

Phonographic
Performance
(Ireland) Ltd

PPI House
1 Corrig Avenue
Dun Laoghaire
Co Dublin
Ireland

Tel: 01 280 5977
Fax: 01 280 6579
Email info@ppiltd.com

CHAIRMAN
D Woods (UK)

DIRECTORS
W Kavanagh
R MacGorain
F Middleton
D Pennefather
J P Sheehan

Reg in Ireland: as above.
Reg. No. 27726

Teresa Kenny
Rannóg Dlí
TG4
Lána an Mhuilinn
Bóthar Maudlin
Ceanannas
Co. na Mí

2 August, 2001

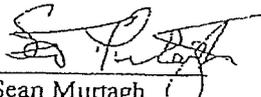
Dear Teresa

I wish to confirm that PPI is willing to licence the broadcasting by TG4 of sound recordings subject to the control of PPI on the following terms:

1. The licence period shall be deemed to have commenced on 1st January 1998 and shall end on 31st December 2002.
2. The amount payable per annum shall be IR£10,000, adjusted in the second and subsequent years in line with the Consumer Price Index. For the sake of clarity, the fee in respect of the calendar year 1999 is IR£10,290 (+2.9%); 2000 is IR£10,496 (+2%); and 2001 is IR£11,231 (+7%).
3. The annual fee shall be payable quarterly. An invoice shall be issued during each Quarter, for payment no later than 30 days after the end of the Quarter.
4. The licence fee shall also be deemed to confer on TG4, and 3rd parties from whom TG4 commissions programming, the right to dub or otherwise reproduce sound recordings subject to PPI's control, for the sole purpose of their inclusion in programmes and subsequent broadcast or otherwise causing same to be played in public
5. PPI is authorised to make this Agreement and PPI indemnifies TG4 against any claims from any other parties in respect of the use of sound recordings.

I would be obliged if you would indicate your agreement to the foregoing by signing in the space indicated below and returning the signed copy to me.

Yours sincerely


Sean Murtagh
Head of Operations

Agreed for and on behalf of TG4


Teresa Kenny
Rannóg Dlí

Phonographic
Performance
(Ireland) Ltd

PPI House
1 Corrig Avenue
Dun Laoghaire
Co Dublin
Ireland

Tel: 01 280 5977
Fax: 01 280 6579
Email info@ppi1td.com

Teresa Kenny
Rannóg Dlí
TG4
Lána an Mhuilinn
Bóthair Maudlin
Ceanannas
Co. na Mí

17 August 2001

Dear Teresa

PPI / TG4 AGREEMENT

Following our discussions, I wish to set out hereunder the terms of our Agreement:

1. DURATION

This Agreement shall be deemed to have effect from 1st January 1999 until 31 December 2002.

2. BROADCASTING OF MUSIC VIDEOS

(a) Rates

TG4 shall pay PPI for the broadcasting of music videos as follows:

- (i) IRE33.02 per music video for 1999 (index linked) on first transmission
- (ii) IRE16.51 (or 50% of full rate - index linked) per music video when broadcast in a repeat transmission within 7 days of first transmission. A repeat transmission means a programme re-broadcast in its entirety with no additions or omissions to the content.
- (iii) IRE8.25 (or 25% of full rate - index linked) per second and subsequent repeat transmission within 14 days of first transmission.
- (iv) For 2000 and subsequent years, these rates shall be adjusted in line with the Consumer Price Index (CPI). The 2000 full per-play rate shall be IRE33.68. The 2001 full per-play rate shall be IRE35.02.

CHAIRMAN
D Woods (UK)

DIRECTORS
W Kavanagh
R MacGorain
F Middleton
D Pennefather
J P Sheehan

(b) Free Transmissions

- (i) TG4 shall be entitled to broadcast a maximum of three fifteen second music video clips per programme free of charge provided the music videos are all subsequently broadcast in full in that programme.
- (ii) For the purposes of promoting a programme, TG4 shall be entitled to unlimited broadcast of music video clips provided that no clip shall exceed 10 seconds in duration and shall be broadcast in full during the programme being promoted.

(c) Strict Liability

TG4 is strictly liable for payment for the broadcasting of PPI's members' music videos in programmes commissioned by TG4. TG4 shall however use its best endeavours to ensure prior to broadcast that the producers of all such programming have obtained all necessary clearances (including that of PPI). This Agreement does not cover the broadcasting by TG4 of programming acquired by it by way of licence for broadcast and consisting predominantly of music videos selected and arranged into a programme."

(d) Logs

TG4 undertakes to supply television programme logs for all programmes covered by this Agreement incorporating music videos.

(e) Exclusions

The following is expressly excluded form this Agreement:-

- (i) Broadcasting of long-form music videos, i.e. music videos in excess of 20 minutes duration
- (ii) Sequencing of more than 3 music videos by the same artist without the prior agreement of PPI
- (iii) Editing or adapting any music video other than the showing of extracts (fadeouts are permitted)
- (iv) Interruption of a music video for a commercial break.

3. TERRITORY

The Agreement covers the terrestrial broadcasts (including cable and MMDS re-transmissions) and direct to home delivery via satellite of TG4 in the Republic of Ireland.

4. EXPORT / SATELLITE UPLINK

Where TG4 sells or supplies a programme substantially based on music videos produced or commissioned by TG4 to a broadcaster or cable company in another jurisdiction, a royalty of 8.5% of the revenue received by TG4 (net of any agency commissions and distribution expenses) for the supply shall be payable. Where programming is not substantially based on music videos, then a pro rata reduction shall be applied. This royalty shall cover the supply of the programme either on tape or via satellite direct from the Republic of Ireland to the broadcaster or cable company. It does not cover the subsequent re-transmission by that broadcaster or cable company.

5. PAYMENT TERMS

Payment of all royalties shall be made quarterly in arrears within 30 days of the end of each calendar quarter. Royalties which have accrued to date under this Agreement shall be agreed and discharged with the first quarterly payment due hereunder. All payments due hereunder are subject to Value Added Tax at the prevailing rate (currently 20%).

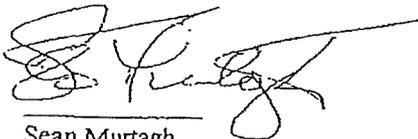
6. INDEMNITY

PPI is authorised to make this Agreement and PPI indemnifies TG4 against any claims from any other parties in respect of the broadcast of music videos.

Please indicate your agreement by signing below and returning one copy to me. I look forward to hearing from you.

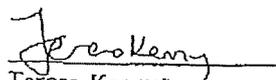
Kind regards

Yours sincerely
PPI



Sean Murtagh
Head of Operations

Agreed
For and on behalf of TG4



Teresa Kenny
Rannóg Dlí



Phonographic
Performance
(Ireland)
Company
Limited by
Guarantee

PPI
63 Patrick Street
Dun Laoghaire
Co Dublin
Ireland

Tel: +353 1 280 5977
Email: info@ppimusic.ie
Web: www.ppimusic.ie

CHAIRMAN
Dennis Woods (UK)

DIRECTORS
P Creed
M Crossingham (UK)
A Donnelly
A Hennessy
W Kavanagh

Reg in Ireland as above
Reg. No. 27726

The Controller of Industrial Property
Patents Office
Government Buildings
Hebron Road
KILKENNY

25th November 2020

Our Ref: HS/

Cable Retransmissions

Dear Sir

PPI as the Irish Collecting society representing Sound Recording companies has certain rights in those TV and radio retransmissions. IMRO administers the agreement, collects the payments from the retransmissions and distributes the payments after deduction of administration fees amongst rights holders, being broadcasters and copyright collection agencies including PPI.

The Channels are:-

BBC: BBC 1 SD & HD, BBC 2 SD & HD, BBC 4 SD & HD, CBBC SD & HD, Cbeebies SD & HD, and BBC News SD & HD.

ITV: ITV 3, ITV 4,

PPI licences the retransmission in the Republic of Ireland of sound recordings other than sound recordings the relevant copyright in which is owned or controlled by BBC / ITV

PPI receives 2% of the per subscriber amount charged by the Broadcaster and other collection services to the relevant operator of the retransmission service.

Yours sincerely


HELEN SHEEHY
HEAD OF LEGAL AFFAIRS

THIS AGREEMENT is made on the *2nd day of May 2025*

BETWEEN: -

PHONOGRAPHIC PERFORMANCE (IRELAND) COMPANY LIMITED BY GUARANTEE, a company incorporated and registered in Ireland under number 27726, whose registered office is at 63 Patrick Street, Dun Laoghaire, County Dublin (**PPI**)

AND

RAIDÍÓ TEILIFÍS ÉIREANN, a company incorporated and registered in Ireland under number 155076, whose registered office is at RTÉ Head Office, Donnybrook, Dublin 4 (**Licensee**)

BACKGROUND:

- A. PPI has been authorised by its Members to license certain rights in Sound Recordings in the Territory.
- B. The Licensee wishes to include Licensed Recordings in its Licensed Services.
- C. PPI is willing to grant the Licensee a licence to use Licensed Recordings in the Licensee's Licensed Services, and the Licensee wishes to accept such a licence, on the terms of this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The words and phrases contained in this Agreement shall have the following meanings:

Acquired Television Programme	a television programme, which is not a Music Programme or a Single Artist Programme, which has been acquired by the Licensee subsequent to the production of that programme and which was commissioned, financed or produced by a third party without the financial involvement of the Licensee;
Broadcast	a broadcast as defined in the CRRA but excluding all Internet transmissions;
Business Day	any day of the week (Monday to Friday inclusive) which is not a bank or public holiday in the Territory;
Cable Service	a cable programme service as defined in the CRRA, excluding all Internet Transmissions;
Content Report	a report provided from the Licensee to PPI in accordance with Clause 6.7 which shall contain (i) the number of Programmes Made Available

on each Licensee Platform; and (ii) the total number of hours of content that are Made Available on each Licensee Platform for each of the following categories of Programme:

- (a) Music Programmes and/or Single Artist Programmes that are made or commissioned by the Licensee;
- (b) Music Programmes and/or Single Artist Programmes that are acquired by the Licensee;
- (c) Acquired Television Programmes;
- (d) RTE Television Programmes;
- (e) RTE Player Originals;
- (f) Radio Programmes; and
- (g) Podcasts;

CPI	the Consumer Price Index published by the Central Statistics Office expressed as a percentage increase or decrease for the 12 months to the most recent October;
CRRA	the Copyright and Related Rights Act, 2000 (as amended including, but not limited to, the amendments by the Copyright and Other Intellectual Property Law Provisions Act 2019);
Film	as defined in the CRRA;
Force Majeure	any event reasonably outside the control of either party which causes an interruption to, or materially hampers or materially interferes with, the exercise by the Licensee of the licence granted, or the performance by either party of its obligations, under this Agreement;
Internet	the electronic communications network that connects computer networks and organisational computer facilities around the world using standardised communication protocols, popularly known as "the internet", whether accessible via the world wide web, mobile, the internet of things or otherwise, and regardless of the device or medium of access;
Internet Simulcast	the continuous delivery of any Channel or Radio Station via the Internet to a user in real-time only (without recourse to any intermediate file copy, other than a transient copy) and without enabling the user to download or otherwise retain a copy of such transmissions, but which may as part of such delivery also utilise Broadcast and/or Cable Service transmissions and/or mobile telephony networks and/or wireless transmission, but only to the extent that such transmission takes place simultaneously with and is materially unaltered from the Broadcast or delivery via a Cable Service of such Channel or Radio Station, save for the substitution of different trailers or advertisements, modifications for technical, regulatory and clearance reasons and/or formatting changes, and provided always that the transmission remains substantially unaltered overall;
IPTV	internet protocol television, a form of cable distribution, whereby

audiovisual content is distributed to subscribers using an internet connection with a dedicated bandwidth allocation by means of which the content is delivered to a reception device identifiable by a unique IP number within a closed network. For the avoidance of doubt IPTV does not include wireless distribution by any means;

Licence Period	the period from 1 January 2023 until 31 December 2025 (inclusive);
Licence Year	the 12-month period commencing on 1 January in any given calendar year during the Licence Period;
Licensed Recording	those Sound Recordings which are from time to time within the Repertoire;
Licensed Services	each of: (a) the Channels; (b) the Radio Stations; (c) the Internet Simulcast of the Channels and the Radio Stations; and (d) the Making Available of the Channels, the Radio Stations and any Online Programmes and/or Permitted Online Promotions and/or Podcasts; as licensed under Clause 2.1;
Licensee Platform	the following platforms: (a) the website owned by and operated under the sole editorial control of the Licensee known at the time of signature as www.rte.ie ; (b) the Licensee Radio Player; or (c) the Licensee Television Player;
Licensee Radio Player	the Licensee's product and service for the Internet Simulcast and Making Available of Radio Programmes and Podcasts, known at the date of this Agreement as RTÉ Radio Player (or any successor to that service and product introduced by the Licensee during the Licence Period as a replacement for, and that performs an equivalent function to, RTÉ Radio Player);
Licensee Television Player	the Licensee's product and service for the Internet Simulcast and Making Available of Television Programmes, known at the date of this Agreement as RTÉ Player (or any successor to that service and product introduced by the Licensee during the Licence Period as a replacement for, and that performs an equivalent function to, RTÉ Player);
Make Available	to make available to the public under section 40(1)(a) of the CRRA (and "Making Available" and "Made Available" shall be construed accordingly);
Members	PPI's members from time to time, the list of which (which may be amended unilaterally by PPI from time to time) is available on PPI's website at www.ppimusic.ie or as notified to the Licensee in accordance

with Clause 4.4;

- Music Programme** a Television Programme where:
- (a) 15% or more the Television Programme's running time consists of Licensed Recordings and/or Music Videos; and
 - (b) the primary subject matter of the Television Programme pertains to music, including but not limited to the life and/or career of any music artist(s) or band(s), musical genres, musical eras, musical instruments, music awards, music charts, music countdowns and/or music statistics;
- Music Television Channel** a television channel which, over the course of a calendar year, consists of Programming Content which contains 15% or more Licensed Recording and/or Music Video usage;
- Music Videos** any Film or extract from a Film made, used or supplied at any time for the purposes of accompanying or being in any way associated with a discrete musical work (commonly referred to as a "Short Form" Music Video);
- Online Programme** a Programme (or an extract of a Programme) made available from one or more Licensee Platforms;

Podcast	an on-demand only audio programme containing PPI Repertoire available on the Licensee Platform, the Podcast Content of which contains no more than 15% (fifteen percent) PPI Repertoire and uses no more than 30 (thirty) seconds of any given Sound Recording;
Podcast Content	the content of a Podcast, including any Sound Recordings, interviews, speech or other content created specifically for the Podcast, but excluding all other material (such as advertising, promotions, sponsorship slots and trailers);
Programme	a Television Programme or a Radio Programme;
Programming Content	the transmitted content of a Channel or Radio Station, including Television Programmes, Radio Programmes, Permitted Promotions and Music Videos but excluding all other material (such as advertising, promotions, sponsorship slots, trailers, station announcements and station identity signals);
Quarter	each three-monthly period commencing 1 January, 1 April, 1 July and 1 October;
Radio Programme	a radio programme made by or for the Licensee (or otherwise acquired by the Licensee) and Broadcast on the Radio Stations;
Radio Station	the radio stations operated by the Licensee at the date of this Agreement, identified in Schedule 1;
Repertoire	all those Sound Recordings in respect of which PPI owns or controls the rights granted to the Licensee under Clause 2.1;
Relevant Member	the member(s) of PPI through which PPI controls the rights granted in Clause 2.1 in respect of any given Licensed Recording;
Relevant Third Party Operator (Radio)	each of the Third Party Operators authorised and/or licensed by RTE to retransmit any of the Radio Stations as identified in

Schedule 2 and/or which are added to this Agreement pursuant to Clause 2.7;

Relevant Third Party Operator (TV) each of the Third Party Operators authorised and/or licensed by RTÉ to retransmit any of the Channels as identified in Schedule 2 and/or which are added to this Agreement pursuant to Clause 2.6;

RTE Player Original a television programme, which is not a Music Programme or a Single Artist Programme, which has been produced or commissioned by the Licensee and is Made Available on the Licensee Television Player but for which there is no linear transmission whether via Broadcast, Cable Service or Internet Simulcast or otherwise;

RTE Television Programme a television programme produced or commissioned by the Licensee that is Transmitted via a Licensed Service and is not a Music Programme or a Single Artist Programme;

Signature Music the use of a Sound Recording in association with the opening or closing credits or other distinctive segment of a series of three or more Programmes, whether Transmitted consecutively or not;

Single Artist Programme a Television Programme where both of the following conditions are met:
(a) the subject matter of the Television Programme predominantly relates to a single music artist or band (the "**Single Artist**") (which includes Television Programmes where the subject matter also relates to other artists or bands with whom the Single Artist has written, recorded and/or performed); and
(b) the Television Programme contains Licensed Recordings pertaining to the Single Artist;

Sound Recording a sound recording as defined in the CRRRA provided that it is for sale legally to the general public in the Territory, either physically in a retail shop or from an internet outlet or digitally from a commercial download or streaming site;

Streaming upon the on-demand request of a user, the continuous delivery via the Internet of audio-visual or audio-only transmissions (including Licensed Recordings) from a Licensee Platform to a user in real-time only (without recourse to any intermediate file copy, other than a transient copy) and without enabling the user to download or otherwise retain a copy of such transmissions, and the noun "**Stream**" and the verb "**to Stream**" shall be construed accordingly;

Television Programme a television programme made by or for the Licensee, or otherwise acquired by the Licensee which is Transmitted via a Licensed Service;

- Territory** The Republic of Ireland;
- Third Party Operators** a person or entity operating in the Territory and providing cable and/or fibre services and/or satellite services and/or IPTV and/or Internet Simulcast services;
- Third Party Player Hosts** each of the platforms and operating systems authorised and/or licensed by RTE to host and/or provide access to the Licensee Television Player and/or the Licensee Radio Player as identified in Schedule 3 and/or which are added to this Agreement pursuant to Clause 2.8;
- Transmit** to Broadcast, deliver via a Cable Service, Internet Simulcast, Make Available, Stream or otherwise transmit (and Transmission and Transmitted shall be construed accordingly);
- Consumption Hours** in relation to any given period:
- (a) the cumulative number of hours each Channel has been viewed;
 - (b) the cumulative number of hours each Channel has been Streamed via Internet Simulcast (taking into account the number of Streams and the length of each Stream);
 - (c) the cumulative number of hours each Radio Station has been listened to;
 - (d) the cumulative number of hours each Radio Station has been Streamed via Internet Simulcast (taking into account the number of Streams and the length of each Stream); and
 - (e) the cumulative number of hours of Streaming in respect of any given Online Programme or Permitted Online Promotion or Podcast (taking into account the number of Streams and the length of each Stream);
- (so that, by way of example only, if there are one hundred Streams of

an Online Programme in one day, and each of those Streams was 30 minutes in duration, the cumulative duration (in hours) of Streaming of that Online Programme for that day would be 50 hours).

1.2 Clause headings used in this Agreement are for ease of reference only, and do not form part of this Agreement.

1.3 The schedules are part of this Agreement and have effect as if set out in full in the body of this Agreement, and any reference to this Agreement includes the schedules.

1.4 References to any law, regulation or statutory provision include references to such law, regulation, or provision as modified, codified or re-enacted from time to time.

1.5 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the others;
- (c) references to a person include reference to an individual, a partnership, a company, a corporation and any other legal entity;
- (d) references to the word "including" do not imply any limitation;
- (e) references to days and months are, respectively, to calendar days and calendar months;
- (f) references to years of the Licence Period are to calendar years; and
- (g) references to the Background are to the section headed "Background" in this Agreement, and references to any Clause or schedule are to the relevant Clause or schedule of this Agreement.

2. GRANT OF RIGHTS

2.1 Subject to the terms and conditions of this Agreement, PPI hereby grants to the Licensee a non-exclusive licence during the Licence Period and in the Territory:

Television Services

- (a) to Broadcast Licensed Recordings on the Channels as part of Television Programmes and Permitted Promotions;
- (b) to deliver via Cable Licensed Recordings on the Channels as part of Television Programmes and Permitted Promotions but only to the extent that such Cable Service is received within the Territory (and, to the extent that such delivery includes any retransmissions (other than Internet Simulcasts) of the Licensee's original transmission, to authorise a Relevant Third Party Operator (TV) to carry out such retransmissions);
- (c) to deliver Licensed Recordings as part of Television Programmes and Permitted Promotions by means of Internet Simulcast of the Channels but only to the extent that such Internet Simulcast

is received within the Territory (and, to the extent that such delivery includes any retransmissions of the Licensee's original transmission, to authorise a Relevant Third Party Operator (TV) to carry out such retransmissions via Internet Simulcast);

- (d) to Make Available for Streaming Licensed Recordings as part of audio-visual Online Programmes and/or Permitted Online Promotions, but only to the extent that such Streams are received within the Territory and that:
 - i. such Streams originate from a Licensee Platform;
 - ii. such Streams are presented as being a Stream of an Online Programme and/or a Permitted Online Promotion rather than a distinct Stream of a Licensed Recording;
 - iii. in the case of Online Programmes which are not RTE Player Originals, such Online Programme is not altered from its original Broadcast with the effect that it entirely or substantially consists of standalone Licensed Recordings or becomes a Music Programme; and
 - iv. any Online Programme is only Made Available by the Licensee during the applicable Permitted Window;

Radio Services

- (e) to Broadcast Licensed Recordings on the Radio Stations as part of Radio Programmes and Permitted Promotions;
- (f) to deliver via a Cable Service Licensed Recordings on the Radio Stations as part of Radio Programmes and Permitted Promotions but only to the extent that such Cable Service is received within the Territory (and, to the extent that such delivery includes any retransmissions (other than Internet Simulcasts) of the Licensee's original transmission, to authorise a Relevant Third Party Operator (Radio) to carry out such retransmissions;
- (g) to deliver Licensed Recordings as part of Radio Programmes and Permitted Promotions by means of Internet Simulcast of the Radio Stations but only to the extent that such Internet Simulcast is received within the Territory (and, to the extent that such delivery includes any retransmissions of the Licensee's original transmission, to authorise a Relevant Third Party Operator (Radio) to carry out such retransmissions via Internet Simulcast;
- (h) to Make Available for Streaming Licensed Recordings as part of audio-only Online Programmes and/or Permitted Online Promotions and/or Podcasts, but only to the extent that such Streams are received within the Territory and that:
 - i. such Streams originate from a Licensee Platform;
 - ii. such Streams are received in the Territory;
 - iii. such Streams are presented as being a Stream of an Online Programme and/or Permitted Online Promotions and/or Podcast rather than a distinct Stream of a Licensed Recording;

- iv. such Online Programme is not altered from its original Broadcast with the effect that it entirely or substantially consists of standalone Licensed Recordings;
 - v. any Online Programme or Podcast is only Made Available during the applicable Permitted Window; and
 - vi. the Licensee shall not provide any interactive functionality that specifically permits (or is intended to permit) users to skip directly to (or otherwise directly access) the start of any Licensed Recording;
- (i) To Make Available Podcasts as Temporary Downloads during the applicable Permitted Window;

Copying

- (j) subject always to the provisions of Clause 2.2 regarding any Initial Sync of a Licensed Recording, to copy, and to authorise third parties to copy, Licensed Recordings strictly to the extent necessary for the purpose of exercising the rights granted under Clause 2.1(a) to Clause 2.1(i) (inclusive);
- (k) to copy Licensed Recordings into Programmes and/or Permitted Promotions and/or Permitted Online Promotions and/or Podcasts for inclusion in the Licensed Services (subject always to the terms and conditions of this Agreement) provided that:
 - i. The Licensee shall remain responsible for obtaining a music cue sheet from the third party responsible for the production of such Programmes and/or Permitted Promotions and/or Permitted Online Promotions. Any such music cue sheet supplied by third parties to the Licensee must contain all information necessary to satisfy the reporting obligations under Clause 6 and Schedule 2; and
 - ii. this Agreement does not grant, and shall not be construed as granting, any rights to the Licensee or any third party including in relation to the copying or retention of copies of any Licensed Recordings (whether or not within a Programme, Permitted Promotion or Permitted Online Promotion), save as expressly permitted under this Agreement or as may be otherwise separately licensed by PPI;
- (l) to copy Licensed Recordings solely as necessary for, and solely for the purpose of, delivery of Licensed Recordings as part of Television Programmes and/or Permitted Promotions to Relevant Third Party Operators (TV) which:
 - i. carry the Broadcast in the Territory of the Channels on which Television Programmes and/or Permitted Promotions are Broadcast on their network; and/or
 - ii. deliver via a Cable Service the Channels in the Territory on which Television Programmes and/or Permitted Promotions are transmitted on their network; and/or
 - iii. deliver via Internet Simulcast the Channels in the Territory on which Television Programmes and/or Permitted Promotions are transmitted on their network; and/or
 - iv. Make Available Television Programmes to their subscribers or customers in the Territory

provided that such Relevant Third Party Operators (TV) are also either

Broadcasting or delivering via a Cable Service or Internet Simulcast the Channels in accordance with Clauses 2.1(l)i or 2.1(l)ii or 2.1(l)iii;

the copying licensed under this Clause 2.1(l) is for the purpose of supply to Relevant Third Party Operators (TV)'s services that make Television Programmes available for viewing in the Territory only and for no specific consideration and expressly excludes copying for supply to any subscription video on demand services whether in the Territory or elsewhere;

(m) to copy Licensed Recordings solely as necessary for, and solely for the purpose of, delivery of Licensed Recordings as part of Radio Programmes and/or Permitted Promotions to Relevant Third Party Operators (Radio) which:

- i. carry the Broadcast in the Territory of the Radio Stations on which Programmes and/or Permitted Promotions are Broadcast on their network; and/or
- ii. deliver via a Cable Service the Radio Stations in the Territory on which Radio Programmes and/or Permitted Promotions are transmitted on their network; and/or
- iii. deliver via Internet Simulcast the Radio Stations in the Territory on which the Radio Programmes and/or Permitted Promotions are transmitted on their network,

the copying licensed under this Clause 2.1(m) is for the purpose of supply to Relevant Third Party Operators (Radio)'s services that make Radio Programmes available for listening in the Territory only and for no specific consideration and expressly excludes copying for supply to any subscription radio services whether in the Territory or elsewhere.

2.2 The Licensee hereby acknowledges and agrees that no rights are granted in this Agreement in respect of the initial synchronisation of a Licensed Recording into any Acquired Television Programme (the "Initial Sync").

2.3 PPI agrees and acknowledges that the rights granted to the Licensee in Clause 2.1:

- (a) include the right to authorise any subcontractor and/or other third party to carry out such technical acts (all in accordance with the terms of this Agreement) as may be required to enable the Licensee to exercise its rights hereunder;
- (b) are without prejudice to any rights or remedies the Licensee, a viewer of the Licensed Service and/or any other third party may have at any time under the CRRA or otherwise at law; and
- (c) whilst noting always that this Agreement does not grant, and shall not be construed as granting, any rights to third party service providers to Transmit, or copy, or retain any copy of, any Licensed Recordings (whether or not in a Programme, Permitted Promotion or Permitted Online Promotion).

2.4 For the avoidance of doubt:

- (a) no rights in respect of the playing in public of Licensed Recordings (whether within or outside the Territory) are granted under this Agreement;
- (b) no rights in respect of the permanent download, also known as download to own, of any Licensed

Recording are granted under this Agreement;

- (c) all transmissions made solely for closed proprietary systems and/or closed private networks are excluded from the scope of this Agreement;
- (d) the rights granted under Clause 2.1 are for the Territory only and the Licensee acknowledges that this Agreement does not grant or purport to grant the necessary clearances (if any) for the direct or indirect transmission of any Licensed Recording by the Licensee to any recipient outside the Territory;
- (e) all rights in the Repertoire not expressly licensed to the Licensee under this Agreement are expressly reserved to PPI, which may exercise such rights as it thinks fit, and in particular (but not by way of limitation) no copyright in any Licensed Recording howsoever used by the Licensee pursuant to this Agreement shall become vested in the Licensee by virtue of this Agreement;
- (f) PPI shall not be liable for any claims arising out of the use of Licensed Recordings by the Licensee that may be made by the owners of the copyright in any literary, dramatic or musical works embodied in those Licensed Recordings. The Licensee acknowledges that this Agreement does not convey or imply the grant of any such rights;
- (g) no rights in respect of the use of Licensed Recordings as incorporated into the soundtrack of a feature film originally produced for theatrical release are granted under this Agreement (but this does not prohibit the use of such a Sound Recording outside the soundtrack of the relevant feature film provided the Sound Recording is included within the Repertoire and used in accordance with the terms and conditions of this Agreement);
- (h) save as expressly authorised in Clause 2.1(l), no rights in respect of the sale or supply of Programmes containing any Licensed Recording to any third parties, including but not limited to, broadcasters, cable companies or subscription video on demand services are granted under this Agreement;
- (i) no rights are granted in respect of pay-per-view content;
- (j) no rights are granted under this Agreement in respect of the transmission of Music Videos, the arrangements between the Licensee and PPI in respect of transmission of Music Videos being a separate agreement between the Licensee and PPI.

2.5 No Relevant Third Party Operator (Radio) or Relevant Third Party Operator (TV) which is Internet Simulcasting and/or delivering via a Cable Service a Radio Station and/or a Channel (as applicable) shall be permitted:

- i. any functionality other than the stop/start of said Internet Simulcast service and/or Cable Service (including without limitation any functionality that enables skipping back or forward, copying any simulcast or cable retransmission (or part thereof), and/or searching for individual Sound Recordings); and/or
- ii. to permit any third party to generate revenue from said Internet Simulcast or Cable Service,

Relevant Third Party Operators (Radio) and Relevant Third Party Operators (TV) not complying with the conditions set out in this Clause 2.5 shall be considered unlicensed for the purposes of this Agreement.

- 2.6 The Licensee shall provide written notice to PPI of any change in the Relevant Third Party Operators (TV) retransmitting any of the Channels (including the anticipated date of the change). Until notice has been received by PPI and PPI have consented to such new Third Party Operator being added to this Agreement (such consent not to be unreasonably withheld or delayed) such new Third Party Operator shall be deemed to be excluded from this Agreement and unlicensed.
- 2.7 The Licensee shall provide written notice to PPI of any change in the Relevant Third Party Operators (Radio) retransmitting any of the Radio Stations (including the anticipated date of the change). Until notice has been received by PPI and PPI have consented to such new Third Party Operator being added to this Agreement (such consent not to be unreasonably withheld or delayed) such new Third Party Operator (Radio) shall be deemed to be excluded from this Agreement and unlicensed.
- 2.8 The Licensee acknowledges that this Agreement does not grant any rights to third parties, including Third Party Player Hosts, to Make Available Programmes and/or Permitted Promotions other than by hosting or permitting access to the Licensee Television Player and/or the Licensee Radio Player (as applicable). If a Third Party Player Host, or any other third party, is Making Available Programmes and/or Permitted Promotions outside of the Licensee Television Player and/or the Licensee Radio Player, such activity would be licensed separately by PPI. The Licensee shall provide written notice to PPI of any change in the Third Party Player Hosts hosting or otherwise permitting access to the Licensee Television Player and/or the Licensee Radio Player (including the anticipated date of the change).

3. CONDITIONS OF USE

- 3.1 The Licensee must in so far as practicable ensure that the quality of any Licensed Recording Transmitted on a Licensed Service as part of a Programme, Permitted Promotion, Online Programme or Permitted Online Promotion is preserved for any person listening to or viewing the Licensed Service.
- 3.2 At all times when exercising any of its rights under Clause 2, the Licensee agrees to comply in full with the conditions set out in Clause 3.3, except where (and solely to the extent, if any, that) PPI or the Relevant Member in its absolute discretion gives its prior written consent to the contrary. If a Relevant Member does give its prior written consent to the contrary, save to that strictly limited extent, all other terms and conditions of this Agreement shall continue to apply, including but not limited to Clause 6 (Licensee's Reporting Obligations).
- 3.3 The Licensee shall not (and shall not authorise any third party to) do any of the following, without the prior written consent of the Relevant Member(s):
 - (a) Transmit any Licensed Recording in a form in which the performance of an artist or group of artists featured in such Licensed Recording is distorted, mutilated or otherwise modified so as to be prejudicial to the artist or group of artists concerned and/or to the Relevant Member(s);
 - (b) Transmit any Licensed Recording in a context which the Licensee ought reasonably to consider as likely to be perceived as detrimental and/or unfavourable to the artist and/or group of artists (or any of them) featured in such Licensed Recording and/or to the

relevant Member(s) in question;

- (c) mix, re-mix, edit, re-edit, (save to comply with broadcasting standards), fade or cross fade, segue or adapt, change or otherwise manipulate or tamper in any way whatsoever with any Licensed Recording so that the sounds Transmitted are different from those on the original Licensed Recording, or interrupt a Licensed Recording for a commercial break, provided that the Licensee shall be entitled to:
 - (i) make such technical enhancements as it reasonably considers are required in order to make the sound quality of the Licensed Recording of an acceptable standard for transmission; and
 - (ii) Transmit less than the full length of a Licensed Recording;
- (d) make any copy of any Licensed Recording except as required or permitted by law or as authorised under this Agreement;
- (e) use any Licensed Recording in such a way that such Licensed Recording, and/or the Relevant Member, and/or any performer whose performance is contained on such Licensed Recording is associated with or gives any express or implied endorsement to:
 - (i) any third party goods, products, services, advertisers or sponsors;
 - (ii) the Licensee; or
 - (iii) the Licensed Service(s);
- (f) use any Licensed Recording as an introduction to, or during, advertising unless advertising that Licensed Recording;
- (g) use any Licensed Recording for promotional spots for events or products which are not Permitted Promotions or Permitted Online Promotions;
- (h) use any Licensed Recording as a Channel or Radio Station identity signal, jingle and/or bed, or as Signature Music;
- (i) use any Licensed Recording as a trademark;
- (j) publish programme schedules indicating (or otherwise providing advance notice of) the actual or likely time at which specific Licensed Recordings may be included in the Licensed Services; or
- (k) use any Licensed Recordings of "The Beatles" or John Lennon in any Television Programme, Permitted Promotion, Permitted Online Promotion or On Demand Programme which is a Television Programme.

3.4 No unauthorised Sound Recording (including bootlegs) shall be knowingly Transmitted on the Licensed Service.

3.5 The Licensee acknowledges and agrees that any Single Artist Programme(s) to be made available

for secondary exploitation will be subject to certain consents, from PPI and/or the relevant Member(s) (as applicable), relating to the inclusion of Licensed Recordings in such Single Artist Programme(s). For the avoidance of doubt, no secondary exploitation rights for any Programme(s), including any Single Artist Programme(s), are granted under this Agreement.

3.7 This Agreement does not grant or purport to grant any rights other than those set out expressly at Clause 2.1. In the event that during the Licence Period any Streaming or Making Available Temporary Downloads of Online Programmes from the Licensee Platform, in respect of which rights are granted pursuant to Clause 2.1, becomes wholly or partially funded by subscription revenue such Streaming and/or Temporary Downloads will immediately cease to be licensed under this Agreement.

3.8 The Licensee acknowledges the concerns of PPI and its Members about the use of Sound Recording metadata in digital broadcasting in facilitating the selective copying of Sound Recordings by the listener and agrees not to include such metadata in any of its Transmissions so as to protect against this threat.

4. NOTIFICATION OF RESTRICTIONS

4.1 Subject to Clause 4.2, the Licensee acknowledges that PPI may notify the Licensee from time to time, on a title-by-title basis, of Licensed Recordings which, from the date of service of such notice and for such period as may be specified in such notice, may not be Transmitted or copied by the Licensee or may only be Transmitted or copied subject to such restrictions as may be specified in such notice. PPI shall not give such notice to the Licensee unless it shall give such notice as near simultaneously as possible to all PPI's other relevant broadcaster and cable programme service licensees and shall in any event only do so in exceptional circumstances, which PPI acknowledges are likely to arise only on a small number of occasions during the Licence Period.

4.2 Where PPI gives notice under Clause 4.1:

- (a) the Licensee shall use reasonable endeavours, and shall procure that any third parties authorised to do the acts specified under Clauses 2.1(h) or 2.1(i) use reasonable endeavours, to comply with the terms of such notice in full and with immediate effect
- (b) in the event that the Licensee cannot reasonably comply with such notice in full and with immediate effect, the Licensee shall immediately inform PPI of the reason(s) why and the parties shall in good faith cooperate and use reasonable endeavours to attempt to resolve the situation as soon as reasonably practicable; and
- (c) PPI shall from time to time update the Licensee as to the status of such notice and, where the terms of the notice change or the notice ceases to apply, PPI shall inform the Licensee as soon as reasonably practicable.

