in the Commercial Details Document or otherwise communicated by VV to the Contributor from time to time. In any event, the Contributor shall promptly return the Equipment to VV upon the expiry or sooner termination of this Contract;
 - 4.1.8. ensure that the Equipment is used in such a way as to avoid it damaging other property or injuring or killing any person; and
 - 4.1.9. comply with all Equipment Instructions for storage, maintenance or use of the Equipment as VV makes known to the Contributor from time to time (including as to health and safety suggestions), and any decision as to storage, maintenance or use of the Equipment other than in accordance with the Equipment Instructions or VV's written advice, recommendation and instructions shall be entirely at the Contributor's risk.
- 4.2. The Contributor shall not:
- 4.2.1. misuse or improperly use the Equipment or use it in a manner for which it is not intended;
 - 4.2.2. alter or modify the Equipment in any way (or attempt to do so) without the prior written consent of VV; or
 - 4.2.3. use the Equipment on any abnormal or hazardous assignment or in combination with any equipment or materials not approved in writing by VV.
- 4.3. If VV discovers or reasonably suspects that:
- 4.3.1. the Contributor is not complying with the terms of this Contract; or
 - 4.3.2. the Equipment has been or will be damaged or rendered inoperable for whatever reason; or
 - 4.3.3. the Contributor's use of the Equipment may be dangerous, hazardous or contrary to health and safety requirements;
- then VV (and any VV Personnel or VV Contractor) shall have a right to enter without notice any place at which the Equipment is being used or kept and remove the Equipment immediately and VV shall have the right to charge the Contributor for the reasonable costs of such removal.
- 4.4. then VV (and any VV Personnel or VV Contractor) shall have a right to enter without notice any place at which the Equipment is being used or kept and remove the Equipment immediately and VV shall have the right to charge the Contributor for the reasonable costs of such removal.
- 4.5. Risk in the Equipment (including for fire, theft, loss or damage) shall pass to the Contributor from the point at which it is first made available to the Contributor, and the Contributor shall have responsibility for the Equipment from that time. Risk in the Equipment shall revert back to VV at the time when VV receives it back in good usable condition. From the time when risk passes to the Contributor, VV will not have any liability for loss, damage or destruction of the Equipment.
- 4.6. In the event of any loss, theft or damage to the Equipment, the Contributor shall inform VV in writing as soon as possible and no later than within 24 hours of such event. In the case of theft, the Contributor shall inform the police as soon as is reasonably practicable. In the case of any loss, theft or damage to the Equipment, the Contributor shall hold any proceeds of insurance for such loss, theft or damage for and to VV's order.
- 4.7. The Contributor shall ensure that it is ready for the safe receipt of the Equipment on the date set out in the Commercial Details Document or as may be otherwise communicated by VV to the Contributor.
- 4.8. Upon receipt of the Equipment, the Contributor shall examine and check the Equipment to ensure that it is visibly in good condition and working satisfactorily before the Contributor begins to use it. In the event that the Equipment is not visibly in good condition or working satisfactorily, the Contributor shall inform VV immediately and shall not use the Equipment without VV's prior consent.

