

GENERAL TERMS & CONDITIONS

These General Terms and Conditions (“**GTCs**”) apply to licenses of Licensed Programs entered into between iflix and Licensor.

1. GRANT OF LICENCE

- 1.1. Licensor hereby grants iflix a non-exclusive license to exhibit and make available the Authorised Language Versions of each Licensed Program on the Program Service during the applicable License Periods in the Territories, in each case by means of downloads or streamed transmissions, via all forms of electronic transmission of audio-visual signals, wired and/or wireless or otherwise now known or developed in the future including the Internet and mobile wireless technologies and/or by any other form of digital technologies that allow the transmission (including onward transmission) of audiovisual signals to any viewing device now or hereafter created on a SVOD, FVOD and AVOD basis.
- 1.2. Licensed Program(s) may be made available:
 - (a) on up to six (6) Authorised Devices; and
 - (b) with up to three (3) concurrent streams, per customer account.
- 1.3. iflix shall have sole discretion as to how the Program Service is sold, marketed or distributed. By way of example only, iflix may make available the Program Service on a direct to consumer basis, or may enter into arrangements with one (1) or more distribution partners. In addition, iflix may bundle any subscription fees charged with fees for products or other subscription services, or may discount or waive fees at its discretion.
- 1.4. iflix may include the Licensed Program(s) in a curated linear auto-play which is streamed as part of the Program Service in any tier of the Program Service and which linear auto-play is scheduled by iflix.
- 1.5. Notwithstanding the definition of AVOD hereunder:
 - (a) if, as a result of iflix not having fully sold its available advertising inventory, a customer is able to view a Licensed Program without being exposed to commercial messages or interruptions; and/or
 - (b) if, as a result of iflix allowing subscribers to view programming from the free tier without advertisements, a subscriber is able to view a Licensed Program without being exposed to commercial messages or interruptions,

the Parties agree that iflix is acting in accordance with the rights granted hereunder and shall not be in breach of this Agreement.

2. LICENSE FEES AND PAYMENT

- 2.1. iflix may alter: (i) the SVOD License Fee or (ii) the payment metric set out in the Key Commercial Terms at its discretion on a Licensed Program by Licensed Program basis from time to time during the Term.
- 2.2. On receipt of the Net Revenue Report, Licensor shall deliver to iflix an invoice for the Share of Net Advertising Revenue payable to Licensor pursuant to the Net Revenue Report (“**Invoice**”).
- 2.3. On receipt of the Licensed Program Report (if applicable), Licensor shall deliver to iflix an invoice for the SVOD License Fee payable to Licensor pursuant to the Licensed Program Report (“**License Fee Invoice**”).
- 2.4. Subject to delivery to, and acceptance by, iflix of the Delivery Materials for the applicable Licensed Programs and receipt by iflix of a valid Invoice or License Fee Invoice (as applicable) from Licensor:
 - (a) iflix shall pay Licensor the Share of Net Advertising Revenue due to Licensor within thirty (30) days from receipt of Invoice by iflix, provided that no sum shall be payable by iflix hereunder until the aggregate Share of Net Advertising

Revenue payable to Licensor is more than USD \$100. By way of example, if the first Net Revenue Report delivered hereunder to Licensor reflects a Share of Net Advertising Revenue payable of USD\$95, and the second Net Revenue Report reflects a Share of Net Advertising Revenue payable of USD\$10, no sum shall be payable pursuant to the first Net Revenue Report, but USD\$105 shall be payable pursuant to the second Net Revenue Report; and