4.3 In the event of a material decrease in the number of Members of PPI and/or in the quantity of Sound Recordings in the Repertoire, PPI shall inform the Licensee of such a decrease and of the Repertoire no longer licensable by PPI at its earliest convenience. In the event of such a material decrease, the parties shall negotiate in good faith what change, there shall be to the fees due in accordance with Clause 5.1 as a result of that material decrease. The parties agree that the withdrawal of a significant

quantity of Sound Recordings by any of Universal, Sony or Warner shall be a material decrease for the purposes of this Clause 5.7. PPI shall not be obliged to inform the Licensee of any increase in the number of Members. PPI shall provide the Licensee with a list of Members upon the Licensee's reasonable request.

5. CONSIDERATION

5.2 All sums payable under this Clause 5 are exclusive of Value Added Tax or any similar tax that shall be paid by the Licensee together with the sums due.

5.3 Any sum not paid on its due date (which, for the avoidance of doubt, shall be 30 (thirty) days from and including the date of deemed receipt of the relevant invoice from PPI) shall bear interest (both before and after any judgment) on the outstanding sum, which shall be payable by the Licensee to PPI and shall accrue on a daily basis at a rate of 3 (three) per cent per annum above EURIBOR (European Interbank Overnight Rate) from time to time, calculated from the due date until the date upon which the payment is received by PPI (inclusive).

5.4 In the Licensee shall notify PPI in advance if, during the Licence Period, the Licensee:

- (a) launches a new television channel (a "**New Channel**");
- (b) launches a new radio station (a "**New Station**"); or
- (c) proposes to alter, or does alter, the content of a Channel such that it becomes a Music Television Channel

in each case, the Licensee shall inform PPI of the relevant launch or alteration date.

5.5 On notification under Clause 5.4, the parties shall agree in good faith the level of additional fees payable by the Licensee in respect of each New Channel or New Station or Music Television Channel. Until such time as agreement is reached, the New Channel and/or New Station and/or Music Television Channel shall be deemed to be excluded from this Agreement (and unlicensed).

5.6 A New Channel or New Station added to this Agreement in accordance with Clause 5.5 shall, from the date it is first licensed under the provisions of this Agreement (or such other date as the parties may agree in writing) be deemed to be Channel or a Radio Station for the purposes of this Agreement.

6. LICENSEE REPORTING OBLIGATIONS

6.1 Within six weeks after the end of each Quarter, the Licensee undertakes to provide PPI with a usage return showing the information set out at Clauses 6.2, 6.3, 6.4 and 6.5, using best endeavours to provide such information in chronological order on a per Licensed Recording basis. Such usage return shall be provided electronically in a format to be agreed between the parties.

Programmes & Permitted Promotions

6.2 The Licensee shall provide the following information regarding each Programme or Permitted Promotion which includes Licensed Recordings:

- (a) the date of Transmission of the Programme or Permitted Promotion;
- (b) the time of Transmission of the Programme or Permitted Promotion;
- (c) the title of the Programme or Permitted Promotion including the series and episode name and/or number, where relevant;
- (d) the Licensee's unique identifier for the Programme (the "Production Number"); and
- (e) the Entertainment Identifier Registry (EIDR) for the Programme.

Online Programmes & Permitted Online Promotions

6.3 The Licensee shall provide the following information in respect of any Stream of any Online Programme or Permitted Online Promotion:

- (a) the number of times each Online Programme or Permitted Online Promotion was Streamed;
- (b) the date and time of the original Broadcast of the Programme;
- (c) the title of the Programme, including the series and episode name and/or number, in which the Licensed Recording was used;
- (d) the Licensee's unique identifier for the Programme (the "Production Number"); and
- (e) the Entertainment Identifier Registry (EIDR) for the Programme.

Podcasts

6.4 The Licensee shall provide the following information in respect of any Stream or Temporary Download of any Podcast:

- (a) the number of times each Podcast was Streamed and/or downloaded;
- (b) the title of the Podcast, including (if applicable) the series and episode name and/or number, in which the Licensed Recording was used;
- (c) the Licensee's unique identifier for the Podcast (the "Production Number"); and
- (d) The Entertainment Identifier Registry (EIDR) for the Podcast.

Licensed Recording Information

6.5 For each Programme, Permitted Promotion, Online Programme, Podcast or Permitted Online

Promotion for which information is provided under Clauses 6.2 or 6.3 or 6.4, the Licensee shall also provide the following information regarding each Licensed Recording used in the relevant Programme, Permitted Promotion, Online Programme or Permitted Online Promotion:

- (a) the duration used of the relevant Licensed Recording (in seconds);
- (b) the title of the relevant Licensed Recording including, where available, the title of the version or mix;
- (c) the record label on which the relevant Licensed Recording was released in the Territory and the catalogue number of the physical product including the relevant Licensed Recording;
- (d) the International Standard Reporting Code (**ISRC**) of the relevant Licensed Recording; and
- (e) the name of the band or artist under whose name the relevant Licensed Recording has been released. In the case of classical and orchestral music, the name of the composer shall also be provided.

Content Reports

6.8 The Licensee shall provide a Content Report by no later than 31 January each Licence Year. PPI shall have the right to request a Content Report at least once per Quarter, such Content Report to be provided within 30 days of PPI's request.

6.9 The Licensee shall provide PPI with such further information as PPI may reasonably require from time to time to clarify the information previously submitted by the Licensee pursuant to this Clause 6.

6.10 Without prejudice to the Licensee's obligations under this Clause 6, PPI and the Licensee shall meet at regular intervals during the Licence Period, after the date of signature of this Agreement, to review the Licensee's compliance with this Clause 6, and to discuss in good faith timetables and procedures to facilitate such compliance.

Audience and Viewer Splits

6.12 The Licensee shall also provide the following information to PPI at least once every six months:

6.12.1 The number of viewers of the Licensee's television services (split between viewers of the Channels and the those accessing content Made Available on demand on the Licensee Television Player); and

6.12.2 The number of listeners of the Licensee's radio services (split between listeners of the Radio Stations and the those accessing content Made Available on demand on the Licensee Radio Player).

6.13 The Licensee shall maintain during the Licence Period and for a period of five years thereafter full and accurate records relating to its use of Sound Recordings licensed under this Agreement and any other information which is to be provided to PPI pursuant to this Agreement.

7. WARRANTIES AND UNDERTAKINGS

7.1 Each of PPI and the Licensee warrants to the other that it has the requisite power and authority to enter into this Agreement and to perform fully its obligations under it.

7.2 The Licensee undertakes that:

(a) it shall inform PPI of any material breach by a third party of PPI's rights or the rights of its Members in the Repertoire or of illegal activities of third parties concerning PPI's rights or those of its Members in the Repertoire which come to the notice of the Licensee in connection with the use of the Repertoire pursuant to this Agreement. Without prejudice to the generality of this Clause 7.2(a), the Licensee shall not make any use of Repertoire that has been copied and/or supplied unlawfully;

(b) it shall use all reasonable endeavours:

i. to Transmit as part of any Repertoire that is Transmitted on the Licensed Service(s) any

copy protection encoded and/or embedded in that Repertoire which is intended to prevent or discourage its unlawful copying to the extent that it is technically possible to do so; and

ii. not to alter or otherwise interfere with any such coding; and

(c) it shall upon reasonable prior written notice from PPI carry out all reasonable copy protection procedures in connection with the operation of the services licensed under this Agreement as PPI shall reasonably direct in respect of all copies of Repertoire in the Licensee's possession, custody or control.

7.3 In determining the extent of the Licensee's obligations under Clause 7.2(b) and Clause 7.2(c), the Licensee shall be entitled to have regard in particular to the constraints of available technology and to whether the costs of such technology are proportionate to its other costs of developing and operating the Licensed Service(s), provided that the Licensee shall incorporate any copy protection or carry out such other copy protection procedures as referred to in such Clauses if it has become common practice for such technology to be included by the operators of television Broadcast services or Cable Services.

8. TERMINATION

8.1 PPI may terminate this Agreement immediately by written notice to the Licensee upon the occurrence of any of the following events:

(a) the presentation of a petition for, or notice thereof, or of a resolution for the winding-up of the Licensee (other than for the purposes of amalgamation or reconstruction) or if it shall go into voluntary liquidation as defined in section 586 of the Companies Act 2014

(b) the appointment of, or notice of the intended appointment of, a receiver or manager or administrator of the Licensee or the decision of the Licensee to make an arrangement with its creditors or if section 429 of the Companies Act 2014 shall apply to the Licensee;

(c) if there is any remediable material breach of this Agreement by the Licensee (including, without limitation, a material breach of the provisions of Clause 6), written notice of which has been given to the Licensee and where:

i. in the case of a breach reasonably capable of being remedied within 30 (thirty) days of such notice, the Licensee has failed to remedy such breach within 30 (thirty) days of such notice;

ii. in the case of a breach reasonably capable of being remedied but not within 30 (thirty) days of such notice, the Licensee has failed to commence remedying such breach within such 30 (thirty) day period or fails to proceed with reasonable diligence to complete the remedying of such breach thereafter;

(d) if there is any irremediable material breach of this Agreement by the Licensee;

(e) an event of Force Majeure which is continuing at the date of the notice and has prior to that date continued for a period of 28 (twenty-eight) days or more; or

(f) the Licensee ceases to trade.

8.2 The Licensee may terminate this Agreement immediately by written notice to the Licensee upon the occurrence of any of the following events:

- (a) the presentation of a petition for, or notice thereof, or of a resolution for the winding-up of PPI (other than for the purposes of amalgamation or reconstruction) or if it shall go into voluntary liquidation as defined in section 586 of the Companies Act 2014;
- (b) the appointment of, or notice of the intended appointment of, a receiver or manager or administrator of PPI or the decision of PPI to make an arrangement with its creditors or if section 429 of the Companies Act 2014 shall apply to PPI;
- (c) if there is any remediable material breach of this Agreement by PPI, written notice of which has been given to PPI and where:
 - i. in the case of a breach reasonably capable of being remedied within 30 (thirty) days of such notice, PPI has failed to remedy such breach within 30 (thirty) days of such notice;
 - ii. in the case of a breach reasonably capable of being remedied but not within 30 (thirty) days of such notice, PPI has failed to commence remedying such breach within such 30 (thirty) day period or fails to proceed with reasonable diligence to complete the remedying of such breach thereafter;
- (d) if there is any irremediable material breach of this Agreement by PPI;
- (e) an event of Force Majeure which is continuing at the date of the notice and has prior to that date continued for a period of 28 (twenty-eight) days or more; or
- (f) PPI ceases to trade.

8.3 Where an event of Force Majeure lasts less than 28 (twenty-eight) days or lasts for a greater number of days without notice of termination being given during the continuance of the event pursuant to Clause 8.11 or 8.2(e), the Licence Period of this Agreement shall be extended by that number of days.

8.4 On termination of this Agreement, all rights granted to the Licensee under this Agreement shall cease immediately without prejudice to the continuing obligations of the Licensee under this Agreement relating to such matters prior to such termination (including but not limited to the Licensee's obligations under Clauses 5 and 6) and without prejudice to PPI's rights in relation thereto.

8.5 The provisions of Clauses 8.1 and 8.2 shall be without prejudice to the other rights and remedies of each party in relation to any breach by the other party of the provisions of this Agreement

9. ASSIGNMENT

9.1 The Licensee shall not assign, sub-license or otherwise transfer or dispose of any of its rights or obligations under this Agreement without PPI's prior written consent, such consent not to be unreasonably withheld or delayed.

10. NOTICES

10.1 Any notice or other communication given to a party under this Agreement shall be in writing and shall be served by:

(a) hand delivering it or sending it by prepaid recorded delivery or registered post or, in the case of an address for service outside the Territory, prepaid international recorded airmail, in either case to the address and for the attention of the relevant party set out as follows:

(b) sending the notice either by email or as an attachment to an email (the total size of such emails including any attachments not to be more than 10MB) to the following addresses:

(or as otherwise notified by that party under this Clause 10).

10.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand or sent by prepaid recorded or registered post or prepaid international recorded airmail, at the time of delivery;

if by post (other than by prepaid recorded or registered post) or airmail (other than prepaid international recorded airmail), 5 (five) Business Days from the date of posting; and

(b) if sent by email, on the day of transmission, save that in the event that the sending party receives either a notification that an email has not been successfully delivered or an 'out of office' return email, such notice or communication shall be deemed not to have been received by the receiving party and the sending party shall use another means of giving such notice or communication in accordance with this Clause 10,

provided that if deemed receipt occurs before 9 a.m. on a Business Day the notice shall be deemed to have been received at 9 a.m. on that day, and if deemed receipt occurs after 5 p.m. on a Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9 a.m. on the next Business Day.

