

**FREEVIEW RETAILER TRADE MARK LICENCE  
(PRODUCTS, PC PRODUCTS and FREEVIEW  
COMPATIBLE PCs)**

**THIS LICENCE** dated \_\_\_\_\_  
is made BETWEEN:

\_\_\_\_\_ a company incorporated under the laws of \_\_\_\_\_ with company registration no. \_\_\_\_\_ whose principal office is at: \_\_\_\_\_

\_\_\_\_\_ (the "Licensee"); and

**DTV Services Limited**

a company incorporated under the laws of England with company registration no. 04435179 whose principal office is at: 27-29 Cursitor Street, London EC4A 1LT, United Kingdom (the "Licensor")

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN IT IS AGREED AS FOLLOWS:

**1 Definitions**

In this Licence the following terms shall have the meaning set out below:

**"Amendment"** - any amendment to the Brand Guidelines or Retail Services Guidelines, or to the form of a Trade Mark.

**"Approvals Procedure"** – the procedure for the approval of products, publicity material and on-screen guides contained in Schedule 3, as may be amended from time to time by the Licensor in its sole discretion, giving notice in writing to the Licensee.

**"Brand Guidelines"** – the brand guidelines attached hereto in Schedule 4 as amended from time to time by the Licensor in its sole discretion.

**"Channel Logos"** – the logos for the channels included in the Services as such logos are set out in the Brand Guidelines.

**"Channel Operators"** – the owners or licensees of the intellectual property rights in the Channel Logos.

**"Digital TV Recorder"** – an electronic device for making digital recordings of DTT programmes.

**"D-Book"** – version 6 of the detailed interoperability specification for UK DTT produced by DTG, or any further version issued by DTG from time to time.

**"DTG"** – Digital TV Group, a company incorporated under the laws of England with company registration no. 03950028.

**"DTT"** - digital terrestrial television.

**"Effective Date"** – the date of this Agreement.

**"External PC TV Tuner"** - a dongle, stick, card or other hardware device that: (i) can be connected to a personal computer externally; (ii) is compatible with the Software; (iii) will enable a Freeview Compatible PC to receive the

Services; and (iv) is either a Receiver or both a Receiver and Recorder.

**"Free to View"** - unencrypted and made available to consumers without payment.

**"Freeview Compatible PCs"** – a personal computer which: (i) has the Software installed on it; (ii) does not include an Internal PC TV Tuner but which, if used with a compatible External PC TV Tuner or Internal PC TV Tuner, would be capable of receiving the Services; and (iii) has been approved by the Licensor under a valid licence with the manufacturer of that personal computer and which is permitted under that licence to be sold by reference to the Freeview Compatible Trade Marks.

**"Freeview Compatible Trade Marks"** - the FREEVIEW COMPATIBLE word mark and logos set out in Part 5 of Schedule 1.

**"Freeview Marketing Website"** - the marketing support website entered from <http://www.freeview.co.uk/marketing>.

**"Freeview+ Products"** – Products and/or PC Products which: (i) are both Receivers and Recorders; and (ii) have been approved by the Licensor for promotion in relation to the Freeview+ Trade Marks.

**"Freeview+ Trade Marks"** – the FREEVIEW+ word marks and logos set out in Part 2 of Schedule 1.

**"Freeview HD Products"** – Products and/or PC Products which: (i) are both HD Products and Receivers; and (ii) have been approved by the Licensor for promotion in relation to the Freeview HD Trade Marks.

**"Freeview HD Trade Marks"** – the FREEVIEW HD word mark and logos set out in Part 3 of Schedule 1.

**"Freeview+ HD Products"** – Products and/or PC Products which: (i) are both HD Products and Recorders as well as Receivers; and (ii) have been approved by the Licensor for promotion in relation to the Freeview HD+ Trade Marks.

**"Freeview+ HD Trade Marks"** – the FREEVIEW + HD word mark and logos set out in Part 4 of Schedule 1.

**"Freeview Ready PC"** a Freeview Compatible PC with an inbuilt Internal PC TV Tuner.

**"Freeview Trade Marks"** the FREEVIEW word mark and logo (i.e. trade marks consisting of or including graphic elements) set out in Part 1 of Schedule 1.

**"HD Product"** means a high definition DTT receiver that is able to receive high definition broadcasts as characterised by the D-Book.

**"Initial Term"** - 2 years from the Effective Date.

**"Internal PC TV Tuner"** - a card or other hardware device which: (i) can be installed into a personal computer; (ii) is compatible with the Software; (iii) will enable a Freeview Compatible PC to receive the Services and (iv) is either a Receiver or both a Receiver and Recorder.

**"Licence"** – this agreement and its Schedules.

**"Licensor Trade Marks"** – the Freeview Trade Marks, the Freeview+ Trade Marks, the Freeview HD Trade Marks, the Freeview+ HD Trade Marks, the Freeview Compatible Trade Marks and any New Trade Marks.

**"New Trade Marks"** – means any trade mark added by the Licensor to Part 6 of Schedule 1 from time to time by notice to the Licensee.

**"PC Products"** - any External PC TV Tuner, Internal PC TV Tuner and any Freeview Ready PC;

**“Products”** – Receivers, Recorders, integrated digital televisions, adaptors or other devices which, in each case: (i) can receive the Services; and (ii) have been approved by the Licensor under a valid licence with the manufacturer of that product.

**“Publicity Material”** - any paper-based or on-line promotional material produced by the Licensee for the purpose of promoting the fact that the Product or PC Product is capable of receiving and operating the Services and/or promoting the fact that a Freeview Compatible PC is compatible with certain PC Products that are capable of receiving and operating the Services.

**“Receiver”** – means a digital TV receiver that complies with the requirements set out in chapter 22.1 of the D-Book, and, in addition, in the case of HD Products, chapter 22.3 of the D-Book.

**“Recorder”** – means a Digital TV Recorder that complies with the requirements set out in chapters 22.1 and 22.2 of the D-Book, and, in addition, in the case of HD Products, chapters 22.3 and 22.4 of the D-Book.

**“Retail Services Guidelines”** - the guidelines for retail sale of Products, PC Products and Freeview Compatible PCs under the Trade Marks, attached hereto in Schedule 2 as amended from time to time by the Licensor at its sole discretion.

**“Services”** – the collection of Free to View television, radio and interactive (including text and multistream) channels and services provided under the Licensor Trade Marks and available on the DTT platform from time to time.

**“Software”** – the Windows 7 operating system with Windows Media Centre, and/or any future versions of the Windows operating system with Windows Media Centre and/or any other operating system notified by the Licensor to the Licensee in writing from time to time.

**“Subsidiary”** - any company which is a subsidiary of the Licensor from time to time, subsidiary having the meaning set out in section 1159 of the Companies Act 2006.

**“Term”** - the period this Licence is in force, subject to clause 5.

**“Territory”** – the United Kingdom, the Channel Islands and the Isle of Man.

**“To use”** - to make use of and/or reproduce.

**“Trade Marks”** – the Licensor Trade Marks and the Channel Logos.

## **2 Licence**

### ***Scope of Licence***

2.1 The Licensor grants to the Licensee during the Term a royalty-free, non-exclusive, non-transferable right in the Territory to use the Trade Marks in or on Publicity Material subject to the terms and conditions of this Licence.

2.2 For clarity, the Licensee shall only use the Trade Marks on publicity material for products that have been approved by the Licensor under the terms of a licence with the manufacturer of that product. The Licensor acknowledges that the Licensee is entitled to assume that a product has been approved by the Licensor if the packaging for that product bears a Licensor Trade Mark. However, if it comes

to the Licensee’s attention that the manufacturer of a product is not authorised to use one or more of the Licensor Trade Marks that it is using in relation to a product, the Licensee shall immediately notify the Licensor and shall immediately cease any further use of the relevant unauthorised Licensor Trade Mark in publicity material relating to that product.

2.3 The Licensee shall only use a Licensor Trade Mark on Publicity Material for Products, PC Products and Freeview Compatible PCs that bear that Licensor Trade Mark (on the product or its packaging). In that regard, the Licensee may only use:

2.3.1 Freeview Trade Marks on Publicity Material for Products and PC Products;

2.3.2 Freeview+ Trade Marks on Publicity Material for Freeview+ Products;

2.3.3 Freeview HD Trade Marks on Publicity Material for Freeview HD Products;

2.3.4 Freeview+ HD Trade Marks on Publicity Material for Freeview+ Products that are also Freeview HD Products;

2.3.5 Freeview Compatible Trade Marks on Publicity Material for Freeview Compatible PCs; and

2.3.6 New Trade Marks on Publicity Material for such products as the Licensor may specify in writing to the Licensee.

### ***Approvals***

2.4 The Licensee shall not use or distribute any Publicity Material displaying the Trade Marks unless and until such Publicity Material has been approved in accordance with the Approvals Procedure set out in Schedule 3 (as may be amended from time to time by the Licensor in its sole discretion).

### ***Use of the Trade Marks***

2.5 The Licensee shall only use the Trade Marks:

2.5.1 in the form supplied by the Licensor;

2.5.2 in a manner acceptable to the Licensor and the Channel Operators and in accordance with the Licensor’s and the Channel Operators’ high quality standards, goodwill and reputation; and

2.5.3 strictly in accordance with the Brand Guidelines and the Retail Services Guidelines. Without limiting the foregoing, the Channel Logos shall not be used hereunder individually or otherwise than in the groupings described in the Brand Guidelines.

2.6 The Licensee shall not use the Trade Marks in a manner that represents that the Licensee is associated with the Licensor or the Channel Operators (or any of them) or in any way which may suggest that the Licensor is the manufacturer, producer or distributor of the Products, PC Products and/or Freeview Compatible PCs.

2.7 The Licensee shall not apply the Trade Marks directly to any product or packaging unless permitted by the Licensor in writing.

2.8 The Licensee shall not use the Trade Marks in such a way as to suggest an endorsement by the Licensor or the Channel Operators (or any of them) of:

2.8.1 a Product, PC Product and/or Freeview Compatible PC;

2.8.2 a Product or PC Product's technical specification, save to indicate that it is capable of receiving and operating the Services; and/or

2.8.2 a Freeview Compatible PC's technical specification, save to indicate that it is compatible with certain PC Products that are capable of receiving and operating the Services.

2.9 The Licensee undertakes that its use of the Trade Marks shall preserve, promote and not undermine the goodwill in the Trade Marks and that the Publicity Material shall be:

2.9.1 of good and high quality in design, material and workmanship; and

2.9.2 produced and distributed in strict compliance with this Licence, the rights of any other party and all applicable laws, codes of practice, standards and regulations in effect in the Territory.

### ***Amendments***

2.10 In the event of any Amendment the Licensee shall not produce any item of Publicity Material that does not comply with the Amendment after the expiry of any applicable notice period advised by the Licensor or otherwise after the date of notification of the Amendment under clause 2.11 ("Notification Date"). The Licensee may use and distribute Publicity Material produced prior to the Notification Date that does not comply with the Amendment for a period of six months from the Notification Date, after which it shall cease using and distributing all such non-compliant Publicity Material and shall, at the Licensor's option, ensure its destruction.

2.11 The Licensee must consult the Freeview Marketing Website and comply with the Brand Guidelines when producing Publicity Materials. The Licensee shall be deemed to have been notified of an Amendment or a New Trade Mark on the date on which the Licensor sends a notification of the Amendment or the New Trade Mark to the Licensee. The Licensee must inform the Licensor of the relevant contact details for notification and any changes to such details as soon as possible after any change.

### **3 Rights in and Registration of the Trade Marks**

3.1 The Licensee acknowledges and agrees that:

3.1.1 the Licensor is the proprietor of the Licensor Trade Marks and the Channel Operators (or their ultimate licensors) are the proprietors of the Channel Logos and that any copyright subsisting in and the goodwill relating to the Trade Marks is owned by the Licensor and/or Channel Operators (or their ultimate licensors) as appropriate;

3.1.2 the benefit of all use of the Trade Marks and any additional goodwill accrued as a result of the Licensee's activities in connection therewith shall accrue to the Licensor and/or the Channel Operators (or their ultimate licensors) as appropriate;

3.1.3 the Licensee will not make any representation or do any act which may be taken to indicate that it has any right,

title or interest to the ownership or use of the Trade Marks except under the terms of this Licence;

3.1.4 the Licensee will not use any of the Trade Marks in a manner likely to prejudice their legal protection or validity. In particular, without prejudice to the generality of the foregoing, the Licensee shall ensure that if any other logos and/or trade marks are used or incorporated on the Publicity Material, such other logos and/or trade marks are kept separate from the Trade Marks and are not used in any manner which could lead to confusion as to the ownership of the Trade Marks;

3.1.5 except as provided by this Licence, or otherwise permitted under law or contract, the Licensee will not make use of the name of the Licensor or any of its Subsidiaries (present or future), or of the Channel Operators or of any other trade mark, design, copyright or other intellectual property in which the Licensor, any of its Subsidiaries or any of the Channel Operators have proprietary rights;

3.1.6 any trade mark application in respect of the Trade Marks may be made only by the Licensor or the Channel Operators (or their ultimate licensors) as appropriate and the Licensee will not make or attempt to make any such trade mark application. Subject to clause 3.1.8, the Licensee shall, if so required by the Licensor, co-operate with the Licensor in securing or attempting to secure registration of the Licensor Trade Marks anywhere in the Territory (which shall include providing such written details and further samples of the Publicity Material as the Licensor may reasonably request);

3.1.7 subject to clause 3.1.8, the Licensee will, at the Licensor's request, enter into any further agreements or execute any documents deemed necessary by the Licensor in order to give effect to clause 3.1.2 and/or to secure any registrations or cancellations pursuant to clause 3.1.6;

3.1.8 the Licensee's reasonable out of pocket costs in complying with clauses 3.1.6 and 3.1.7 shall be met by the Licensor; and

3.1.9 the Licensor shall have no obligation to register, or maintain registrations for, the Trade Marks.

3.2 The parties hereby acknowledge and agree that neither shall acquire rights in the other's or the Channel Operators' trade marks by virtue of their respective use of the same on or in connection with the Publicity Material.

### **4 Trade Mark and Copyright Notices**

4.1 Unless otherwise agreed by the Licensor during the Approvals Procedure in Schedule 3, the Licensee shall cause to appear in or on any Publicity Material on which any of the Licensor Trade Marks appear the following notice, and/or such other legends, markings or notices and in such locations and sizes as the Licensor may from time to time require (and as are lawful) in order to give appropriate notice of the Licensor's trade mark or other intellectual property rights:

Where the Licensor Trade Marks are used:

“The *[insert reference\*]* words and logos are trade marks of DTV Services Ltd and are used under licence. © DTV Services Ltd.”

And where a Channel Logo is used:

“The Channel Logos are trade marks and copyright of their respective owners.”

\*The Licensee shall insert where indicated in the above notice, details of such of the Licensor Trade Marks as the Licensee is permitted to use under this Licence in relation to the relevant Publicity Material in the form FREEVIEW, FREEVIEW+, FREEVIEW HD, FREEVIEW+ HD and/or FREEVIEW COMPATIBLE (as applicable).

4.2 The Licensee shall comply with any instructions given by the Licensor in relation to the use of trade mark notices and markings for the New Trade Marks.

## **5 Termination**

5.1 This Licence shall commence on the Effective Date and shall continue indefinitely unless and until terminated in accordance with this clause 5.

5.2 At any time after the end of the Initial Term, either party may terminate this Licence by giving the other party not less than thirty (30) days' written notice.

5.3 This Licence shall terminate immediately in relation to any Channel Logo if the channel in relation to which that Channel Logo is used ceases to be available on the UK Free to View DTT platform or the Licensor otherwise ceases to have the right to license that Channel Logo.

5.4 The Licensor may terminate this Licence immediately by notice to the Licensee in relation to a Licensor Trade Mark if it decides to discontinue use of that Licensor Trade Mark.

5.5 The Licensor may terminate this Licence immediately in relation to any Trade Mark, or as a whole, on the giving of written notice to the Licensee if:

5.5.1 the Licensee commits a breach of any of the obligations and conditions imposed upon it by this Licence and does not remedy such a breach (if capable of remedy) within thirty (30) days after receiving written notice from the Licensor to do so (including for the avoidance of doubt, a breach of the Retail Services Guidelines or the Brand Guidelines); or

5.5.2 the Licensee uses the Trade Marks in a manner unacceptable to the Licensor or brings any of the Trade Marks into disrepute; or

5.5.3 the Licensee makes any representation or does any act which may be taken to indicate that it has any right, title or interest to the ownership or use of the Trade Marks except under the terms of this Licence; or

5.5.4 the Licensee undergoes any change in control. The Licensee is required immediately to give written notice to the Licensor following any change in control; or

5.5.5 the Licensee ceases to carry on business, goes or is put into receivership, administrative receivership, administration or liquidation or makes an arrangement for the benefit of its

creditors or takes or suffers any similar action in consequence of any debt; or

5.5.6 the Licensee challenges the validity of any of the Trade Marks.

5.6 Upon termination of this Licence in relation to any Trade Mark, and provided that the Licensee is not in breach of this Licence, the Licensee shall, to the extent it is entitled under this Licence during the Term in relation to that Trade Mark, be entitled to use the Trade Mark on Publicity Material for a further three (3) month period from the date of termination, for the sole purpose of using up Publicity Material manufactured during the Term.

5.7 Subject to clause 5.6, on termination of this Licence for any reason in relation to a Trade Mark, the Licensee shall immediately cease any further use of that Trade Mark in any form and shall (at the Licensor's sole option) destroy or deliver up to the Licensor all materials in the Licensee's possession or control bearing the Trade Mark and all rights granted under this Licence shall immediately revert to the Licensor and the owners of the Channel Logos as appropriate.

5.8 Termination of this Licence shall be without prejudice to the accrued rights of each party at the date of termination.

5.9 Clauses 3.1.7, 3.1.8, 5.6, 5.7, 5.8, 5.9, 7, 8 and 10 shall survive termination of this Licence and shall continue in full force and effect.

## **6 Infringement by third parties**

The Licensee shall immediately give written notice to the Licensor of any actual, threatened or suspected infringement by a third party of any of the Licensor's and/or the Channel Operators' rights in and to the Trade Marks which may come to the Licensee's attention. The Licensor shall not be under any obligation to take any legal or other action against any such third party. The Licensee shall not be entitled to bring proceedings under section 30 of the Trade Marks Act 1994.

## **7 Indemnity**

7.1 The Licensee shall be liable for, and shall defend, indemnify, and hold harmless the Licensor and the Channel Operators including, for the purposes of this clause their directors, secretary, officers, servants, agents and employees and in the case of the Licensor its shareholders, against all professional expenses, liabilities, claims, judgments, actions, debts or rights of action (of whatever kind), and all costs (including legal costs), damages, legal fees, losses, expenses, penalties, fines, criminal or civil, or other payments of any nature whatsoever incurred or suffered by the Licensor and/or the Channel Operators, excluding indirect or consequential loss but including loss of goodwill relating to the Trade Marks, which arise out of, or are caused by, or result from any dispute or contractual, tortious or other claims or proceedings brought against the Licensor and/or the Channel Operators by reason of the acts or omissions of the Licensee or of its officers, employees, agents or subcontractors.

7.2 The Licensee's maximum liability under clause 7.1 shall be:

7.2.1 unlimited in relation to sums owed to the Channel Operators under clause 7.1;

7.2.2 unlimited in relation to any sums owed to the Licensor under clause 7.1 arising out of or resulting from unsafe or otherwise defective products; and

7.2.3 limited to £5,000,000 (five million pounds sterling) in relation to all other sums owed to the Licensor under clause 7.1.

7.3 The limitations of liability set out in clause 7.2 shall not extend to death or personal injury resulting from the negligence of the Licensee and/or its servants or agents nor to any other liability which the Licensee is prohibited from excluding by law.

## **8 Address for Notices**

Except for notifications given under clauses 2.4, 2.11, 3.1.6, 3.1.7 and 4, all notices given by the parties under this Licence shall be in writing and delivered by registered post, airmail or facsimile (with a copy posted) to the respective addresses or facsimile numbers of the parties as advised in writing from time to time.

## **9 Assignment and Sub-Licensing**

9.1 This Licence is personal to the Licensee which shall not assign, transfer, sub-license, mortgage, charge, or in any other way dispose of or purport to dispose of its rights or obligations under this Licence.

9.2 Without prejudice to the generality of clause 9.1 above, the Licensor acknowledges that third parties may be subcontracted to print or produce the Publicity Material for the Licensee. The Licensee shall be responsible for the actions of such third parties, who shall not be permitted to distribute the Publicity Material to any party other than the Licensor and/or the Licensee, or deal with the Publicity Material in any other way other than as set out in this Licence.

## **10 General**

10.1 Nothing in this Licence shall constitute or be deemed to constitute a partnership between the parties or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

10.2 No amendment of the terms of this Licence shall be valid or binding unless made by prior written agreement between the parties and signed by their duly authorised representatives.

10.3 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by either party in exercising any rights, power or privilege under this Licence shall operate as a waiver thereof nor shall any single or

partial exercise by any party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

10.4 To the extent permitted by English or any other applicable law all provisions of this Licence shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

10.5 No person who is not a party to this Licence has or shall have any right under the Contracts (Rights of Third Parties) Act to enforce any term of this Licence, except for the Channel Operators, who shall be entitled to enforce the provisions of clause 7 of the Licence. Notwithstanding the above, the consent of the Channel Operators shall not be required in order to vary or terminate this Licence by agreement. Nothing in this Licence shall confer or purport to confer on any other third party any benefit or the right to enforce any term of this Licence.

10.6 This Licence represents the entire understanding between the parties and replaces the retailer trade mark licence entered into by the parties on:

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### **LICENSEE TO INSERT DATE**

which is hereby terminated. The provisions of clause 5.6 and 5.7 of that agreement shall not continue. For the avoidance of doubt, any rights granted under that agreement in relation to any trade marks that are not licensed under this Licence are hereby terminated, including any rights in relation to registered and unregistered trade marks and logos for FREEVIEW PLAYBACK (including the UK trade marks with registration numbers 2421541, 2427724 and 2474352).

10.7 This Licence shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall at the option of the Licensor be subject to the exclusive jurisdiction of the English courts.

**DULY EXECUTED**

SIGNED for and on behalf of the **Licensor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SIGNED for and on behalf of the **Licensee\*:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**\*Please ensure the date of any previous licence is inserted into clause 10.6.**

**SCHEDULE 1**  
**TRADE MARKS**

Part 1 – Freeview Trade Marks

Word Mark:

FREEVIEW

Logo:



Part 2 – Freeview+ Trade Marks

Word Marks:

FREEVIEW+  
FREEVIEW PLUS

Logo:



Part 3 – Freeview HD Trade Marks

Word Mark:

FREEVIEW HD

Logo:



Part 4 – Freeview+ HD Trade Marks

Word Marks:

FREEVIEW+ HD  
FREEVIEW PLUS HD

Logo:



Part 5 – Freeview Compatible Trade Marks

Word Mark:

FREEVIEW COMPATIBLE

Logo:



Part 6 – New Trade Marks

## SCHEDULE 2

### Retail Services Guidelines

These guidelines form part of the Trade Mark Licence and the capitalised terms herein refer to the definitions of those terms in that licence unless otherwise stated. The Trade Marks may be used for Publicity Material, e.g. in catalogues, advertising, electronic marketing communications and point of display promotions, provided that:

1. any use of the Trade Marks complies in all respects with the Brand Guidelines at Schedule 4 to this Licence, including without limitation the requirements for coverage, trade mark, copyright and other notices set out in those guidelines (or as otherwise notified by the Licensor from time to time) and, in relation to PC Products, also including without limitation the usage details set out in those guidelines (or as otherwise notified by the Licensor from time to time);
2. the Freeview HD and Freeview+ HD Trade Marks may only be used for the retailing of products which can receive all Free to View DTT services (including text and interactive);
3. the Freeview and Freeview+ Trade Marks may only be used for the retailing of products which can receive all Free to View DTT services except those broadcast in high definition;
4. the Freeview Compatible Trade Marks may only be used for the retailing of Freeview Compatible PCs;
5. the Licensee supplies to the customer details of any relevant help-line (for example the Licensee's and/or the relevant manufacturer's help-line) for post-purchase support;
6. the Licensee supplies DTVS with advance details of marketing activity incorporating the Trade Marks, including without limitation all Publicity Material bearing any Trade Marks, and obtain written approval prior to use of the relevant materials in accordance with the Approvals Procedure;
7. all Publicity Material bearing the Trade Marks and relating to Digital TV Recorders:
  - a. describes the Product to which it refers as a 'digital TV recorder' No alternative product descriptor may be used; and
  - b. includes any standard wording describing the features of the Product, provided by the Licensor; and

8. the Publicity Material either:
    - a. features and/or relates only to Products, PC Products and/or Freeview Compatible PCs; or
    - b. features and/or relates to products that have not been approved, as well as Products, PC Products and/or Freeview Compatible PCs, provided that the Trade Marks are used in such a way that it is clear that they relate only to the Products, PC Products and/or Freeview Compatible PCs.
  9. as applicable:
    - 9.1 on any and all pages of any websites owned or operated by the Licensee through which any Product, PC Product or Freeview Compatible PC may be purchased (or alternatively on a separate page to which customers are clearly directed from such pages), and any electronic marketing communication bearing any of the Licensor Trade Marks, the Licensee includes clear information advising customers:
      - a. that the Services are not available outside the UK, the Channel Islands and the Isle of Man;
      - b. that a customer should check their DTT coverage prior to purchasing a Product, PC Product or Freeview Compatible PC to ensure that they can receive the Services, and advising them where they can check their coverage;
      - c. that an aerial upgrade may be required to receive the Services;
      - d. in relation to Freeview Compatible PCs, that an External PC TV Tuner or Internal PC TV Tuner is required to receive the Services;
      - e. in relation to External PC TV Tuners and Internal PC TV Tuners, that they can be used to receive the Services only with a Freeview Compatible PC (giving details of the specification of a Freeview Compatible PC); and
      - f. where applicable, that other supplementary equipment may be required (e.g. SCART lead/HDMI cable),
- and such direction and information must be in an appropriate font type and size to ensure that it is easily legible and noticeable to the customer.

9.2 in unassisted sales environments, the Licensee displays material advising customers:

- a. to check their DTT coverage prior to purchasing a Product, PC Product or Freeview Compatible PC to ensure that they can receive the Services, and advising them where they can check their coverage;
- b. that an aerial upgrade may be required to receive the Services;
- c. in relation to Freeview Compatible PCs, that an External PC TV Tuner or Internal PC TV Tuner is required to receive the Services;
- d. in relation to External PC TV Tuners and Internal PC TV Tuners, that they can be used to receive the Services only with a Freeview Compatible PC (giving details of the specification of a Freeview Compatible PC); and
- e. where applicable, that other supplementary equipment may be required (e.g. SCART lead/HDMI cable),

with all such information to be clear, located sufficiently close to the relevant Product, PC Product or Freeview Compatible PC and to be in an appropriate font type and size to ensure that it is easily legible and noticeable to the customer, and

9.3 in all other sales environments:

- a. the Licensee commits to making coverage checks to ensure high probability of sale to customers who are within the DTT reception area;
- b. the Licensee informs the customer where, because of the digital frequencies in use in certain areas, there is a high probability that a new (wideband) aerial is needed;
- c. the Licensee offers a contact or informed advice on aerial suppliers/installers;
- d. in relation to Freeview Compatible PCs, the Licensee informs the customer that an External PC TV Tuner or Internal PC TV Tuner is required to receive the Services;
- e. in relation to External PC TV Tuners and Internal PC TV Tuners, the Licensee informs the customer that they can be used to receive the Services only with a Freeview Compatible PC (giving details of the specification of a Freeview Compatible PC); and

- f. the Licensee advises on connections and where appropriate offers any supplementary equipment required (e.g. SCART lead/HDMI cable/External PC TV Tuner/Internal PC TV Tuner).

Failure to comply with any aspect of these Retail Services Guidelines and/or the Brand Guidelines is a breach of the Trade Mark Licence and may result in DTV Services Limited terminating your Trade Mark Licence and/or taking legal action against you to enforce its rights.

### SCHEDULE 3

#### Approvals Procedure

1. For the purpose of this Schedule 3 “Samples” shall mean (i) where the Trade Marks are to be used on a live webpage, a screen shot or other representation of the format of the webpage (as appropriate) and the proposed address of the web-page, or (ii) in any other case two (2) true and accurate samples of any item of proposed Publicity Material.

The Licensee shall provide Samples to the Licensor together with a written request for approval of them at least three (3) working days before producing the Publicity Material.

2. Where practicable, the Licensor shall use reasonable efforts to inform the Licensee whether or not the Samples are acceptable within three (3) working days of receipt of the Licensee’s request for approval.

3. The Licensee warrants that the Publicity Material shall conform in every way to the Samples as approved by the Licensor and undertakes that:

- 3.1 it will make no use of any of the Trade Marks or of the Publicity Material other than for the purposes of complying with paragraph 1 above unless and until the Licensee has the express written approval of the Licensor;

- 3.2 it will not make any alterations, modifications or changes to the Publicity Material once they have been approved by the Licensor without the specific written consent of the Licensor (and, for the avoidance of doubt, any breach of this clause shall constitute a material breach of this Licence for which damages may not be an adequate remedy, and the Licensee acknowledges that, in addition to any other remedies available at law, in equity or under this Licence, the Licensor shall be entitled to obtain injunctive relief from a court of competent jurisdiction to restrain any such breach and in particular the distribution of any such amended items);

- 3.3 for on-line use, it will email the Licensor a link to the webpage on the day it goes live and inform the Licensor immediately of any change to the web address; and

- 3.4 in cases other than for on-line use, it will supply to the Licensor free of charge, upon request by the Licensor, samples of

the Publicity Material as manufactured, sold or issued.

4. The address to which Samples shall be sent is (or such other address notified by the Licensor to the Licensee):

Name: Neema Shah  
Brand Manager

Address: FREEVIEW  
27-29 Cursitor Street  
London, EC4A 1LT

Email: [neema.shah@freeview.co.uk](mailto:neema.shah@freeview.co.uk)

Tel: +44 (0) 207 269 0856

**SCHEDULE 4**

**Brand Guidelines**

See attached document