

What you should know...



You own your content

You retain all ownership
rights of your content



We work to earn you money

You will typically receive a share of
revenue earned by your video,
depending on use type



You give us exclusivity

So we can perform our best
managing and maximizing the
revenue on your content

WooGlobe Content Agreement

Summary

Thank you for agreeing to use WooGlobe to distribute your video worldwide across the web, TV and other platforms. Your agreement with WooGlobe explains what permissions you give to us, what our role is and how we work to earn you money. The full terms are set out in the WooGlobe Content Agreement, which you should read carefully. A summary of the key points in the Content Agreement is:

Uses:

This agreement gives WooGlobe and its partners the rights they need to distribute and use your video(s) worldwide. Your video(s) may appear on websites, on TV shows and in films, in advertising, in public places and in any other type of media. We will exclusively manage your video(s) on YouTube and similar platforms (no restrictions).

Exclusivity:

The rights you grant to us are worldwide and exclusive.

Term:

The term of this agreement is perpetual. We need this in order to best protect and monetise your video(s). You may seek to terminate this Agreement under the conditions as set forth in Section 4 of the agreement.

Earnings:

We will pay you agreed percentage, as set forth in agreement, of any money earned from your video. We will do our best to earn you as much revenue as possible but we cannot make any promises as to how much will be earned.

Ownership:

You must have taken any videos you submit to us. You will retain your copyright ownership of them.

Privacy:

If your videos feature any identifiable people, you must make sure you have their permission to submit your videos to us and for us to use them. The information you provide to us may be shared with our clients and we, or our clients may contact you to further verify this information.

Your obligations:

You must ensure that your videos are lawful, that you own them and that you are entitled to allow us to distribute them. Please make sure that you comply with the WooGlobe Content Agreement at all times.

VIDEO OWNER AGREEMENT

Video Owner / Licensor

Full Name * :

Email * : Phone * :

Address * :

City * : State * :

Zip Code * : Country * :

Image(s): (i.e. your video(s))

Title:

URL:

Includes all additional footage (e.g. "B-roll", raw footage, etc) submitted by Licensor to WooGlobe in connection with the Images. Does not include Licensor's channel or other works unless expressly stated.

Share: 60%

Where was this video filmed?*

When was this video filmed?*

Declaration

- I am 18 years of age or older and I either shot this video all by myself or own full rights to the video.
- By signing the agreement, I acknowledge that I have read and understood the detailed WooGlobe Ltd. content agreement below, and that I accept and agree to adhere to all of its terms, which includes the exclusive grant of rights of video to WooGlobe Ltd.

Name

Signature

Date

Agreement Terms and Conditions

1. Licensed Rights. Licensor grants WooGlobe the exclusive, unlimited right to use, refrain from using, change, alter, edit, modify, add to, subtract from and rearrange the Images and to exhibit, distribute, broadcast, reproduce, license others to reproduce and distribute, advertise, promote, publish and otherwise exploit the Images by any and all methods or means, whether now known or hereafter devised, in any manner and in any and all media throughout the world, in perpetuity, for any purpose whatsoever as WooGlobe in its sole discretion may determine (the "Licensed Rights"), including for the purpose of marketing, advertising, and promotion. Licensor furthermore does hereby irrevocably appoint WooGlobe as its attorney-in-fact to take any such action as may from time to time be necessary to effect, transfer, or assign the rights granted to WooGlobe herein, including without limitation copyright-related actions, and assigns to WooGlobe the right to prosecute any and all claims from the past, present, and future use of the Images by unauthorized third parties.

2. Payments to Licensor. In full consideration of all of the Licensed Rights granted hereunder, WooGlobe will pay Licensor the Share of the net revenue earned and received by WooGlobe from the exhibition, distribution, broadcast, licensing and other exploitation of the Licensed Rights, less proceeds received from uses intended to generate marketable interest in the Images. Licensor shall be responsible for any taxes relating to payments it receives to the appropriate tax authority and governmental entities. Licensor must deliver to WooGlobe agreement to these terms, any additional information requested by WooGlobe relating to the Images, and the above-described images in a format acceptable to WooGlobe in order to receive payment. Licensor must provide the best quality video file available to WooGlobe and add a line to any site where Licensor has previously posted the work, stating: For licensing or usage, contact:licensing@wooglobe.com.