10.3 This Clause 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. NO PARTNERSHIP, JOINT VENTURE OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any

obligation or liability and the exercise of any right or power).

12. VARIATION

This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representative of each of the parties.

13. WAIVER

Waivers of any rights or remedies under this Agreement may only be given in writing. No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair the right or remedy or operate to be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy

14. ENTIRE AGREEMENT

14.1 This Agreement supersedes all prior agreements and arrangements between the parties relating to the rights granted to the Licensee under this Agreement and embodies the entire understanding and all the terms agreed between the parties relating to such rights. No terms, obligations, representations, promises or conditions (whether oral, written, express or implied) have been made or relied upon other than those contained in this Agreement. For the avoidance of doubt, each party irrevocably waives any right it may have to seek a remedy for:

- (a) any representation which has not become a term of this Agreement; or
- (b) any breach of warranty or undertaking (other than those contained in this Agreement) whether express or implied, statutory or otherwise.

14.2 Clause 14.1 shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement that was induced by fraud, the remedies for which shall be all those available under the law governing this Agreement.

15. SEVERABILITY

15.1 If any provision or part of a provision of this Agreement or its application to any party is or is found by any authority of competent jurisdiction to be invalid or unenforceable, then insofar as it is invalid or unenforceable it shall be given no effect and deemed not to be included in this Agreement. This shall not invalidate any of the remaining provisions of this Agreement, all of which shall remain in full force and effect.

15.2 Further the Parties shall seek to negotiate in good faith an alternative provision or amendment limited to what is strictly necessary to ensure that the relevant provision is no longer unlawful or unenforceable but which, as far as reasonably practicable, substantially gives effect to the parties' intentions at the date of this Agreement and provides (to the extent that this is legally possible) equivalent commercial benefits to those anticipated by the parties at the date of this Agreement to be reasonably likely to result from the full performance of all of the provisions of the Agreement in accordance with their terms

16. CONTRACT RIGHTS OF THIRD PARTIES

This Agreement is made solely and specifically between and for the benefit of the parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this agreement as a party to it and neither party can declare itself a trustee of the rights under it for the benefit of any third party

17. CONFIDENTIALITY

17.1 Subject to Clause 17.2, each party undertakes to the other party that it will (unless agreed otherwise by the other party):

- (a) treat: (i) all commercially sensitive information, whether of a technical nature and/or otherwise, communicated to it in accordance with this Agreement and/or in connection with this Agreement; and (ii) the terms of this Agreement, as confidential (and all such information shall be referred to as "**Confidential Information**");
- (b) not disclose the Confidential Information to any person, firm or company (other than to its directors, employees, auditors and other professional advisors and, in the case of PPI, to its boards and committees) and/or to the media; and
- (c) not use the Confidential Information other than for the purposes of this Agreement.

17.2 In addition, PPI may disclose Confidential Information to an individual or organisation that owns and/or controls rights in any PPI Repertoire in order to:

- (a) properly account to the same for the monies paid to them in respect of this Agreement;
- (b) secure the relevant mandate from the same for the purposes of this Agreement; and/or
- (c) to respond to a question from the same regarding the use of Licensed Recordings pursuant to this Agreement;

save that PPI shall not disclose any Confidential Information that relates to the feed paid by the Licensee under this Agreement (or any agreements or arrangements entered pursuant to it) or audience or similar consumption data provided by the Licensee to PPI pursuant to this Agreement or as part of any pre-contract discussions when sharing such information in accordance with this Clause 17. Where any Confidential Information is disclosed in accordance with Clause 17.2, PPI shall ensure that such Confidential Information is marked as being confidential.

17.3 Clause 17.1 shall not apply to any Confidential Information:

- (a) which is in the public domain other than by default of the recipient party;
- (b) which is obtained by the recipient party from a bona fide third party that has no restraint on its free right of disposal of the Confidential Information;
- (c) which is or has already been independently generated by the recipient party;

- (d) to the extent that it is required to be disclosed by law (and/or applicable regulation), order of a court or tribunal of competent jurisdiction, request and/or direction of any governmental or other regulatory authority;
- (e) to the extent that it is reasonably necessary for PPI to (i) disclose to a PPI Member or performer (or person or organisation acting on their behalf) in order to properly account to such PPI Member or performer for the monies paid to it in respect of this Agreement and/or (ii) obtain the relevant mandate from a member for the purposes of this Agreement;
- (f) to the extent that it is reasonably necessary to be disclosed to a court or tribunal of competent jurisdiction in order to enforce a party's rights against the other.

17.4 The parties agree that any information in a usage return shall be Confidential Information for the purposes of this Clause 17, provided that, notwithstanding Clauses 17.1, 17.2 and 17.3, either party may use the information in a usage return for the purposes of renewal negotiations of this Agreement.

17.5 Neither party shall issue any press release or other statement announcing this Agreement unless the other party shall have approved in writing the contents of that release or other communication (that approval not to be unreasonably withheld or delayed).

18. COUNTERPARTS AND ELECTRONIC DELIVERY

18.1 This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be an original, but all of which taken together shall constitute one and the same instrument.

18.2 Delivery of an executed Agreement transmitted electronically in either tagged image format (TIF) or portable document format (PDF) shall be equally as effective as delivery of a hard copy of an executed Agreement. Any party delivering an executed Agreement in TIF or PDF shall also deliver a hard copy of the executed Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland and the Courts of the Republic of Ireland shall have exclusive jurisdiction to deal with any disputes in relation thereto.

Schedule 1 – List of Channels and Radio Stations

Channels

RTÉ One
RTÉ One +1
RTÉ One HD
RTÉ2
RTÉ2+1
RTÉ2 HD
RTÉ NewsNow
RTÉjr

Subject to any additional Channels being added in accordance with Clause 5.5.

Radio Stations

RTÉ Radio 1
RTÉ2FM
RTÉ Lyric
RTÉ RnaG
RTÉ Pulse
RTÉ 2XM
RTÉjr radio
RTÉ Chill
RTÉ Gold
RTÉ Radio 1 Extra

Subject to any additional Radio Stations being added in accordance with Clause 5.5.

Schedule 2 – List of Relevant Third Party Operators

The following are Relevant Third Party Operators (TV) which, at the date of this Agreement, are permitted to re-transmit the Channels via a Cable Service and/or Internet Simulcast:

- Sky
- Virgin Media
- Eir
- Vodafone
- SAORVIEW

Subject to any additional Third Party Operators being added in accordance with Clause 2.6.

The following are Relevant Third Party Operators (Radio) which, at the date of this Agreement, are permitted to re-transmit the Radio Stations via a Cable Service and/or Internet Simulcast:

- Sky
- Virgin Media
- Eir
- Vodafone
- SAORVIEW
- Amazon Alexa Voice Engine
- Radioplayer
- TuneIn

Subject to any additional Third Party Operators being added in accordance with Clause 2.7. For the avoidance of doubt, subscription radio services are expressly excluded as set out in Clauses 2.1(m) and 2.5.

Schedule 3 – Third Party Player Hosts

As at the date of this Agreement, the following platforms and operating systems are Third Party Player Hosts which are permitted to host the Licensee Television Player and/or the Licensee Radio Player:

Type of Platform	Name of Platform	Licensee Television Player	Licensee Radio Player
Television services	Sky (including Sky Q, Sky Glass and Sky SOIP)	Yes	Yes
	Virgin Media	Yes	Yes
	Eir	Yes	Yes
	Vodafone	Yes	Yes
	SAORVIEW	Yes	Yes
Connected devices and/or smart televisions	Apple TV	Yes	Yes
	Now TV	Yes	Yes
	Roku	Yes	Yes
	SAORVIEW	Yes	Yes
	Sony	Yes	Yes
	Samsung	Yes	Yes
	LG	Yes	Yes
	Panasonic	Yes	Yes
	Phillips	Yes	Yes
	VESTEL	Yes	Yes
Mobile telephony	Apple	Yes	Yes
	Google	Yes	Yes
Operating systems	iOS	Yes	Yes
	Android	Yes	Yes
	Roku	Yes	Yes
	Tizen	Yes	Yes
	WebOS	Yes	Yes
	Liunx	Yes	Yes
	Vewd	Yes	Yes
	Tivo	Yes	Yes

Subject to any additional Third Party Player Hosts being added in accordance with Clause 2.8.

SIGNED by an authorised representative for and on behalf of PPI

 (signature)
Name: WILLIE KAVANAGH
Position: CHAIRMAN PPI
Date: 2nd May 2025

SIGNED by an authorised representative for and on behalf of the Licensee


..... (signature)
Name: Kevin Bakhurst
Position: Director General, RTÉ
Date: 1st May 2025

THIS AGREEMENT is made on the 29 May 2025

BETWEEN: -

PHONOGRAPHIC PERFORMANCE (IRELAND) COMPANY LIMITED BY GUARANTEE, a company incorporated and registered in Ireland under number 27726, whose registered office is at 63 Patrick Street, Dun Laoghaire, County Dublin (**PPI**)

AND

SKY UK Limited, a company registered in England and Wales under number 02906991, whose registered office is at Grant Way, Isleworth, Middlesex TW7 5QD (**Licensee**).

BACKGROUND:

- A. PPI has been authorised by its Members to license certain rights in Sound Recordings and Music Videos in the Territory.
- B. The Licensee wishes to include the Repertoire in its Licensed Services and to Make Available for the Streaming the Repertoire as part of Online Content.
- C. PPI is willing to grant the Licensee a licence to Transmit, Webcast and Make Available for Streaming the Repertoire and the Licensee wishes to accept such a licence on the terms of this Agreement.
- D. PPI understands that the Licensee relies on licences from PPL and VPL (both as defined in Clause 6.1 in respect of synchronisation rights in the UK and that such licences grant the Licensee the right to transmit its services into the Territory by direct to home satellite. This Licence is therefore in respect of retransmission of the Licensee's services in the Territory as well as Webcasting, Internet Simulcast and the Making Available programmes for Streaming. The Licensee has indicated to PPI that were synchronisation rights required in the Territory that such rights would be minimal. This Licence is granted on that basis.
- E. The parties agree that the Licensee's services are many and varied and as such are unique in the Territory and differ from other services offered in the Territory. The Licensee has separate licences issued by PPL and VPL covering the Licensee's services in the UK which includes direct to home satellite into the Territory. This Agreement is separate to the PPL Licence but PPI acknowledges that the Licensee is creating content for use on its services in Ireland under the PPL Licence. Accordingly, the terms of this Agreement are unique to the Licensee.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The words and phrases contained in this Agreement shall have the following meanings:

Audio-Visual Device means any device which receives and/or displays transmissions of audio/audio-visual content including without limitation any handheld mobile

device that is capable of receiving and/or sending voice, data, audio, and/or video communications that can be used while the user is in motion;

- Broadcast** a broadcast as defined in the CRRA but excluding all Internet transmissions;
- Broad-Format or Genre-Specific Channel** a channel Transmitted which is not a Music Television Channel;
- Business Day** any day of the week (Monday to Friday inclusive) which is not a bank or public holiday in the Territory;
- Cable Service** a cable programme service as defined in the CRRA, excluding all Internet Transmissions;
- Channel(s)**
- CPI** the Consumer Price Index calculated in accordance with the following [CPI Inflation Calculator interactive comparison app | CSO Ireland](#) published by the Central Statistics Office;
- CPI Adjustment** means the actual percentage increase or decrease (as the case may be, and with no rounding to a specific limited number of decimal places) between the CPI published in respect of the March immediately prior to the commencement of the relevant Licence Year as compared with the CPI published in respect of the preceding March;
- CRRA** the Copyright and Related Rights Act, 2000 (as amended including, but not limited to, the amendments by the Copyright and Other Intellectual Property Law Provisions Act 2019);
- Film** a film as defined in the CRRA;
- Force Majeure** any event reasonably outside the control of either party which causes an interruption to, or materially hampers or materially interferes with, the exercise by the Licensee of the licence granted, or the performance by either party of its obligations, under this Agreement;
- Internet** the electronic communications network that connects computer networks and organisational computer facilities around the world using standardised communication protocols, popularly known as "the internet", whether accessible via the world wide web, mobile, the internet of things or otherwise, and regardless of the device or medium of access;
- Internet Simulcast** the continuous delivery of any Channel via the Internet to a user in real-time only (without recourse to any intermediate file copy, other than a transient copy)

and without enabling the user to download or otherwise retain a copy of such transmissions, but which may as part of such delivery also utilise Cable Service transmissions and/or mobile telephony networks, but only to the extent that such transmission takes place simultaneously with and is materially unaltered from the delivery via a Cable Service of such Channel, save for the removal by the Licensee of programmes trailers or advertisements, modifications for technical, regulatory and clearance reasons and/or formatting changes, and provided always that the transmission remains substantially unaltered overall;

