

MEDIA EXCLUSIVITY AGREEMENT

This Agreement is made on 2/

April 2023

BETWEEN:

Seven Network (Operations) Limited (ABN 85 052 845 282) of Level 5, 8 Central Avenue, Eveleigh NSW 2015 ("Seven");

AND

<u>...</u>

Bruce Lehrmann of

("the interviewee").

IT IS AGREED THAT:

- The Interviewee will provide exclusively to Soven, at specific times and places required by
 - a. Interviews and filming sequences relating to:
 - his experience of the criminal charge brought against him in the ACT including the subsequent criminal proceeding and related resolutions and inquiries;
 - his life following the ACT criminal proceeding, including his Federal Court defamation actions against the media; and
 - all information, documents, film, video, photographs, items and assistance reasonably requested by Seven in relation to the above,

all of which Seven may record, broadcast, exhibit, communicate, deal with and otherwise use, on the terms of this Agreement ("Soven Exclusive").

- Seven and the Interviewee will coordinate and schedule all arrangements for the Seven Exclusive, such as Interviews and filming, acting reasonably. The Interviewee acknowledges and agrees that Seven may require access to the Interviewee at different times and places to cover different aspects of the story.
- The Interviewee warrants that: 3.
 - a. He has not granted to any other party rights inconsistent with the rights granted to Seven under this agreement; and
 - b. To the best of his knowledge the information provided by him in relation to the Seven Exclusive is entirely true and wholly of a private or domestic nature.
- The parties agree that Seven will own all copyright and rights in respect of the Seven Exclusive and may edit, copy, broadcast, publish, adapt or deal with that material or any part thereof at its sole direction, in all existing and future media worldwide and in perpetuity.
- For a period of 12 months commencing on the date of this Agreement ("Media Exclusivity Period"), the Interviewee must not directly or indirectly provide to any media organisation other than Seven (including but not limited to any television, radio, print, or Internet media organisation) any interview, video footage, photographs, information, Items or assistance which in any way relates to the Seven Exclusive or the matters and subjects set out at clause 1, except with Seven's prior written approval.

For the avoidance of doubt, it is expressly agreed that the Interviewee must not post, or permit any other person to post, any information concerning the matters set out at clause 1 or which relates to the Seven Exclusive on any social media (including Instagram, Twitter, YouTube and Facebook) during the Media Exclusivity Period.

In consideration of the Interviewee complying in full with the terms and warranties of this Agreement and for the contribution of his time, Seven will provide the Interviewee 12 months accommodation at a residence to be agreed by Seven and the Interviewee. The residence may be used by Seven to arrange and film any parts of the Seven Exclusive.



- 7. Seven may terminate this Agreement at any time effective immediately if the Interviewee breaches any term or warranty of this Agreement and, if the breach is capable of remedy, does not rectify the breach within 3 days of receiving a notice requiring him to do so.
- 8. It is acknowledged that damages will not be an adequate remedy in the case of a breach of this Agreement by the Interviewee and Seven will be entitled to seek remedies including, but not limited to, injunctive relief in a court of competent jurisdiction.
- The Interviewee releases Seven from any liability in respect of any claim which he may have relating to or arising from the production, broadcast, exhibition or promotion of the Seven Exclusive.
- 10. The Interviewee must keep the terms of this Agreement confidential and must not disclose the terms to any other party except as required by law.

AGREED BY THE PARTIES

SIGNED for and on behalf of SEVEN NETWORK (OPERATIONS) LIMITED by:

Signed by Bruce Lehrmann: