

TV World Productions Ltd - UK Company Number 6692798

CHANNEL PROVISION MUTUAL UNDERSTANDING AGREEMENT

www.tvworldproductions.com

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This agreement document is between TV World Productions Ltd - UK Company number – 6692798 (hereby referred to as ‘content provider’) and a set top box manufacturer or provider (hereby referred to as ‘distributor’). The agreement concerns the provision of dedicated niche IPTV channels created and operated by TV World Productions Ltd. We are offering these channels to set top box providers and manufacturers on a free of charge basis to assist our advertising reach worldwide.

The agreement is as follows:

1. CONTENT PROVISION - The content provider agrees to provide dedicated channels to the distributor on a free of charge basis. It is agreed the content provider will supply all technical information, including IP and web addresses, to enable the technical team of the distributor to assign such channels to set top boxes. It is agreed the content provider will supply the channel fully packaged in a choice of the following formats – WMV media, H.264 or Flash formats, depending on the requirements of the distributor.
2. CHANNEL PROVISION - Distributor agrees to assign dedicated set top box space to the content provider to enable broadcast of the specified channels. It is also agreed that the distributor supplies adequate set top box space on an ongoing basis for the duration of the agreement.
3. LICENCING - Content provider agrees to arrange all licences, including PRS and any copyright agreements for broadcasting of content on channels provided to distributor. Distributor also agrees to arrange all relevant licences required to broadcast using their set top box.
4. LEGAL IDEMNIFICATION - Both parties agree to indemnify each other from any legal actions regarding this agreement.

2.

1. FORCE MAJEURE - Neither party will be liable for any failure to perform any obligation hereunder, or for any delay in the performance thereof, due to causes beyond its reasonable control, including, without limitation, industrial disputes of whatever nature, acts of God, public enemy, acts of government, failure of telecommunications, fire or other casualty.
2. PUBLICITY - Either party may make a public announcement regarding the fact of the establishment of the relationship described in this agreement, subject to the approval of the other party.
3. UNDERSTANDING - This agreement expresses the understanding between the parties and both agree that no oral understandings have been made. This agreement may only be amended by written instrument signed by both parties. Each party acknowledges it has not been induced to enter this agreement by any representations of assurances, whether written or oral and agree that each has not received any promises or inducements.
4. REVENUE SHARE – It is agreed that both parties may enter into a revenue share arrangement in the future. This would be via a negotiated agreement between both parties to be decided.
5. TIME FRAMES - This agreement is in force for 12 months from the date of signing, with an automatic renewal every 12 months unless agreement is cancelled with the mutual signed agreement of both parties.
6. ADVERTISING AGREEMENT – Distributor agrees that there will be no restrictions placed on the advertising content provided by the content provider relating to the provision of the channels. It is agreed the advertising will meet internationally recognised standards.
7. AGE RESTRICTIONS/CONTENT – Content provider agrees to restrict access to any material deemed unsuitable for younger audiences with technical barriers for viewing, should content be rated unsuitable for certain age groups. Most, if not all of our content is G rated.
8. STREAMING COSTS – It is agreed by both parties that streaming costs be met by content provider, unless unexpected additional streaming costs are incurred by the result of this agreement.

3.

Both parties agree to the terms stated above.

Signed on behalf of TV World Productions Ltd. (Content provider)

Geoff Harrison – Director.

Date:

Signed on behalf of .........................................(Distributor)

Date:

Please fax this agreement back to the following number:

+44 1273 401947