

Consent and Licence for Incorporation of Third Party Material

Programme (working title)	Blue Lights (Series 2)
Producer ("the Company")	Two Cities (Blue Lights 2) Limited
Production Contact	Meilynn Cheung
Owner Name, address, contact name, tel & email	Kirill Shrayber, ph.d. Sol City Nav LLC 651 N Broad St Suite 201, Middletown, DE US +1(786) 292-6893, vectormapper@gmail.com
Filming Period	July 2023

In this agreement the following words and expressions will have the following meanings:

"Intellectual Property Rights" means all copyright, rights in the nature of copyright, unregistered trade marks, registered trade marks and applications and the right to apply for such, design rights, brand rights, rights of privacy and all other such rights or forms of protection having an equivalent or similar effect to any of the foregoing arising anywhere in the world;

"Material" means Props all as further detailed in the attached Schedule.

1. The Owner hereby grants to the Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence and consent to the Company to use the Material (or any part thereof) in any way whatsoever for the purposes of (a) filming, recording and incorporating the Material in the Programme; (b) transmitting, distributing, broadcasting and exploiting the Programme (or any part thereof) incorporating the Material in any and all languages and media now known or hereafter devised; and (c) the promotion, marketing and advertising of the Programme (including promoting its availability on products and/or services capable of exhibiting the Programme) and in merchandising, sound recordings, commercial/promotional tie-ins and partnership marketing campaigns for the Programme in any and all languages and media now known or hereafter devised all as the Company deems fit (the **"Rights"**).
2. The Owner hereby warrants that it owns or controls (or that it is the lawful licensee with the lawful ability to sub-licence to the Company on the terms hereof) all of the Intellectual Property Rights in and to the Material and the Owner confirms to the Company that it has full power and authority to grant the Rights and that all corporate and other action required to authorise the execution of this agreement has been duly taken and the Owner undertakes to take all further action and execute all further documents as may be required to vest in or further assure to the Company the Rights granted. The Rights granted hereunder are legal and valid obligations binding upon the Owner.
3. The Owner hereby confirms to the Company that the licence granted hereunder will allow the Company, its assignees and licensees to use the Material in accordance with the Rights granted in Clause 1 hereof without any further payment being due to the Owner.
4. The Owner acknowledges that in photographing or incorporating the Material the Company is depicting or portraying any person(s) appearing in the Material in the Programme, either directly or indirectly. The Owner releases the Company, its assignees and licensees from any and all claims and demands arising out of or in connection with any exploitation of the Rights granted hereunder, including but not limited to claims related to present or future copyright or trade mark infringement, infringement of privacy or publicity rights, defamation, infringement of moral rights and any other personal and/or property rights whatsoever and howsoever arising in any



jurisdiction throughout the world. The Owner shall not assert or maintain any such claim or demand against the Company, its assignees and licensees at any time now or in the future.

5. The Owner hereby agrees with and acknowledges to the Company that it shall be entitled to cut, edit, modify, dub, translate and/or subtitle the Programme in all languages as the Owner deems fit. The Company is not obliged to include the Material or any part thereof in the Programme and shall not be liable to the Owner in respect of any loss of publicity, reputation or otherwise, arising from any failure to exploit. The Company shall be entitled to assign the benefit and/or obligations hereunder to third parties at its sole discretion. The Owner shall not be entitled to assign the benefit and/or obligations hereunder to any third party and any such purported assignment shall be void *ab initio*.
6. The Owner undertakes not to enter into any arrangements with any third parties which involve the promotion of products or services in the Programme.
7. The Owner hereby grants the Company any and all consents which may be required under the Copyright, Designs and Patents Act 1988 and all similar acts in any jurisdiction (or any amendment, variation, modification or re-enactment of same) to enable the Company to make the fullest use of the Rights granted.
8. The Owner shall indemnify the Company, its assignees and licensees against any loss or harm it suffers as a direct result of any breach by the Owner of the terms of, or warranties contained in, this agreement.
9. In the event of a breach by the Company of any of its obligations hereunder or pursuant to statute or common law the Owner's rights and remedies (if any) shall be limited to an action to recover damages at law and in no event shall the Owner be entitled by any such breach to rescind this agreement or to receive any interdict, injunction or other equitable relief or to enjoin or restrain the production, distribution, exhibition, broadcast, advertising, promotion or exploitation of the Programme or any of the Rights granted hereunder.
10. The Owner shall (and shall ensure that its employees, agents and advisors likewise) keep the contents of this agreement and all matters connected with it and/or the Programme (including, without limitation, the premise, cast, production methods and concept of the Programme) strictly confidential at all times.
11. Any amendments to this agreement must be in writing signed by both parties. The terms of this agreement shall be governed by Northern Irish law and the Northern Irish courts shall have exclusive jurisdiction.
12. Producer hereby acknowledges that the Product shall not be depicted in a manner which is derogatory to the Product and in this regard you hereby acknowledge that you have been advised of and agree to the manner in which the Product will be used in the Film and confirm that you agree that such use is not derogatory to the Product in any manner.

Yours faithfully

Signed: KIRILL SHRAYBER

Date: 11/20/2023

Owner

For on behalf of Vectormaps



Signed: _____

Date: _____

For and on behalf of Company

SCHEDULE of MATERIAL

Thanks for shopping with us

Hi Twocities (Blueights 2) Ltd,
We have finished processing your order.

Downloads

Product	Expires	Download
Belfast Northern Ireland UK Vector Map Exact City Plan High Detailed Street Map Adobe Illustrator in layers	July 26, 2023	Belfast Northern Ireland UK Vector Map Exact City Plan High Detailed Street Map Adobe Illustrator in layers

[Order #93047] (July 24, 2023)

Product	Quantity	Price
Belfast Northern Ireland UK Vector Map Exact City Plan High Detailed Street Map Adobe Illustrator in layers	1	\$ 43.00
Subtotal:		\$ 43.00
Payment method:		MasterCard ending in 6853

