

This STSL ("**Licence**") details the terms and condition upon which Filmbank Distributors Limited with company number 1021212 and with its registered office at Warner House, 98 Theobald's Road, London WC1X 8WB ("**Filmbankmedia**") grants licences for the public screening of participating distributors' films in the Territory to Exhibitors. A full list of participating distributors is available from the Filmbankmedia website (www.filmbankmedia.com/).

1. DEFINITIONS AND INTERPRETATION

1.1. In this Licence, the following definitions apply:

"Account Application Form" means Filmbankmedia's STSL online application form (as updated by Filmbankmedia from time to time) which must be completed by Exhibitor in order to open an STSL account. Apply via www.filmbankmedia.com/stsl.

In addition to the above, Exhibitor may also be asked to complete a "Booking Profile Form" to outline in more detail what type of events/screenings they are planning. A copy of this is available at www.filmbankmedia.com/stsl.

"Advertising Guidelines" means the terms and conditions governing the advertising of Screenings (as amended from time to time) which can be found at www.filmbankmedia.com/advertising-guidelines named 'Third Party Sponsors, Promotions, Branding and Advertising Guidelines' and 'Guidelines for Using a Film's Creative Assets'.

"Advertising Materials" means without limitation digital images, text, images, illustrations, photographs, designs, logos, and posters that relate to the Film and all other materials provided by or on behalf of Filmbankmedia for the purposes of the Exhibitor advertising the Screening.

"Booking Confirmation" means an email confirmation issued by Filmbankmedia confirming that Exhibitor's requested Screening has been permitted, and whether the Screening must take place in a specific venue approved by Filmbankmedia.

"Online Booking Form" means Filmbankmedia's online booking form (as updated by Filmbankmedia from time to time). Exhibitor will be granted access this form upon successful approval of Account Creation in clause 2 below. The Online Booking Form is to be completed by Exhibitor each time Exhibitor wishes to make a booking of any of the following: Advertised Non-Commercial Indoor Screenings, Commercial Indoor Screenings and Non-Commercial Indoor Screenings.: Commercial Outdoor / Drive-in Screenings and Non-Commercial Outdoor / Drive-in Screenings.

In the event that Exhibitor is requesting a Reserved Title for Screening, or a Screening which involves elements which may (in the sole opinion of Filmbankmedia) be determined as requiring additional approvals (for example, a themed screening or a brand-associated screening) or a Virtual Screening Room booking (a "**Special Screening**"), then Exhibitor shall be required to complete a Special Screening Application Form. A copy of this can be found at www.filmbankmedia.com/stsl.

"Box Office Returns Report" means Filmbankmedia's standard report to be completed by Exhibitor after the completion of all Screenings which shall include, without limitation, details of audience numbers, Box Office Returns and dates of Screenings.

"Box Office Returns" means the total box office revenue received from the full price of all tickets purchased for attendance at the Event.

“**Business Day**” means any day other than Saturday, Sunday or a bank holiday in England.

“**Delivery Charges**” means the charges for the delivery and collection of the Materials payable by Exhibitor to Filmbankmedia in accordance with this Licence, as set out in the Filmbankmedia Rate Card.

“**Deposit**” means the amount required to open an account for Screenings, as set out in the Filmbankmedia Rate Card, payable by Exhibitor to Filmbankmedia in accordance with Clause 12.1.

“**Event**” means the event at which the Screening takes place on the date (“**Screening date**”) agreed with Filmbankmedia in advance, as specified in the Booking Confirmation.

“**Exhibitor**” means the individual or entity that has opened an account with Filmbankmedia in order to book Films for Screenings under this Licence.

“**Film**” means a licensed motion picture or other programme specified in the Booking Confirmation.

“**Filmbankmedia Rate Card**” means the table of Licence Fee rates which may apply from time to time, and which can be found at www.filmbankmedia.com/stsl.

“**Invoice**” means a valid and accurate VAT invoice containing all necessary information including the relevant Licence Fee, Delivery Charges and any other amounts due under a Booking Confirmation.

“**Licence Fee**” means the amount detailed in the Booking Confirmation which is payable by Exhibitor for a Screening in accordance with Clause 12.

“**Licence Period**” means the period specified in the Booking Confirmation during which the requested Screening may take place.

“**Materials**” means a DVD (including Special Non Theatrical Edition DVD), Blu-ray Disc, other physical playout material upon which the Film is contained, or any other Film format supplied by Filmbankmedia (DVDs shall be formatted to region 2 only, and Blu-rays shall be formatted to region B/2 only).

“**Own Copy Use**” means the Exhibitor using its own legally sourced copy of the Film on DVD or Blu-ray Disc, in accordance with Clause 7.2. Please contact Filmbankmedia for permission to use a format other than DVD or Blu-ray Disc for Own Copy Use.

“**Party**” means Filmbankmedia and Exhibitor, and each shall be a “**Party**”

“**Reserved Title**” shall mean a licensed motion picture for which approval for Screening an not, at the time of request, be provided by means of a Booking Profile form or other booking form. If an Exhibitor wishes to conduct a Screening of a Reserved Title, then it must submit a Special Screening Application Form, such application shall then be subject to approval from Filmbankmedia.

“Screening” means any and all of the following:

	Type of Screening:				
	“Commercial Screenings” means any and all of the following:		“Non-Commercial Screenings” means any and all of the following:		
	“Commercial Indoor Screening”	“Commercial Outdoor / Drive-in Screening”	“Advertised Non-Commercial Indoor Screening”	“Non-Commercial Indoor Screening”	“Non-Commercial Outdoor / Drive-in Screening”
<u>Is advertising permitted?</u> (including but not limited to, advertising by way of Exhibitor’s official website or social media page)	✓	✓	✓	✗	✓
<u>Can Exhibitors charge attendees for attendance at the Screening?</u>	✓	✓	✗ <small>(except that Exhibitors can charge club members annual subscription or membership fees)</small>	✗ <small>(except that Exhibitors can charge club members annual subscription or membership fees)</small>	✗
<u>Is the Screening indoors?</u> (meaning, the Screening of a Film taking place indoors)	✓	✗	✓	✓	✗
<u>Is the Screening outdoors/drive-in?</u> (meaning, the Screening takes place in a temporary structure, tent, marquee, open space or drive-in, which has a screen installation)	✗	✓	✗	✗	✓

“**Special Screening Application Form**” In the event that an Exhibitor wishes to conduct a Screening of a Reserved Title or a Special Screening, then the Exhibitor must download from www.filmbankmedia.com special permissions/holdbacks page.

“**Territory**” means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland.

1.2. In this Licence:

- a) references to statutes or statutory provisions include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinate legislation made under them;
- b) unless specified to the contrary, use of the singular is deemed to include the plural;
- c) any undertaking by Exhibitor not to do any act or thing shall be deemed to include an undertaking not to permit or suffer or assist the doing of that act or thing; and
- d) the headings shall not affect interpretation.

2. ACCOUNT CREATION

- 2.1. Exhibitor must complete and submit to Filmbankmedia an Account Application Form and pay the Deposit in accordance with Clause 12.1. in order to be eligible to open an account.
- 2.2. If Exhibitor is an individual, Exhibitor must be at least 18 years old to apply to open an account with Filmbankmedia. By completing an Account Application Form, Exhibitor confirms that he/she is at least 18 years old.

- 2.3. Exhibitor will complete and submit to Filmbankmedia a permanent change of address form via STSL account if the contact details on the previously submitted Account Application Form or Booking Profile Form become out-of-date. A copy of this form can be downloaded at www.filmbankmedia.com/stsl, or alternatively, please call the contact number on Filmbankmedia's website.
- 2.4. Once Filmbankmedia receives the completed Account Application Form, Booking Profile Form and the Deposit, it shall review the application and decide, at Filmbankmedia's sole discretion, whether or not to accept Exhibitor's application. Filmbankmedia reserves the right, at its sole discretion, to reject Exhibitor's application to open an account without disclosing the reasons for such rejection. If an application is rejected the Deposit will be returned within thirty (30) days from receipt of the Deposit and Account Application Form or Booking Profile Form
- 2.5. Subject to Filmbankmedia accepting the Account Application Form Filmbankmedia shall send an email to Exhibitor notifying Exhibitor of their personal account reference number and login details to access their STSL account
- 2.6. Subject to the full and timely payment by Exhibitor to Filmbankmedia of the Deposit with all other amounts payable under the relevant Booking Confirmation, and Exhibitor's full performance of all Exhibitor's obligations specified in the Booking Confirmation and in this Licence, Filmbankmedia grants to Exhibitor a non-exclusive licence for Exhibitor to exhibit the Film in the Territory only for the Screening detailed in the Booking Confirmation during the applicable Licence Period. For the avoidance of doubt, sub-licensing is strictly prohibited without express approval from Filmbankmedia.

3. BOOKING FILMS

- 3.1. Once Exhibitor's account is open, Exhibitor can book a film via the login section on the website.
- 3.2. Where a Customer has requested Materials be delivered by Filmbankmedia, Filmbankmedia aims for such Materials to be delivered approximately 2 to 3 days before Screening Date, however Exhibitor acknowledges that Filmbankmedia may require at least a 10 day period between approval and despatch of the Materials for the Screening. A booking made within 5 working days prior to your screening may incur a late booking charge.
- 3.3. Films may be available on different formats; Filmbankmedia's online system will display the available formats for each title requested. Formats may include DVD, Blu-Ray, "Own Copy Use"
- 3.4. An issued Booking Confirmation shall create a legally binding contract between Filmbankmedia and Exhibitor incorporating the provisions of this Licence.
- 3.5. No variations to a Booking Confirmation shall be binding unless agreed in writing via email between Filmbankmedia and Exhibitor.
- 3.6. In order to cancel the booking of a Film, Exhibitor must notify Filmbankmedia via the relevant option in the online booking system or by written notice to Filmbankmedia via email. Cancellations may not be made by telephone.
- 3.7. If the Exhibitor chooses to cancel the booking of a Film, the Exhibitor shall be liable to pay to Filmbankmedia the cost of the Delivery Charges of the Materials, and a cancellation fee.
- 3.8. If the Exhibitor notifies Filmbankmedia of its intention to cancel the booking of a Film within twenty four (24) hours of the Event (or after the Event has taken place), Exhibitor will be liable to pay the License Fee in respect of that Screening, in addition to the payments specified in Clause 3.6 above.
- 3.9. Filmbankmedia shall be entitled to cancel a Booking Confirmation at no charge to Filmbankmedia or Exhibitor on reasonable grounds, including without limitation the non-availability or withdrawal of any Materials or Film.

- 3.10. Where Filmbankmedia has reasonable grounds to believe that Exhibitor may be involved in unauthorised screenings, Exhibitor shall pay all associated costs and charges for such unauthorised screenings, including but not limited to the applicable Licence Fee and costs of Materials.
- 3.11. In the event that an Exhibitor wishes to conduct a Screening of a Reserved Title or a Special Screening, then the Exhibitor must download a Special Screening Application Form from the Filmbankmedia website. Exhibitor must complete the Special Screening Application Form and provide any further information required by Filmbankmedia or its licensors. Filmbankmedia may then, at its sole discretion, provide approval for the relevant Screening.

4. DELIVERY OF MATERIALS

- 4.1. Except where Exhibitor notifies Filmbankmedia that it wishes to screen the film with Own Copy Use, Exhibitor shall include in each relevant booking form associated with the Screening (where such booking form allows for the address to be input) the exact address in the Territory to which Exhibitor requires the Materials to be delivered ("**Despatch Address**").
- 4.2. Once a Booking Confirmation has been issued, Filmbankmedia will send the required Materials for the requested Film to the Despatch Address via Royal Mail's special delivery service (or such other delivery service as Filmbankmedia deems appropriate). All deliveries shall take place during the hours of 09:00 and 18:00 on a Business Day.
- 4.3. Filmbankmedia may charge Exhibitor for extra Delivery Charges if the Exhibitor requests delivery of Materials within four (4) Business Days or less prior to the agreed Screening Date.
- 4.4. Filmbankmedia will not be responsible or liable in any way for the non-delivery of Materials once the Materials have been posted, and Exhibitor must return Materials in accordance with clause 11.
- 4.5. Exhibitor shall check the Materials in their entirety immediately upon receipt. Any damage to or defects in the Materials must be reported to Filmbankmedia within 24 hours of receipt of the Materials or damage and defects will be deemed to have been caused by the Exhibitor and Filmbankmedia may not be able to transport replacement Materials in time for the Screening Date.

5. USE OF MATERIALS

- 5.1. The Materials made available by Filmbankmedia to the Exhibitor are owned by third parties and this Licence shall be subject at all times to the specific terms and conditions of Filmbankmedia's distribution agreements with such third parties. For the avoidance of doubt, at no point shall an Exhibitor own the rights in or to the Materials.
- 5.2. No cutting, editing, alteration, adaptation or copying of any Materials or Own Copy Use shall be permitted. It is not permitted to remove or alter any copyright or other notice, burn-in warnings, watermarks (whether visible or invisible), associated names, logos, trademarks or the like included in any Film or Materials or Own Copy Use without Filmbankmedia's prior written consent.
- 5.3. Exhibitor shall ensure that the equipment for film presentation and sound reproduction used for the Screening of the Film is in good and efficient working order.
- 5.4. Exhibitor shall exercise all due care in handling, storing and safeguarding the Materials in order to prevent loss, theft, damage, unauthorised duplication or reproduction of the Materials and Exhibitor accepts full responsibility for any such events from the time of delivery until return to Filmbankmedia.
- 5.5. If Materials are damaged whilst in the custody of Exhibitor then Exhibitor will be liable for the full replacement costs of such damaged Materials and such payment will be made within thirty (30) days of receipt of Filmbankmedia's invoice for such costs.

- 5.6. If Materials are lost or stolen, Exhibitor shall immediately notify Filmbankmedia, and provide Filmbankmedia with a police report detailing the loss or theft within seven (7) days of the Exhibitor's knowledge of such loss or theft.

