

Amendment No. 1 to the Modular Framework Agreement

This Amendment No. 1 to the Modular Framework Agreement (“**Amendment 1**”), by and between Netflix Services UK Limited (“**Netflix**”) and Everyone TV Devices Limited (Formerly Freesat (UK) Limited), a company registered in England and Wales under number 06250097, whose registered office is at Riverbank House, 2 Swan Lane, London EC4R 3TT (“**ETV Devices Limited**”) is effective as of February 22, 2023 (the “**Amendment 1 Effective Date**”), together “the **Parties**.” Unless otherwise defined in this Amendment 1, all capitalized terms used in this Amendment 1 will have the same meanings ascribed to them in the Agreement (as defined below).

WHEREAS,

Netflix International B.V., a Dutch company (“**NIBV**”) and Freesat (UK) Limited previously entered into a Modular Framework Agreement dated February 22, 2019 (the “**Agreement**”).¹

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

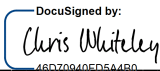
1. Section 2.9 is deleted in its entirety and replaced with the following:

“Netflix Service” means the digital entertainment service(s) made available by Netflix/its Affiliate in the Territory.
2. Exhibit 1A – Payment is deleted in its entirety and Referral Fees payments are stopping.
3. The Term of the Agreement (Section 2.11) shall be extended from February 22, 2023 and shall now continue for a further two years until February 21, 2025, unless otherwise terminated by the parties in accordance with the Agreement.
4. The terms of the Agreement are hereby incorporated into this Amendment 1 by way of reference and shall apply hereto save to the extent modified herein. In the event of any conflict between the terms of the Agreement and the terms of this Amendment 1, the terms of this Amendment 1 shall prevail. Except as expressly amended by this Amendment 1, the Agreement shall remain unmodified and continue in full force and effect. This Amendment 1, together with the Agreement, constitutes the entire agreement between Netflix and ETV Devices Limited with respect to the subject matter thereof and merges all prior and contemporaneous communications.

This Amendment 1 and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) will be governed by, construed and enforced in accordance with the laws of England & Wales. The Parties consent to the exclusive jurisdiction of the courts of England & Wales.

Each party has caused this Amendment 1 to be executed on its behalf by a duly authorized representative as of the Amendment 1 Effective Date above.

NETFLIX

By: 
46070640ED5A480

ETV Devices Limited

By: 
0F7575E1B80A490...

¹ The Agreement was assigned to Netflix Services UK Limited, effective January 1, 2021, by letter dated November 2, 2020.

Name: Chris Whiteley

Name: Eric Mitchell

Title: Partnerships Director, Netflix UK

Title: CFO