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| **Video content licence agreement****between****CAKEFLIX LTD.****and****CHONGQING YIYI TECHNOLOGY CO. LTD.** |
| **C:\Users\DYD\OneDrive - Blackadders LLP\Styles\Office Styles\Blackadders Logo (267 x 80).png**Mercantile Chambers, Floor 6,53 Bothwell Street,GlasgowG2 6TSTel: +44 (0)141 332 5666Website: [www.blackadders.co.uk](http://www.blackadders.co.uk)Ref: PAU/50/      |

Parties

1. Cakeflix Ltd., a company incorporated in Scotland (company number SC273523) having its registered office at 16 Union Place, Brightons, Falkirk, Scotland, FK2 0FH (the “Content Provider”)
2. Chongqing Yiyi Technology Co. Ltd., a company incorporated in [     ] (company number [     ]) having its registered office at [     ] (the “Platform Provider”)

Background

1. The Platform Provider intends to create a media platform that will offer the Service via the Network Providers.
2. The Content Provider controls the distribution of certain licensed or owned video Content.
3. The Content Provider hereby agrees to license the Content to the Platform Provider in order to allow the Platform Provider to fulfil its general purpose under recital (D).
4. The Content Provider desires that the Platform Provider makes the Content available to the End Users via the Platform in accordance with the terms and conditions of this agreement.

Agreed terms

1. Interpretation
	1. The following definitions and rules of interpretation apply in this agreement including, for the avoidance of doubt, the background recitals above:

Business Days: a day, other than a Saturday, Sunday or public holiday in Scotland, when banks in Glasgow are generally open for business.

**Commencement Date**: the date that this agreement is entered into between the parties, as stated on the front page.

Confidential Information: confidential commercial, financial, marketing or technical information, know-how, trade secrets, End Users' personal data and other confidential information relating to Platform Provider, Content Provider or Network Provider (including the terms of this agreement) in any form or medium whether disclosed orally or in writing before or after the date of this agreement, together with any reproductions of such information in any form or medium or any part of this information.

Content: any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information and material, including the metadata relating to any such content, provided by Content Provider under this agreement, as more specifically set out in the Content Specification.

Content Provider Marks: the trademarks, service marks, logos and other distinctive brand features of the Content Provider.

Content Provider Materials: the Content, the Confidential Information of Content Provider and the Content Provider Marks.

Content Specification: a list of all Content licensed under this agreement, as set out in Schedule 1.

Content Translations: audio translations of the Content.

Data Protection Legislation: the UK Data Protection Legislation and (for as long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation (*(EU) 2016/679)* and any other directly applicable European Union regulation relating to privacy.

DRM Technology: the digital rights management and content protection technology approved by the Content Provider and as reviewed by the parties from time to time.

End User: any person authorised by or on behalf of the Platform Provider to access the Service.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Launch Date: the date from which Content shall be made available on the Platform, in accordance with the Launch Schedule.

Launch Schedule: the schedule of dates, as agreed between the parties from time to time in writing and by reference to the Content Specification, on which specific Content, shall be made available on the Platform.

Net Revenue: all revenues received by the Platform Provider derived from subscriptions purchased by End Users after deduction of any applicable VAT and other agreed deductions.

Network Provider: an internet service provider, mobile network operator or any other provider of a network over which Content is transmitted.

Platform: the medium through which the Content is made available by the Platform Provider to End Users.

Platform Provider Advertising: any augmentation of the Content to for advertising purposes including, but not limited to, product placement, credits, branding and sponsorship.

Platform Provider Materials: the Service Technology, the Content Translations and the Confidential Information of Platform Provider.

Relevant Date: such date as agreed between the parties, failing which the date falling [1 month] from the Commencement Date.

Service: a video-on-demand service provided to customers.

Service Technology: the technological software and infrastructure used by Platform Provider in connection with the Service.

Term: the term of this agreement as set out in clause 12.

Territory: the People's Republic of China.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Use: the way in which the Content is deployed by Platform Provider in providing the Services, such deployment to include copying, hosting, electronically storing, caching, displaying, communicating, transmitting, making available and distributing the Content to End Users.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

1. Licence
	1. The Content Provider hereby grants to the Platform Provider a non-exclusive, non-transferable, royalty-free licence to Use the Content during the Term in the Territory in accordance with this agreement for the purpose of providing the Service to End Users including, without limitation, the non-exclusive right to copy, host, electronically store, cache, display, communicate, transmit, make available and distribute the Content to End Users.
	2. The Content Provider, by granting the licence detailed in clause 2.1, also grants the Platform Provider the express right to Platform Provider to grant a sub-licence to End Users to the extent necessary for End Users to view the Content.
	3. Under clause 2.1 and for the purposes of this agreement, the Platform Provider shall only be taken to have used the Content in a particular jurisdiction where the Content and/or the site on which the Platform is carried (the “Site”) are directed at that country. Access by any individual user from outside the Territory shall not constitute a breach of the licence terms in this agreement.
	4. The country at which the Site is directed under clause 2.3 shall be indicated by the format of the Uniform Resource Locator (“URL”) for that particular Site. For the avoidance of doubt, the URL relevant to the Territory shall be “**.cn**” and the location of an individual user shall be determined by their Internet Protocol (“IP”) address.
	5. The Content Provider and the Platform Provider acknowledge and agree that:
		1. all Intellectual Property Rights in the Content Provider Materials are the property of the Content Provider and/or its licensors;
		2. nothing in this agreement will confer on the Platform Provider any right of ownership in the Content Provider Materials;
		3. all Intellectual Property Rights in the Platform Provider Materials are the property of the Platform Provider and/or its licensors; and
		4. nothing in this agreement will confer on the Content Provider any right of ownership in the Platform Provider Materials.
	6. Notwithstanding the provisions detailed in clause 4.2 and clause 4.3, the Platform Provider shall be entitled to digitise, encode, aggregate, compress, index, technically manipulate, and otherwise change or modify the Content (including associating any applicable metadata provided by Content Provider with such Content) solely for the purposes of making the Content available on the Platform in accordance with this agreement, to the extent technically necessary for exercise of the rights granted in this clause 2.
	7. The Content Provider hereby grants the Platform Provider the right to Use and reproduce the Content Provider Marks solely as is reasonably necessary for the purpose of providing the Services.
	8. Notwithstanding the provisions of this clause 2 the parties acknowledge that the nature of a mobile network means that End Users may be able to access the Service outside the Territory when using a roaming connection, or if the network is accessible from outside the Territory.
	9. The Platform Provider grants to the Content Provider a non-exclusive, non-transferable, royalty-free licence to access and use the Platform during the Term, for the purposes of delivering, identifying and managing the Content to and on the Platform.
	10. The Platform Provider confirms and undertakes to use the Content Translations only for the purposes of providing the Content on the Platform and for no other purpose.
2. Delivery
	1. The parties may amend the Content Specification from time to time by agreement in writing.
	2. The parties shall, by no later than the Relevant Date, agree in writing, a Launch Schedule detailing the Launch Dates.
	3. The Content Provider acknowledges that Content must be provided to the Platform Provider at least [10 Business Days] in advance of the specified Launch Date to enable the Platform Provider to make Content available to End Users by that Launch Date.
	4. For the avoidance of doubt, the Launch Schedule shall contain at least the following information:
		1. the Launch Dates; and
		2. a reference to the Content Specification, identifying the Content to which the specific Launch Date relates.
	5. The Platform Provider shall, by no later than the Relevant Date and solely for the purpose of delivering, identifying and managing the Content to and on the Platform:
		1. provide the Content Provider with the rights to and means of:
			1. accessing the Platform including, for the avoidance of doubt, such administrative permissions or authorisations as are necessary to give the Content Provider view access to:
				1. payment gateway resources; and
				2. subscription information relative to the Services (including the number of subscribed End Users); and
			2. using the Platform; and
		2. throughout the Term, maintain suitable facilities for the pick up and transmission of the Content.
	6. From each Launch Date, Platform Provider shall make the relevant Content available to End Users via the Platform during the Term for a subscription fee and on an on-demand basis.
	7. Ownership of all Content delivered to the Platform Provider under this agreement shall remain with the Content Provider at all times notwithstanding that the same may not be in its possession or control.
	8. Risk in the Content shall pass to the Platform Provider upon delivery and such risk shall remain with Platform Provider until any such materials are returned to Content Provider's possession or control.
	9. Upon serving 24 hours' advance notice to the Platform Provider, where reasonably practicable, the Content Provider may, from time to time, in its reasonable discretion either temporarily suspend or permanently withdraw delivery of or access to any Content by the Platform Provider.
	10. The Platform Provider shall, as soon as reasonably practicable, following a request from the Content Provider, and in any event within 24 hours of such request, remove any specified Content from the Platform, if the Content Provider considers that, in its good faith judgment:
		1. The Platform Provider's distribution of the Content might infringe upon the rights (including but not limited to the Intellectual Property Rights) of any third party or in the event of any allegation by a third party of infringement of such rights or if the Content Provider has reason to believe that an allegation of infringement may be made by a third party as a result of such distribution;
		2. it no longer has, or it considers that it may no longer have, all requisite rights to permit the Platform Provider's distribution of the Content in accordance with this agreement;
		3. the Platform Provider's distribution of the Content, in whole or in part, might violate any law, regulation, court order or other ruling of any governmental, judicial or regulatory body or cause the Content Provider to suffer any loss or liability; or
		4. there is any other bona fide legal or commercial reason.
	11. In the event that the Content Provider either suspends or withdraws delivery of, or access to, any Content, the parties shall negotiate, in good faith, the provision by the Content Provider of replacement Content.
3. Functionality
	1. Subject to clause 4.2, the Content shall be available at all times from the Launch Date such that it can be viewed by an End User, in its entirety, in its original form without alteration, interpolation or elimination, on an on-demand basis.
	2. The Platform Provider shall not be entitled to edit, add to, delete from, alter, modify or, in any other way, change the Content (or any part of it) as delivered to it by the Content Provider nor shall Platform Provider overlay or frame any content over the Content, save for the Content Translations.
	3. Without prejudice to the generality of clause 4.1 and clause 4.2, the Platform Provider shall not alter, remove or obscure any trade mark, copyright or other proprietary rights notice incorporated in the Content.
	4. The Platform Provider shall use its best endeavours to advertise and promote the availability of the Content on the Platform.
	5. The Platform Provider shall not be entitled to distribute or market the distribution of the Content other than as provided for in this agreement.
4. Platform security
	1. The Platform Provider shall, at all times, maintain in force a range of security measures including, but not limited to:
		1. ensuring that the Content is protected by DRM Technology;
		2. ensuring that no individual or entity is permitted or encouraged to do anything whereby any Content, in whole or in part, may be stored or retransmitted;
		3. ensuring that the Platform Provider shall not, without the prior written approval of the Content Provider, introduce, supply, support or make available to End Users:
			1. any technology that may enable the Content, or any part thereof, to be forwarded, transmitted, or retransmitted by End Users in a manner which circumvents the DRM Technology; or
			2. any technology that may enable the Content, or any part thereof to be captured, downloaded or stored by End Users; and
		4. ensuring that, at all times, the Content is hosted on servers that are protected using robust, state-of-the-art security measures to prevent the unauthorised access to, and transmission, copying, modification and/or distribution of, the Content including, but not limited to:
			1. encryption;
			2. content scrambling;
			3. embedding of a tag;
			4. restrictive licence agreements with End Users;
			5. digital watermarks; and/or
			6. persistent online authentication.
	2. The Platform Provider acknowledges that such security measures must receive final approval from the Content Provider before they are implemented.
	3. The Platform Provider shall immediately inform the Content Provider in the event that it becomes aware of any unauthorised access, copying, modification, storage, forwarding, transmission and/or retransmission of the Content, or any part thereof, and shall take prompt and proper remedial action against such unauthorised acts.
	4. The Platform Provider shall, in respect of any remedial action taken under clause 5.3, provide regular updates to the Content Provider, such updates to conclude with a summary of the action taken to successfully remedy the unauthorised act.
	5. The Platform Provider shall take out and maintain adequate insurance on terms reasonably satisfactory to Content Provider with a reputable insurer to cover the liabilities of the Platform Provider arising under or in connection with this agreement. The Platform Provider shall make full details of the insurance and proof of payment of the premium available to the Content Provider on request.
5. Fees and payment
	1. The Platform Provider shall not be entitled to include any Platform Provider Advertising in the Content.
	2. The Platform Provider shall be entitled to retain 75% of the Net Revenue.
	3. 25% of the Net Revenue shall be paid by the Platform Provider to the Content Provider, exclusive of VAT and other sales taxes, on a monthly basis (payable on the last Business Day of each calendar month) in full and in cleared funds to a bank account nominated in writing by the Content Provider.