**Joint Venture
Channels**

**Joint Venture
Company**

Joint Venture Company Website

Joint Venture Content

Licence Fees means the fees payable in accordance with Clause 5.1;

Licence Period the period commencing the 1st of July 2025 and expiring on 30 June 2027 (both dates inclusive);

Licence Year the 12-month period commencing on 1 July in any given calendar year during the Licence Period;

Licensed Recordings the Sound Recordings and Music Videos contained within the Repertoire;

Licensed Service(s) each of the Licensee's Channel(s) and, where applicable, the Internet Simulcast thereof as licensed under Clause 2.1;

Licensee Platform

Make Available to make available to the public under section 40(1)(a) of the CRRA (and "Making Available" and "Made Available" shall be construed accordingly);

Members PPI's members from time to time, the list of which (which may be amended unilaterally by PPI from time to time) is available on PPI's website at www.ppimusic.ie or, in the event that such service ceases for any reason, a list of which shall be supplied by PPI to the Licensee in writing following receipt of a request from the Licensee;

Music Programme an audio visual programme where both of the following apply:

- (i) 15% or more of the programme's running time consists of the Repertoire; and
- (ii) the primary subject matter of the programme pertains to music, unless PPI or the relevant Member(s) agree(s) pursuant to Clause 3.2 that the Programme shall not be a Music Programme for the purposes of this agreement and the provisions relating to Music Programmes shall not apply to such Programme

Music Television Channel a channel where the total duration of Music Video usage as a percentage of the total duration of Programming Content is 5% (five percent) or more;

Music Video any Film or extract from a Film made, used or supplied at any time for the purposes of accompanying or being associated with a discrete musical work (commonly referred to as a music video);

Music Video Percentage in respect of any given period, and in respect of any given Channel, a

good faith estimate of the percentage (calculated by reference to time) of the total Programming Content on that Channel for that period that comprises Music Videos contained in the Repertoire (irrespective of whether other material is Broadcast concurrently with such Music Videos contained in the Repertoire):

Non-Broadcast Programme

On Demand Clip

Online Content

Online Programme

Permitted Online Promotion

Permitted Promotion

Permitted Window	means, in relation to a Music Programme, the 30-day period following the date on which the programme was last Broadcast on the relevant Channel;
PPI Sync Programme(s)	shall have the meaning given to it in Clause 2.1.6.2;
PPL Licence	means the television broadcaster and on demand content licenceS granted to Sky by PPL and VPL respectively both dated 30 November

2024;

Programme

Programming Content

Quarter each three-monthly period commencing 1 January, 1 April, 1 July and 1 October;

Red Button Service a service which may or may not be accompanied by or include a Sound Recording and/or a Music Video, which enables viewers to access additional or similar information or programming in connection with the Channels, via the red button, the remote control, the screen or any other similar technology;

Relevant Third-Party Operator each of the Third-Party Operators retransmitting any of the Channels (as identified in Schedule 2 as of the date of execution of this Agreement and notified pursuant to Clause 2.3.13);

Repertoire all those Sound Recordings and/or Music Videos in respect of which PPI owns or controls the rights granted to the Licensee under Clause 2.1;

Signature Music the use of a Sound Recording and/or a Music Video in association with the opening or closing credits of a series of three or more Programmes, whether Transmitted consecutively or not;

Sky Group

Sound Recording

a sound recording as defined in the CRRA provided that it is for sale and/or made available legally to the general public in the Territory, either physically in a retail shop or from an internet outlet or digitally from a commercial download or streaming site such as subscription service;

Streaming

Sync Limit

Temporary Download

Territory	The Republic of Ireland;
Third Party Operator	a person operating in the Territory and providing cable, fibre and Internet Simulcast services;
Transmit	to deliver via a Cable Service and/or Internet Simulcast (as applicable) (and "Transmission" and "Transmitted" shall be construed accordingly);

Webcast any linear transmission delivered via the Internet that is not an Internet Simulcast (and the word "Webcasting" shall be interpreted accordingly).

1.2 Clause headings used in this Agreement are for ease of reference only, and do not form part of this Agreement.

1.3 The schedules are part of this Agreement and have effect as if set out in full in the body of this Agreement, and any reference to this Agreement includes the schedules.

1.4 References to any law, regulation or statutory provision include references to such law, regulation, or provision as modified, codified or re-enacted from time to time.

1.5 In this Agreement, unless the context otherwise requires:

1.5.1 Words importing the singular include the plural and vice versa;

1.5.2 Words importing one gender include the others;

1.5.3 References to a person include reference to an individual, a partnership, a company, a corporation and any other legal entity;

1.5.4 References to the word "including" do not imply any limitation;

1.5.5 References to days and months are, respectively, to calendar days and calendar months;

1.5.6 References to the Background are to the section headed "Background" in this Agreement, and references to any Clause or schedule are to the relevant Clause or schedule of this Agreement.

2. GRANT OF RIGHTS

2.1 Subject to the terms and conditions of this Agreement, PPI hereby grants to the Licensee a non-exclusive licence during the Licence Period and in the Territory:

2.1.1 To retransmit (either by the Licensee or by Relevant Third-Party Operators duly authorised by the Licensee and notified to PPI in accordance with Clause 2.3.13) via a Cable Service Licensed Recordings on the Channel(s) and Red Button Service as part of Programmes and Permitted Promotions of the Licensee's original transmission;

2.1.2 To Transmit (either by the Licensee or by Relevant Third Party Operators duly authorised by the Licensee and notified to PPI in accordance with Clause 2.3.13) Licensed Recordings as part of Programmes and Permitted Promotions via Internet Simulcast of the Channel(s) and Red Button Service, but only to the extent that such Internet Simulcasts are simulcasts of the Licensee's original transmission (save for where the Channels are Transmitted via Internet Simulcast, and the removal by the Licensee of Programmes and/or Permitted Promotions and/or advertisements is necessary for rights reasons) and only to the extent that such Internet Simulcast is received within the Territory;

2.1.3 To Webcast Licensed Recordings as part of Programmes and Permitted Promotions on the Channels, but only to the extent that all such Webcasts:

2.1.3.1 take place as part of a linear and scheduled programming service; and

2.1.3.2 are received within the Territory.

To the extent that a viewer of a Channel transmitted by the Licensee in accordance with this Clause 2.1.3.2 **Error! Reference source not found.** is able to pause, rewind or otherwise interact with a Webcast of that Channel, following any such point of interaction by the viewer the subsequent delivery of the applicable Programme to that user shall

be deemed to be a Stream and covered by the provisions of Clause 2.1.4 of this Agreement.

2.1.4 To Make Available for Streaming Licensed Recordings as part of Online Content, but only to the extent that such Streams are received within the Territory and that:

2.1.4.1 Such Streams originate from a Licensee Platform;

2.1.4.2 Such Streams are presented as being a Stream of an item of Online Content rather than a distinct Stream of a Licensed Recording;

2.1.4.3

2.1.4.4 in respect of any Online Programme that is a Music Programme and is a PPI Sync Programme, it is only Made Available by the Licensee during the applicable Permitted Window;

2.1.5 To Make Available as Temporary Downloads Licensed Recordings as part of Online Content; and

2.1.6 To copy (and to authorise Relevant Third-Party Operators to copy) Licensed Recordings:

2.1.6.1 Strictly to the extent necessary solely for the purpose of exercising the rights granted under Clause 2.1.1 to 2.1.5; and

2.1.6.2 Into Programmes, Non Broadcast Programmes, Permitted Promotions and Permitted On Line Promotions in the Territory, subject always to the Sync Limit ("**PPI Sync Programmes**"). In respect of Music Videos, the rights in this Clause 2.1.6.2 relate strictly to the syncing of Music Videos into Programmes Non Broadcast Programmes, Permitted Promotions and Permitted On Line Promotions as opposed to either (i) the creation of Music Videos and/or (ii) the overlaying of Sound Recordings over Music Videos.

2.1.7

- 2.1.8 Subject to the terms and conditions of this Agreement, PPI hereby authorises (on a non-exclusive basis) the Licensee during the Licence Period to grant each Joint Venture Company the right during the Licence Period and in the Territory to:
- (i) Stream Licensed Recordings as part of Joint Venture Content via the relevant Joint Venture Company Website and via its Intranet;

- (ii) Deliver Temporary Downloads of Licensed Recordings as part of Joint Venture Content via the relevant Joint Venture Company Website; and
- (iii) copy Licensed Recordings solely for the purpose of exercising the rights granted under Clauses 2.1.1 and 2.1.2,

solely as part of a service that is owned and controlled by that Joint Venture Company, and provided that (in the case of each Joint Venture Channel) the Licensee shall:

- (A) ensure that the Joint Venture Company is bound by and fully complies with all the terms in this Agreement that relate to the Streaming, Delivery of Temporary Downloads, copying and retention of Licensed Recordings as part of Joint Venture Content (and, for these purposes, references in such terms to the 'Licensee' shall be deemed to be to the relevant 'Joint Venture Company');
- (B) ensure that the Joint Venture Company promptly provides to the Licensee all relevant information in order that the Licensee is able to provide reporting as per the terms of this Agreement;
- (C) remain fully liable for any and all breaches of the provisions of this Agreement by the Joint Venture Company;
- (D) ensure the rights granted to the Joint Venture Company must terminate at the same time as this Agreement;
- (E) not grant the Joint Venture Company the right to sub-license or otherwise transfer any rights granted to it under this Clause 2.1.8; and
- (F) notify PPI of the Joint Venture Company Website and the identity of the relevant Joint Venture Company on request.

2.2 PPI agrees and acknowledges that the rights granted to the Licensee in Clause 2.1:

- 2.2.1 Include the right to authorise any subcontractor and/or other third party to carry out such technical acts (all in accordance with the terms of this Agreement) as may be required to enable the Licensee to exercise its rights hereunder;
- 2.2.2 Includes the right to (i) copy Licensed Recordings for the purpose of exercising the rights granted under Clause 2.1 and (ii) copy Repertoire included in Permitted On Demand Promotions and On Demand Clips and supply copies of the same to third parties in the Territory including social media for the purposes of on-demand dissemination via the internet and/or mobile telephony networks;
- 2.2.3 Are without prejudice to any rights or remedies the Licensee, a viewer of the Licensed Service(s) and/or any other third party may have at any time under the CRRA or otherwise at law; and
- 2.2.4 Whilst noting always that this Agreement does not grant, and shall not be construed as granting, any rights to third party service providers to Transmit (or otherwise transmit), or copy, or retain any copy of, any Sound Recording(s) or Music Video(s) contained in the

Repertoire (whether or not in a Programme or Online Programme).

2.3 The parties agree and acknowledge that:

- 2.3.1 No rights in respect of the playing in public of Licensed Recordings (whether within or outside the Territory) are granted under this Agreement;
- 2.3.2 No rights in respect of the creation, maintenance or hosting of a digital database of Sound Recordings or Music Videos are granted under this Agreement;
- 2.3.3 The following types of transmissions are excluded from the scope of this Agreement:
 - 2.3.3.1 All Internet transmissions (except insofar as the same may be expressly licensed under this Agreement); and
 - 2.3.3.2 All transmissions made via closed proprietary systems and closed private networks (but excluding home wi-fi networks);
- 2.3.4 The rights granted under Clause 2.1 are for the Territory only and the Licensee acknowledges that this Agreement does not grant or purport to grant the necessary clearances (if any) for the direct or indirect Transmission of the Repertoire by the Licensee to any recipient outside the Territory;
- 2.3.5 All rights in the Repertoire not expressly licensed to the Licensee under this Agreement are expressly reserved to PPI, which may exercise such rights as it thinks fit, and in particular (but not by way of limitation) no copyright in any Licensed Recording howsoever used by the Licensee pursuant to this Agreement shall become vested in the Licensee by virtue of this Agreement;
- 2.3.6 PPI shall not be liable for any claims arising out of the use of Sound Recordings or Music Videos contained in the Repertoire by the Licensee that may be made by the owners of the copyright in any literary, dramatic or musical works embodied in those Sound Recordings or Music Videos. The Licensee acknowledges that this Agreement does not convey or imply the grant of any such rights;
- 2.3.7 No rights in respect of the use of Licensed Recordings as incorporated into the soundtrack of a feature film originally produced for theatrical release are granted under this Agreement (but this does not prohibit the use of such a Sound Recording outside the soundtrack of the relevant feature film provided the Sound Recording is included within the Repertoire and used in accordance with the terms and conditions of this Agreement);
- 2.3.8 No rights in respect of the sale or supply of Programmes containing PPI Repertoire to any third parties are granted under this Agreement;
- 2.3.9 This Agreement does not cover any on demand, download and/or catch-up services not owned and controlled by the Licensee during the Licence Period, other than those which have been expressly licensed in this Agreement, which allow members of the public to access content at a place and at a time individually chosen by them (including any interactive functionality). In the event that the Licensee wishes to supply such services, or amend its existing services such that they are no longer owned and controlled by the Licensee, in or

from the Territory they shall notify PPI in writing in advance. On receipt of such notice PPI and the Licensee shall enter into good faith discussions in relation to the licensing of such services.

- 2.3.10 No rights are granted in respect of the permanent download of Licensed Recording (whether or not such Licensed Recording is contained within a Programme, Online Programme, Permitted Promotion or Online Permitted Promotion);
- 2.3.11 Save as set out in Clause 2.1 no rights are granted in respect of the use of any Licensed Recording (whether or not such Licensed Recording is contained within a Programme, Online Programme, Permitted Promotion or Online Permitted Promotion) on any social media;
- 2.3.12 No rights are granted in this Agreement in respect of the initial synchronisation of a Licensed Recording into any Programme, Permitted Promotion or Permitted Online Promotion that has been acquired by the Licensee; and
- 2.3.13 The Licensee shall as soon as reasonably practicable provide written notice to PPI of any change in the Relevant Third-Party Operators retransmitting any of the Channels (including the anticipated date of the change).).

3 CONDITIONS OF USE

3.1 The Licensee must in so far as practicable ensure that the quality of any Licensed Recording Transmitted on a Licensed Service or Made Available on a Licensee Platform as part of a Programme, Online Programme, Permitted Promotion or Permitted Online Promotion is preserved for any person listening to or viewing said Licensed Recording. For the avoidance of doubt this provision shall not preclude the Licensee from using standard audio and audio visual technology commonly used in the television and internet industry in relation to such Transmission or Making Available subject always to the provisions of this Clause as set out below

3.2 The Licensee agrees to comply in full with the restrictions set out at Clause 3.3, except where (and solely to the extent, if any, that) PPI or the relevant Member gives its prior written consent to the contrary or permission was given by PPL or a member of PPL in accordance with the PPL Licence. Further in respect of any specific Music Programme, the Licensee shall be entitled to seek consent from PPI or the relevant Member(s) that such Music Programme shall not be deemed to be a Music Programme for the purposes of this Agreement and that accordingly the provisions of this Agreement relating to Music Programmes shall not apply to such Programme;

3.3 The Licensee agrees not (and not to authorise any third party) to do any of the following:

- 3.3.1 use any Licensed Recording:
 - 3.3.3.1 as a Channel identity signal or a Licensee Platform identity;
 - 3.3.3.2 as a trade mark;
 - 3.3.3.3 as Signature Music;

- 3.3.3.4 in the sponsor tag of sponsored programming or for promotional spots for events or products, where such sponsored programming or promotional slots are not Permitted Promotions or Permitted On Demand Promotions; or
- 3.3.3.5 in a context which the Licensee ought reasonably to consider as being likely to be perceived by a reasonable person as detrimental to the artist or group of artists featured in such Licensed Recording and/or to the relevant Member (save that this Clause 3.3.3.5 shall not affect the Licensee's rights under the law including s.51 of the CRRA, or the Licensee's rights pursuant to any future amendment to the CRRA);
- 3.3.2 mix, remix, adapt, change or otherwise manipulate any Licensed Recording so that the sounds are different from those on the original sound recording provided that the Licensee shall be entitled to:
 - 3.3.2.1 make such technical enhancements as it reasonably considers are required in order to make the sound quality of the Licensed Recording of an acceptable standard; and/or
 - 3.3.2.2 use less than the full length of a Licensed Recording;
- 3.3.3 use any Licensed Recording or performer featured in such Licensed Recording in such a way that any of them are associated with or give any express or implied endorsement to:
 - 3.3.3.1 any products, services, advertisers or sponsors; or
 - 3.3.3.2 the Licensee, its Channels, the Sky Red Button Service, the Licensed Services, the Licensee Platform, the Joint Venture Companies or the Sky Group,
save that no breach of this Clause 3.3.3 shall occur simply by virtue of:
 - (A) the fact that any Licensed Recording is used immediately before or after any advertisement; or
 - (B) the fact that any Licensed Recording is used within sponsored programming, provided that the sponsorship relates to the programming as a whole, does not associate a particular Licensed Recording with the sponsor's goods and/or services, and the Licensed Recording is not part of the so-called "sponsor tag" of such programming;
- 3.3.4 give advance notice to viewers or listeners of the fact that more than 15 continuous minutes of identified Licensed Recordings are to be Broadcast save that this prohibition shall not apply to any Licensed Recording(s) of a single literary, dramatic or musical work or a "song cycle" or similar unified group of classical works or part thereof which itself lasts longer than 15 minutes;
- 3.3.5 publish programme schedules (or otherwise give advance notice to viewers/listeners) indicating the actual or likely time at which specific Licensed Recordings may be included in the Channels;
- 3.3.6 make any copy of any Licensed Recording except as required or permitted by law, or as authorised under this Agreement or otherwise agreed in writing by PPI; or
- 3.3.7 commit any act which deliberately encourages home recording or storage of Licensed Recordings other than as permitted by:

3.3.7.1 law including under s.101 of the CRRA; or

3.3.7.2 this Agreement or otherwise agreed in writing by PPI.

3.4 Except where PPL under the PPL Licence or PPI or the relevant Member gives prior written consent to the contrary, no rights are granted under this Agreement in respect of:

3.4.1 original score motion picture soundtracks, save that the use of sound recordings from motion picture soundtracks independently from synchronisation within the applicable motion picture itself shall be permitted provided always that the sound recording is included within the PPL Repertoire or Repertoire as applicable and is used in accordance with the terms of this Agreement or the PPL Licence as applicable; or

3.4.2 any Licensed Recording by The Beatles or John Lennon.

4 NOTIFICATION OF RESTRICTIONS

4.1 Subject to Clause 4.2, the Licensee acknowledges that PPI may notify the Licensee from time to time, on a title-by-title basis, of Sound Recordings and Music Videos within the Repertoire which, from the date of service of such notice and for such period as may be specified in such notice, may not be Transmitted, or copied by the Licensee or may only be Transmitted or copied subject to such restrictions as may be specified in such notice. PPI shall not give such notice to the Licensee unless it shall give such notice as near simultaneously as possible to all PPI's other broadcaster and cable programme service licensees and shall in any event only do so in exceptional circumstances, which PPI acknowledges are likely to arise only on a small number of occasions during the Licence Period.

4.2 Where PPI gives notice under Clause 4.1:

4.2.1 The Licensee shall use reasonable endeavours, and shall procure that any third parties authorised to do the acts specified under Clause 2.1 use reasonable endeavours, to comply with the terms of such notice in full and with immediate effect;

4.2.2 In the event that the Licensee cannot reasonably comply with such notice in full and with immediate effect, the Licensee shall immediately inform PPI of the reason(s) why and the parties shall in good faith cooperate and use reasonable endeavours to attempt to resolve the situation as soon as reasonably practicable; and

4.2.3 PPI shall from time to time update the Licensee as to the status of such notice and, where the terms of the notice change or the notice ceases to apply, PPI shall inform the Licensee as soon as reasonably practicable.

4.3 In the event that the exercise of rights under Clause 4.1 results in a withdrawal of a substantial proportion of the Repertoire, the parties shall discuss in good faith whether that change requires an alteration to the Licence Fees (and, if so, the extent and timing of that alteration). The parties agree that the withdrawal of a significant quantity of Licensed Recordings by any of Universal, Sony or Warner shall be a material decrease for the purposes of this Clause 4.3. PPI shall not be obliged to inform the Licensee of any increase in the number of Members. PPI shall provide the Licensee with a list of Members upon the Licensee's reasonable request.

4.4 In the event that there is a material change to the services offered by the Licensee in the

Territory, the parties shall discuss in good faith whether that change requires an alteration to the Licence Fees (and, if so, the extent and timing of that alteration). The parties agree that the following scenarios would constitute a material change to the services which would require such a discussion and that the below list is illustrative only and non-exhaustive:

- 4.4.1 The purchase of a broadcaster operating in the Territory by the Licensee. For the avoidance of doubt if such broadcaster already has a licence with PPI then such licence shall remain in place and will not be governed by the terms of this agreement unless both parties agree and the provisions of this Clause 4.4 shall then apply;
- 4.4.2 The launch or closure of multiple new channels within a calendar year; and
- 4.4.3 The launch or closure of multiple webcast-only channels.
- 4.5 Where a discussion is required in accordance with Clause 4.3 and 4.4 and the parties cannot reach agreement, within three (3) months of commencement of negotiations and the revision of the sums payable, either party may refer the issue for mediation in accordance with Clause 20 of this Agreement, with the purpose of such mediation being to agree any change to the sums payable to PPI.

5 CONSIDERATION

- 5.1 In consideration of the rights granted by PPI to the Licensee under Clause 2.1 of this Agreement, the Licensee agrees to pay PPI the following sums as Licence Fees:
 - 5.1.1 In respect of the period 1 July 2025 to 30 June 2026, the sum of
 - 5.1.2 In each subsequent Licence Year, the Licensee shall pay the fee due for the previous Licence Year adjusted by adding or subtracting (as applicable) the CPI Adjustment for the preceding Licence Year. In the event that the CPI Adjustment is reset at any time, the calculations in this Clause 5.1.4 shall be adjusted to take account of that change.
- 5.2 All sums payable under this Clause 5 are exclusive of Value Added Tax or any similar tax that shall be paid by the Licensee together with the sums due
- 5.3 Any sum not paid on its due date (which, for the avoidance of doubt, shall be 30 (thirty) days from and including the date of deemed receipt of the relevant invoice from PPI) shall bear interest (both before and after any judgment) on the outstanding sum, which shall be payable by the Licensee to PPI and shall accrue on a daily basis at a rate of 3 (three) per cent per annum above EURIBOR (European Interbank Overnight Rate) from time to time, calculated from the due date until the date upon which the payment is received by PPI (inclusive).

5.5 On notification of such new channels in accordance with Clause 5.4 above the parties shall discuss in good faith the amount of additional fees payable save that no additional fees shall be payable for up to 5 net new channels after taking into account any channel closures during the Licence Period. For the avoidance of doubt, any new channel or service to be included in this Agreement under Clause 5.4 shall only be so included once all of the requirements of Clauses 5.5 and 5.6 have been met, from which time it shall be deemed to be a Channel or Sky YouTube Channel, unless the Parties mutually agree an alternative commencement date.

5.6 In the event that the Licensee wishes to include a new channel or service in this Agreement and more than 25% of the total programming of any such channel or service consists (or is intended to consist) of Repertoire Clauses 5.4.1 and 5.4.2 shall not apply to such channel or service. The Licensee agrees that such new channel or service shall be included in this Agreement only with PPI's written consent and upon agreement being reached as to any additional fees payable in respect thereof. In the event that the Licensee wishes to include a new channel or service in this Agreement and more than 25% of the total programming of such channel or service consists (or is intended to consist) of Repertoire, PPL agrees that it will act reasonably and in good faith in deciding whether to give or withhold its consent to such channel or service being included in this Agreement.

6 LICENSEE REPORTING OBLIGATIONS

6.1

7 WARRANTIES AND UNDERTAKINGS

7.1 Each of PPI and the Licensee warrants to the other that it has the requisite power and authority to enter into this Agreement and to perform fully its obligations under it.

