

## LICENSE AGREEMENT

### SUMMARY / DEFINITIONS

<b>CONTENT:</b>	Your photograph, video, post, or other creative work as specifically stated in the New Asset Form
<b>LICENSE GRANTED:</b>	Exclusive or Non-exclusive (as indicated on the New Asset Form), transferrable
<b>TERM:</b>	Perpetual
<b>TERRITORY:</b>	Worldwide
<b>MEDIA:</b>	All media
<b>FEE:</b>	Set out in the New Asset Form

### TERMS OF AGREEMENT

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    - ii. If You receive any enquiries for the commercial licensing, use, or exploitation of the Videos, You must refer those enquiries to us and You must not negotiate any agreement without our direct involvement.
  - b. Where You grant us non-exclusive rights:
    - i. You may grant the rights You grant us in this Agreement to other organizations or people; and
    - ii. You warrant that the Videos have not been licensed or sold to anyone else in a way which would conflict with the rights You grant to us in this Agreement.
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  - c. do not infringe or interfere with any rights of third parties, including but not limited to copyrights, moral rights, performers' rights, publicity or personality rights, data protection or privacy rights, trademarks and goodwill;
  - d. are not defamatory of and do not misuse any private or confidential information of any person or entity;
  - e. comply and will continue to comply with any applicable third-party terms and conditions (e.g. YouTube or Instagram) in effect, from time to time; and
  - f. will not render You or Licensee in breach of any criminal or civil law or applicable regulation, including, but not limited to, improper obtaining, processing or disclosure of data, obscenity, incitement of violence or racial or religious hatred, contempt of court, surveillance, harassment, or trespass.
4. You further confirm and warrant that You will comply with all applicable laws, statutes, regulations, and codes, including, but not limited to, those relating to anti-bribery, anti-corruption, data privacy, taxation, advertising, and intellectual property.

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10. You accept that You are responsible for all taxes payable by You as a result of receiving the Fee. You also accept that Licensee may be obliged by local taxation authorities to make a deduction or withholding from any amounts payable to You.
11. You understand and acknowledge that Licensee makes information available to You and all such information and communication shall be deemed to be "Confidential Information". For the purposes of this agreement, "Confidential Information" includes, but is not limited to, all information about Licensee's organisation, affairs, plans, technology, proposals, any communication about Your fees, any information about sales of Your Content, or any other information which either You or Licensee ought reasonably regard as confidential or which is marked confidential. You understand that this agreement creates a relationship of confidence and trust between You and Licensee with respect to Confidential Information.
12. Licensee will not be liable or responsible for any failure to perform, or delay in performance of, any of Licensee's obligations under this agreement that is caused by events outside Licensee's reasonable control.
13. You may not transfer or assign any or all of your rights or obligations under this Agreement without the prior written consent of Licensee.
14. Each party shall promptly execute such documents and perform such acts as may reasonably be

required for the purpose of giving full effect to this Agreement. Additionally, each party shall use all reasonable endeavours to ensure that any necessary third party execute any documents required to give full effect to this Agreement and any confirmations or warranties contained herein.

15. These terms may not be varied except with the express written consent of Licensee.
16. These terms and any document expressly referred to in them represent the entire agreement between the parties in relation to the subject matter of this Agreement.
17. This agreement shall be governed by the laws of Ireland. Both parties hereby agree any legal proceedings brought by You against Licensee that arise out of or in connection with this agreement may only be brought in the courts of Ireland. Both parties agree that any legal proceedings brought by Licensee against You that arise out of or in connection with this Agreement may be brought solely in the courts of Ireland.