5. Intellectual Property Rights

- 5.1. The Contributor acknowledges that, as between VV and the Contributor, VV shall own all Intellectual Property Rights in the Content and the Video. The Contributor hereby assigns to VV, by way of present and future assignment, absolutely with full title guarantee all Intellectual Property Rights in the Content and the Video, together with all accrued rights of action.
- 5.2. VV hereby grants to the Contributor a non-exclusive, royalty-free licence to use the Content to the extent necessary to provide the Content and discharge its obligations under this Contract. Such licence shall be non-transferable, non-assignable and non-sublicensable except to the extent that VV gives its express prior written consent (which consent may be provided or withheld or conditional, in VV's absolute discretion). The Contributor shall not use or permit the use of the Intellectual Property Rights in the Content or the Video for any other purpose without the prior written consent of VV (which consent may be provided or withheld or conditional, in VV's absolute discretion).
- 5.3. The Contributor irrevocably waives any and all moral rights which they or any third party may have anywhere in the world in the Content, and shall procure that any Contributor Personnel does likewise, so that VV and any third party may use and adapt all Content in whatsoever way VV or such third party determines without infringing such moral rights including the right to be identified, the right of integrity and the right against false attribution.
- 5.4. The Contributor shall notify VV immediately upon becoming aware of any unauthorised access to, use of or copying of the Content or a Video or any unauthorised modification or development of any of the Content or a Video by any person.
- 5.5. For the purposes of giving full effect to the assignment made pursuant to Clause 5.1, the Contributor shall fully and promptly execute all documents and instruments and do all acts, deeds and things as may from time to time be required by VV:
 - 5.5.1. to vest absolute legal and beneficial ownership of Intellectual Property Rights in the Content and the Video to VV or its nominee; and
 - 5.5.2. to perfect the VV's or its nominee's titles to its Intellectual Property Rights in the Content and the Video anywhere in the world; and
 - 5.5.3. to enable VV and its nominee to protect and enforce their Intellectual Property Rights in the Content and the Video including (if requested) assisting in legal proceedings.
- 5.6. The Contributor shall not do or omit to do any act, matter or thing in consequence of which the Intellectual Property Rights protection that might (but for such act or omission) otherwise have been available to VV in respect of the Intellectual Property Rights in the Content or the Video is or might be lost, forfeited or cease to be available.
- 5.7. The obligations of this Clause 5 shall continue after termination or expiry of this Contract for whatever reason.

6. Use of the Content and Exclusivity

- 6.1. The Contributor acknowledges that, subject to the terms of this Contract, VV shall be able to make use of the Content as VV, acting in its absolute discretion, shall see fit from time to time. For the avoidance of doubt, VV shall be entitled to do, or not to do, any of the following as VV shall in its absolute discretion see fit from time to time:
 - 6.1.1. upload any the Content to the VV Website;
 - 6.1.2. make the Content available on the VV Website for free, and thereby not giving rise to any royalties under Clause 11; or
 - 6.1.3. license the Content to any third party to be used for any other purpose.
- 6.2. For a period of three years from the Commencement Date, the Contributor shall not:
 - 6.2.1. to the fullest extent that such matters are within its control, allow any virtual reality or 360-degree video footage (or any other materials that are identical, or similar, to the Content) to be created by any person at any attraction featured in the Content; or
 - 6.2.2. provide or make available to any third party any virtual reality or 360-degree video footage (or

materials that are identical, or similar, to the Content) featuring any attraction that is featured in the Content.

- 6.2.1. to the fullest extent that such matters are within its control, allow any virtual reality or 360-degree video footage (or any other materials that are identical, or similar, to the Content) to be created by any person at any attraction featured in the Content; or
 - 6.2.2. provide or make available to any third party any virtual reality or 360-degree video footage (or any other materials that are identical, or similar, to the Content) featuring any attraction that is featured in the Content.
- 6.3. The restrictions under Clause 6.2 shall cease to apply if, for any continuous period of six months, such period beginning on or after the date upon which VV issued the Acceptance Confirmation in respect of the relevant Content, none of that Content is made available by VV via the VV Website nor is subject to a license between VV and any third party.
- 6.4. When making Content available to any third party (whether via the VV Website or otherwise), VV shall include such attribution of the Contributor, Contributor Personnel or Featured Individuals as may be set out in the Commercial Details Document, or as may otherwise be agreed in writing between the Parties from time to time.

7. Warranties and Undertakings

- 7.1. The Contributor warrants and undertakes to VV that:
- 7.1.1. it shall carry out its obligations under this Contract in a professional manner and with the care, skill and diligence required at all times;
 - 7.1.2. it shall, and shall procure that the Contributor Personnel shall, at all times provide VV, all VV Contractors and all VV Personnel with such reasonable co-operation and assistance as they may reasonably require in connection with this Contract;
 - 7.1.3. the Content will not, and the making available of the Content to the public anywhere in the world via the internet (or other media, such as, television or broadcast) by VV or any future licensee of VV will not, breach any Applicable Laws, or any applicable local rules or customs of the location at which the Content is created;
 - 7.1.4. the Content will not infringe the Intellectual Property Rights, privacy rights, rights under the Data Protection Laws or any other rights of any nature of any third party anywhere in the world;
 - 7.1.5. it has not previously licensed, assigned, granted, charged, dealt with or in any way encumbered the Intellectual Property Rights in the Content or any part of it and the Contributor will not purport to do so;
 - 7.1.6. everything in the Content will be accurate and current, and the Contributor shall inform VV in writing without delay if it ceases to be so;
 - 7.1.7. nothing in the Content will be trade libellous, threatening, harassing, obscene, indecent, discriminatory or offensive;
 - 7.1.8. the Content will not (including by way of inflection or gesture or otherwise) contain any defamatory matter or breach any contract or duty of confidence nor bring VV into disrepute or subject it to criminal or civil proceedings, and will not incorporate any matter which constitutes contempt of court or breach any provision of Applicable Laws;
 - 7.1.9. nothing in the Content will contain any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or anything else that is intended to or may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
 - 7.1.10. it has all necessary rights to enter into and perform this Contract, and all Contributor Personnel involved with providing the Content have all relevant licences and authorisations at all times;
 - 7.1.11. it shall comply with all reasonable directions, requests, instructions and requirements of VV, or the VV Personnel, in relation to carrying out its obligations under this Contract, including by providing any information, data and documents in whatever form reasonably required by the VV including so that the VV can comply with its own legal obligations;
 - 7.1.12. the Content (save to the extent that it incorporates any material made available by VV to the

Contributor, and save to the extent that it features any material or sites that are publicly viewable) will be wholly original to the Contributor; and

7.1.13. prior to the assignment by the Contributor to VV of Intellectual Property Rights in any Content pursuant to Clause 5.1, the Contributor is the sole and absolute legal and beneficial owner of the entire Intellectual Property Rights in such Content.

7.2. The Contributor shall inform VV immediately in writing if it becomes aware, or has any reason to suspect, that any of the warranties given at Clause 7.1 may be untrue and, the Contributor shall at its own expense, provide any such further information as VV may reasonably require in order to investigate the matter.

8. Contributor's Indemnity

8.1. The Contributor shall indemnify VV against any and all liabilities, losses, penalties, damages, charges, claims, demands, actions, proceedings, judgments, costs and expenses which VV or its employees, officers, directors, agents, customers, independent contractors, authorised representatives or suppliers may incur or suffer resulting from:

8.1.1. any breach by the Contributor of the warranties and undertakings provided at Clauses 3.5.2 to 3.5.6;

8.1.2. the Content being, or the making available of the Content to the public anywhere in the world via the internet (or other media, such as, television or broadcast) by VV or any licensee of VV being, in breach of any Applicable Laws, or any licence or permission, or any applicable local rules or customs of the location at which the Content was created;

8.1.3. VV's enforcement of this Contract; or

8.1.4. any third party claim or suit alleging that the use or possession of the Content or any part of it infringes any Intellectual Property Rights belonging to a third party.

8.2. The exclusion and limitations of Liability provisions in this Contract shall not apply in relation to the indemnity provided by the Contributor pursuant to Clause 8.1.

9. Insurance

9.1. During the term of this Contract and for a minimum of seven years after its termination or expiry, the Contributor shall take out and maintain in full force and effect at its own expense and costs (and not do anything to adversely affect the effectiveness of) insurance with a well-established insurance company of repute to adequately cover the Contributor's public and professional indemnity liabilities under or in connection with the creation of any Content. Such public liability insurance shall have a limit of indemnity of not less than £5,000,000 for each and every claim.

9.2. The Contributor shall provide VV with documentary evidence that the insurance specified at Clause 9.1 is being maintained. The Contributor undertakes to promptly lodge with VV a copy of its current insurance policy together with all renewals and receipts for the premiums. The Contributor shall promptly inform VV if it becomes aware of any circumstance under which the insurance referred to in this Clause 9.1 may cease to be valid.

10. Updates to these Terms and Conditions

10.1. VV shall be entitled to update these Terms and Conditions from time to time by providing a copy of an updated version of these Terms and Conditions to the Contributor. The amended version of these Terms and Conditions shall have effect 30 days from the date on which VV provides the amended version of the Terms and Conditions to the Contributor, or such later date as they are stated to take effect.