6. SCREENING

- 6.1. The Exhibitor shall ensure that all Screenings will be of the Film in its entirety, including without limitation, credit titles, trademarks, any other legal notice, and the censorship certificate. The censorship certificate must indicate the rating given by the British Board of Film Classification. Screening of "extra" features, or features other than the Film itself (including without limitation audio commentaries, documentaries and deleted scenes) is not permitted under this Licence. Screening by broadcast, diffused or digital systems including without limitation closed-circuit or any other similar methods of transmission by Exhibitor are strictly prohibited except with the prior written consent of Filmbankmedia. Screening using any format of the Film other than the Materials is strictly prohibited, unless with Filmbankmedia's prior written consent.
- 6.2. Exhibitor shall be permitted to charge for admission to the Screening of the Film if the Licence provided is for a Commercial Screening. Exhibitor shall not be permitted to charge for admission to the screening of the Film if the Licence provided is for a Non-Commercial Screening. However, this does not prohibit Exhibitors charging their club members annual subscription or membership fees.
- 6.3. This Licence does not include the right to: (a) any live public performance (as part of a screening or otherwise) of the musical compositions embodied in the soundtrack of a Film; or (b) the performance of any musical works to accompany the Film during the Screening.
- 6.4. Indoor Screenings of Films must take place indoors and in premises which are fully enclosed, permanent structures and such Screening must take place in a room or space which is fully walled and has a roof or ceiling.
- 6.5. Nothing contained in this Licence or a Booking Confirmation shall be construed as a licence to copy any Film, to issue copies of any Film to the public, to rent or lend any Film to the public, to communicate any Film to the public (including without limitation by way of broadcast or making available by electronic transmission) or to perform, show or play any Film in public other than in accordance with the terms expressly set out in this Licence or a Booking Confirmation.
- 6.6. In the event that Exhibitor has been approved to conduct the Screening with use of the Virtual Screening Room, then Exhibitor shall be subject to the VSR Terms and Conditions at Annex 1 to these Terms and Conditions.

7. OWN COPY USE

- 7.1. Where the Exhibitor elects to use Own Copy Use for the Screening, this Clause 7 shall apply.
- 7.2. Own Copy Use shall be permitted if Exhibitor notifies Filmbankmedia of this when completing the Online Booking Form or Special Screening Application Form, and Filmbankmedia approves such use in a Booking Confirmation.
- 7.3. Exhibitor is responsible for ensuring that it uses a legal copy of the Film authorised for Screening by the owner of the copyright in the Film. This Licence does not cover any films which have not yet been released for sale or rental in the Territory.
- 7.4. Filmbankmedia may, at its absolute discretion and subject to approval of the relevant copyright owner and platform administrator, grant Exhibitor permission for use of Disney+ platform as means of exhibition for the Screening. Such permission shall be communicated by Filmbankmedia to Exhibitor on the Exhibitor's account. For any such Screening. Exhibitor shall be responsible for, and must ensure that, it is always in compliance with both these Terms and Conditions and any and all

terms of use of Disney+ platform (including any subscription fees required for access to the platform). For clarification, this clause does not permit Exhibitors to conduct Screenings by use of other digital files exhibition (including but not limited to (i) streaming or downloading via an alternative streaming provider, or (ii) titles purchased or rented for digital exhibition) unless specifically authorised by Filmbankmedia.

- 7.5. Filmbankmedia shall not be responsible for the playback performance or quality of exhibition for Screenings where Exhibitor has employed Own Copy Use (either through DVD, Blu-Ray, Disney+ or other type of own copy use).
- 7.6. For the avoidance of doubt, Clauses 5.2, 5.3 and 6 shall apply at all times to Own Copy Use.

8. ADVERTISING

- 8.1. Whether (and the extent to which) Advertising of the Screening is permitted, depends on the type of Screening that Filmbankmedia has licensed to the Exhibitor under this Licence:

8.1.1 For Commercial Screenings and Advertised Non-Commercial Screenings: Exhibitor shall be permitted to advertise: (i) at the venue at which the Screening will take place; (ii) online; and (iii) using any other means of communication to the general public. Any such advertising must be in accordance with the Advertising Guidelines, unless expressly permitted in advance by Filmbankmedia. If Exhibitor wishes to conduct any marketing of any kind for the film which may not be in accordance with the Advertising Guidelines, then it shall submit details of this to Filmbankmedia in advance for approval. Filmbankmedia may, in its absolute discretion, choose whether or not to grant this approval (such approval may be revoked or modified at any time by Filmbankmedia). Any marketing approved in this way must be conducted strictly in accordance with the details approved by Filmbankmedia.

8.1.2 For Non-Commercial Screenings, with the exception of Advertised Non-Commercial Screenings: Exhibitor shall be permitted only to advertise the Screening within the venue at which the Screening will take place, and to the members of a members-only film club which is holding the Screening (e.g. by email or newsletter to such members). Advertising of Screenings is prohibited on: (i) websites other than the relevant members-only film club's websites which are accessible by member only password; and (ii) any other means of communication to the general public.

- 8.2. Neither the Films nor the Advertising Materials nor any rights granted to the Exhibitor under this Licence may be used to: (i) promote or endorse any product, service, or organisation (other than the Screening itself, subject to Clause 8.1); or (ii) give the impression that Filmbankmedia or any person, character, company or corporation connected or associated with the Film, its production or distribution (including the actors, producers or studios) endorses any product, service, or organisation. In particular, Exhibitors must ensure that all advertising related to the Film and Screening must not give the impression of a direct association between the Exhibitor (or any sponsor) and the Film.
- 8.3. This Licence does not entitle the Exhibitor to run themed events or promotions which relate to the contents of the Film (e.g. the trademarks and logos), or any person, company, or corporation connected or associated with the Film, its production or distribution (including the actors, producers or studios). Third party licences are required for such themed events and promotions. Exhibitors must contact Filmbankmedia at www.filmbankmedia.com/contact-us if they wish to run these types of activities.
- 8.4. Exhibitors may not use any Advertising Materials or any characters, elements, or storylines from the Film for marketing purposes which are designed to parody, ridicule or satirise the Advertising Materials or the Film, any character depicted in the Film, Filmbankmedia, or any person, company

- or corporation connected or associated with the Film, its production, or distribution (including the actors, producers or studios).
- 8.5. Upon Filmbankmedia's request, the Exhibitor must alter or remove any advertising (including Advertising Materials) in relation to the Film.
- 8.6. Exhibitor must obtain Filmbankmedia's prior approval in order to use any materials to advertise a Screening, other than the Advertising Materials.
- 8.7. Furthermore, the Exhibitor shall not, without Filmbankmedia's prior written permission:
- a) use the Advertising Materials for any purpose other than for advertising the relevant Screening (authorised under a Booking Confirmation) in accordance with the terms of this Licence. For the avoidance of doubt, prohibited use includes but is not limited to using the Advertising Materials as part of any library, archive or similar service;
 - b) redistribute or allow any third party to use the Advertising Materials;
 - c) alter, edit, adapt or otherwise tamper with any Advertising Materials. This includes removing or altering any copyright or other notice, burn-in warnings, watermarks (whether visible or invisible), associated names, logos, trademarks or the like included in any Advertising Materials, cutting, cropping, writing over, superimposing other content, or recolouring in any way (however, resizing of the Advertising Materials as a whole is permitted);
 - d) commercially exploit (other than as permitted under this Licence), sell, or supply any Advertising Materials for money or money's worth, or syndicate, loan, assign, dispose of or otherwise transfer any Advertising Materials to any third party;
 - e) use the Advertising Materials in connection with any competition, contest, lottery, prize draw, quiz, trivia game, event, organisation (including, without limitation, an organisation's logo), product or service;
 - f) use the Advertising Materials in any feature or article that is unconnected to or is not primarily focussed on the marketing of the Film to which the Advertising Materials relate;
 - g) create a database in electronic or structured manual form of any Advertising Materials (e.g. by systematically downloading and storing any/all of the Advertising Materials);
 - h) use Advertising Materials in any publication, social media page, website, or micro site that is primarily devoted to or themed around the Film (including supplements and special editions);
 - i) use the Advertising Materials, or any elements thereof, to create new works of any kind or nature, including, without limitation, those which are derivative of the Advertising Materials;
or
 - j) use logos of or owned by the studios which Filmbankmedia represents.
- 8.8. Where an Exhibitor has a sponsor for its brand, Event, or Screening (or otherwise), this Licence does not entitle the sponsor to show the Film; only the Exhibitor is authorised to screen the Film, subject to a Booking Confirmation.
- 8.9. Filmbankmedia's prior written consent is required for the use of advertising reels played before and after Films, and certain restrictions may apply.
- 8.10. Exhibitor shall not use the Advertising Materials, or any elements thereof, in a manner which defames or diminishes the reputation of Filmbankmedia, the studios or the owners of the Advertising Materials.

