

LICENSING AGREEMENT

I. PARTIES

This agreement ("Agreement") is between _____ ("LICENSOR") having its registered office located at _____ and a company number of _____, and Motion Picture Licensing Company International Limited ("MPLC").

II. TERM

The term of this Agreement shall be two (2) years, starting on _____ and expiring on _____.

III. RIGHTS

LICENSOR shall grant to MPLC and its affiliates, exclusive public exhibition rights necessary for blanket licensing of motion pictures and other audiovisual programs intended for personal, private use only or as otherwise provided by LICENSOR for the titles for which LICENSOR holds or may acquire during the term of this Agreement ("Programs").

Blanket licensing means MPLC's business of providing an MPLC Umbrella Licence or other similar product which permits the unlimited public performance of LICENSOR's motion pictures and other audiovisual programs that are accessed from any legal source and in any language in which they are distributed for non-commercial exhibition where there is no advertising regarding the exhibition in any media directed to the general public, and for which no fee or admission is charged.

LICENSOR represents and warrants that it is authorized and has the power to derive revenue from the Programs in the manner and form provided in the Agreement, free and clear of any and all liens, claims and encumbrances.

IV. TERRITORY AND MARKETS

"Territory" for blanket licensing shall mean.

"Markets" shall mean all markets.

V. ROYALTY CALCULATION

LICENSOR shall be entitled to its allocable share of licence fees collected in each repertoire in which LICENSOR participates in each market and each territory.

MPLC guarantees LICENSOR that the same method of allocations is employed by MPLC in making all allocations to all MPLC Licensors.

MPLC will pay LICENSOR its allocable share of collected licence fees on a calendar quarterly basis after the starting date in Term II hereof until all receipts attributable to licences issued are accounted for and paid, but no later than sixty (60) days following the close of any quarter.

VI. OBLIGATIONS

LICENSOR will provide to MPLC, a complete list of all films/titles by country as to which LICENSOR holds rights to authorize public performances of the type provided for in this Agreement.

LICENSOR shall provide, at no additional cost, available advertising and publicity materials.

MPLC is responsible for paying all of its operating costs during the period, and may not charge any amounts back to LICENSOR.

LICENSOR is responsible for paying all third parties of any kind whatsoever including, but not limited to, profit participations and fees due to music copyright licensing and collection entities for synchronization and mechanical rights.

VII. NOTICE

Any notice provided for herein shall be given in person; by first class post; by reputable overnight carrier, postage prepaid; or by facsimile; addressed to the party to be notified at page one of this Agreement or to LICENSOR at _____, Facsimile: _____.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Ireland and shall be submitted to the exclusive jurisdiction of the Irish courts.

If this Agreement meets with your approval, please sign and return an executed copy of this letter.

MOTION PICTURE LICENSING COMPANY INTERNATIONAL LIMITED

BY: _____
Printed Name:
Title:

AGREED TO THIS ____ DAY OF _____, 2017:

LICENSOR

BY: _____
Printed Name:
Title: