

CLEARANCE AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Licensor") hereby grants to OASIS PRODUCTIONS LTD. (and/or any of its employees, agents, representatives, successors, assigns, and licensees, parent or subsidiary corporations) (collectively, "Producer"), the full, complete, and irrevocable right to use the following material:

VECTOR MAP OF GREAT BRITAIN AND IRELAND as per EXHIBIT A

and any photos, names, signage, art, design, labels, logos, music, special effects, images, likenesses and any other material contained therein (collectively, "Licensed Material"), in perpetuity and throughout the universe, in whole or in part, as a prop, set decoration, in dialogue and/or in any other manner Producer wishes, in and in connection with the production, distribution, exhibition and exploitation of the program currently entitled "**BACK IN ACTION**" (the "Program"), and/or any scenes from the Program in which the Licensed Material appears, and in and in connection with the advertising, marketing, promotions, publicity, and other materials, for and/or related to the Program and any telecaster or other exhibitor of the Program, in any and all media, versions and forms, now known or hereafter discovered or developed, in all languages, and in any ancillary exploitation thereof free and clear of any and all claims for royalties, residuals or other compensation to Licensor whatsoever.

Producer has the right to alter or modify the Licensed Material in any manner, at Producer's sole discretion. Licensor understands that Licensor shall not be accorded any credit for use of the Licensed Material. Licensor irrevocably waives and/or assigns to Producer Licensor's so-called "moral rights" in the Licensed Material for any and all uses. Producer shall have the sole right to determine the manner in which the Licensed Material shall be used pursuant to this agreement, and Producer shall not be obligated to use the Licensed Material as part of the Program or otherwise, or to broadcast or otherwise exhibit or exploit the Program.

AGREED AND ACCEPTED: _____

Licensor

By: _____

Signature

Dated as of 27th October 2022

Licensor hereby warrants and represents that it is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein, including, but not limited to any and all copyrights, trademarks, and rights in the likenesses of any people (if any) depicted in the Licensed Material, that it is authorized to enter into and execute this agreement, that the consent of no other person or entity is required to enable Producer to use the Licensed Material as described herein, and that such use will not violate the rights of any third parties.

Licensor agrees to indemnify and hold free and harmless to the fullest extent permitted by law, Producer, its parent, subsidiary, and affiliated organizations, and each of their respective agents, directors, officers, shareholders, employees, representatives, successors, licensees and assigns, from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable outside attorneys' fees, resulting from any breach or alleged breach of any warranty, representation, or agreement made by Licensor herein.

This agreement and all matters or issues collateral thereto shall be governed by the internal, substantive law of England and Wales without regard to the conflicts of law provisions thereof and the exclusive forum for any dispute shall be the state and/or federal courts located in England and Wales. In any action by Licensor for breach of any provision hereunder, Licensor agrees that its exclusive remedy shall be an action at law for compensatory money damages (but not punitive or consequential) and in no event shall Licensor be entitled to injunctive or any other equitable relief, and Licensor will have neither the right to rescind or terminate this agreement or any of Producer's rights hereunder. This agreement contains the parties' entire understanding relative to its subject matter and cannot be amended except by a written instrument signed by the parties hereto. Producer shall have the right to freely assign and license this agreement and all or a portion of its rights hereunder, without Licensor's consent. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or contract. Licensor acknowledges that Producer will rely on this permission potentially, at substantial cost to Producer.

Address

Print

EXHIBIT A



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