

## TERMS AND CONDITIONS

1. The Motion Picture Licensing Company Limited ("MPLC") grants licensee ("Licensee") a non-exclusive licence ("Licence") to publicly perform copyrighted motion pictures and other licensed programs from any legally obtained source intended for personal, private, home use only - such as DVD/Blu-ray media and downloads ("Videos"), under the terms and conditions specified herein.
2. MPLC warrants and represents that it has secured the appropriate rights, under the Copyright, Designs and Patents Act 1988 Chapter 48 Part I Chapter II Sections 16 & 19, to grant this Licence.
3. "Term" shall mean the screening dates listed on the Movie Licence Booking Application Form ("Application").
4. The public performances authorised by this Licence ("Screenings") shall take place at the venue premise address specified on the Application. The Screenings must take place indoors and not be visible outside the venue. The audience will be limited as follows: (a.) for non commercial events where no admission is charged (annual membership dues are not considered admission) the Screenings are limited to Licensee's members and (b.) for commercial events where admission is charged, the Screenings are open to non-members as well as non members. Additional restrictions include:
  - a. Non commercial events - No specific titles, or any characters from such titles, or producers' names will be advertised or publicised to the general public, and no admission or other fee will be charged to the audience.
  - b. Commercial events - Within ten (10) days following the conclusion of each Commercial Screening, Licensee shall return a completed Returns Form to MPLC. Should Licensee not timely return a completed Returns Form, Licensee shall be required to pay a fee determined by MPLC in its sole discretion.
5. The agreed licence fee for the Screenings is noted on the Invoice(s) sent to Licensee and is calculated pursuant to the Movie Licence Price List, Application and Returns Form, if applicable. Payment is payable to MPLC.
  - a. The flat rate is payable on non-commercial events within ten (10) days from the Invoice date or before the screening, whichever is earlier.
  - b. The minimum rate for commercial events is payable within ten (10) days from the Invoice date or before the screening, whichever is earlier. Any additional percentage due from ticket sales will be payable within ten (10) days from the Invoice date.
  - c. Late payments will be subject to a charge of five percent (5%) of the licence fee per month.
  - d. If a planned Screening was cancelled, MPLC will need written confirmation of the cancellation in writing from Licensee within three (3) days following the conclusion of the cancelled event.
  - e. Upon three (3) days notice, MPLC or its authorised agent has a right to audit Licensee's accounting books and all documentation related to the Screenings and Movie Licence fees due to MPLC. The audit can consist of Licensee providing the necessary documents, or could consist of an auditor entering Licensee's facilities and/or venues to review documentation related to the calculation of fees. If any under-reporting has been made, Licensee agrees to pay for the cost of the audit in addition to any penalty charges determined by MPLC.
6. The specific titles which may be publicly performed by Licensee under this Licence are motion pictures produced and/or distributed by MPLC-affiliated motion picture producers and distributors ("Licensors"). MPLC represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Licence, MPLC may send Licensee at any time during the term of this Licence binding notices that certain titles cannot be or may no longer be publicly performed under this Licence. Such notices shall be binding and effective upon Licensee when received.
7. Licensee may publicly perform the specific titles covered by this Licence by means of legally obtained Videos acquired by Licensee from any legitimate source. The responsibility for obtaining Videos is that of Licensee, and that the costs of acquiring such Videos are to be borne solely by Licensee and are separate and distinct from the agreed public performance licence fee. Screenings must include the copyright notices and credits. Screening rights apply to the motion picture or other programme only and do not include extra features on a Video such as director commentaries.
8. Licensee may not duplicate, edit or otherwise modify the Videos obtained for public performance purposes under this Licence.
9. Any separate fees which may be due to music publishers, or other collection societies are solely Licensee's responsibility and are not the responsibility of MPLC.
10. This Licence may not be assigned by Licensee, without the prior written consent of MPLC, except that Licensee shall have the right to assign this Licence in connection with a merger, consolidation or sale of its assets and business provided that Licensee guarantees payment of licence fees if the assignee does not pay in a timely manner for fees owed. This Licence may be assigned by MPLC.
11. Screenings may not be used for the purpose of endorsing the goods or services of a third party.
12. Any notice provided for herein shall be given in person; by first class post prepaid; by reputable overnight carrier; or by facsimile; addressed to the party to be notified at the address or facsimile number listed on the application. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.
13. MPLC reserves the right to immediately terminate this Licence on account of any breach by Licensee of its terms and conditions. In the event of such termination, there shall be no refund of the licence fee. A waiver by MPLC or by Licensee of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of this Licence. If any part of this Licence shall be determined unenforceable, the remainder of this Licence shall remain in full force and effect.
14. In the event MPLC engages an attorney to enforce its rights under this Licence by virtue of the breach on the part of Licensee, of any term of this Licence, Licensee agrees to pay the reasonable costs and reasonable attorney fees incurred by MPLC.
15. Licensee acknowledges that the information provided by Licensee is true, correct and complete in all respects. This Licence has been duly authorised and constitutes a legal, valid and binding obligation upon Licensee and is enforceable by its terms and conditions.
16. Any and all rights not granted to Licensee in this Licence are expressly reserved to MPLC and/or its motion picture licensors.
17. The Movie Licence Application, Price List, Certificate, Returns Form and these terms and conditions contain the full and complete agreement between MPLC and Licensee and shall be construed in accordance with the laws of England and Wales and the parties submit to the nonexclusive jurisdiction of the English Courts as regards to any claim or matter arising in relation to this Licence.

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