WooGlobe shall process the payment to Licensor within fifteen (15) days after the end of every quarter (i.e 15th April, 15th July, 15th Oct, 15th Jan); however, if the amount owed to Licensor is less than seventy five US dollars (\$75 USD), WooGlobe reserves the right to carry the royalty over for payment to Licensor until the amount exceeds seventy five US dollars (\$75 USD). If the amount never exceeds seventy-five US dollars (\$75 USD) or if WooGlobe ceases license acquisition operations, then no Payment will come due. WooGlobe shall not be responsible for any Payments to Licensor for revenue earned in connection with the images but not received by WooGlobe for any reason (for example, due to non-payment, or where WooGlobe does not receive adequate reporting so as to enable WooGlobe to assign revenue). Licensor agrees that if the outstanding Payment does not exceed seventy-five US Dollars (\$75 USD) for a period of twenty-four (24) months, account maintenance costs will exceed expected future revenue. In this event, any outstanding Payment will be charged as a maintenance fee, and no future Payments are due. Licensor may choose to be paid via PayPal, or electronic bank transfer (the "Payment Method"). Any electronic bank transfer fees will be deducted from the Licensor's Payment prior to sending. Licensor agrees to provide WooGlobe all the necessary and accurate information required to process the Payment (the "Payment Details") via their preferred Payment Method. If Licensor fails to provide Payment Details to WooGlobe within sixty (60) days of the execution of this Agreement or the expiration of provided Payment Details, Licensor will forfeit the outstanding Payment balance to WooGlobe. If after sixty (60) days Licensor updates Payment Details, WooGlobe will make Payments to the Licensor in accordance with the above terms for Net Revenue earned for the period after Payment Details are updated. Licensor further understands that Payments may be subject to withholding tax which will be paid on behalf of Licensor to the appropriate tax authority. Licensor agrees that WooGlobe is entitled to deduct a reasonable sum from any revenue to cover the costs incurred to generate interest in the images. For the avoidance of doubt, any such deductions shall be made prior to our calculation of the revenue share.

3. Licensor Representations and Warranties.

(a) Owner of Rights: Licensor has the sole, exclusive and unencumbered ownership of all rights of every kind and character throughout the universe in and to the Licensed Rights and has clear title to the material upon which the Images are based. Licensor has the absolute right to grant to WooGlobe, all rights, licenses and privileges granted to or vested in WooGlobe under this Agreement. Licensor has not authorized and will not authorize any other party to exercise any right or take any action that impairs the rights herein granted to WooGlobe.

(b) Rights Are Clear: Licensor has obtained all clearances and paid all monies necessary for WooGlobe to exercise its exclusive rights hereunder and there will not be any other rights to be cleared or any payments required to be made by WooGlobe as a result of any use of the Images pursuant to the rights and licenses herein granted (including without limitation, payments in connection with contingent participations, residuals, clearance rights, moral rights, union fees, and music rights). Licensor has not previously entered into any other agreement in connection with the Images. All of the individuals and entities connected with the production of the Images, and all of the individuals and entities whose names, voices, photographs, likenesses, appearance, works, services and other materials appear or have been used in the Images, have authorized and approved Licensor's use thereof, and WooGlobe shall have the right to use all names, voices, photographs, likenesses, appearance and performances contained in the Images in connection with the exploitation, promotion, and use of the Licensed Rights. It is expressly understood that WooGlobe has not assumed any obligations under any contracts entered into by Licensor.

(c) No Infringement: No part of the Images, any materials contained therein, or the exercise by WooGlobe of the Licensed Rights violates or will violate, or infringes or will infringe, any trademark, trade name, contract, agreement, copyright (whether common law or statutory), patent, literary, artistic, music, dramatic, personal, private, civil, property, privacy or publicity right or "moral rights of authors" or any other right of any person or entity, and shall not give rise to a claim of slander or libel. There are no existing, anticipated, or threatened claims or litigation that would adversely affect or impair any of the Licensed Rights.

4. Termination. Licensor may seek to terminate this Agreement after one year of signing the agreement; however, this Agreement shall only be terminable upon the mutual agreement of the parties, the consent of which may be granted or denied in WooGlobe's sole discretion. No termination shall impact any prior license of the Images by WooGlobe prior to termination, which shall continue in full effect under the terms of this Agreement. Any use of the images in promotions or compilations created by WooGlobe or its affiliates, prior to the termination of this agreement, shall survive termination and that such use shall not be a breach of any of Licensor's rights. WooGlobe may terminate this agreement immediately with no obligation to the Licensor if Licensor is in breach of any term of the contract.

5. Release and Indemnity. Licensor hereby agrees to indemnify, release and hold harmless WooGlobe, its successors, licensees, sub-distributors and assigns, and the directors, officers, employees, representatives and agents of each of the foregoing, from any and all claims, demands, causes of action, damages, judgments, liabilities, losses, costs, expenses, and attorney's fees arising out of or resulting from (i) any breach by Licensor of any warranty, representation or any other provision of this Agreement, and/or (ii) any claims of or respecting slander, libel, defamation, invasion of privacy or right of publicity, false light, infringement of copyright or trademark, or violations of any other rights arising out of or relating to any use by WooGlobe of the rights granted under this Agreement. Licensor acknowledges that WooGlobe is relying on the representations contained in this Agreement and a breach by Licensor would cause WooGlobe irrevocable injury and damage that cannot be adequately compensated by damages in an action at law and Licensor therefore expressly agrees that, without limiting WooGlobe's remedies, WooGlobe shall be entitled to injunctive and other equitable relief.

6. No Guarantee Regarding Revenue. Licensor acknowledges and agrees that WooGlobe is not making any representation, guarantee or agreement regarding the total amount of revenue, if any, which will be generated by the Licensed Rights. Licensor agrees that the judgment of WooGlobe regarding the exploitation of the

Licensed Rights shall be binding and conclusive upon Licensors and agrees not to make any claim or action that WooGlobe has not properly exploited the Licensed Rights, that more revenue could have been earned than was actually earned by the exploitation of the Licensed Rights, or that any buyout or one-time payment to Licensors is insufficient in comparison to the revenue earned by the exploitation of the Licensed Rights. Nothing in this Agreement shall obligate WooGlobe to actually use or to exploit the Licensed Rights.

7. Publicity/Confidentiality. Licensors shall not release, disseminate, issue, authorize or cause the release, dissemination or issuance of any publicity or information concerning the Licensed Rights, WooGlobe, or the terms of this Agreement without WooGlobe's prior specific written consent (including, without limitation, posting, participating or engaging in social media discussions, news stories, blogs, reports or responses thereto), and Licensors shall direct all licensing or other inquiries relating to the Images solely to WooGlobe. The parties acknowledge that the terms and provisions of this Agreement are confidential in nature and agree not to disclose the content or substance thereof to any third parties other than: (i) the parties' respective attorneys and accountants, (ii) as may be necessary to defend Licensors' and/or WooGlobe's rights, and/or (iii) as may be reasonably required in order to comply with any obligations imposed by the Agreement, or any statute, ordinance, rule, regulation, other law, or court order.

8. Confidentiality. Licensors acknowledge that the terms and provisions of this Agreement are confidential in nature and agrees not to disclose the content or substance thereof to any third parties, other than Licensors' respective attorneys and accountants, or as may be reasonably required in order to comply with any obligations imposed by this Agreement. Licensors acknowledge that any unauthorized disclosure, statement, or publicity may subject WooGlobe to substantial damages, the exact amount of which are extremely difficult and impractical to determine, and such unauthorized disclosure shall subject Licensors to legal liability (including an injunction to prevent further disclosure).

9. Electronic Signature Agreement. The Licensors agree that by entering their name into the space designated above or through the use of any electronic signature software/service or by any other means, Licensors are agreeing to the terms of this agreement electronically. The Licensors agree that the electronic signature is the legal equivalent of manual signature on this Agreement and that no certification authority or other third party verification is necessary to validate Licensors' e-signature. The lack of such certification or third party verification will not in any way affect the enforceability of Licensors' e-signature or any resulting contract between Licensors and WooGlobe.

10. Severability. If any provision of this Agreement is illegal and unenforceable in whole or in part, the remainder of this Agreement shall remain enforceable to the extent permitted by law.

11. Miscellaneous. Licensors acknowledge and warrants that this Agreement has not been induced by any representation or assurance not contained herein. This Agreement supersedes and replaces all prior agreements, negotiations or understandings in connection with the Licensed Rights, including without limitation any simplified explanation of the terms herein, and in the event there are any inconsistencies between this English-language contract and any translations of terms and conditions, the English-language version shall prevail. This Agreement contains the entire understanding of the parties and shall not be modified or amended except by a written document executed by both parties. If any provision of this Agreement is found to be unlawful or unenforceable, such provision shall be limited only to the extent necessary, with all other provisions of the Agreement remaining in effect. The waiver by either party or consent to a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other party. WooGlobe shall have the right to assign freely this Agreement, the Licensed Rights and/or any of WooGlobe's other rights hereunder to any person or entity (by operation of law or otherwise). Licensors may not assign this Agreement or the Licensed Rights.

12. Choice of Law/Dispute Resolution. This Agreement shall be deemed to have been executed and delivered within England, UK, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with English law, without regard to the conflicts of law principles thereof. Any disputes

relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England. The parties agree to the personal jurisdiction by and venue in England, and waive any objection to such jurisdiction or venue irrespective of the fact that a party may not be a resident of England.

Except for WooGlobe's equitable rights as set forth in this Agreement, the parties hereby agree to submit any disputes or controversies arising from, relating to or in connection with this Agreement or the parties' respective obligations in connection therewith to binding arbitration in England in accordance with the English law and only for actual monetary damages, if any. In the event of any dispute, Licensor shall not be entitled to, and does hereby waive all right to, any equitable relief whatsoever, including the right to rescind its agreement to these Terms, to rescind any rights granted hereunder, or to enjoin, restrain or interfere in any manner with the marketing, advertisement, distribution or exploitation of the Licensed Rights. All rights to recover consequential, incidental and/or punitive damages are waived by Licensor.

13. Terms & Conditions. Licensor may be required to agree to additional terms and conditions displayed on the WooGlobe website at www.WooGlobe.com and its partners in connection with the management of this Agreement and the payments related thereto, which will be incorporated herein by reference and subject to change.