

A person is holding a blue Nintendo Switch console. The screen displays the title screen for 'Stranger Things: The Game', featuring the show's characters and the title in a stylized font. The background is dark and out of focus, with some blurred light sources.

# Exclusive licensing agreement

# The **Viral** Group Ltd T/A HYPD Live/HYPD Gaming exclusive creative licensing agreement

## **Terms (“Main terms”)**

This is an agreement made between The **Viral** Group Ltd T/A HYPD Live/HYPD Gaming of Ground Floor, 15 Heritage Park, Hayes Way, Cannock, Staffs, WS11 7LT and the “Assignor” (Full name as provided in your Submission Form), that states:

**Agency:** The **Viral** Group Ltd T/A HYPD Live/HYPD Gaming of Ground Floor, 15 Heritage Park, Hayes Way, Cannock, Staffs, WS11 7LT (“the Agency” “us” “our” or “we” which expression shall be deemed to include the Agency’s successors in title, licensees and assigns)

LICENSOR: (“the Assignor”, “you” or “your”)

**Territory:** Worldwide (“the Territory”)

**Media:** The Assignor exclusively appoints the Agency to market, sell and monetise the Content for distribution to all media including but not limited to social media pages now known or hereafter invented. If other media outlets, including but not limited to social media pages, contact the Contributor regarding the content, the Contributor agrees to put them in touch with the Agency so that it can negotiate further marketing, syndication and sales.

**Duration:** This agreement becomes valid and effective from the date of signing in writing or using an electronic signature or sending digital confirmation via email or direct messaging of the agreement. The exclusive rights contained herein are valid for the full period of copyright and all renewals, reversions, revivals and extensions and thereafter in perpetuity to the extent permitted by law (unless terminated in accordance with 3.1-3.2 of General Terms).

**Agreement:** This Agreement consists of these Main Terms and the attached General Terms of Agreement. These Main Terms along with the General Terms of Agreement below set out the full terms and conditions of this exclusive licensing agreement (“Agreement”) and forms a binding contract between the parties. By signing or sending digital confirmation to this Agreement, you agree to be bound by the terms of this Agreement.

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## **General terms of agreement**

This Agreement shall comprise of the Main Terms and these General Terms of Agreement.

### **1. Content**

The content shall consist of all the video specified in the Main Terms. It includes (but is not limited to) any identifiable individuals, locations, sounds, trademarks and logos and all other rights depicted or contained in the Content (the "Content"). You agree to supply the Content in such formats and by such means as we may require.

### **2. Grant of licence**

- 2.1 You appoint the Agency to exclusively license and manage the Content throughout the Territory with respect to all activities and opportunities relating to the Content, including but not limited to: licensing, distribution, pursuing and receiving costs and damages for past and future infringements, brand integration, endorsements, product placements, sponsorships, merchandising, advertising sales and any other form of usage relating to the Content whatsoever ("Services") and you permit us to collect revenue with respect to the foregoing.
- 2.2 The agency is granted a worldwide licence to use the Content, in whole or part, on the terms set out in this Agreement. We may grant third parties the right to use the Content for any

purpose and in any manner, including but not limited to exhibition, broadcast, distribution, advertising or promotion on any media now known or hereafter invented, worldwide and in perpetuity. We may change, alter, edit, modify, rearrange and reproduce the Content and authorise other parties to do the same. The Agency is permitted to pursue and conclude any form of opportunity on your behalf.

- 2.3 The Agency may provide the Content to third parties to assist the business and for the purpose of marketing or promoting the Content. The Agency shall not act as the Assignor's talent or employment agent or otherwise with respect to this Agreement, nor shall this Agreement be deemed to establish any partnership or joint venture between the Assignor and the Agency.
- 2.4 During the Term of this Agreement, the Assignor agrees not to engage any other person or party as your representative in relation to the Content nor to provide the Content to any other person or party without the Agency's prior written permission. The Assignor will refer all messages, enquiries or interest relating to the Content directly to the Agency and the Assignor further agrees not to negotiate or enter into any form of agreement with any other person, entity or party without the Agency's prior written consent.

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2.5 The Agency shall be entitled to set the price for the Content in relation to the Services.

### **3. Term**

3.1 This Agreement shall commence on the Commencement date of the digital signature and continue in perpetuity. The Agreement may be cancelled at any time by mutual consent and giving thirty (60) days-notice in writing (the "Termination Date").

3.2 In the event that the parties mutually agree in writing to terminate this Agreement, we agree to cease any further sales of the Content sixty (60) days following such mutual agreement being confirmed; notwithstanding the foregoing, the Content may continue to remain on our Pages, which may be monetised.

3.3 Any agreements or conversations relating to the Content that began prior to the Termination Date shall persist beyond the Termination Date and we shall be entitled to conclude such conversations and/or agreements and collect any revenues relating to those conversations and/or agreements. This shall include any long-term licensing of Content, work booked prior to the Termination Date and any renewals arising from conversations or agreements entered into or agreed during the Term. Should you breach any

of the terms of this Agreement, we may terminate this Agreement and withhold any payments in relation to the Content.

### **4. Credit**

The Agency will include a credit to the Assignor' with the Content on any usage on our pages wherever possible. We also include the credit line on the Content in the captions and meta data when it is being sent out to third parties. The Agency strives to ensure the credits are included by third parties but cannot guarantee that each individual publication follows our credit instructions.

### **5. Warranties**

5.1 You warrant and represent that you are the sole absolute unencumbered legal and beneficial owner or controller of all rights in and to the Content and have the right and power to enter into this Agreement, to perform all of your obligations under this Agreement and to grant those rights and licences set out in this Agreement and have not assigned or sub-licensed the Content or the rights being granted.

5.2 You warrant and represent that all individuals featured in the Content have provided full consent to their inclusion in the Content and you have obtained all required permissions and releases from individuals, parties or locations, including the express written consent of

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any identifiable minor's parent or legal guardian, to enable you to grant us the rights granted herein.

5.3 You warrant and represent that the Content shall contain nothing that is, or that when used by the Agency shall be in breach of any Intellectual Property Rights or infringe the moral rights of any person or infringe any obligation of any nature owed to any third party.

5.4 You warrant and represent that the Agency will not be required to obtain any other rights or licence or make any payments to any parties in order to exercise the rights provided by you herein and the payment of all residuals or other sums that may be payable to any and all third parties on account of any exercise of our rights hereunder (including without limitation any sums payable by way of equitable remuneration from the exercise of so-called rental and lending rights) or for any other reason whatsoever, shall have been paid or will be paid by you and that the Agency is not and will not be liable for any such payments.

5.5 You warrant and represent that nothing in the Content, nor any usage of the Content will infringe or violate the rights or interests of any third party, including intellectual property rights, proprietary rights or rights of publicity or privacy, or bring us into disrepute.

5.6 You warrant and represent that the Content does not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

5.7 The Agency acknowledge that the Assignor' does not own or control the rights to any third-party music featured in the Content.

## **6. Indemnities**

6.1 You shall remain the copyright holder for the Content and we take no responsibility with respect to the production or copyright involved in the Content. The Agency will not be held liable for any costs, expenses, damages, liabilities, claims, fees and any other costs or expenses in relation to any claims or potential claims, which may be brought against us as a result of the production of the Content and any exploitation of the Content as contemplated in this Agreement or otherwise or as a result of your breach of any warranties contained in this Agreement.

6.2 The Assignor shall indemnify the Agency, its respective officers, employees, successors, licensees and permitted assigns (and third parties authorised to use the Content) harmless from and against any costs, claim, demand, action,

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damages, loss and/or expense (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties, legal costs and any other reasonable costs and expenses suffered or incurred) arising from actions brought by any third parties resulting from any breach of any of the warranties made by the Assignor; any claims respecting slander, libel, defamation, copyright or trademark infringement, invasion of privacy, or violations of any other rights arising out of or relating to any use of the Content authorised by the Agreement and this indemnity shall survive the termination of this agreement.

## **7. Permitted use on website/social media**

The Agency shall be entitled to edit, upload and monetise the Content onto any of our social media platforms, pages and websites currently in existence and/or invented in the future ("Pages"); the Content may remain on the platforms in perpetuity regardless of whether this Agreement is renewed and any revenue generated from the use of the Content on the Pages shall not be subject to any Revenue Share.

## **8. Payment**

Agency agrees that The Assignor will receive a one-off payment for the video submitted, this will be £100 (One Hundred

Great British Pounds). The payment will be paid to the Assignor of the submission within six (6) weeks from the date of the draw. In addition, The Assignor will receive a 30% commission payment for any payments received by The Agency from third party licensing, endorsement, advertising or promotions.

## **9. Entire agreement**

This Agreement may not be modified or altered except in writing by both parties. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

## **10. Confidentiality**

This Agreement is confidential and, during the subsistence of this Agreement or at any time thereafter, the Assignor agrees not to disclose to any third party the terms of this Agreement or any other information disclosed to you by us to any other person or entity without our express written consent, unless required by law.

## **11. Assignment**

You shall remain the copyright holder for the Content. You may not assign your rights under this Agreement without our prior written consent.

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## **12. Counterparts & confirmation**

This agreement may be executed in any number of counterparts which together shall constitute one agreement. This agreement becomes valid and effective from the date of signing in writing or using an electronic signature or sending digital confirmation of agreement in the form of an email response confirming acceptance. You agree that electronic signature, clicking the buttons Accept and/or Submit in the form or sending digital confirmation is the legal equivalent of your manual signature in validating this Agreement.

## **13. Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims) shall be governed by the laws of England & Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.