- (b) if applicable, iflix shall pay Licensor the SVOD License Fee due to Licensor within thirty (30) days from receipt of the License Fee Invoice by iflix, provided that no sum shall be payable by iflix hereunder until the aggregate SVOD License Fee payable to Licensor is more than US\$100. By way of example, if the first Licensed Program Report delivered hereunder to Licensor reflects a SVOD License Fee payable of US\$95, and the second Licensed Program Report reflects a SVOD License Fee payable of US\$10, no sum shall be payable pursuant to the first Licensed Program Report, but US\$105 shall be payable pursuant to the second Licensed Program Report.
 - 2.5. iflix provides no representation and/or warranty express and/or implied with respect to:
 - (a) the inclusion of advertisements with the Licensed Programs;
 - (b) securing sponsorships in relation to the Licensed Programs;
 - (c) the Share of Net Advertising Revenue to be generated hereunder in respect to the Licensed Programs; and/or
 - (d) the level of SVOD License Fee payable in respect of the Licensed Programs.
 - 2.6. Any sums due to Licensor hereunder shall be paid to the Licensor’s bank account, as notified to iflix in writing.
 - 2.7. All sums payable by iflix to Licensor hereunder will be subject to all applicable laws and regulations requiring the deduction, withholding or payment therefrom of income taxes, digital taxes, remittance taxes or any other indirect taxes or fees on account of Licensor, and Licensor hereby authorises iflix to make such deductions, withholdings and payments as are mandatorily required to be made under any applicable laws of the Territories. Where there is a withholding tax or similar deduction from any payment paid hereunder, iflix will pay such withholding tax to the relevant tax authority and promptly provide Licensor with tax receipts evidencing payment of the withholding tax and will use all reasonable endeavours to assist the Licensor to obtain any available tax exemption, tax credit, or tax reduction in respect of such withholding tax.
 - 2.8. Where there is a double tax treaty concluded between Malaysia and the country of the Licensor which provides for exemption or reduction of the applicable withholding tax percentage, iflix shall deduct the withholding tax amount as per the percentage referred to in the applicable double tax treaty from payments made to the Licensor, provided that prior to payments being made to the Licensor, the Licensor shall provide iflix with the Certificate of Residence evidencing its tax resident status in the country of the Licensor.
- ### **3. SPECIAL TERMS**
- 3.1. If indicated in the Key Commercial Terms, each Initial License Period hereunder shall be automatically extended on a rolling basis for a period of one (1) year (each such extension an “**Extension Period**”), unless either Party notifies the other no later than thirty (30) days prior to the end of the Initial License Period (or Extension Period as the case may be) that they do not wish the License Period to continue.
 - 3.2. The placement and positioning of the Licensed Programs within the user interface of the Program Service shall be at iflix’s discretion. Nothing in this Agreement shall restrict iflix from

surfacing the Licensed Programs in 'channels' or branded, themed or genre areas.

- 3.3. During the Term, iflix shall have the right but not the obligation to create a Licensor branded environment within the Program Service ("**Branded Area**"). Licensor grants iflix a non-exclusive license to use any logos and trademarks owned and/or controlled by Licensor for the purpose of (i) creating any Branded Area hereunder; and (ii) promoting and marketing the Licensed Programs and the Program Service.

4. OTHER RIGHTS OF iflix

4.1. iflix may:

- (a) if an Authorised Language Version of a Licensed Program is not available, create such version at iflix's sole cost and expense ("**iflix-created Subs/Dubs**"), and all rights to iflix-created Subs/Dubs will be owned 100% by iflix in perpetuity. Licensor shall not be granted access rights to iflix-created Subs/Dubs unless otherwise agreed in writing by iflix; iflix shall provide Licensor with access to iflix-created Subs/Dubs at the end of the License Period provided that: (a) Licensor pays to iflix fifty per cent (50%) of all costs and expenses incurred by iflix to produce the iflix-created Subs/Dubs; and (b) Licensor shall not exploit and/or authorise the exploitation of the iflix-created Subs/Dubs on any OTT platform and/or any service which competes with the Program Service (when considered on a Territory by Territory basis.
- (b) at iflix's cost, edit, alter or modify the Licensed Programs as is necessary and reasonably practicable for the purposes of formatting or producing a version to comply with time restrictions, to accommodate censorship laws or other laws or regulatory requirements or cultural sensitivities in the Territories, provided that if censorship laws or other laws or regulatory requirements or cultural concerns in any of the Territories restrict iflix's ability to include a Licensed Program on the Program Service, iflix may remove that Licensed Program and shall not be obliged to pay any further Share of Net Advertising Revenue in respect of that Licensed Program;
- (c) create sub-masters and other copies of the Delivery Materials as are reasonably necessary in order to exercise the rights granted to it under to this Agreement;
- (d) reproduce and exhibit still images and moving clips excerpted from the Licensed Program (with or without the accompanying soundtrack or as audio material only) ("**Shortform Material**") and include the Shortform Material in programs and trailers made or commissioned by iflix ("**iflix-created Content**");
- (e) exhibit the Shortform Material, the iflix-created Content and online promotional materials provided by Licensor for the Licensed Program in any media via the internet; and
- (f) (i) insert advertisements and sponsorship billboards at appropriate intervals in and around the exhibition of the Licensed Program (whether display, interstitial or otherwise); (ii) insert sponsorship credits on thumbnail imagery of the Licensed Program on the Program Service, and (iii) include the Licensed Program in any sponsored seasons, slots, channels, rails or branded areas within the Program Service.