10.2. If the Contributor does not wish to accept the amended version of these Terms and Conditions provided by VV pursuant to Clause 10.1, then the Contributor shall within 10 Business Days of receiving the updated version of these Terms and Conditions, inform VV in writing that it does not agree to the updated version of these Terms and Conditions, in which case the Contract between the Parties shall continue on its then current terms.

10.3. If VV has not received the written information from the Contributor in accordance with Clause 10.2, within 10 Business Days of the Contributor being provided with an updated version of these Terms and Conditions pursuant to Clause 10.1, that the Contributor does not agree to the updated version of these

Terms and Conditions, then the Contributor shall be deemed to have accepted the updated version of these Terms and Conditions, and this Contract shall be varied accordingly.

11. Royalties

- 11.1. Unless stated otherwise in the Commercial Details Document, where VV makes the Content available on the VV Website:
 - 11.1.1. in relation to each purchase of the right to access a Video on a pay per view basis by a (direct or indirect) customer of VV, the Contributor shall be entitled to a royalty that is equivalent to 50% of the gross cleared revenue received from that customer by VV in relation to that purchase after deducting any applicable Transaction Costs or Value Added Tax, import duties or taxes, or other taxes which may be imposed under Applicable Laws; and
 - 11.1.2. in relation to the access of Videos on a subscription basis by (direct or indirect) customers of VV in a particular Month, the Contributor shall be entitled to 50% of the total sum allocated to the Contributor for that Month as calculated in accordance with the Contributor Revenue Sharing Policy after deducting any applicable Transaction Costs or Value Added Tax, import duties or taxes, or other taxes which may be imposed under Applicable Laws.
- 11.2. Unless stated otherwise in the Commercial Details Document, where VV licenses any Content to a third party, the Contributor shall be entitled to receive 50% of all royalties or other payments received by VV in cleared funds for the revenue which are received by VV in consideration for making the Content available to that third party, less any applicable Transaction Costs or Value Added Tax, import duties or taxes, or other taxes which may be imposed under Applicable Laws.
- 11.3. VV shall provide the Contributor with a written report within ten Business Days of the end of each Quarter ("**Written Report**") containing:
 - 11.3.1. details of any licences in respect of the Content that have been entered into between VV and a third party in the preceding Quarter; and
 - 11.3.2. such information as may be reasonably required by the Contributor in order to ascertain:
 - 11.3.2.1. the amount of any royalties payable to the Contributor that have accrued in the preceding Quarter pursuant to Clauses 11.1.1 or 11.1.2; and
 - 11.3.2.2. the amount of any other monies that may have become due to the Contributor in the preceding Quarter under or in relation to this Contract.
- 11.4. VV shall not be obliged to provide the Written Report to the Contributor in respect of a particular Quarter if it has no information to report on any of the matters described at Clauses 11.3.1, 11.3.2(a) or 11.3.2(b).
- 11.5. Subject to Clause 11.6, following the receipt by the Contributor of a Written Report which contains details of any amounts due to it, the Contributor shall supply to VV its proper invoice for the amounts due to it. The Contributor shall show any Value Added Tax, import duties or taxes or other taxes which may be imposed under Applicable Laws separately on its proper invoice. All sums due from VV to the Contributor under this Clause 11 are inclusive of any Value Added Tax, import duties or taxes, or other taxes which may be imposed under Applicable Laws.
- 11.6. The Contributor shall not be entitled to provide an invoice for sums due to it for the previous Quarter unless the amount specified as being due to it is equal to, or exceeds, the sum of £500 (inclusive of any Value Added Tax or import duties or taxes which may be applicable). Where the amount specified in the Written Report as being due to the Contributor is less than £500 (exclusive of any Value Added Tax or import duties or taxes which may be applicable), that amount shall be rolled over to the next Quarter when that amount, together cumulatively with any other amounts owing to the Contributor which have accrued, reaches the threshold of £500 (exclusive of any Value Added Tax, import duties or taxes or other taxes which may be applicable).
- 11.7. If any payment to be made by VV pursuant to this Clause 11 is subject to the withholding or deduction of income tax or other charges or duties that may be imposed under Applicable Laws, then VV may deduct the same in so far as it is necessary to comply with those Applicable Laws. The Parties shall co-operate and take all steps reasonably and lawfully available to them with the objective of avoiding the deduction of such incomes taxes, charges or duties and to obtain double taxation relief. If VV is required to make any such deduction it shall provide the Contributor with such certificates or other documents as it can reasonably can with the objective of enabling the Contributor to obtain appropriate relief from double

taxation of the payment in question. For the avoidance of doubt, VV shall be under no obligation to pay an additional amount to the Contributor in respect of any sums from which it is required to withhold or deduct from payments in order to satisfy any income tax or other charges or duties that are imposed under Applicable Laws.