	4. The Platform Provider shall not be entitled to deduct or withhold any sums due to the Content Provider other than as required by law and the Platform Provider shall not be entitled to any credit, set-off, deduction, counterclaim or abatement, of any nature, against the Content Provider in order to justify withholding payment of any such amount in whole or in part.
	5. If the Platform Provider is required by any applicable present or future law, rule or regulation of any competent governmental or other administrative body, to make any deduction or withholding in respect of tax or otherwise from any amount or amounts payable to the Content Provider under this agreement, the Platform Provider shall:
		1. pay to the Content Provider an additional amount as will, after deduction or withholding has been made, leave the Content Provider with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding;
		2. promptly pay to the relevant authority within the period permitted by law the amount of such withholding or deduction; and
		3. provide the Content Provider with written evidence (including certification, where appropriate) that it has made the payment to the relevant tax authority.
	6. All amounts payable under this agreement shall be paid in pounds sterling.
6. Currency Conversion
	1. Where this agreement states or requires that an amount shall be converted to pounds sterling, the rate of exchange shall be the Bank of England's spot rate for the purchase of pounds sterling at close of business on the relevant day.
	2. For the purposes of this clause 7:
		1. "**close of business**" means 5pm; and
		2. "**the relevant day**" means the day that payment is due in terms of this agreement (or, if that is not a Business Day, the Business Day immediately following it).
7. Interest
	1. If either party fails to make a payment due to the other party under this agreement by the due date, then, without limiting the other party's remedies under clause 12,the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
	2. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
8. Warranties and indemnities
	1. Each party warrants and represents that it has the right and power to enter into this agreement, to perform all of its obligations under this agreement and to grant those rights and licences set out in this agreement.
	2. Each party warrants and represents that, at all times during the Term, they shall carry out their obligations conscientiously, with due care and skill, and in accordance with all applicable laws and regulations.
	3. Each party warrants and represents that it will use commercially available industry standard virus checking software to ensure that the Services are not adversely affected by any type of malicious software, including but not limited to:
		1. contaminated files;
		2. viruses;
		3. worms;
		4. Trojan horses; or
		5. other similar harmful components that could affect or delay delivery of the Services.
	4. Without limiting the Platform Provider's obligations under this agreement, the Platform Provider shall take all commercially reasonable steps to ensure that it, and any relevant subcontractors engaged by it in accordance with clause 12.4(b)(v), will comply with:
		1. any relevant security procedures established by either party in connection with the Services and/or this agreement;
		2. all applicable site and facility rules and regulations, when on Content Provider controlled sites;
		3. the Platform Provider's own internal security standards; and
		4. good industry practice.
	5. The Platform Provider warrants and represents that, at all times during the Term, it shall Use the Content and Content metadata only as expressly set out in this agreement.
	6. Except as expressly set forth in this agreement, neither party makes any warranties, express or implied and, to the fullest extent possible under applicable law, both parties hereby expressly disclaim any warranties, terms and conditions, express, implied or statutory with respect thereto, including without limitation, warranties or conditions of satisfactory quality, fitness for a particular purpose, as to the use of reasonable skill and care and non-infringement, and their equivalents under the laws of any jurisdiction.
	7. The Platform Provider shall fully indemnify and hold harmless the Content Provider from and against any damages, costs and expenses suffered or incurred by the Content Provider or awarded by a court of competent jurisdiction against the Content Provider as a direct result of or in connection with any claim or action from any third party made against the Content Provider that the Service, excluding the Content, infringes the Intellectual Property Rights of a third party.
9. Confidentiality and data protection
	1. The Platform Provider and the Content Provider both warrant and represent that they will keep confidential all Confidential Information disclosed to them by the other party.
	2. The obligations of confidentiality in this clause 10 will not apply to any matter that:
		1. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this agreement or any other obligations of confidentiality;
		2. was independently disclosed to it by a third party entitled to disclose the same; or
		3. was already known to the recipient before receipt from the other party.
	3. Both parties must establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of the Confidential Information.
	4. Each party will only store, copy or use the other's Confidential Information to the extent necessary to perform its obligations under this agreement.
	5. Each recipient may disclose Confidential Information as may be required by law, regulation or order of a competent authority to be disclosed, or as reasonably required to be disclosed to a professional adviser of the recipient, provided that, to the extent practicable in the circumstances, the disclosing party is in each case given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same to the owner of such Confidential Information.
