

CONTRIBUTOR LICENCE AGREEMENT DEAL TERMS

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| 1 | COMPANY | Religious in Europe Networking against Trafficking and Exploitation, Of Hertogenbosch, the Netherlands Chamber of Commerce Number 17271216 (Renate) |
| 2 | CONTRIBUTING FILMMAKER | |
| 3 | NAME OF FILM | |
| 4 | PROJECT | The Renate Online Film Festival (Festival) currently anticipated as being hosted both through an online portal controlled by Renate, and also through a live event at BAFTA, Picadilly, on 18 October 2020 (Festival Date) and such other events in connection with the same, including without limitation in connection with the publicity and promotion of the Festival and publicity and promotion of Renate and its cause (all of the above, the Project) |
| 5 | AGREEMENT | This Agreement consists of these Deal Terms and the attached Standard Terms. In the case of any conflict between the Deal Terms and the Standard Terms the Deal Terms shall prevail. |
| 6 | DATE OF AGREEMENT (Current date). | 2020 |

In consideration of the Company's reliance on this Agreement and the Company's promise to pay the Fee, the Owner shall make the Film available to the Company for display, exhibition and inclusion in the Festival and for other any other purposes that Renate determines in connection with the Project.

Sign For and on behalf of

Sign Agreed and accepted

RENATE FOUNDATION

[NAME OF CONTRIBUTING FILMMAKER]

CONTRIBUTOR LICENCE AGREEMENT STANDARD TERMS

1 Rights

- 1.1 In consideration of the payment by the Company to the Owner of the sum of £1 (**Fee**), receipt and sufficiency of which is acknowledged, the Owner with full title guarantee hereby irrevocably licences to the Company the non-exclusive right to include the Film in the Festival and the irrevocable right to exploit the Film, and all allied and ancillary rights thereto, in any and all media and by all means, whether now known or hereafter invented, throughout the world in all languages, for the full period of copyright together with all possible renewals, revivals, reversions and extensions of the same and thereafter in perpetuity to the extent permitted by law, for any and all purposes in relation to the Festival and the Project (**Purposes**), without the need for any further payment to the Owner or any third party.
- 1.2 The Owner gives all consents which may be required under the Copyright Designs and Patents Act 1988, as amended, to enable the Company to make the fullest use of the rights granted and assigned in this Agreement.
- 1.3 Payment of the Fee constitutes a complete buyout of all of the rights licensed to the Company pursuant to clause 1.1 above and the Owner shall not be entitled to any further sums whatsoever by reason of the exploitation in any manner whatsoever of the Film and the Festival.

2 **No Obligation to use**

- 2.1 The Company gives no guarantee that the Film will be featured in the Festival. The Company is not obliged to include the Film in the Festival but, where the Film is so used, the Owner irrevocably releases the Company from any and all claims or liability of any kind or nature whatsoever arising from such use in the Festival for any other Purposes including any claims in respect of defamation, invasion of privacy or otherwise and the Owner agrees not, either now or in the future, to assert or maintain any such claims against the Company.

3 **Warranties and Indemnity**

- 3.1 The Owner warrants, represents and undertakes to and with the Company that the Owner:
- 3.1.1 has the full right, power, legal capacity and authority to enter into this Agreement and to license the rights as set out in this Agreement to the Company;
 - 3.1.2 will not exploit or authorise others to exploit the Film by any means from the date of this Agreement for a period of 12 months following the Festival Date (save as in connection with pre-existing contractual obligations) unless otherwise agreed in writing by Renate; and
 - 3.1.3 has obtained all necessary contracts, assignments, licenses, clearances and/or releases in connection with the Film and the Owner further warrants, represents and undertakes that the Company's use of the Film pursuant to the terms of this Agreement will not infringe the rights of any third party.
- 3.2 The Owner indemnifies and shall keep the Company indemnified, from and against any and all third party claims, demands, actions, proceedings, costs, damages, losses, liabilities and expenses (including reasonable legal costs, expenses and VAT) suffered or incurred directly by the Company arising out of any use of the Film pursuant to this Agreement, or any breach, non-performance or non-observance of any of the covenants, warranties, representations, undertakings and agreements contained in this Agreement or arising due to an action or claim made by a third party that the Film infringes that third party's intellectual property rights.

4 **Data Protection and Privacy**

- 4.1 For the purposes of the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 EC (**GDPR**) (together the **Data Protection Legislation**) the Company is a data controller and processes personal data. The parties to this Agreement will comply with the Data Protection Legislation.

5 **No Rescission, Injunctive Relief**

- 5.1 The grant of rights under this Agreement shall be irrevocable and not subject to reversion, rescission, termination, injunction or any other equitable relief. The Owner's rights in the circumstances of any breach or repudiation of this Agreement by the Company or any third party shall be limited to the right to recover damages actually suffered in an action at law. In no circumstances shall the Owner be entitled to injunct, interfere with, inhibit, enjoin or restrain the development, production, distribution, exhibition or other exploitation of the Film, the Festival or any allied and ancillary rights thereto (including any advertising and publicity relating to the same).

6 **Miscellaneous**

- 6.1 The Company shall be entitled to assign or license its rights pursuant to this Agreement in whole or in part to any third party in connection with the production, financing, distribution and exploitation of the Festival.
- 6.2 If any clause, provision or any part of this Agreement becomes invalid, illegal or unenforceable under any law or for any reason, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 6.3 No waiver by the parties of any failure by them to perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of any covenant or condition of this Agreement.
- 6.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no term or condition of this Agreement shall confer or be construed as conferring any right on any third party.
- 6.5 This Agreement may be validly executed in any number of counterparts each of which when so executed and delivered shall be an original but which together shall form one and the same instrument. Executed counterpart signature pages of this Agreement sent by fax or scanned and transmitted electronically in either Tag Image File Format (**TIFF**) or Portable Document Format (**PDF**) or the equivalent shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.
- 6.6 This Agreement represents the entire agreement between the parties in respect of its subject matter and replaces any previous agreement(s), whether written or oral, relating to the subject matter and may be varied, modified or terminated only in writing signed by the parties.

6.7 This Agreement and any related dispute or claim (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.