11.8. Subject to Clause 11.6, VV shall within 30 Business Days of receiving the Contributor's proper invoice as described in Clause 11.5, pay that invoice in cleared funds.

11.9. All amount payable under this Clause 11 are payable in pound sterling, or such other currency as VV shall from time to time acting reasonably decide.

12. Confidentiality

12.1. Each Party undertakes that it shall not disclose to any person the other Party's Confidential Information except as permitted by Clause 12.2.

12.2. Each Party may disclose the other Party's Confidential Information:

12.2.1. to such of its Personnel, and in the case of VV any VV Contractor, who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Contract. Each Party shall ensure that the Personnel, and in the case of VV any VV Contractor, to whom it discloses the other Party's confidential information comply with this Clause 12; and

12.2.2. subject to Clause 12.3, as may be required by law, or by order of a court or governmental body or authority of competent jurisdiction.

12.3. If either Party is required to disclose the Confidential Information of the other Party by law, or by order of a court or governmental body or authority of competent jurisdiction, then the Party so required may disclose the Confidential Information to the extent required but shall, prior to any disclosure where lawful and practicable, give the other Party as much warning thereof as practicable and inform in writing and consult with the other Party and, at the other Party's request and cost, fully co-operate with and assist that other Party in opposing any such disclosure.

12.4. Neither Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

12.5. The obligations of this Clause 12 shall continue after termination or expiry of this Contract for whatever reason.

13. Limits of Liability

13.1. Subject to Clause 8.2, this Clause 13 prevails over all other Clauses and sets forth the entire Liability of each Party, and the sole and exclusive remedies of the other, in respect of:

13.1.1. performance, non-performance, purported performance, delay in performance or mis-performance of this Contract; or

13.1.2. otherwise in relation to this Contract or entering into this Contract.

13.2. Neither Party excludes or limits its Liability for:

13.2.1. its fraud or fraudulent misrepresentation; or

13.2.2. death or personal injury caused by its Negligence; or

13.2.3. any infringement of the other Party's Intellectual Property Rights; or

13.2.4. any other Liability which cannot be excluded or limited by Applicable Laws.

13.3. Subject to Clauses 8.2 and 13.2, neither Party accepts, and each Party hereby excludes, any Liability for Negligence other than any Liability arising pursuant to the terms of this Contract.

13.4. Subject to Clauses 8.2 and 13.2, neither Party shall have Liability in respect of any:

13.4. Subject to Clauses 8.2 and 13.2, neither Party shall have Liability in respect of any:

13.4.1. indirect or consequential losses, damages, costs or expenses;

13.4.2. loss of actual or anticipated profits;

13.4.3. loss of contracts;

13.4.4. loss of use of money;

13.4.5. loss of anticipated savings;

13.4.6. loss of revenue;

13.4.7. loss of goodwill;

13.4.8. loss of reputation;

13.4.9. ex gratia payments;

13.4.10. loss of business;

13.4.11. loss of operation time;

13.4.12. loss of opportunity; or

13.4.13. loss of, damage to or corruption of, data;

whether or not such losses were reasonably foreseeable or the Party in default or its agents had been advised of the possibility of the other incurring such losses. For the avoidance of doubt, Clauses 13.4.2 to 13.4.13 apply whether such losses are direct, indirect, consequential or otherwise.

13.5. Subject to Clauses 8.2 and 13.2, and subject to any specific right or remedy expressly set out in this Contract that explicitly provides that the following cap may be exceeded, the total aggregate Liability of each Party for all causes of action arising in each Year shall be limited to £2,000,000

13.6. The limitations of Liability under Clause 13.5 have effect in relation both to any Liability expressly provided for under this Contract and to any Liability arising by reason of the invalidity or unenforceability of any term of this Contract.

13.7. For the avoidance of doubt, subject to Clause 13.5, Clause 13.4 does not prevent either Party from claiming for its wasted people time and wasted resource and correction costs reasonably incurred as a result of the other Party's breach of this Contract.

14. Duration and Termination

14.1. Subject to Clause 8.2, this Clause 13 prevails over all other Clauses and sets forth the entire Liability of each Party, and the sole and exclusive remedies of the other, in respect of:

14.2. Either Party may terminate this Contract immediately by notice to the other Party if:

14.2.1. the other Party is in material breach of any of its obligations under this Contract or any other contract between the Parties which is incapable of remedy; or

14.2.2. the other Party fails to remedy, where capable of remedy, any material breach of any of its obligations under this Contract or any other contract between the Parties after having been required in writing to remedy such breach within a period of no less than 10 Business Days; or

14.2.3. the other Party is in persistent breach of any of its obligations under this Contract or any other contract between the Parties; or

14.2.4. the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or the other

Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

- 14.3. Termination or expiry of this Contract shall be without prejudice to any accrued rights or remedies of either Party.
- 14.4. Termination or expiry of this Contract will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination or expiry (including Clauses 4.1.7, 5, 6.2, 8, 9, 12, 13, 15 and 18).
- 14.5. Upon termination or expiry of this Contract for any reason the owner of Confidential Information may at its option require the other Party to delete promptly all Confidential Information belonging to the Party requiring the action from any computer disks, tapes or other material in its possession or under its control or promptly deliver up or destroy materials and tangible items in its possession or under its control which contain any such Confidential Information. The relevant Party may require the other Party to provide a written declaration, signed by an officer or other authorised individual, stating that there has been full compliance with this Clause 14.5.

15. Data Protection

- 15.1. Each Party shall comply with its respective obligations under Data Protection Laws when carrying out its obligations under this Contract.
- 15.2. The Contributor shall collect and process the personal data of all Featured Individuals in accordance with the privacy notice that is attached to the Waiver Deed.

16. Notices

- 16.1. Any notice required or authorised to be given under this Contract shall be in writing and served by personal delivery or (if being served within the UK) by recorded delivery or overnight commercially recognisable courier to the relevant Party at its address stated in this Contract or at such other address as is notified by the relevant Party to the other Party for this purpose from time to time or at the address of the relevant Party last known to the other Party.
- 16.2. Any notice so given by recorded delivery or overnight commercially recognisable courier shall be deemed to have been served two Business Days after the same shall have been despatched, and in proving such service it shall be sufficient to prove that the letter was properly addressed and, as the case may be, despatched.

17. Assignment

- 17.1. The Contributor shall not (and shall not purport to) assign, sub-license, subcontract, transfer, novate, charge or otherwise encumber, create any trust over or deal in any manner with this Contract or any of its rights, liabilities or obligations under this Contract without the prior written consent of the VV.
- 17.2. VV may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.

18. General

- 18.1. Unless a Party expressly states in writing that it is waiving a particular power, right or remedy in a particular stated instance, no failure or delay or omission by either Party in exercising any power, right or remedy under this Contract or at law shall operate as a waiver of such power, right or remedy; and no waiver in any particular instance shall extend to or affect any other or subsequent event or impair any powers, rights or remedies in respect of it or in any way modify or diminish that Party's other powers, rights or remedies under this Contract or at law.
- 18.2. If any Clause or other provision in this Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Clause or provision or part of any Clause or provision, all of which shall remain in full force and effect.
- 18.3. Nothing in this Contract shall create or be deemed to create a partnership, an agency or a relationship of

18.3. Nothing in this Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the Parties.

18.4. A person who is not a Party to this Contract has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Contract.

18.5. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

18.6. If the Contributor is domiciled:

18.6.1. in the United Kingdom (of England, Wales, Scotland and Northern Ireland) or the European Union, the exclusive forum for settling any disputes which may arise out of or in connection with this Contract shall be the English courts;

18.6.2. outside the United Kingdom (of England, Wales, Scotland and Northern Ireland) and the European Union, any dispute which may arise out of or in connection with this Contract shall be exclusively referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause 18.6.2. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

18.7. All dealings, correspondence and contacts between the Parties shall be made or conducted in the English language.