9. IMAGE BANK

- 9.1. Each Exhibitor is entitled to use Filmbankmedia's centralised online creative asset management portal called "**Image Bank**", which is accessible on www.filmbankmedia.com, subject to Exhibitor's acceptance of, and compliance with, the Image Bank Terms (defined in Clause 9.2).

- 9.2. By using Image Bank or any Advertising Materials contained therein, Exhibitor has accepted the terms and conditions: (i) of the Booking Confirmation; (ii) of this Licence (particular attention is drawn to Clauses 8 and 9); (iii) of the Terms of Use and Privacy Policy available on the www.filmbankmedia.com website; and (iv) which otherwise appear on Image Bank, (i) – (vi) together being the “**Image Bank Terms**”.
- 9.3. Exhibitor may only access Image Bank using a username and password authorised by Filmbankmedia (“**User Credentials**”). Exhibitor shall not permit any third parties to use its User Credentials, use the Advertising Materials, or access Image Bank. Exhibitor shall be responsible for all actions and inactions carried out on Image Bank (and in respect of the Advertising Materials obtained through Image Bank) where Image Bank has been accessed via the Exhibitor’s User Credentials.
- 9.4. Filmbankmedia shall be permitted to terminate an Exhibitor’s access to Image Bank if the Exhibitor has breached any of the Image Bank Terms.

10. TERMINATION

- 10.1. Filmbankmedia may terminate the contract formed by a Booking Confirmation with immediate effect by notice in writing to Exhibitor if: (a) Exhibitor is in material breach of any of Exhibitor’s obligations in the Booking Confirmation and/or this Licence; (b) the copyright owner of a Film licensed under a Booking Confirmation withdraws the screening rights; or (c) as stated elsewhere in this Licence.
- 10.2. Filmbankmedia's rights under Clause 10.1. are without prejudice to any other rights Filmbankmedia may have hereunder or at law in relation to termination of a Booking Confirmation, including without limitation any right to damages.
- 10.3. Either Filmbankmedia or Exhibitor may terminate the contract formed by a Booking Confirmation with immediate effect by notice in writing to the other if: (a) such other Party becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; (b) such other Party ceases or threatens to cease to carry on the whole or a substantial part of its business; (c) such other Party compounds or makes any voluntary arrangement with its creditors; (d) a resolution is passed (otherwise than for the purpose of solvent amalgamation or reconstruction) or an order is made for the winding up of such other Party; (e) such other Party is the subject of a notice of intention to appoint an administrator or liquidator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order or has an administrator appointed over it; (f) a receiver or administrative receiver is appointed over all or any of that other Party’s assets or undertaking; (g) an encumbrancer takes possession of any of the other Party’s property; (h) such other Party suffers any similar action due to debt, including any without limitation, distraint over any of its assets; (i) such other Party is dissolved; or (j) if the equivalent of any of the events described in this Clause 10.3. occurs in relation to such other Party under the laws of any jurisdiction.
- 10.4. Upon termination of the contract formed by a Booking Confirmation, all Materials will be immediately returned to Filmbankmedia and all sums due under such Booking Confirmation (including without limitation the Licence Fee) will become immediately payable. Clause 12.6(b) will apply from the payment due date.
- 10.5. If either Party cannot perform its obligations under this Licence due to an event of force majeure, the Booking Confirmation shall terminate immediately on service of written notice except insofar as any liabilities or rights have accrued.

11. RETURN OF MATERIALS

- 11.1. Upon completion of the Screening(s), Exhibitor must return to Filmbankmedia all Materials licensed to the Exhibitor under this Licence on the date set out in the relevant Booking Confirmation by using the Filmbankmedia prepaid envelope enclosed with the Materials. Exhibitor shall keep a copy of the Royal Mail tracking number provided for such return delivery and advise Filmbankmedia of the tracking number upon Filmbankmedia's request, to enable Filmbankmedia to track the Materials in case of loss. Provision of a tracking number shall be Exhibitor's sole proof that Exhibitor has returned the Materials.
- 11.2. If Exhibitor fails to return the Materials on the date set out in the Booking Confirmation then
- a) Filmbankmedia may at Filmbankmedia's sole discretion charge Exhibitor additional charges at a value proportionate to the Licence Fee for each day of delay in returning the Materials in accordance with Clause 12; and
 - b) Filmbankmedia or Filmbankmedia's designees shall have the right, without any liability of any nature whatsoever and at Exhibitor's sole cost and expense, to seize and take possession of the Materials wherever they may be found.
- 11.3. Filmbankmedia may at Filmbankmedia's sole discretion terminate the booking account of any Exhibitor which returns Materials damaged or late on more than one occasion.

12. LICENCE FEE

- 12.1. Subject to Clause 2.1, Exhibitor will pay to Filmbankmedia the Deposit upon submission of the Account Application Form. The Deposit will be held by Filmbankmedia until the account of the Exhibitor is terminated either by Filmbankmedia or Exhibitor, and will be returned by Filmbankmedia provided all outstanding Licence Fees and Delivery Charges have been paid in full, and all Materials have been returned. Without prejudice to Filmbankmedia's rights to recover all such outstanding sums in full from Exhibitor, the Deposit may be retained by Filmbankmedia as payment for and to offset against any such outstanding sums.
- 12.2. For Commercial Screenings:
- 12.2.1 The Licence Fee payable shall be calculated based on the ticket price of the Event at which the Film Screening takes place, following receipt of a complete and accurate Box Office Returns Report and shall be the greater of:
- a) an amount equal to the minimum guarantee amount stated in the Filmbankmedia Rate Card ("**Minimum Guarantee**");
 - b) an amount equal to the percentage share of the Box Office Returns (excluding VAT) according to the relevant percentage set out in the Filmbankmedia Rate Card.
- 12.2.2 The Invoice for Commercial Screenings will be raised by Filmbankmedia to Exhibitor after receipt of the Box Office Returns Report and is payable within fourteen (14) days of the date of the Invoice.
- 12.2.3 Exhibitor shall complete and return its Box Office Returns Report no later than seven (7) Business Days following each Screening.
- 12.2.4 Where Exhibitor provides the Box Office Returns Report for a Commercial Screening outside of the seven (7) Business Days detailed in Clause 12.2.3 on more than one occasion, Filmbankmedia shall be entitled terminate the Exhibitor booking account.
- 12.2.5 In the event that a Box Office Returns Report is not provided by Exhibitor to Filmbankmedia in accordance with Clause 12.2.3, Filmbankmedia may at Filmbankmedia's discretion invoice Exhibitor a percentage (set out in Filmbankmedia Rate Card) of an amount equal to the maximum capacity of the premises where the Screening takes place, multiplied by the full ticket price for the Event at which the Screening takes place.

- 12.3. For Non-Commercial Screenings: the Licence Fee payable is the flat fee amount for the relevant number of screenings and maximum capacity at the venue at which the Screening takes place, as referenced in the Filmbankmedia Rate Card. The Invoice payable for Non-Commercial Screenings will be raised by Filmbankmedia and sent to Exhibitor on the Screening Date or the Business Day immediately thereafter. Payment of the Invoice shall be made by Exhibitor to Filmbankmedia within fourteen (14) Business Days of the date of the Invoice.
- 12.4. Exhibitor is solely responsible for all applicable royalties, licence fees and other payments due in respect of the performing rights in any music or mechanical reproduction of any recordings in the Film exhibited by Exhibitor (including without limitation to the UK's Performing Rights Society). Exhibitor shall indemnify and continue to indemnify Filmbankmedia from any liabilities, losses, damages or expenses, including, without limitation, legal fees or mechanical royalties in respect of this Clause 12.4.
- 12.5. Exhibitor shall upon Filmbankmedia's request provide Filmbankmedia and Filmbankmedia's authorised agent with access to the premises at which the Event takes place to check the accuracy of the Box Office Returns. Exhibitor shall upon Filmbankmedia's request provide Filmbankmedia with evidence necessary to verify the number of customer admissions and admission charges applicable to the relevant Screening. If Exhibitor has underreported customer admissions or charges, or there are inaccuracies in the Box Office Returns, then in addition to any other rights and remedies Filmbankmedia may have, Filmbankmedia may invoice Exhibitor for the Licence Fees in respect of: the underreported amount; Filmbankmedia's audit expenses; and interest for late payment in accordance with Clause 12.6(b). Exhibitor shall pay Filmbankmedia such amounts within one (1) week of Exhibitor's receipt of Filmbankmedia's invoice for such sums.
- 12.6. Without prejudice to any other rights and remedies available to Filmbankmedia in law or under this Licence, Exhibitor acknowledges and agrees that, where Exhibitor fails to provide a Box Office Returns Report or pay an Invoice due under this Licence within the time periods specified in this Clause 12:
- a) then Filmbankmedia shall be entitled to charge Exhibitor a reasonable administration fee to cover the reasonable costs and/or losses incurred by Filmbankmedia in notifying Exhibitor of such failure, and requesting that Exhibitor remedy such failure ("**Administration Fee**"); and
 - b) Exhibitor shall, subject to written demand by Filmbankmedia, pay interest on the overdue amount at the rate of three per cent (3%) per annum above Barclays Bank Plc's base rate, as such rate is publicly quoted on the payment due date. Interest shall accrue on a daily basis until the date of payment.
- 12.7. Filmbankmedia may submit invoices to Exhibitor for the Administration Fee at any time and Exhibitor shall pay such invoices within fourteen (14) days of receipt of such invoice.
- 12.8. In the event that Filmbankmedia shall be providing Virtual Screening Room Services then in addition to the Licence Fee for the Screening, Exhibitor shall pay to Filmbankmedia the VSR Charge (as communicated by Filmbankmedia in the Booking Confirmation). Filmbankmedia may submit invoices to Exhibitor for the VSR Charge at any time, and Exhibitor must pay the VSR Charge within fourteen days of receipt of invoice.

13. INTELLECTUAL PROPERTY

- 13.1. Exhibitor acknowledges and agrees that all rights, titles and interests of every kind and nature whatsoever (including without limitation all intellectual property rights) in and to the Films, the Materials, and the Advertising Materials are and shall be owned solely by Filmbankmedia, or are licensed to Filmbankmedia. During the Licence Period or thereafter, Exhibitor shall (i) at no time

acquire any rights other than to the Screenings confirmed in the Booking Confirmation, and at all times subject to the terms and conditions of this Licence and the Booking Confirmation, and (ii) not register, attempt to register, or assert ownership in the Films, Materials or Advertising Materials.

- 13.2. All copyright and other intellectual property rights in all Materials and Advertising Materials arising from or created, produced or developed by Exhibitor (whether alone or jointly with others) under or in the course of this Licence wherever in the world enforceable, shall immediately upon creation vest in and remain the sole and exclusive property of Filmbankmedia, subject only to Exhibitor's possession and use in accordance with and subject to this Licence. Exhibitor hereby irrevocably and unconditionally assigns to or (in the case of moral rights) waives in favour of Filmbankmedia, all right, title and interest in and to such Materials.

Exhibitor agrees, at Filmbankmedia's expense, to take all such actions and execute all such documents as may in Filmbankmedia's opinion be necessary to enable Filmbankmedia to obtain, defend or enforce Filmbankmedia's rights in the Materials, and shall not do or fail to do any act which would or might prejudice Filmbankmedia's rights under this Clause 13. Each Film shall be exhibited with whatever notice of copyrights or other legal notices appear in the Materials and Exhibitor shall not, and shall not permit or authorise a third party, directly or indirectly, to delete or tamper with such notices.

14. CONFIDENTIALITY

Except as required by law, both Filmbankmedia and Exhibitor shall procure that all confidential information disclosed by one to the other in accordance with this Licence and the Booking Confirmation shall remain confidential and shall not be disclosed to any third party. Neither party will publish nor permit to be published any information about their relationship, unless that information has first been approved for publication by the other. Filmbankmedia and Exhibitor shall comply with all applicable laws, regulations and directives relating to data protection.

15. NOTICES

Any notice to be given under a Booking Confirmation or this Licence shall be in writing and signed by or on behalf of the Party giving it, and may be served by post or email to Filmbankmedia's correspondence address or email address stated in the Booking Confirmation.

16. MISCELLANEOUS

- 16.1. No forbearance or delay by either Party in enforcing its respective rights under this Licence, or at law, equity, statute or otherwise will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 16.2. Subject to the specific limitations set out in the Booking Confirmation, no remedy conferred by this Licence is intended to be exclusive of any other remedy except as expressly provided for in this Licence, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder at law, or in equity, or by statute or otherwise.
- 16.3. If any of the provisions of the Booking Confirmation or this Licence is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced unless the substantive purpose of the Booking Confirmation or this Licence is then frustrated, in which case either Filmbankmedia or Exhibitor may terminate the contract formed by such Booking Confirmation immediately on written notice.

- 16.4. Exhibitor shall do or procure to be done all such further actions, and execute or procure the execution of all such other documents as the other may from time to time reasonably require for the purpose of giving such other Party the full benefit of the provisions of this Licence and the Booking Confirmation.
- 16.5. Filmbankmedia and Exhibitor are independent contractors and neither is agent for the other, nor has any authority to make any contract, whether expressly or by implication, in the name of the other, without the other's prior written consent.
- 16.6. This Licence, each Booking Confirmation and the documents referred to in it (including without limitation the Filmbankmedia Rate Card) constitute the entire agreement and terms governing the relationship of Filmbankmedia and Exhibitor in respect of the Film booking, and supersede any previous agreement between them, or any prior usage, course of dealing or custom relating to the subject matter of the Booking Confirmation. Neither Filmbankmedia nor Exhibitor shall rely on nor have any remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) by any person (whether Filmbankmedia or Exhibitor or any other third party) other than as expressly set out in the Booking Confirmation or in this Licence as a warranty. The only remedy available to Exhibitor for breach of a warranty shall be for breach of contract under the terms of the Booking Confirmation and this Licence.
- 16.7. Nothing in this Licence excludes or limits the liability of a Party for fraud, fraudulent misrepresentation, breach of confidentiality, death or personal injury caused by a Party's negligence, infringement by Exhibitor of the intellectual property rights of Filmbankmedia or a third party, or Exhibitor's intentional misconduct or gross negligence.
- 16.8. Subject to Clause 16.7, the following provisions set out the entire financial liability of each Party (including without limitation any liability for the acts or omissions of each Party's employees, agents and sub-contractors) to the other Party:
- a) In respect of any loss or damage which in any way arises out of or is connected with the performance or non-performance by a Party of any of its obligations under this Licence, a Party's liability will be limited in aggregate to Two Million Pounds Sterling (GBP 2,000,000).
 - b) Neither Party shall be liable to the other Party for loss of profit, loss of business, depletion of goodwill or for any indirect or consequential loss or damage whatsoever or howsoever caused which arise out of or in connection with this Licence even if such loss was reasonably foreseeable.
- 16.9. No provision of this Licence nor the Booking Confirmation is intended to confer a benefit on, or to be enforceable by, any person who is not Filmbankmedia or Exhibitor, and any rights that a third party might have bestowed by the Contracts (Rights of Third Parties) Act 1999 are specifically excluded.
- 16.10. Exhibitor may not assign a contract created by a Booking Confirmation or any benefits or interests arising under such a contract. Filmbankmedia may make such an assignment without restriction.
- 16.11. A contract formed by a Booking Confirmation shall be governed by and construed in accordance with the laws of England, and Filmbankmedia and Exhibitor submit to the non-exclusive jurisdiction of the English courts in respect of any disputes arising under a Booking Confirmation or Licence.

17. DATA PROTECTION

- 17.1. Section A of this Clause 17 applies if the Exhibitor is registered in the EU: For the purposes of this Clause 17.1 where terms and expressions used are not defined in this Licence, they will have the meaning assigned to them in Regulation (EU) 2016/679, as amended or replaced from time to time, and any regulations or statutory instruments enacted thereunder (the "GDPR")
- 17.2. Exhibitor agrees to notify all of Exhibitor's team that: (i) Filmbankmedia may process personal data relating to members of Exhibitor's team (in particular, business contact details) in order for

Filmbankmedia to further its legitimate business interests in managing this Licence and the relationship with Exhibitor; and (ii) Filmbankmedia may share such personal data with its associated companies, licensors, sub-contractors and agents for this purpose, which may include transferring Exhibitor's team's personal data outside the European Economic Area, in which case Filmbankmedia ensures that there is adequate protection for such personal data either by ensuring that the transfer is made on the basis of an adequacy decision (such as the EU-US Privacy Shield Agreement), or by use of safeguards described in Article 46 of the GDPR. More information about data protection at Filmbankmedia can be obtained from chiefprivacyofficer@warnerbros.com.

- 17.3. Exhibitor acknowledges that it is a separate data controller of any personal data it processes in relation to this Licence and the Screening, and shall procure that Exhibitor's team shall, in performing its obligations under this Licence comply in all respects with the GDPR and all other data protection and/or privacy laws, regulations, instruments or codes of practice relating thereto ("Data Protection Laws"), and otherwise in accordance with this Clause 17.3 and any Filmbankmedia policies that have been notified to Exhibitor.
- 17.4. Exhibitor shall be liable for and shall indemnify Filmbankmedia against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by Filmbankmedia which arise directly or indirectly out of or in connection with Exhibitor's data processing activities under this Licence, including, without limitation, those arising out of any third party demand, claim or action, including by a data protection authority, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any applicable Data Protection Laws by Exhibitor or Exhibitor's team.
- 17.5. Section B of this Clause 17 applies if the Exhibitor is registered outside of the EU: Exhibitor acknowledges that it is a separate data controller of any personal data it processes in relation to this Licence and shall, and shall procure that Exhibitor's team shall, in performing its obligations under this Licence, comply in all respects with relevant data protection and/or privacy laws, regulations, instruments or codes of practice relating thereto ("Data Protection Laws"), and otherwise in accordance with this Clause 17.5 and any Filmbankmedia policies that have been notified to Exhibitor.
- 17.6. If Exhibitor relies on an international data transfer mechanism (including, without limitation, those approved by the European Commission) to legitimise the transfer of personal data from the originating country, and that data transfer mechanism is held to be invalid, or any data protection authority requires transfers of personal data made pursuant to such mechanism to be suspended, then Filmbankmedia may, at its discretion, require the Exhibitor to cease processing personal data to which this Licence relates, or co-operate with Filmbankmedia to facilitate the use of an alternative approved transfer mechanism.
- 17.7. Exhibitor shall be liable for and shall indemnify Filmbankmedia against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by Filmbankmedia which arise directly or indirectly out of or in connection with Exhibitor's data processing activities under this Licence, including, without limitation, those arising out of any third party demand, claim or action, including by a data protection authority, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any applicable Data Protection Laws by Exhibitor or Exhibitor's team.

18. COMPLIANCE WITH LOCAL LAWS

- 18.1. Exhibitor warrants to Filmbankmedia that it:
 - a) is in compliance with and in good standing under the laws of the Territory (and any subdivision of the Territory) with which Exhibitor should be in compliance and under which it should be in good standing given the nature and scope of Exhibitor's business;

- b) shall fully comply with all applicable laws of the Territory and shall not take any actions, in contravention of such applicable laws; and
- c) will only to exploit the Rights in accordance with all local laws and regulations and to indemnify Filmbankmedia and hold Filmbankmedia harmless from any claims which may arise concerning compliance under local laws and regulations.

18.2. Exhibitor shall at Exhibitor's sole cost and expense procure all approvals, authorisations, licences and permits required in the Territory:

- a) to exercise the Rights; and
- b) for censorship purposes in accordance with Clause 18.4.

Payment of all costs, expenses and damages incurred in connection with any claim or action brought against Exhibitor with respect to the Exhibitor's requirements in this Clause 18.2 will be payable solely by Exhibitor.

18.3. Where under the laws of any country in the Territory, Exhibitor is required to make any registration or filing or to obtain any permits or clearances with respect to the exploitation of any Rights in the Content then Exhibitor shall do so promptly at Exhibitor's expense and provide Filmbankmedia with copies of all documents indicating full compliance with such requirements.

ANNEX 1: VIRTUAL SCREENING ROOM**TERMS AND CONDITIONS**

- A Filmbankmedia may provide, on a Software-as-a-Service basis, a platform for delivering digital video content over the internet for screening of Content in accordance with these Terms and Conditions (“the **Platform**”).
- B The Exhibitor wishes to use the Platform to deliver digital video content over the internet to individuals for viewing as part of a collective concurrent exhibition.
- C Filmbankmedia is willing to make the Platform available for use by the Exhibitor and provide other associated services on the terms set out below.
- D Reference to ‘these Terms and Conditions’ in this Annex 1 shall include the Virtual Screening Room Terms and Conditions and the STSL Terms and Conditions as well as any special terms included in the Booking Confirmation.

OPERATIVE CLAUSES**1. DEFINITIONS**

1.1. Headings are for convenience only and shall not affect the construction of this Agreement.

1.2. In these Terms, the following words shall have the following meanings:

“Content” means digital video content, comprising of episodes of TV shows, movies, trailers and associated metadata that are or will be made available on the Platform;

“Exhibitor Data” means (i) all data stored in or processed by the Platform, including personal data, that is provided by the Exhibitor and the Authorised Users;

“GDPR” means Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

“Illicit Code” shall mean any computer viruses, spyware, rootkits, ransomware, Trojan horses, worms, software bombs or similar malicious scripts or code; but excluding code designed to enable Filmbankmedia to verify compliance with or enforce the Service restrictions in these Terms and Conditions and the subscription restrictions in the Booking Confirmation;

“**Intellectual Property Rights**” or “**IPR**” means patents, utility models, trade marks, copyright, semiconductor topography rights, rights in databases, design rights, registered designs, unregistered community designs, registered community designs, trade secrets and rights to confidentiality, goodwill and all rights or forms of protection of a similar nature or having equivalent or the similar effect to any of them which may subsist anywhere in the world, including applications for registration and any causes of action in relation to any of them;

“**Permitted Playback Locations**” means the United Kingdom;

“**Services**” means the Virtual Screening Room Services detailed at Schedule 1 to this Annex 1;

“**VSR Active Period**” means the period of time during which the Exhibitor and Authorised Users shall have access to the VSR Page as detailed on either the Booking Confirmation or the Platform;

“**VSR Charge**” means the amount detailed in the Booking Confirmation which is payable by Exhibitor for provision of the VSR Services for the Screening in accordance with Clause 12.8 of the STSL Terms and Conditions. In the event that a Screening which uses the VSR Services has a greater number of streams than in the Booking Confirmation, then Filmbankmedia may charge an additional fee of £0.25p per additional stream. For the avoidance of doubt, if the number of streams is less than in the Booking Confirmation then there shall be no reduction in VSR Charges from the Booking Confirmation amount.

SERVICE RESTRICTIONS

1.1. The Exhibitor will:

- a) not provide access to the Services for a third party except to the extent necessary for an Authorised User Definition to view the Content;
- b) not resell, rent, lease or otherwise permit access to the Services in return for direct or indirect remuneration in any form, except for the permitted sale and commercial arrangement detailed in the Booking Confirmation;
- c) not obtain unauthorised access to any Service or any of the underlying cloud infrastructure nor seek to do so;
- d) comply with any usage or access restrictions in the these Terms and Conditions and the Booking Confirmation that are not applied or enforced by the Platform;
- e) not circumvent any usage or access restrictions in the Terms and Conditions or the Booking Confirmation that are applied or enforced by the Platform nor seek to do so;
- f) not circumvent any digital rights management applied to Content nor seek to do so;
- g) immediately notify Filmbankmedia if it becomes aware of any unauthorised use of the Virtual Screening Room, or the Content, or any other security breaches in relation to the Services; and
- h) not use the Services in any way that violates, plagiarises or infringes upon the rights of any others, including copyright, trade mark, the right of privacy or the right of publicity, or that would be abusive, profane, obscene, indecent, threatening, defaming, slanderous, libellous, offensive, or illegal.

1.2. The Exhibitor will ensure that Authorised Users (and grant Filmbankmedia the right as a third party beneficiary to enforce those contractual obligations directly against the Authorised Users) will:

- a) maintain the confidentiality of their Platform login details and not disclose them to third parties
- b) only view the Content (or attempt to do so) whilst they are located in the Permitted Playback Locations;
- c) not resell, rent, lease or otherwise permit access to the Services for a third party;
- d) not obtain unauthorised access to any Service or any of the underlying cloud infrastructure (nor seek to do so);
- e) comply with any subscription restrictions in the Booking Confirmation that are not applied or enforced by the Platform;
- f) not circumvent any subscription restrictions in the Booking Confirmation that are applied or enforced by the Platform nor seek to do so;
- g) not circumvent any digital rights management applied to Content nor seek to do so;
- h) immediately notify Filmbankmedia if they become aware of any disclosure or unauthorised use of their Platform account or login details or any other security breaches in relation to the Services; and
- i) not use the Services in any way that violates, plagiarises or infringes upon the rights of any others, including copyright, trade mark, the right of privacy or the right of publicity, or uses the Services (including Chatroom Functionality) in a way that would be abusive, profane, obscene, indecent, threatening, defaming, slanderous, libellous, offensive, or illegal.

If, notwithstanding it using its best endeavours, the Exhibitor is unable to impose the contractual obligations and grant the third party rights above then the Exhibitor will ensure that the Authorised Users comply with the obligations in a) to i) above and the Exhibitor shall be primarily responsible and directly liable to Filmbankmedia for any failure by the Authorised Users to comply.

1.3. The Exhibitor will comply with all applicable laws, rules, regulations, instruments and codes of practice in connection with its use of the Services or Deliverables, including but not limited to the GDPR and the California Consumer Privacy Act where the Exhibitor processes personal data relating to natural persons located in the relevant jurisdictions.

1.4. The Exhibitor shall be liable for and shall defend and indemnify Filmbankmedia from and against any and all third party claims and demands and all related losses, damages, service credits, fines and expenses (including legal expenses) that arise out of or in connection with any breach of this Clause 1. If a third party raises the prospect of a claim against Filmbankmedia as a result of the Exhibitor's breach of this Clause 1 then Filmbankmedia will notify Exhibitor immediately in writing upon becoming aware of such an action.

2. GOVERNANCE, AUDIT AND REMEDIES

2.1. Filmbankmedia may monitor the Exhibitor's and Authorised Users' use of the Services for breaches of these Terms and Conditions. The Exhibitor shall not interfere with, disable or prevent monitoring by Filmbankmedia nor seek to do so.

2.2. The Exhibitor accepts that it shall be fully responsible and liable for the VSR Charges that accrue under the Exhibitor's account with Filmbankmedia as a result of the activities of the Authorised Users.

2.3. The parties agree that a breach of this Agreement adversely affecting Filmbankmedia's proprietary rights in the Services or the Exhibitor's misuse or unauthorised disclosure of Confidential Information would cause irreparable injury to Filmbankmedia for which monetary damages would not be an adequate remedy and that Filmbankmedia shall be entitled to injunctive and other equitable relief in addition to any remedies it may have hereunder or at law.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. Nothing in these Terms and Conditions is intended to transfer any Intellectual Property Rights between the parties. All Intellectual Property Rights in or to the Services and Content shall remain owned by Filmbankmedia or its third party licensors, as applicable.

3.2. The Exhibitor hereby assigns to Filmbankmedia with full title guarantee any and all Intellectual Property Rights that may subsist in any recommendations or requests the Exhibitor may make for improvements to the Services or the Platform.

3.3. For the duration of the VSR Active Period, the Exhibitor grants a worldwide, non-transferable, non-exclusive licence to Filmbankmedia and its subcontractors to process any Exhibitor Data.

4. WARRANTIES

4.1. Filmbankmedia warrants that it shall, subject to Exhibitor complying with the terms of these Terms and Conditions, deliver the Services during the VSR Active Period in accordance with the Booking Confirmation and the Services description at Schedule 1 to this Annex 1.

4.2. Exhibitor warrants as of the date of the Booking Confirmation and throughout the VSR Active Period that:

- a) it will ensure that no Illicit Code is introduced into the Services or Platform by it or its representatives (which, for the Exhibitor, includes the Authorised Users). In the event that any Illicit Code is found to have been introduced into the Services or Platform by it or its representative, the party will, at no additional charge, assist the other party in removing and reducing the effects of the Illicit Code;
- b) these Terms and Conditions constitutes a legal, valid and binding obligation on it, enforceable in accordance with its terms;
- c) no consent, approval or authorisation from any third party is required in connection with the execution, delivery and performance of its obligations under these Terms and Conditions, except such as have been obtained and are in full force and effect; and
- d) the execution, delivery and performance of its obligations under these Terms and Conditions does not, and will not, constitute a violation of any law, rule, regulation, court order or ruling applicable to it.

4.3. If the Exhibitor notifies Filmbankmedia in writing of any defect in the Services then Filmbankmedia shall take reasonable measures to remedy the defect to the extent required to enable playback of the Title.

This Clause 4.3 shall be the Exhibitor's exclusive remedy for a breach of the warranty in Clause 4.1.

