

replacement is the same as the number of Replacement Designees who disapprove of the replacement, the Guarantor shall determine whether that replacement is approved.

4. **List of Proposed Replacements by the Replacement Designees**

If a Replacement Designee (for the purposes of this Agreement, the "**Objecting Party**") disapproves all proposed replacements of an Element, then within 48 hours after such disapproval, or, where such disapproval occurs during principal photography, within 48 hours from the date the Objecting Party receives the list referred to in Clause 2, the Objecting Party shall submit to the other Replacement Designees, the Guarantor and the Film Production Company a proposed replacement, provided that such replacement meets the Replacement Criteria. Each of the Replacement Designees (other than the Objecting Party) shall have a right to approve such replacement within 24 hours of receipt of such submission from the Objecting Party. The replacement will be engaged (ahead of the replacement approved in accordance with Clause 3) if approved by all or a greater majority of the Replacement Designees than that which approved a replacement pursuant to Clause 3. If the Objecting Party fails to designate such a replacement within the 48 hour time period and parameters set forth above or the other Replacement Designees do not approve such replacement (and a replacement has not otherwise been approved under and in accordance with this Agreement), the Film Production Company or (if it has then taken over the production of the Film) the Guarantor shall have the right to designate a replacement subject to such replacement meeting the Replacement Criteria.

5. **Amendment to Agreements**

If the originally approved Element is replaced pursuant to the provisions of this Agreement, the Distribution Agreements and the Relevant Agreements shall be deemed amended to include the name of such approved replacement as an approved element of the Film.

6. **Miscellaneous**

6.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

6.2 This Agreement may be executed in counterparts. A counterpart signature page of this Agreement executed by a party and sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full force and effect, and the parties waive any right they may have to object to such treatment.

7. **Governing Law and Jurisdiction**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Agreement. Notwithstanding anything to the contrary, any matters relating to the French Distribution Agreement shall be subject to French law and to the sole jurisdictions of French courts.