OVERVIEW

These terms and conditions govern the use by the Producer of the Contributor's content. The Contributor's content shall include without limitation all visual, audio visual and other content and as further as described below and shall include all past, present and future rights of whatever nature and howsoever arising relating to that content (the **Content**).

In return for the Producer considering using and/or using the Content on social media channels (including without limitation Snapchat) or otherwise and/or each party performing each party's respective obligations in this agreement:

(1) The Contributor hereby expressly agrees and acknowledges that it is fully and properly licensed to or owns all rights relating to the or connected with the Content and that it is fully authorised to hereby grant the Producer all rights that the Contributor grants to the Producer in this Agreement;

(2) The Contributor hereby expressly grants the Producer a non-exclusive, irrevocable, perpetual, fully paid up, royalty free and worldwide licence to use and commercially exploit and monetize the Content in perpetuity and as the Producer wishes;

(3) The Contributor hereby agrees that it will comply with all of the terms and conditions in this Agreement from and including the date of this Agreement;

(4) The Producer will not and will not be obliged to pay the Contributor and/or any third parties any monies at any time and in any circumstances in relation to and/or in connection with the Content; and

(5) The Contributor has had an opportunity to seek and obtain legal advice on this agreement and has entered into this agreement of its own volition and in its own commercial interests and hereby expressly agrees that the terms and conditions of this agreement are fair and reasonable.

When both parties complete, sign and/or accept the Order Form, the parties have a legally binding Agreement incorporating this Order Form and the attached Terms and Conditions.

1. INTRODUCTION:

1.1 In consideration of each party performing its respective obligations under this Agreement and/or giving you a credit (to be agreed between you and us), you agree to the recording or broadcasting (or both) and live or as-live broadcast and/or commercial exploitation of the Content for any purpose and in any manner including without limitation in any social media channels (Channels). You hereby grant us a non-exclusive, perpetual, fully paid up, royalty free and worldwide licence to all existing and future rights (including without limitation copyright and performers' property rights) in such Content and hereby grant and provide us with all consents and permissions necessary and/or required to enable us to make full use of the Content and commercially exploit the Content worldwide in perpetuity in any and all media, whether now known or hereafter developed or discovered, and whether as part of the our use on or in any Channels or as part of other content owned, controlled or represented by the Producer or otherwise, without any payment, liability and/or credit to you (save as specifically set out in this Agreement).

1.2 You hereby acknowledge and agree that we shall be entitled to edit, copy, add to, adapt, change and/or translate the Content and/or Programme, and dub it into foreign languages, at our discretion and as we wish, in respect of the Content and/or Programme, and you hereby irrevocably and unconditionally waive in favour of us, our assignees and licensees the benefit of all moral rights

and performers' rights arising under the Copyright, Designs and Patents Act 1988 or similar rights arising under the laws of any jurisdiction.

1.3 You hereby grant us the right to issue publicity relating to the Content, the Channels and any other programme in which the Content may be included and to use and publish for such purposes the Content, your name, photograph or likeness, details about you, recordings of you and interviews with or quotes and comments by you for such purposes.

1.4 You hereby expressly agree to and authorise us holding and processing personal data relating to or connected with you in any form and that you will promptly provide us with any information, co-operation and assistance that we may require from time to time in relation to this Agreement including in relation to the processing any personal data relating to or connected with you and/or any third party in any form.

1.5 You acknowledge that you understand and agree that we do not at any time agree or undertake to and we are under no obligation of whatever nature and howsoever arising to broadcast, exhibit or otherwise exploit the Content and/or any Channels and/or any programme in which the Content may or may not be included and/or to follow any of your instructions or directions.

1.6 You hereby warrant, represent and undertake that: (i) you are fully entitled to enter into this agreement and to grant all rights in the Content to us and have the legal capacity to enter freely into this agreement with us and you have obtained all required permissions and releases from individuals, parties or locations, to enable you to grant us the rights granted herein; (ii) we will not be required to obtain any other rights or license or make any payments to any parties in order to exercise the rights provided by you herein (iii) the Content will be genuine and truthful and will not infringe the copyright or any other right of any third party or breach any contract or duty of confidence, data protection law or the Official Secrets Act or other legislation relating to national security, constitute a contempt of court or be obscene, defamatory or blasphemous; (iv) you have not granted, nor shall you grant, to anyone else any right which would conflict, with and/or prevent or impair in any way your right to grant us the rights specified herein; (v) you are at least 18 years old; (iv) you shall keep confidential and shall not disclose to any third party any confidential information, photographs or other material relating to the affairs or personnel of the Producer or any companies associated with the Producer such as Snapchat, or to the any programmes of the Producer (whether or not your Content is included in those programmes) or anyone taking part in any programmes which came to your knowledge as a result of your participation and/or use of your Content in any programme or otherwise; and (vi) you shall not in any way and at any time hinder, obstruct or prevent the Producer from using or exercising all of its rights in this Agreement (vii) you will not interfere with any agreements or understandings that the Producer may at any time have with any third parties such as Snapchat; and (viii) nothing in the Content, nor our exploitation of the Content, will infringe or violate the rights or interests of any third party, including intellectual property rights, or bring us into disrepute; (ix) here has been no infringement or likely infringement of the Content; and (x) the Content does not contain any viruses, destructive and/or disabling devices or programmes.

1.7 You hereby expressly agree and acknowledge that we shall not be liable for any loss, damage or injury suffered by you in connection with your provision to us of any Content. Our total maximum aggregate liability to you in relation to this Agreement shall not in any circumstances exceed £2000 apart from as set out in this clause. The Producer shall not be liable for a claim unless notice in writing of the claim, summarising the nature of the claim (insofar as it is known to the Contributor) and the amount claimed, has been given by the Contributor to the Producer within 7 days of the

earlier of the first date upon which the relevant claim arose or the date which the Contributor should reasonably have been aware of the claim. Notwithstanding anything in this Agreement, the Producer does not exclude or limit its liability for death or personal injury caused by our negligence, fraud, for any statutory rights if a party is acting as a consumer and/or for any events that cannot be limited or excluded under law.

1.8 We shall not be liable and/or responsible for any special, indirect and/or consequential losses in relation to or in connection with this agreement including any loss of goodwill or reputation, loss of custom, loss of opportunity and/or loss of profits.

1.9 No monies shall be payable by the Producer to you for the Content or otherwise in relation to or in connection with this Agreement.

1.10 You hereby irrevocably agree to indemnify us from and against all and any costs, claims, expenses and liabilities (including, without limitation, legal fees and any sums paid on the advice of counsel) which we may suffer or incur and which are caused by or result from the breach by you of any of your obligations under this agreement.

1.11 You hereby expressly agree that we may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any and/or all of our rights under this agreement without providing any notice to you including in relation to any sale, transfer or other disposition of all or substantially all of our business or assets.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 The Contributor shall continue to own the rights in the Content provided to the Producer but the Contributor hereby expressly agrees and acknowledges that all intellectual property rights of whatever nature and howsoever arising relating to and/or connected with: (i) any updates, modifications and/or changes to the Content which are made by the Producer and how the Content is used by the Producer; and (ii) all rights in and relating to the programme and/or shows in which any of the Content is used shall at all times and in all circumstances belong to and be owned by the Producer. The Contributor shall not in any circumstances have any rights in or relating to either 2.1(i) and/or (ii) . Any rights that are not expressly granted by the Producer to the Contributor are hereby expressly reserved by the Producer. The Contributor shall do all acts and things and promptly sign all such documents as the Producer may require from time to time so as to implement the terms and conditions of this Agreement including transferring to and vesting all of the rights including all intellectual property rights in 2.1(i) and/or (ii) in the Producer.

3. DURATION AND TERMINATION

3.1 Without affecting any other right or remedy available to it, the Producer may terminate this agreement with immediate effect by giving you written notice if: (i) you commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so; or (ii) you suspend, or threatens to suspend, payment of your debts or are unable to pay your debts as they fall due or you admit inability to pay your debts or are deemed unable to pay its debts within the meaning of the Insolvency Act 1986.

3.2 The Producer may without any liability terminate this Agreement by giving the Contributor no less than 5 days' prior written notice.

3.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

3.4 On termination for any reason the Producer will remain fully entitled to all rights granted or assigned to it under this agreement and will be entitled to continue to use and commercially exploit the Content as it wishes..

3.5 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

4. WAIVER

4.1 No failure or delay by us to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right and/or remedy.

5. ENTIRE AGREEMENT

5.1 This Agreement contains the whole agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter except as expressly stated in this Agreement. Each party does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently and whether in writing) of any person (whether a party to this Agreement or not) (Representation) other than as expressly set out in this Agreement.

5.2 The terms and conditions in this Agreement shall in all circumstances prevail over and replace the terms and conditions in any Contributor terms and conditions including any terms and conditions in any purchase order and/or document that may relate to the subject matter of this Agreement.

5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. VARIATION

6.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

8. THIRD-PARTY RIGHTS

8.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

9. NOTICES

9.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the contact name of the Producer.

10. LAW AND JURISDICTION

10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.