## "THE COUPLE NEXT DOOR" MAP RELEASE

Sol City Nav LLC of 651 N Broad St Suite 201, Middletown, DE USA ("you" and "your") hereby agree the following with respect to the proposed use by EAGLE EYE TCND LIMITED (company number 14314127) of 35 Soho Square, London, England, W1D 3QX ("we", "us" and "our", which terms shall include our successors in title, licensees and assigns) of the following MAPS in connection with the television programme presently entitled "THE COUPLE NEXT DOOR" (the "Programme") which we intend, but do not undertake, to produce:

## The "MAP", as set out in SCHEDULE 1.

In consideration of the payment of "One Pound (£1)" (the receipt and sufficiency of which you acknowledge), you hereby irrevocably grant us and persons authorised by us the right to take motion pictures and still photographs of the Map in connection with the Programme (including all ancillary rights therein and all advertising and publicity for the same) and edit and change such motion pictures and photographs in any manner as we see fit. We shall have the irrevocable right to make any and all uses of such motion pictures and photographs, or any portions thereof, in connection with the Programme anywhere at any time as we may deem fit, including but not limited to, by way of theatrical exhibition, television broadcasting, and any other method of exploitation (including without limitation all online, interactive and/or other digital media), whether now known or hereafter devised in any language in perpetuity throughout the world, together with the right to display and use, and to authorise others to display and use, such motion pictures and photographs for advertising, publicising, promotion, or otherwise exploiting the Programme, or any of our rights hereunder.

- 1. You hereby acknowledge that you have no interest of any kind or nature whatsoever in such motion pictures or still photographs made or taken by us on or of the Map, and you agree that we shall have all rights therein. Nothing herein shall obligate us to take motion pictures or still photographs, or to use said pictures or photographs, or to otherwise use the Map.
- 2. All rights in the motion pictures, photographs and recordings made and/or taken which include the Map shall vest in us and we shall be entitled to assign, license and/or exploit the same by all means and in all media in perpetuity as we may at our absolute discretion elect.
- 3. You hereby represent, warrant and undertake that you own and/or control the Map and all rights in the same, have the full right to enter into this agreement, that you are authorized to grant us all of the rights set forth herein, that the consent of no other party is necessary to enable us to use the Map as herein provided and that the exercise of our rights will not: (a) infringe the copyright or any other personal or property rights of any person; or (b) entitle any person to claim any payment from us or from any of our licensees. You realise that in taking any motion pictures and still photographs of the Map, which is at substantial cost to us, we are relying upon the rights granted to us hereunder.
- 4. All rights granted under this agreement shall be irrevocable under any and all circumstances and shall not be subject to reversion, rescission or termination. You acknowledge that any application to enjoin, restrict or restrain the exploitation of the Programme and/or any of the rights granted hereunder would be excessively damaging to the Programme and our and third parties' interests therein. Consequently you hereby agree not to apply for any such relief and accept that an action in law for the recovery of damages actually suffered by you will provide a full and appropriate remedy for any loss or damage suffered by you as a result of any breach of this agreement by us.
- 5. You represent and warrant that neither you nor anyone acting for you gave or agreed to give anything of value (except for the Map which was furnished for use solely on or in connection with the Programme) to any member of the production staff, anyone associated in any manner with the Programme or any representative of the network broadcasting the Programme, for mentioning or displaying your name or the name of the company which you represent or any of its products, trademarks, trade names, or the like. You understand that any broadcast identification of the Map which may be furnished shall, in no event, be beyond that which is reasonably related to the Programme content. You are aware that an offence, unless disclosed prior to broadcast, to give or agree to give anything of value to promote any product, fice, or venture on the air. You further represent that you will not directly or indirectly publicise or otherwise exploit

the use, exhibition, or demonstration of the Map on the Programme for advertising, merchandising, or promotional purposes without our express written consent.

- 6. You shall indemnify and keep us indemnified from and against all actions, demands, claims, costs and damages however arising in respect of any actual or alleged breach or non performance of this agreement.
- 7. This agreement sets forth the entire understanding of the parties and may not be altered except by written instrument signed by the parties hereto.
- 8. We shall be entitled to assign the benefit of this agreement to any third party but shall remain liable to you for all of our obligations hereunder.
- 9. This agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this agreement electronically in either TIFF or PDF format shall be equally effective as delivery of a manually executed counterpart.
- 10. This agreement (and any non-contractual disputes and/or claims relating hereto) shall be construed and shall take effect in accordance with the laws of England and Wales and it is hereby agreed that the Courts of England shall have exclusive jurisdiction to resolve any dispute or claim which may arise out of or in connection with this agreement.

Please acknowledge your acceptance of the foregoing by signing this agreement in the space provided below.

Yours faithfully,

For and on behalf of **EAGLE EYE TCND LIMITED** 

Agreed to and accepted by:

Name KIRILL SHRAYBER

Print: KIRILL SHRAYBER

Title PRESIDENT

Date 23/11/2023

SCHEDULE 1.

MAPS:

SKU: 2018.01.05.EH.NL.GVL17B (EINDHOVEN)

SKU: 2017.02.01.LD.EN.UK.GVL17 (LEEDS)

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## THE COUPLE NEXT DOOR.

The Couple Next Door is a deliciously dark psychological drama exploring the stultifying claustrophobia of suburbia, and the fallout of chasing your darkest desires. When Evie and Pete move into an upmarket neighbourhood, they find themselves in a world of curtain twitching and status anxiety. But soon find friendship in the shape of the couple next door, alpha traffic cop Danny and his wife, glamorous yoga instructor Becka.

As Danny confronts a dark secret from his past, he quickly ends up in over his head when he moonlights from his day job to raise much needed cash. Devastated by a late term miscarriage, Evie finds herself transformed by grief, becoming uncharacteristically reckless and turning her back on her deeply religious family. Meanwhile, Pete investigates the dodgy dealings of a local businessman, unaware that the biggest scoop of his career could endanger one of his new neighbours' lives. And throughout it all, Becka's every move is being watched by a creepy local voyeur.