5. DELIVERY OF LICENSED PROGRAMS

- 5.1. Licensor shall deliver the Delivery Materials for each Licensed Program to iflix in accordance with iflix's technical specification (as may be amended from time to time).
- 5.2. Delivery Materials to be delivered on such date specified in the Key Commercial Terms, or if no date specified, on the earlier of ninety (90) days from signature and forty five (45) days prior to the applicable License Period for each Licensed Program.

- 5.3. Licensor will at its own cost promptly rectify any technical defects in the Delivery Materials as notified by iflix to Licensor.

6. WARRANTIES AND LIMITATIONS OF LIABILITY

6.1. Licensor represents, warrants and undertakes that:

- (a) Licensor is a corporation validly existing and of good standing under the laws of the jurisdiction in which Licensor is located or incorporated;
- (b) Licensor possesses full power and authority and has all necessary rights to enter into and perform this Agreement including, without limitation, to grant the license granted to iflix under paragraph 1.1 of these GTCs;
- (c) neither the Licensed Programs nor any part thereof nor the exploitation of the Licensed Programs by iflix in accordance with this Agreement violates or will violate or infringes or will infringe any copyright, "moral right", trademark or any other protected right of or agreement with, any person, nor will the same be obscene, defamatory, incite hatred or be otherwise contrary to law;
- (d) The performing rights in the music contained in the Licensed Programs are:
- i. controlled by performing rights society having jurisdiction in the Territories; or
 - ii. in the public domain; or
 - iii. controlled by Licensor to the extent necessary for iflix to exercise the rights granted to it under this Agreement,

provided that, notwithstanding the foregoing, nothing contained in this paragraph will limit or reduce any obligation, if any, owed by iflix for the payment of public performance license fees/royalties for the use of the Licensed Programs on the Program Service, as are customarily paid in its usual course of business; and

- (e) subject to paragraph 6.1(d) above, the Licensed Programs will be delivered on a fully cleared and paid for basis and it has secured all consents necessary for iflix to exercise the rights granted hereunder without the requirement for any further payment (whether by way of residual, repeat fee, royalty, licence fee or other payment to Licensor or any third party including without limitation any contributors to the Licensed Programs.

- 6.2. Licensor shall indemnify and hold harmless iflix in respect of any losses, costs, expenses (including reasonable legal expenses) or other liabilities arising from:

- (a) any claim, obligation, action, demand, proceedings, damages, liabilities, requests for payment or penalties of any nature whatsoever, whether proven or not, arising from the exercise of the rights granted to iflix under or in relation to the subject matter of this Term Sheet;
- (b) any breach of any holdback set out in the Key Commercial Terms; and
- (c) any breach of any representation or warranty made by Licensor hereunder

- 6.3. Notwithstanding anything to the contrary contained herein, to the extent permitted by applicable law, neither Party shall be liable to the other for any (i) incidental, (ii) consequential, (iii) indirect or (iv) special loss or damage, provided always that no provision in this paragraph 6.3 shall be construed as limiting the liability of a party for death or personal injury caused by negligence.

- 6.4. iflix makes no representation as to the availability of the Licensed Programs on the Program Service and shall not be liable for any loss suffered or incurred in connection with or arising from any interruption or other failure to the transmission, reception or distribution of the Licensed Programs on the Program Service.

7. TERMINATION

- 7.1. Unless terminated earlier in accordance with the provisions of this Agreement, this Agreement will commence on the Effective Date and will expire at the end of the Term.
- 7.2. Either Party will have the right by thirty (30) days' written notice to the other Party to terminate this Agreement on a Licensed Program by Licensed Program basis and this Agreement will remain in full force and effect in relation to the other Licensed Programs.
- 7.3. As from the date of termination of this Agreement (either in whole or part as the case may be):
- (a) iflix will have no further right to exhibit or make available on the Program Service any Licensed Programs in respect of which this Agreement has been terminated;
 - (b) within sixty (60) days following the end of the quarter in which termination (either in whole or part as the case may be) of this Agreement occurs, iflix shall provide a final Net Revenue Report and Licensed Program Report for the Licensed Program(s) in respect of which this Agreement has been terminated. Any Share of Net Advertising Revenue or SVOD License Fee accrued up to the date of termination ("Final Payment") shall be payable in accordance with the provisions of paragraph 2 above, which paragraph shall survive termination. For the avoidance of doubt, any Final Payment shall be payable irrespective of whether or not such Final Payment is in excess of US\$100; and
 - (c) iflix will:
 - i. remove the applicable Licensed Programs from the Program Service; and
 - ii. at iflix's discretion, destroy or return all Delivery Materials for the applicable Licensed Programs in iflix's possession to Licensor within thirty (30) days.
- 7.4. Termination or expiry of this Agreement, for whatever cause, will be without prejudice to any rights or remedies relating to any antecedent breaches of this Agreement.
- 8. CONFIDENTIALITY**
- Except where freely and legitimately available to the public prior to disclosure, the Parties shall not disclose Confidential Information to any party other than:
- (a) to its auditors, professional advisors, lenders, investors or potential investors; or
 - (b) where required by law, existing contractual obligations, any governmental or regulatory authority or by any court or other authority of competent jurisdiction to which either Party is subject.
- Neither Party will (or permit any person to) make any form of statement to the public concerning this Agreement without the prior written consent of the other Party.
- 9. NOTICES**
- Any notice or other communication to be served or made to a Party must be given by an authorised representative of such Party, in writing and must be addressed to the Party at the address specified above and copied to the email address specified below:
- iflix email: legal@iflix.com
- Licensor email: as specified in the Key Commercial Terms
- 10. MISCELLANEOUS**
- 10.1. **Assignment:** iflix is permitted to assign this Agreement to any group company of iflix (including joint venture companies) without Licensor's consent.
- 10.2. **Entire agreement:** This Agreement will be a binding and valid agreement as between the Parties, shall constitute the entire Agreement between Parties with respect to the subject matter hereof, and shall supersede all other written or oral agreements (including any antecedent deal memo or term sheet) and representations between the Parties with respect thereto.
- 10.3. **Force Majeure:** Neither Party will be liable to the other Party for its failure or delay to perform any of its obligations under this Agreement if such failure or delay is due to an event of Force Majeure, provided that if this Agreement cannot be enforced or performed according to its terms for a continuous period in excess of thirty (30) days, either Party shall have the right after the expiry of such period and at its discretion, but only while such event continues, to terminate this Agreement by giving not less than one (1) months' notice to the other Party save that such notice shall be void if, prior to its expiry, the event giving rise to the notice comes to an end.
- 10.4. **Rights under Law:** Nothing in this Agreement shall be interpreted or enforced so as in any way to limit rights under law or the exercise of any rights by iflix or its viewers to the extent that a copyright license is not required.
- 10.5. **Discretion to exhibit:** Nothing in this Agreement shall be interpreted to mean that iflix must exploit the Licensed Program(s). iflix may compose its services at its sole discretion and, unless otherwise expressly stated herein, is under no obligation to schedule or exhibit the Licensed Program(s).
- 10.6. **Amendment:** This Agreement may not be amended, modified or altered in any manner, unless such amendment, modification, or alteration is in writing and is signed by duly authorized representatives of the Parties.
- 10.7. **No waiver:** A failure or delay by either Party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. A waiver by either Party of any breach of or default under this Agreement shall not be considered a waiver of a preceding or subsequent breach or default.
- 10.8. **Counterparts:** This Agreement may be entered into in any number of counterparts each of which when so executed and delivered will be an original. A counterpart signature page of this Agreement executed by a Party and sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) will be treated as an original, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment.
- 10.9. **Governing law:** The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by reference to the Singapore International Arbitration Centre in Singapore in accordance with the arbitration rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The arbitral proceedings under this paragraph will be governed by Singapore law. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.
- 11. DEFINITIONS AND INTERPRETATION**
- 11.1. In this Agreement (including the Background, schedules and annexures) unless and except to the extent that the subject matter or context is inconsistent therewith:
- Authorised Language Versions** means the original language version of the Licensed Program, English (where English is not the language of the original version) and any other local languages as commonly spoken in the Territory.
- Advertiser supported video-on-demand or AVOD** shall mean exhibition of programming where the timing of such delivery and/or exhibition is not pre-determined, but rather is at the consumer's direction and where the consumer is required to view and/or is otherwise exposed to commercial messages or interruptions (whether advertising or sponsorship, third party or iflix and whether display, interstitial or otherwise).

Business Day means, for the purposes of serving a notice, document or other communication under this Agreement, a day, not being a Saturday, Sunday or official public holiday, on which banks are generally open for trading in the country of the intended recipient of the notice, document or other communication.

Confidential Information means the terms of this Agreement together with all information relating in any way to the business or affairs of the other Party communicated to it, for whatever purpose, during the course of negotiating this Agreement and during the Term.

Delivery Materials means, for each Licensed Program:

- (a) HD and, if not available, SD digital files:
 - (i) of the original language version; and
 - (ii) as available, other Authorised Language Versions (subtitled and dubbed),that conform to the Content Delivery Technical Specifications;
- (b) music cue sheets;
- (c) available advertising and promotional materials; and
- (d) Metadata.

Force Majeure means any so-called act of God, accident, fire, lockout, strike or other official labour dispute, union problem, riot or civil commotion, failure of technical facilities not within the reasonable control of the defaulting party, act of public enemy, enactment, rule or order or act of government (whether local or national), or other act or event of a similar or dissimilar nature beyond the reasonable control of that party which could not have been reasonably avoided.

Free video-on-demand or FVOD shall mean exhibition of programming where the timing of such delivery and/or exhibition is not pre-determined, but rather is at the consumer's discretion and where the consumer is not charged any fee or access charge, whether transactional, recurring, periodic or other.

Initial License Period means, in respect of each Licensed Program, the Initial License Period specified in Schedule 1.

License Period means the Initial License Period, together with each rolling Extension Period (if any).

Licensed Program means a Program set out in Schedule 1 of each License Agreement.

Licensed Program Report means a written report produced quarterly by iflix containing the number of Unique Viewers in such quarter per Licensed Program as generated by iflix's chosen software program and/or any successor to and/or replacement thereof, and which sets out the SVOD License Fees payable by iflix hereunder.

Metadata means, with respect to each Licensed Program, all parental advisory notices or classifications and copyright notices, together with any posters, synopses, genres, sub-genres and/or any other factual information or material associated with such Licensed Program agreed by the Parties (both acting reasonably and having full regard to industry practice for the supply of metadata to licensees).

Net Advertising Revenue means the actual amounts received by iflix from third party advertisers or sponsors in respect of advertising or sponsorship appearing within or directly related to the Licensed Program(s) within the Program Service, less the following sums:

- (a) any fees associated with securing, implementing, tracking, or reporting the advertising or sponsorship including without limitation ad serving fees, agency commissions, agency or sub-agency fees and expenses;
- (b) deductions for any clearance costs (including fees paid to collecting societies), taxes, bad debts, refunds, production

fees, credit card processing fees, third party data fees and other costs as reasonably determined by iflix; and

- (c) any costs and expenses incurred by iflix as a result of any breach of this Agreement by Licensor.

Net Advertising Revenue shall not include: (i) any implied fees for iflix promotions; and/or (ii) advertisements or sponsorship appearing generally on the Program Service which are not directly related to the Licensed Program(s).

Party means either iflix or Licensor.

Program Service means the internet entertainment service operated by iflix (or an Affiliate of iflix) currently known as 'iflix' comprising one or more tiers, any of which may contain advertising and sponsorship.