4.4. All warranties and obligations of Filmbankmedia relating to the Services will be contingent upon the Exhibitor's use of the Services in accordance with any relevant instruction or guidance provided by Filmbankmedia and these Terms and Conditions.

4.5. Filmbankmedia does not warrant or represent that the provision of the Services will be uninterrupted or error-free at all times.

4.6. Other than the warranties and other terms expressly set out in these Terms and Conditions, all warranties and terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including implied conditions, warranties or other terms as to satisfactory quality and fitness for purpose.

5. DATA PROTECTION

5.1. For the purposes of this Clause 5, where terms and expressions used are not defined in these Terms and Conditions, they will have the meaning assigned to them in the GDPR.

5.2. Filmbankmedia acknowledges that in the course of or in connection with Filmbankmedia's provision of the Services to Exhibitor, Filmbankmedia will act as data processor in that Filmbankmedia will process personal data on behalf of Exhibitor (the "**Personal Data**") which will include personal data relating to Exhibitor's personnel and Authorised Users. Schedule 2 to this Annex 1 sets out the prescribed types of Personal Data to be processed as well as particulars of the data processing and constitutes Exhibitor's documented instructions. Filmbankmedia shall:

- a) process the Personal Data only (i) in accordance with and to the extent necessary for the performance of the Services, (ii) in compliance with Exhibitor's documented instructions including with regard to transfers of Personal Data to a third country or an international organisation, (iii) as specified in the particulars of processing in Schedule 2 to this Annex 1, and (iv) as required to do so by law, in which case Filmbankmedia shall inform Exhibitor of the legal requirement before processing unless the law prohibits Filmbankmedia from doing this on important public interest grounds;
- b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- d) take steps to ensure that any natural person acting under Filmbankmedia's authority who has access to the Personal Data does not process them except on instructions from the Exhibitor, unless he or she is required to do so by law;
- e) not engage a sub-processor without written authorisation from the Exhibitor and inform the Exhibitor of any intended changes concerning the addition or replacement of sub-processors. The Exhibitor authorises Filmbankmedia to engage the sub-processors named in Schedule 2 to this Annex 1;
- f) where it engages a sub-processor for carrying out specific processing activities on behalf of the Exhibitor, impose on that sub-processor by way of a contract the same data protection obligations as set out in this Clause 5;
- g) taking into account the nature of the processing, assist the Exhibitor by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Exhibitor's obligation to respond to requests for exercising the data subject's rights;
- h) taking into account the nature of processing and the information available to Filmbankmedia, assist the Exhibitor in ensuring its compliance with its obligations to implement appropriate technical and organizational measures, notify personal data breaches to the competent supervisory authority and to data subjects, carry out data protection impact assessments and consult the competent supervisory authority where an assessment indicates a high risk;
- i) excluding Personal Data stored in Filmbankmedia's secure backup or disaster recovery systems, Filmbankmedia will, at the choice of the Exhibitor, delete or return all the Personal Data to the Exhibitor after the end of the provision of Services, and delete existing copies unless required by law to store the Personal Data;
- j) make available to the Exhibitor all information necessary to demonstrate compliance with this Clause 5 and allow for and contribute to audits, with reasonable prior notice of at least thirty (30) days, including inspections, conducted by the Exhibitor or another auditor mandated by the Exhibitor;
- k) with regard to Clause 5.2j) above, immediately inform the Exhibitor if, in its opinion, the Exhibitor's instruction infringes any applicable data protection law or regulation.

5.3. Filmbankmedia will not transfer Personal Data relating to data subjects located inside the EEA to a third country unless Filmbankmedia complies with the conditions specified in Chapter V of the GDPR whether relying on an adequacy decision by the EU Commission, appropriate safeguards together with enforceable data subject rights and effective legal remedies or a derogation.

5.4. Excluding (i) cookies required for the operation of the Platform, and (ii) cookies permitted by terms of use of the Filmbankmedia website, all other cookies to be placed by Filmbankmedia on Authorised Users' devices will be agreed by Exhibitor and Filmbankmedia in writing.

6. LIABILITY

6.1. Subject to Clause 6.4 of this Annex 1, Filmbankmedia shall not be liable for special, indirect or consequential losses in relation to the provision of the VSR Services.

6.2. Subject to Clause 6.4 of this Annex 1, Filmbankmedia shall not be liable for loss of profits, loss of anticipated savings, wasted expenditure, loss of data (except any damages or fines that must be paid to a data subject or regulatory body directly resulting from a breach of Clause 5 of the VSR Terms and Conditions), damage to goodwill or reputation or ex gratia payments, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages.

6.3. Subject to Clause 6.4 of this Annex 1, under no circumstances shall Filmbankmedia be liable for any loss or damage caused to any systems that the Exhibitor has integrated with, or made dependent on, the Services.

6.4. The limits and exclusions of liability in this Clause 6 shall not be applicable to:

- a) death or bodily injury caused by a party's negligence;
- b) fraud or fraudulent misrepresentation; or
- c) anything that cannot lawfully be limited or excluded, including breach of terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

6.5. Subject to Clause 6.4 of this Annex 1, Filmbank's maximum aggregate liability in contract, tort (including negligence) or otherwise, in connection with the provision of the VSR Services or any collateral contract, for all liabilities arising and claims occurring (regardless of when made) in each Year shall in no event exceed a sum equivalent to the total VSR Charges for the relevant Screening.

SCHEDULE 1 – Virtual Screening Room Services

Filmbankmedia shall provide Exhibitor with access to the Virtual Screening Room Services during the Virtual Screening Room Period, subject to Exhibitor and its end users complying with the terms and conditions of these Virtual Screening Room Terms and Conditions and Filmbankmedia STSL Terms and Conditions.

Virtual Screening Room Services:

- Filmbankmedia shall provide Exhibitor with a defined amount of unique log-in credentials (in accordance with the number of Authorised Users in the Booking Confirmation above) and a weblink.
- Exhibitor may distribute the unique log-in credentials and weblink to its end users (the “Viewer”).
- During the Virtual Screening Room Period, the Viewer may gain access to the VSR Screening Page by entering the unique log-in credentials on the landing page of the weblink.
- Each unique log-in may only be used on one device concurrently (except for Chatroom Functionality). The same unique log-in can not be used on two separate devices concurrently for playback of the Title.

VSR Page: VSR Page shall contain the following:

- Player window for Title Playback;
- Chatroom Functionality.

Title Playback:

- The licensed Title shall commence playback at the time designated in the Booking Confirmation in the Player window of the VSR Page.
- Title Playback shall be controlled by Filmbankmedia. Neither the Exhibitor nor Authorised Users shall have the ability to pause, play, replay, rewind or fast forward the Title.
- Viewers shall have the ability to toggle the Player on and off full-screen mode during playback of the Title.

Chatroom Functionality

- During the VSR Active Period, Authorised Users shall be able to post messages on an interactive messageboard within the VSR Page.
- An Authorised User may access the Chatroom Functionality (only) from a separate mobile device at the same time as the same Authorised User is logged on and accessing the Virtual Screening Room Services from a different device.
- Authorised Users must adhere to the Chatroom Guidelines.

SCHEDULE 2**PARTICULARS OF DATA PROCESSING**

Subject matter, nature and purpose of processing:	Authorised Users
Duration of processing:	VSR Active Period
Types of personal data:	IP Address
Categories of data subjects:	Customer
Sub-processors:	Maxmind
Third countries to which Personal Data may be transferred by Filmbankmedia	USA

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