	6. If any part of either party's Confidential Information ceases to be required by the other for the performance of its obligations under this agreement, such data must be returned to the other party or, upon that party's written request, destroyed.
	7. Both parties shall, during the Term of this agreement, comply with all applicable Data Protection Legislation.
	8. Both parties shall take and implement all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of any personal data they control or process under or in connection with this agreement.
10. Limitation of liability
	1. Nothing in this agreement will exclude or limit either party's liability:
		1. for fraud or fraudulent misrepresentation;
		2. for death or personal injury caused by its negligence;
		3. under clause 7;
		4. for wilful breach of this agreement; or
		5. for any other liability that cannot be excluded or limited by law.
	2. Subject to clause 11.1, neither party shall be liable to the other party under or in connection with this agreement, or any collateral contract, whether arising under statute or out of breach of contract, delict (including negligence), breach of statutory duty, or otherwise, for:
		1. any loss of profits, business, goodwill, reputation or loss of, damage to, or corruption of data; or
		2. any special, indirect or consequential losses.
11. Term and termination
	1. This agreement commences on the Commencement Date and shall continue thereafter for a period of [2 years] (the “Initial Period”).
	2. Neither party shall terminate the agreement during the Initial Period save where such party has cause to do so in accordance with clause 12.4.
	3. The Term of this agreement shall, at the end of the Initial Period, automatically renew for rolling periods of 1 year from each anniversary of the Commencement Date unless:
		1. extended for a longer period by express written agreement between the parties; or
		2. terminated in accordance with clause 12.4 or clause 12.5.
	4. Either party may terminate this agreement by written notice to the other party and with immediate effect where:
		1. the other party commits any material breach of this agreement, provided that where the breach is capable of remedy, such breach is not remedied within 10 Business Days of notice of the breach; or
		2. the other party:
			1. is unable to pay its debts;
			2. is the subject of a petition, order, or resolution in connection with winding up, whether solvent or insolvent, or ceases or threatens to cease to carry on all or a material part of its business;
			3. has a receiver, administrator or examiner appointed over all or any part of its assets;
			4. suffers or is subject to any analogous event or procedure to those set out above in any jurisdiction;
			5. any subcontractor engaged by the Platform Provider in order to provide the Services, in whole or in part, uses the Content Provider Materials contrary to the provisions of clause 14.2; or
		3. in accordance with the force majeure provisions under clause 15.
	5. Either party may terminate this agreement for convenience by giving written notice to the other party at least [3 months] in advance of the next anniversary of the Commencement Date.
	6. Upon termination or expiration of this agreement:
		1. both parties must immediately return or deliver to the other all documents and other material, including disks and tapes in its possession or under its control which contain Confidential Information of the other or, at the direction of the other party, destroy such documents or other material and certify that the destruction has taken place; and
		2. the Platform Provider shall, at the request of Content Provider, delete or return to the Content Provider all Content and cease distribution of the Content.
	7. Termination of this agreement will not affect any accrued rights or liabilities that either party may have by the time termination takes effect.
	8. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
12. Notices
	1. A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.
	2. This clause 13.2 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied and subject to the provision in clause 13.3):
		1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address;
		2. if sent by pre-paid first class post or other next working day delivery service providing proof of postage at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; or
		3. if sent by pre-paid airmail providing proof of postage, at 9.00am on the fifth Business Day after posting or at the time recorded by the delivery service.
	3. If deemed receipt under clause 13.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 13.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
	4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
	5. A notice given under this agreement is not valid if sent by email.
13. Assignment and sub-licensing
	1. Subject to clause 14.2, neither party shall assign, transfer, mortgage, charge, sub-contract, delegate, sub-license, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
	2. In the event that the Platform Provider assigns, transfers, novates, sub-licenses or otherwise disposes of its rights or obligations under this agreement, in accordance with clause 14.1, the recipient of such rights or obligations may also be granted permission to Use the Content Provider Materials, or any part thereof solely for the purpose of providing the Services.
	3. Where a party requests consent to an assignation or subcontract pursuant to clause 14.1, then, to help the other party reach a decision on the proposed assignation or subcontract, the first party shall provide the other party with any information that the other party may reasonably require about the proposed assignee or subcontractor.
14. Inadequacy of damages

Without prejudice to any other rights or remedies that the Content Provider may have, the Platform Provider acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Platform Provider. Accordingly, the Content Provider shall be entitled to the remedies of interdict, specific implement or other equitable relief for any threatened or actual breach of the terms of this agreement.

1. Force majeure
	1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 20 Business Days, the party not affected may terminate this agreement by giving 10 Business Days written notice to the affected party.
2. Amendments

Except as otherwise provided in this agreement, no addition, amendment or modification of this agreement will be effective unless it is in writing and signed by a duly authorised signatory of both parties.

1. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

1. Severance
	1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
	2. If any provision or part-provision of this agreement is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
2. Language
	1. This agreement is drafted in the English language.
	2. Any notice given under or in connection with this agreement shall be in English. All other documents provided under or in connection with this agreement shall be in English, or accompanied by a certified English translation.
3. No partnership or agency
	1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
	2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
4. Entire agreement
	1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
	2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
5. Third party rights

Unless it expressly states otherwise, this agreement does not give rise to rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this agreement.

1. Costs

Except as expressly provided in this agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement and any documents referred to in it.

1. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

1. Governing law and jurisdiction
	1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the Scots law.
	2. Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement consisting of this and the preceding 15 pages is subscribed as follows:

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| --- |
| Subscribed for and on behalf of Cakeflix Ltd. by ………………………………………………………, Director |
| at: |  | *(place of signing)* |  |
| on: |  | *(date of signing)* | Signature of Director |
| before this witness |
|  |
| Signature of witness |  |  |
| Full Name of witness |  |
| Address of witness |  |
|  |
|  |

|  |
| --- |
| Subscribed for and on behalf of Chongqing Yiyi Technology Co. Ltd by …………………………………………………………, Director |
| at: |  | *(place of signing)* |  |
| on: |  | *(date of signing)* | Signature of Director |
| before this witness |
|  |
| Signature of witness |  |  |
| Full Name of witness |  |
| Address of witness |  |
|  |
|  |

This is the schedule referred to in the foregoing Video Content Licence between Cakeflix Ltd. and Chongqing Yiyi Technology Co. Ltd

1. Content Specification