

## TERMS AND CONDITIONS FRAPA ANALYSIS SERVICE

### 1. The Service

The FRAPA Analysis Service (hereinafter referred to as “The FAS”) is a service offered by FRAPA to compare two formats and analyse the similarities and differences independently according to the FAS methodology. The FAS methodology is the intellectual property of FRAPA. The correspondence throughout the process is strictly confidential.

### 2. Use of the service

Use of The FAS is at your sole responsibility. The FAS is not a substitute for legal advice, but could be used as a potential and supportive aid for legal protection. FRAPA is headquartered in the Netherlands and therefore subject to Dutch law. If this service is accessed from a location outside of the Netherlands, you are responsible for complying with local laws.

### 3. Non disclosure

All those involved in conducting the analysis have signed a non-disclosure agreement stating they are not in any way permitted to comment or provide information regarding the content of the analysis to individuals other than the person or company who has requested the service. All the persons involved in conducting the service need to confirm upfront that there are no conflicting interests whatsoever.

### 4. Conditions

The FAS is available for FRAPA members only. Only broadcasted formats can be analysed.

More information can be found at the FRAPA website ([www.frapa.org](http://www.frapa.org)). As soon as we have received the data form we will review it. After reviewing the form FRAPA decides if there is substantial ground for running an analysis.

Should FRAPA decide to execute the analysis, FRAPA must be provided with one episode of each format in English, or with a translation book in English attached, in order to conduct an analysis. We prefer to receive a trailer of each show as well. We strive to provide an analysis report within 3 weeks after receiving your data form, the confirmation of FRAPA and the payment. If for any reason FRAPA is not able to execute the analysis within the given timeline, the applicant will be informed.

### 5. Use of The Service

All the documents which are the result of the analysis according to our methodology are the exclusive properties of FRAPA. All written or recorded document we provide can be used by the applicant for internal or legal purposes only. The analysis may be used in court or in official mediation. If an applicant wishes to use the documents for other reasons, such as press or PR purposes a FRAPA written approval is indispensable.

### 6. Payment

The fee for every analysis based upon one episode of each show is 3500 euro ex VAT. FRAPA will only start the analysis after receiving the payment including bank or transfer costs.

### DISCLAIMER FAS

FRAPA cannot be held responsible for whatever form of damage to individuals, goods or services. You are deemed solely responsible for your use of the FAS.