Quarter End Date means each of 31 March, 30 June, 30 September and 31 December.

Subscriber means a person who is authorised by iflix to access certain parts of the Program Service in exchange for being charged a periodic fee for the privilege of accessing such parts of the Program Service.

Subscription Video-on-Demand or SVOD means exhibition of programming where the timing of such delivery and/or exhibition is not pre-determined, but rather is at the consumer's discretion and where the consumer is charged a periodic fee to access content on the service (which fee: (i) may include bonus content and (ii) may consist of consideration other than pure monetary consideration) and, for the avoidance of doubt, where no "per transaction" or "per exhibition" charge is made to the consumer as a condition of receiving and/or viewing any particular item of content.

Term means the period commencing on the Effective Date and ending on the last surviving License Period.

Unique Viewer means each unique Subscriber account registered by the iflix software program as having viewed a Licensed Program for an uninterrupted period of ten (10) seconds or longer in any given month.

- 1.1. In this Agreement (including the recitals) unless the subject or context otherwise requires words importing the singular will include the plural and vice versa, words importing any gender will include any other gender and words importing persons will include bodies corporate and incorporate and vice versa.
- 1.2. Headings will not affect the interpretation of this Agreement.

LIST OF TERRITORIES

REGION	COUNTRY	REGION	COUNTRY	REGION	COUNTRY	REGION	COUNTRY	REGION	COUNTRY
APAC	Malaysia	CAR	Anguilla	MENA	Afghanistan	SSA	Angola	SSA (contd)	Sierra Leone
	Thailand		Antigua and Barbuda		Bahrain		Benin		Somalia
	Philippines		Aruba		Cyprus		Botswana		South Africa
	Indonesia		Barbados		Iran		Burkina Faso		Sudan
	Vietnam		Belize		Iraq		Burundi		Swaziland
	Cambodia		Bermuda		Jordan		Cameroon		Tanzania
	Brunei		Bonaire, Saint Eustatius and Saba		Kuwait		Cape Verde		Togo
	Myanmar		Cayman Islands		Lebanon		Central African Republic		Uganda
	Laos		Curaçao		Oman		Chad		Western Sahara
	Maldives		Dominica		Palestine		Comoros		Zambia
	Mongolia		French Guiana		Qatar		Congo (Brazzaville)		Zimbabwe
	Pakistan		Grenada		Saudi Arabia		Congo (Democratic Republic)	LATAM	Argentina
	Bangladesh		Guadeloupe		UAE		Côte d'Ivoire		Bolivia
	Sri Lanka		Guyana		Yemen		Djibouti		Brazil
	Nepal		Haiti		Algeria		Equatorial Guinea		Chile
	Bhutan		Jamaica		Chad		Eritrea		Colombia
	Cook Island		Martinique		Djibouti		Ethiopia		Costa Rica
	Fiji		Montserrat		Egypt		Gabon		Ecuador
	Nauru		Saint Kitts and Nevis		Libya		The Gambia		Guatemala
	Niue		Saint Lucia		Mauritania		Ghana		Honduras
	Micronesia		Saint Vincent and the Grenadines		Morocco		Guinea		Mexico
	Kiribati		Suriname		Somalia		Guinea-Bissau		Nicaragua
	Papua New Guinea		Trinidad and Tobago		South Sudan		Kenya		Paraguay
	Western Samoa		Turks and Caicos Islands		Sudan		Lesotho		Peru
	Solomon Islands		Virgin Islands, British		Tunisia		Liberia		Uruguay
	Tuvalu		El Salvador				Madagascar		Venezuela
	Tonga		Panama				Malawi		
	Vanuatu	CIS	Armenia				Mali		
	New Caledonia		Azerbaijan				Mauritania		
	Timor Leste		Belarus				Mauritius		
			Georgia				Mozambique		
			Kazakhstan				Namibia		
			Kyrgyzstan				Niger		
			Moldova				Nigeria		
			Russia				Réunion		
			Tajikistan				Rwanda		
			Turkmenistan				Sao Tome and Principe		
			Ukraine				Senegal		
			Uzbekistan				Seychelles		