7.2 The Licensee undertakes that:

7.2.1 It shall inform PPI of any material breach by a third party of PPI's rights or the rights of its Members in the Repertoire or of illegal activities of third parties concerning PPI's rights or those of its Members in the Repertoire which come to the notice of the Licensee in connection with the use of the Repertoire pursuant to this Agreement where such material breach has been confirmed to the Licensee's satisfaction, acting reasonably. Without prejudice to the generality of this Clause 7.2.1, the Licensee shall not make any use of Repertoire that it knows has been copied and/or supplied unlawfully

7.2.2 It shall use all reasonable endeavours:

7.2.2.1 To transmit as part of any Repertoire that is Transmitted on the Licensed Service(s) any copy protection encoded and/or embedded in that Repertoire which is intended to prevent or discourage its unlawful copying to the extent that it is technically possible to do so; and

7.2.2.2 Not to alter or otherwise interfere with any such coding; and

7.2.3 It shall upon reasonable prior written notice from PPI carry out all reasonable copy protection procedures in connection with the operation of the services licensed under this Agreement as PPI shall reasonably direct in respect of all copies of Repertoire in the Licensee's possession, custody or control.

7.3 In determining the extent of the Licensee's obligations under Clause 7.2.2, the Licensee shall be entitled to have regard in particular to the constraints of available technology and to whether the costs of such technology are proportionate to its other costs of developing and operating the Licensed Service(s), provided that the Licensee shall incorporate any copy protection or carry out such other copy protection procedures as referred to in such Clauses if it has become common practice for such technology to be included by the operators of television Broadcast

services or Cable Services.

- 7.4 The parties acknowledge and agree that this Agreement is intended to grant the Licensee a 'blanket licence' in respect of all Sound Recordings and Music Videos contained in the Repertoire.
- 7.5 The Licensee has informed PPI, and PPI acknowledges, that the Licensee will include Sound Recordings and Music Videos into its programming based on whether or not such Sound Recordings and Music Videos are contained in either PPL or VPL's repertoires (as applicable) as the initial sync of such Sound Recordings or Music Videos into the Licensee's programming (except in so far as the Sync Limit) takes place in the United Kingdom under the Licensee's licences with PPL and VPL.

8 TERMINATION

8.1 Either party may terminate this Agreement immediately by written notice to the other party upon the occurrence of any of the following events:

8.1.1 The presentation of a petition for, or notice thereof, or of a resolution for the winding-up of the other party in accordance with section 761 of the Companies Act 2014 (other than for the purposes of amalgamation or reconstruction) or if it shall go into voluntary winding-up as defined in section 586 of the Companies Act 2014;

8.1.2 The appointment of, or notice of the intended appointment of, a receiver or manager or administrator of the other party or the decision of that party to make an arrangement with its creditors or if sections 428 and 429 of the Companies Act 2014 shall apply to that party;

8.1.3 If there is any remediable material breach of this Agreement by the other party (including, without limitation, a material breach of the provisions of Clause 6 by the Licensee), written notice of which has been given to that party and where:

8.1.3.1 In the case of a breach reasonably capable of being remedied within thirty (30) days of such notice, the party in breach has failed to remedy such breach within thirty (30) days of such

notice; or

- 8.1.3.2 In the case of a breach reasonably capable of being remedied but not within thirty (30) days of such notice, the party in breach has failed to commence remedying such breach within such thirty (30) day period or fails to proceed with reasonable diligence to complete the remedying of such breach thereafter;
- 8.1.4 If there is any irremediable material breach of this Agreement by the other party, in which event the party asserting such a breach shall specify the material breach on which it relies in its notice of termination;
- 8.1.5 An event of Force Majeure which is continuing at the date of the notice and has prior to that date continued for a period of twenty-eight (28) days or more;
- 8.1.6 The other party ceases to trade other than by reason of a solvent company reorganization, subject always to Clause 9; or
- 8.1.7 The Licensee ceases to make the Licensed Services available for Transmission in the Territory.
- 8.2 Where an event of Force Majeure lasts less than twenty-eight (28) days or lasts for a greater number of days without notice of termination being given during the continuance of the event pursuant to Clause 8.1.5, the Licence Period of this Agreement shall be extended by that number of days.
- 8.3 On termination of this Agreement, all rights granted to the Licensee under this Agreement shall cease immediately without prejudice to the continuing obligations of the Licensee under this Agreement relating to such matters prior to such termination (including but not limited to the Licensee's obligations under Clauses 5 and 6) and without prejudice to PPI's rights in relation thereto.
- 8.4 The provisions of Clause 8.1 shall be without prejudice to the other rights and remedies of each party in relation to any breach by the other party of the provisions of this Agreement.

9 ASSIGNMENT

The Licensee shall not assign, sub-license or otherwise transfer or dispose of any of its rights or obligations under this Agreement without PPI's prior written consent, such consent not to be unreasonably withheld or delayed.

10 NOTICES

- 10.1 Any notice or other communication given to a party under this Agreement shall be in writing and shall be served by:
 - 10.1.1 Hand delivering it or sending it by prepaid recorded delivery or registered post or, in the case of an address for service outside the Territory, prepaid international recorded airmail, in either case to the address and for the attention of the relevant party set out as follows:

Licensee:

PPI: Joe Fitzpatrick, 63 Patrick Street, Dun Laoghaire, County Dublin, Ireland

10.1.2 Sending the notice either by email or as an attachment to an email (the total size of such emails including any attachments not to be more than 10MB) to the following addresses:

Licensee:

PPI: joe@ppimusic.ie

(or as otherwise notified to that party under this Clause 10).

10.2 Any notice or communication shall be deemed to have been received:

10.2.1 If delivered by hand or sent by prepaid recorded or registered post or prepaid international recorded airmail, at the time of delivery;

10.2.2 If by post (other than by prepaid recorded or registered post) or airmail (other than prepaid international recorded airmail), 5 (five) Business Days from the date of posting; and

10.2.3 If sent by email, on the day of transmission, save that in the event that the sending party receives either a notification that an email has not been successfully delivered or an 'out of office' return email, such notice or communication shall be deemed not to have been received by the receiving party and the sending party shall use another means of giving such notice or communication in accordance with this Clause 10,

Provided that if deemed receipt occurs before 9 a.m. on a Business Day the notice shall be deemed to have been received at 9 a.m. on that day, and if deemed receipt occurs after 5 p.m. on a Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9 a.m. on the next Business Day.

10.3 This Clause 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11 NO PARTNERSHIP, JOINT VENTURE OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

12 VARIATION

This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representative of each of the parties.

13 WAIVER

Waivers of any rights or remedies under this Agreement may only be given in writing. No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair the right or remedy or operate to be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

14 ENTIRE AGREEMENT

14.1 This Agreement supersedes all prior agreements and arrangements between the parties relating to the rights granted to the Licensee under this Agreement and embodies the entire understanding and all the terms agreed between the parties relating to such rights. No terms, obligations, representations, promises or conditions (whether oral, written, express or implied) have been made or relied upon other than those contained in this Agreement. For the avoidance of doubt, each party irrevocably waives any right it may have to seek a remedy for:

14.1.1 Any representation which has not become a term of this Agreement; or

14.1.2 Any breach of warranty or undertaking (other than those contained in this Agreement) whether express or implied, statutory or otherwise.

14.2 Clause 14.1 shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement that was induced by fraud, the remedies for which shall be all those available under the law governing this Agreement.

15 SEVERABILITY

15.1 If any provision or part of a provision of this Agreement or its application to any party is, or is found by any authority of competent jurisdiction to be invalid or unenforceable, then insofar as it is invalid or unenforceable it shall be given no effect and deemed not to be included in this Agreement. This shall not invalidate any of the remaining provisions of this Agreement, all of which shall remain in full force and effect.

15.2 Further the Parties shall seek to negotiate in good faith an alternative provision or amendment limited to what is strictly necessary to ensure that the relevant provision is no longer unlawful or unenforceable but which, as far as reasonably practicable, substantially gives effect to the parties' intentions at the date of this Agreement and provides (to the extent that this is legally possible) equivalent commercial benefits to those anticipated by the parties at the date of this Agreement to be reasonably likely to result from the full performance of all of the provisions of the Agreement in accordance with their terms.

16 CONTRACT RIGHTS OF THIRD PARTIES

This Agreement is made solely and specifically between and for the benefit of the parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this agreement as a party to it and neither party can declare itself a trustee of the rights under it for the benefit of any third party

17 CONFIDENTIALITY

- 17.1 Subject to Clause 17.2, each party undertakes to the other party that it will (unless agreed otherwise by the other party):
- 17.1.1 Treat (i) all commercially sensitive information, whether of a technical nature and/or otherwise, communicated to it in accordance with this Agreement and/or in connection with this Agreement; and (ii) the terms of this Agreement, as confidential (and all such information shall be referred to as "**Confidential Information**");
 - 17.1.2 Not disclose the Confidential Information to any person, firm or company (other than to its directors, employees, auditors and other professional advisors and, in the case of PPI, to its boards and committees) and/or to the media; and
 - 17.1.3 Not use the Confidential Information other than for the purposes of this Agreement.
- 17.2 Clause 17.1 shall not apply to any Confidential Information:
- 17.2.1 Which is in the public domain other than by default of the recipient party;
 - 17.2.2 Which is obtained by the recipient party from a bona fide third party that has no restraint on its free right of disposal of the Confidential Information;
 - 17.2.3 Which is or has already been independently generated by the recipient party;
 - 17.2.4 To the extent that it is required to be disclosed by law (and/or applicable regulation), order of a court or tribunal of competent jurisdiction, request and/or direction of any governmental or other regulatory authority;
 - 17.2.5 To the extent that it is reasonably necessary for PPI to (i) disclose to a PPI Member or performer (or person or organisation acting on their behalf) in order to properly account to such PPI Member or performer for the monies paid to it in respect of this Agreement and/or (ii) obtain the relevant mandate from a member for the purposes of this Agreement;
 - 17.2.6 To the extent that it is reasonably necessary to be disclosed to a court or tribunal of competent jurisdiction in order to enforce a party's rights against the other.
- 17.3 The parties agree that any information in a usage return shall be Confidential Information for the purposes of this Clause 17, provided that, notwithstanding Clauses 17.1, 17.2 and 17.3, either party may use the information in a usage return for the purposes of renewal negotiations of this Agreement.
- 17.4 Neither party shall issue any press release or other statement announcing this Agreement unless the other party shall have approved in writing the contents of that release or other communication (that approval not to be unreasonably withheld or delayed).

Without prejudice to this Clause 17, the Licensee may disclose the terms of this Agreement only to a company that is a member of the Sky Group as at the date of signature of this Agreement and remains a member of the Sky Group during the Licence Period. Further, if the Licensee wishes to disclose this Agreement to a member of the Sky Group that only becomes a member of the Sky Group after the date

of signature of this Agreement then PPI agrees to discuss in good faith approving such disclosure to such new member of the Sky Group. Notwithstanding the foregoing, the Licensee shall be entitled disclose the terms of this Agreement to Comcast Corporation, provided always that the Licensee remains part of the Comcast Corporation group of companies for the Licence Period, and to NBC Universal Subsidiaries of Comcast Corporation, provided always that NBC Universal remains part of the Comcast Corporation group of companies for the Licence Period.

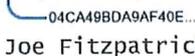
18 COUNTERPARTS AND ELECTRONIC DELIVERY

- 18.1 This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be an original, but all of which taken together shall constitute one and the same instrument.
- 18.2 Delivery of an executed Agreement transmitted electronically in either (i) tagged image format (TIF) or portable document format (PDF), or (ii) electronically signed via DocuSign (or similar electronic signature package) shall be equally as effective as delivery of a hard copy of an executed Agreement.

19 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland and the Courts of the Republic of Ireland shall have exclusive jurisdiction to deal with any disputes in relation thereto.

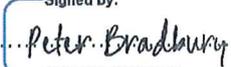
SIGNED by an authorised representative for and on behalf of PPI

.....
Name:  (signature)
 04CA49BDA9AF40E...
Joe Fitzpatrick

Position: Company Secretary

Date: 29 May 2025

SIGNED by an authorised representative for and on behalf of the Licensee

.....
Name:  (signature)

Position: Peter Bradbury

Date: Mr

29 May 2025

Schedule 1 – List of Channels

Schedule 2 – List of Relevant Third-Party Operators

Schedule 3 –

Schedule 4 -