



## **RIGHTSHOLDER LICENSING AGREEMENT**

### I. PARTIES

This agreement ("Agreement") is between \_\_\_\_\_ ("LICENSOR") having its registered office located at \_\_\_\_\_ and a company number of \_\_\_\_\_, and Motion Picture Licensing Company (International) Limited ("MPLC").

### II. TERM

The term of this Agreement shall be two (2) years, starting on \_\_\_\_\_ and expiring on \_\_\_\_\_.

### III. RIGHTS

LICENSOR shall grant to MPLC and its affiliates, exclusive public performance / communication to the public / exhibition rights necessary for blanket licensing of motion pictures, television and other audiovisual programs intended for personal, private use only or as otherwise provided by LICENSOR for the titles for which LICENSOR holds or may acquire during the term of this Agreement ("Programs"). For clarification, retransmission rights are not included in the grant of rights.

Blanket licensing means MPLC's business of providing an MPLC Umbrella Licence or other similar product which permits the unlimited public performance / communication to the public / exhibition of LICENSOR's motion pictures, television and other audiovisual programs that are accessed from any legal linear or non-linear source and in any language in which they are distributed for non-commercial exhibition where there is no advertising regarding the exhibition in any media directed to the general public, and for which no fee or admission is charged.

LICENSOR shall grant to MPLC and its affiliates, exclusive public performance / communication to the public / exhibition rights necessary for Title-by-Title licensing of motion pictures, television and other audiovisual programs that are accessed from any legal linear or non-linear source and in any language in which they are distributed for the titles for which LICENSOR holds or may acquire during the term of this Agreement for exhibitions which may advertise to the general public and/or where admission is charged.

LICENSOR represents and warrants that it has the rights necessary to enter into this Agreement and is authorized and has the power to derive revenue from the programs in the manner and form provided in the Agreement, free and clear of any and all liens, claims and encumbrances.

### IV. TERRITORY AND MARKETS

"Territory" for blanket licensing shall mean worldwide.

"Markets" shall mean all non-theatrical markets.

### V. ROYALTY CALCULATION

LICENSOR shall be entitled to its allocable share of licence fees collected in each repertoire or royalty pool in which LICENSOR participates.

The payment of fees to LICENSOR will be net of all withholding taxes, if any. MPLC guarantees LICENSOR that the same method of allocation is employed by MPLC in making allocations to all MPLC Licensors.

MPLC, the international rights clearing and royalty administration organization, will deduct a ten percent (10%) administrative fee from LICENSOR's fee allocation in cases of cross border royalty payments.

MPLC will pay LICENSOR its allocable share of collected licence fees on a calendar quarterly basis after the starting date in Term II. Payment and royalty statements are sent no later than sixty (60) days following the close of any quarter in which licence fees are collected. In cases where invoices are required, royalty statements are sent no later than sixty (60) days following the close of any quarter and payment will be made upon receipt of the ensuing invoice.

#### VI. OBLIGATIONS

LICENSOR will provide to MPLC, a complete list of all films/titles by country as to which LICENSOR holds rights to authorize public performances of the type provided for in this Agreement.

LICENSOR shall provide, at no additional cost, available advertising and publicity materials.

MPLC is responsible for paying all of its operating costs during the period, and may not charge any amounts back to LICENSOR. LICENSOR is responsible for paying all third parties of any kind whatsoever including, but not limited to, profit participations and fees due to music copyright licensing and collection entities for synchronization and mechanical rights.

#### VII. NOTICE

Any notice provided for herein shall be given in person; by first class post; by reputable overnight carrier, postage prepaid; addressed to the party to be notified at the address specified as follows: MPLC, MPLC House, 4 Saffrons Road, Eastbourne, East Sussex, BN21 1DG, UK with a copy to MPLC Legal at 5455 Centinela Avenue, Los Angeles, California 90066 USA or to LICENSOR at \_\_\_\_\_.

#### VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and shall be submitted to the exclusive jurisdiction of the English courts in London.

If this Agreement meets with your approval, please sign and return an executed copy of this letter.

MOTION PICTURE LICENSING COMPANY (INTERNATIONAL) LIMITED

BY: \_\_\_\_\_  
Printed Name:  
Title:

AGREED TO THIS        DAY OF        , 2019:

LICENSOR

BY: \_\_\_\_\_  
Printed Name:  
Title: