

**PRODUCT LICENCE AGREEMENT
“ERIC”
DEAL TERMS**

DATE OF AGREEMENT	
1. COMPANY	Sister (Eric) Limited (Company Number: 14254907) 17 – 18 Haywards Place, London, EC1R 0EQ (the “ Company ” which expression shall be deemed to include the Company’s successors in title, licensees and assigns)
2. LICENSOR	SolCity Navegacion SRL, 4 Park Center Court, Suite 200A, Owings Mills, MD 21117 USA (the “ Licensor ”)
3. PRODUCT	Vector map set out in Schedule 1 (the “ Material ” which expression shall include all trade marks, service marks, trade names, logos, slogans, copyright and other intellectual property featured in such Material image(s) of which are attached in Schedule 1 to this Agreement)
4. PROGRAMME	“ERIC” (Working Title) (the “ Programme ”)
5. THE FEE	£1 (receipt of which is acknowledged) (the “ Fee ”)
6. SPECIAL CONDITIONS	N/A
7. AGREEMENT	This Agreement consists of these Deal Terms and the attached Standard Terms of Agreement.

In consideration of the Company’s reliance on this Agreement and the Company’s promise to pay the Fee, the Licensor shall make the Material available to the Company for inclusion in the Programme.

For and on behalf of

Agreed and accepted

SISTER (ERIC) LIMITED

SolCity Navegacion SRL

**PRODUCT LICENCE AGREEMENT
"ERIC"**

STANDARD TERMS OF AGREEMENT

1. Composition of Agreement

1.1 If there is a conflict between the Deal Terms and the Standard Terms of Agreement, the Deal Terms shall prevail.

2. Rights

2.1 In consideration of the payment by the Company to the Licensor of the Fee, receipt and sufficiency of which the Licensor acknowledges, the Licensor irrevocably and unconditionally grants and licenses to the Company with full title guarantee the non-exclusive right to include the Material in and/or in connection with the Programme and the irrevocable right to exploit the Programme containing the Material, and all allied and ancillary rights thereto, in any and all media and by all means, whether now known or hereafter invented, throughout the world in all languages, for the full period of copyright together with all possible renewals, revivals, reversion and extensions of the same and thereafter in perpetuity to the extent permitted by law without the need for any further payment to the Licensor or any third party.

2.2 The Licensor irrevocably and unconditionally waives in perpetuity (and agrees and undertakes not to assert) any and all moral and/or performer's rights that it may have in and to the Material, the Programme and any and all allied and ancillary rights thereto whether arising under Sections 77 to 85 (inclusive) of the Copyright Designs and Patents Act 1988, as amended (the "Act") or otherwise, and the benefits of any provision of law known as "droit moral" or any similar law in any part of the world.

3. Warranty and Indemnity

3.1 The Licensor represents, warrants and undertakes that the Licensor owns and/or controls the Material and is fully authorised and entitled to enter into this Agreement and to grant to the Company the rights granted under this Agreement and that the Company's exercise of those rights shall not infringe the copyright or any other personal or property rights of any third party or entitle any third party to claim any payment from the Company.

3.2 The Licensor indemnifies and shall keep the Company indemnified, from and against any and all claims, demands, actions, proceedings, costs, damages, losses, liabilities and expenses (including without limitation legal costs, expenses and VAT) suffered or incurred directly or indirectly by the Company or any compensation paid or agreed to be paid by the Company to any third party arising out of any breach, non-performance or non-observance of any of the covenants, warranties, representations, undertakings and agreements contained or implied in this Agreement.

4. Confidentiality

4.1 The Licensor shall not, other than to the Licensor's professional advisers or as may be required by law, without the Company's prior written consent, make any statement, announcement or give any information directly or indirectly relating to the Programme, any person involved in or associated with the Programme, this Agreement, the internal affairs of the Company or the commercial relationship of the Company with any financing partner (i) to any journalist, critic or correspondent of any newspaper or publication (ii) to any person, firm or company by whom or in any circumstances in which the repetition or publication of any such statement might reasonably be anticipated, or (iii) on any on-line messaging service, website, blog, social network (including, but not limited to, Facebook, Twitter, Google Plus and YouTube) or any other internet or intranet-based form, regardless of whether such statement, announcement or comment is directed to one or more specific persons and regardless of whether such statement, announcement or comment can only be accessed by a limited group of people.

4.2 The Licensor shall not at any time do anything detrimental to or say anything detrimental about the Programme, the Company or any persons involved in or associated with the Programme.

4.3 The Licensor may not send out scripts (or extracts therefrom) to any third party.

5. Consents

5.1 The Licensor gives all consents which may be required under the Act to enable the Company to make the fullest use of the rights granted and licensed in this Agreement.

6. Anti-Corruption

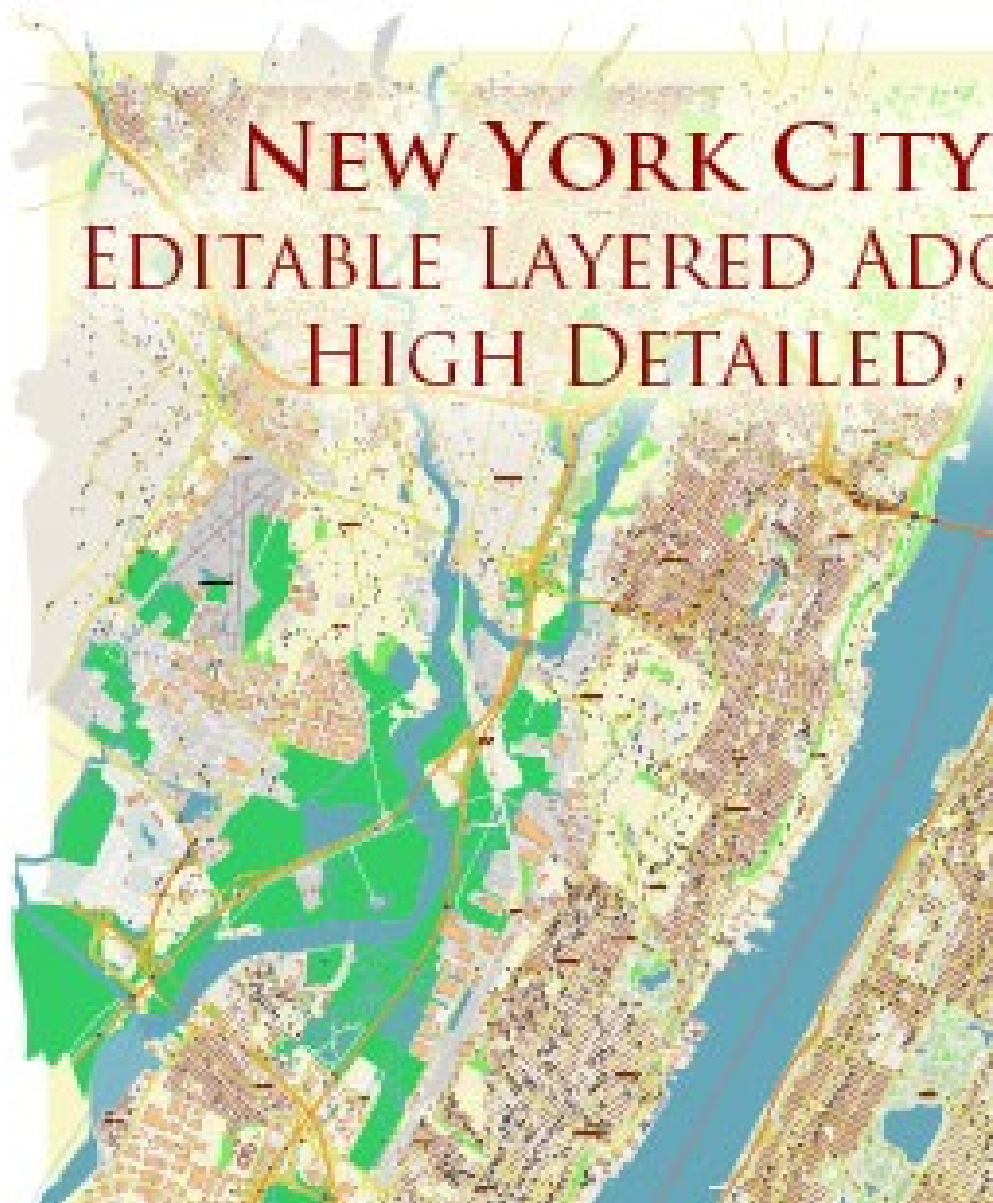
6.1 It is the policy of the Company to comply fully with the anti-corruption laws of the UK (including the Bribery Act 2010 ("**Bribery Act**")), the United States (including the U.S. Foreign Corrupt Practices Act, 15 U.S.C. section 78dd-1 and 78dd-2 ("**FCPA**") and any other applicable anti-corruption laws and legislation anywhere in the world (collectively and individually, the "**Anti-Corruption Laws**"). The Licensor represents and warrants that the Licensor is aware of the Bribery Act and FCPA, which prohibits the bribery of public officials of any nation and that the Licensor has taken no action and will take no action which would be in violation of the FCPA and/or the Bribery Act, nor will the Licensor cause the Company, its subsidiaries, assignees and/or affiliates to be in violation of the Bribery Act and/or FCPA. Any violation of the Anti-Corruption Laws by the Licensor will entitle the Company to immediately terminate this Agreement. The Company expects the Licensor to conduct business legally, ethically and with the highest levels of integrity. Offering or accepting bribes or engaging in bribery of any kind is strictly prohibited. The determination of whether the Licensor has violated the Anti-Corruption Laws will be made by the Company in its sole discretion.

7. Data Protection Act

- 7.1 The Company is committed to safeguarding and protecting the Licensor's Personal Data (as defined in the Data Protection Act 2018 which incorporates the General Data Protection Regulation ("Data Protection Act")). This Clause 7 sets out a brief summary of how the Licensor's "Personal Data" will be processed (being data relating to a living person which can be directly/indirectly linked to that person or identified when the Personal Data is read in conjunction with other readily available information including without limitation any one or more of their name, address, images, phone numbers, personal email, date of birth, bank/pay roll, next of kin, passport particulars and IP address). Further information can be found in the Company's Privacy Notice as may be amended from time to time and available for download at <https://www.sister.net/privacy-notice-eric>.
- 7.2 The Licensor understands the Company will be processing the Personal Data provided or given access to (including without limitation that contained in this Agreement) and that related to and contained in the Material if applicable (a) to produce, exhibit, promote, transmit, distribute, translate or dub, reproduce and otherwise exploit the Programme and for any advertising, publicising or promoting of the Programme in any media formats now known or hereafter invented worldwide as the Company deems fit and allow third party assignees and licensees to do the same (the "Uses"); (b) for compliance or legal obligations and (c) where necessary for medical reasons or assessing the Licensor's capacity to provide the Material in respect of this Agreement. The Licensor acknowledges that the Company may need to share the Personal Data with producers, developers, affiliates and/or group companies, commissioners, broadcasters, distributors, professional advisors and financiers.
- 7.3 The Licensor accepts that where the Licensor has provided or given access to "Special Category Data" pursuant to this Agreement (being any information relating to racial or ethnic origin, political opinions or religious belief, trade union membership, physical or mental health matters, sexual orientation/life and/or genetic and biometric data) the Company will or may use this for the purposes referred to in this Agreement.
- 7.4 The Licensor expressly acknowledges that for the purposes of the Data Protection Act and the performance of this Agreement, the lawful basis that the Company will rely on to process Personal Data is set out in this Clause 7 and the Privacy Notice for the Uses and on the legal bases (i) the Programme has substantial public interest; (ii) the legitimate interest of the Company and the third parties referred to above balances the Licensor's interests, rights and freedoms; (iii) the processing is necessary for the Company and/or the above referred to third parties in order to comply with their legal obligations; and/or (iv) the Programme or material ancillary thereto (incorporating the Material) may exist and/or be archived for the purposes of historical/ public interest.
8. **Miscellaneous**
- 8.1 The Company gives no guarantee that the production of the Programme will proceed to completion and the Company is not obliged to include the Material in the Programme.
- 8.2 The Licensor irrevocably releases the Company from all liability of whatsoever nature arising as a result of the portrayal of the Material in the Programme, including any claims in respect of defamation or invasion of privacy or otherwise.
- 8.3 All rights granted under this Agreement shall be irrevocable under all circumstances and shall not be subject to reversion, termination, rescission, injunction or other equitable relief. The Licensor agrees that its remedies in the circumstances of any breach or repudiation of this Agreement by the Company or any third party shall be limited to an action at law for damages, if any, actually suffered by the Licensor and in no event shall the Licensor be entitled to injunct, enjoin or restrain the development, production, distribution, advertising, publicity, or exploitation of the Programme or any of the allied and ancillary rights connected with the Programme.
- 8.4 Nothing contained in this Agreement shall be deemed to constitute or create a partnership or joint venture between the parties and neither party shall hold itself out as the agent of the other.
- 8.5 No waiver by the parties of any failure by them to perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of any covenant or condition of this Agreement.
- 8.6 The Company shall be entitled to assign this Agreement to any third party.
- 8.7 If any clause or any part of this Agreement or its application to any party shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, this judgment shall not affect the remainder of this Agreement, the terms of which shall remain in full force and effect.
- 8.8 This Agreement represents the entire agreement between the parties in respect of its subject matter and replaces any previous agreement(s) relating to the subject matter and may be varied only in writing signed by the parties.
- 8.9 This Agreement may be validly executed in any number of counterparts each of which when so executed and delivered shall be an original but which together shall form one and the same instrument. Executed counterpart signature pages of this Agreement sent by fax or scanned and transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) or the equivalent shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.
- 8.10 This Agreement and any related dispute or claim (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.
- 8.11 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no term or condition of this Agreement shall confer or be construed as conferring any right on any third party.

END

SCHEDULE 1



SKU: 2022.24.04.NYC.US.GVL17B.AI