


ARTWORK/POSTER/PHOTOGRAPH/FOOTAGE RELEASE

PARTIES	
Producer	ITV Shetland Limited (Company Number: 08554937) of ITV White City, 201 Wood Lane, London, W12 7RU (Producer)
Licensor	Kirill Shrayber PHD 36-5060884 (Company Number:.....) SolCity Nav, LLC of (Licensor)
Programme	Shetland (Programme)
Work	1. Area 51 Nevada Map 2. Moscow Map 3. Russia Map Author: Kirill Shrayber, Ph.D. (Work)
Fee	NIL (exclusive of value added tax) (Fee) payable as follows:
For and on behalf of	Agreed and accepted
_____	DocuSigned by: 
PRODUCER	9CF5ECE77D2A4B0... LICENSOR
Date:	Date: 3/26/2024

In consideration of the Producer's payment of the Fee and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereby agree as follows:

- 1) The Licensor irrevocably and unconditionally grants to the Producer and its affiliates, successors, assignees and licensees the right (but not the obligation) to film, photograph, record, reproduce or otherwise use the Work in perpetuity (or for the entire term of copyright and any and all extensions and renewals under the applicable law) 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 Programme and in and in connection with the advertising, marketing, promotions, publicity, and other materials, for and/or related to the Programme and any distributor of the Programme, in any and all media, now known or hereafter developed, in all languages, and in any ancillary exploitation free and clear of any and all claims for royalties, residuals or other compensation to the Licensor whatsoever (the rights granted in this paragraph being referred to herein as the **Granted Rights**). References to "Programme" herein shall be deemed to include (without limitation) trailers, advertisements, promotional films and music videos, featurettes, documentaries and any related so-called "behind the scenes" programming, whenever produced.
- 2) The Licensor releases the Producer, its affiliates, successors, assignees and licensees from all claims and demands arising out of or in connection with any exploitation of the Granted Rights including, without limitation, any and all claims relating to copyright or trade mark infringement, invasion of privacy, infringement of publicity rights, defamation, and any other personal and/or property rights in any part of the world and agrees not to assert or maintain any such claim against the Producer, its affiliates, successors, assignees and/or licensees at any time in the future.
- 3) The Licensor waives (and confirms that all third parties appearing in the Work have waived) in perpetuity all moral rights that the Licensor or any third parties may have in and to the Work provided under this Letter and the Programme and all allied and ancillary rights in the Programme, whether arising under Sections 77 to 85 (inclusive) of the Copyright Designs and Patents Act 1988 as amended or otherwise.
- 4) The Licensor acknowledges that the sums payable under this Letter are a complete buy-out of all rights granted and the Licensor shall not be entitled to any further sums whatsoever by reason of the exploitation of the Programme or other exploitation permitted hereunder.
- 5) The Licensor warrants, represents and undertakes that: (i) it is the sole and absolute owner of the copyright and all other rights and property in the Work and has the absolute authority to grant to the Producer (and the consent of no other person or entity (including the subject or contents of the Work, if any) is required for the Producer to exercise) the Granted Rights; (ii) the Producer's exercise of the Granted Rights shall not violate or infringe any

rights or interests of any third party (including, without limitation, moral rights); (iii) the Licensor is authorised to enter into and execute this Letter; and (iv) the Licensor acknowledges that the Producer has been induced to proceed with the production, distribution and exploitation of the Programme in reliance upon this Letter.

- 6) The Licensor indemnifies the Producer and shall keep the Producer indemnified, from and against all claims, demands, actions, proceedings, costs, damages, losses and expenses, which shall include legal costs, expenses and VAT whether suffered or incurred directly or indirectly by the Producer or any compensation paid or agreed to be paid by the Producer to any third party arising out of any breach, non-performance or non-observance of any of the Licensor's covenants, warranties, representations, undertakings and agreements contained or implied in this Agreement;
- 7) The Producer gives no guarantee that the production of the Programme will proceed to completion or will include the Work.
- 8) To the extent the Work depicts any actual person (whether real or fictional), in reproducing the Work the Producer is depicting or portraying any person(s) appearing therein in the Programme, either directly or indirectly, fictionally or factually and the Producer shall have the right to do so, which right shall be deemed included in the Granted Rights.
- 9) As an overriding provision of this Letter (to the extent permitted by law), the Licensor irrevocably acknowledges and accepts that, notwithstanding anything to the contrary in this Letter, the full extent of the Producer's liability in respect of any breach of this Letter shall be limited to any property, assets or resources of the Producer purchased, developed, produced, created or acquired in respect of the Programme only.
- 10) The Licensor acknowledges that any application to enjoin or restrain the production, distribution, exhibition, advertising or exploitation of the Programme or any rights therein or derived therefrom would be excessively disruptive and unreasonably damaging to the Programme and to the Producer's and third parties' interests therein and the Licensor agrees not to apply for any such relief and accepts that the recovery of damages in an action at law will provide a full and appropriate remedy for any loss or damage incurred by the Licensor as a result of any breach of this Letter.
- 11) The Licensor agrees not to divulge or disclose any information of any nature or kind relating to the Programme or to the Producer's general affairs coming within the Licensor's knowledge by reason of the Programme.
- 12) For more information on how the Producer processes the Licensor's personal information, please read the Producer's privacy notice here: www.itvstudios.com/privacy-notices (**Privacy Notice**). A paper copy of the Privacy Notice can be provided to the Licensor on request. For the purposes of the Privacy Notice, the **Controller** of the Licensor's personal information is the Producer. If the Licensor has any questions about how the Licensor's personal information is used please contact myprivacy@itv.com.
- 13) The Licensor shall not charge, assign or licence this Letter to any third party. The Producer shall be entitled to charge, assign or licence the whole or any part of this Letter to any third party. If any nominee of the Producer enters into a deed pursuant to which such nominee assumes all obligations and liabilities of the Producer hereunder (**Assumption Deed**), the Producer shall be automatically released from all its obligations and liabilities hereunder with effect from when the Assumption Deed (or a copy) is sent to me.
- 14) The Licensor undertakes to do all further acts and execute all further documents as may be required to vest in or further assure to the Producer the rights herein expressed to be granted to the Producer.
- 15) This Letter constitutes the entire agreement between the parties in respect of the subject matter of this Letter.
- 16) This Letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction.