

# Kingdoms TV Content Agreement

Thank you for agreeing to use Kingdoms TV Limited Limited (“Kingdoms”, “us” or “we”) to distribute your video(s) worldwide across the web, TV, and other platforms. This agreement explains what permissions you give to us and what our role is. The full terms are set out below and you should read them carefully.

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## 1. Who we are

Kingdoms TV Limited, trading as Kingdoms TV, is a limited company, registered in Canada. To contact us please email [info@kingdomstv.com](mailto:info@kingdomstv.com)

## 2. Our role in providing monetisation services

*This section describes how we will try and get your videos used as widely as possible and earn as much revenue as they can.*

We will manage the promotion, licensing, and monetisation of your video(s) (“**Videos**”). You grant us the worldwide right to perform the “**Monetisation Services**” for the Videos, which means we can

- distribute, publicise, promote, monetise, store, and license the Videos, collectively, in combination with other videos, or individually;
- sell and manage any and all advertising inventory sold alongside or in relation to the Videos, including on YouTube and/or similar platforms;
- distribute and license the Videos to others to assist us in promoting the Videos (this may include providing the Videos to others, at our sole discretion, free of charge to encourage awareness of the Videos);

- embed and link to versions of the Videos already available;
- display the Videos on our website, on our online portal accessible to our clients, and/or on any other system used by us, and use the Videos in our own promotional activities;
- store the Videos in our internal archive, including for later use by us and/or our clients;
- do anything connected with any of these uses to enable us to provide the Monetisation Services, such as copy the Videos, edit the Videos, and communicate the Videos to the public; and
- grant any or all of the above rights to third parties.

Kingdoms TV will be the exclusive provider of the services set out in this Agreement in relation to the Videos and the rights you grant to us in this agreement are exclusive to Kingdoms TV.

In order for us to perform the Monetisation Services, you agree to complete any additional paperwork or to do anything else which we may reasonably require to enable us to perform the Monetisation Services, including, but not limited to, communicating with YouTube as instructed by us, clicking on verification links, and/or allowing us to ‘claim’ the Videos. In light of our experience and understanding of the market for the Videos and our clients’ expected uses of the Videos, we are entitled to set whatever price and terms for use of the Videos we deem to be appropriate. We use our reasonable endeavours to monetise the Videos, but you acknowledge that we cannot guarantee any specific level, or any at all, Revenue.

### **3. How your videos may be used**

*This section explains how our partners and clients may use your Videos*

Our clients include some of the world’s biggest websites, TV and film companies, advertisers, brands, newspapers, and broadcasters. Your Videos could end up being used by any of them. Uses may include:

- on websites
- in advertising
- as part of TV shows or films
- in compilations of videos
- in news broadcasts or as part of news stories
- at live events
- in public places

Ultimately, once our clients decide to use a video, it is up to them how they use it, so do not be surprised to see your Videos appearing in even the most unlikely of places. They may edit, alter, adapt, sample, mash-up, and otherwise create new material based on your Videos.

#### **4. Our rights to the videos**

*This section explains what rights you give us to use your Videos and the duration of those rights. It explains the effect of Kingdoms TV having “exclusive” rights to your Videos.*

By granting us exclusive rights to your Videos it means that you are not able to do or to allow anyone else to do the things that you allow us to do in this agreement. In this case 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; and
- 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. If you do, and you receive any revenue in relation to the Videos, you must share that with us as split in accordance with section 7 below.

So we can perform the Monetisation Services, you grant us a worldwide, exclusive, transferrable license to use, reproduce, transmit, store, publicly perform, broadcast, make available, communicate to the public, display, exhibit, distribute, index, comment on, edit, cut, modify, create derivative works based upon and otherwise exploit the Videos, in whole or in part, in and through whatever medium or technology we (or our clients, licensees and partners) use or may use in the future.

We can grant any part of this license to our clients, licensees and partners. And then they may be able to grant further licenses to their clients, licensees and partners. This license includes the right for us to grant any duration of license to our clients, licensees, and partners. The licenses we grant to our clients, licensees, and partners (and the licences they grant to their clients, licensees and partners) may last longer than the term of this agreement. They may, for example, be perpetual licenses. Any such licenses, even after the termination of this agreement, shall continue for the benefit of our clients, licensees, partners, and others who have received the Videos from us or our clients, licensees, and partners.

This license applies to all media formats and channels now known or existing in the future, including, but not limited to, on websites, in apps, embedded in other media, in electronic publications, video on demand, cable, satellite and internet television networks and stations, on and through broadband, mobile and wireless platforms, products and services, on physical and digital media, and in theatrical release, and for any and all purposes including, but not limited to, entertainment, news, advertising, promotion, marketing, publicity, trade and commercial.

You also grant to us the right to conduct, and exercise control over, any proceedings relating to your Videos. However, we are not obligated to issue any proceedings relating to the Videos. You

consent to any act carried out by us in performing the Monetisation Services and any entity or person authorised or licensed by us which would otherwise infringe your moral rights in the Videos anywhere in the world.

## **5. Your ownership and delivery of the videos**

*This section confirms that you own your Videos but requires, when applicable, that you refer people to us if they want to use your Videos.*

You retain full rights in and ownership of the Videos, subject to the terms of this agreement. You are entitled to use the Videos for your own personal, private use and as an example of the work you have created for promoting yourself and your work. This includes your own use on your own YouTube channel. 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 following such enquiries without our direct involvement.

If you wish us to carry out the Monetisation Services in relation to one or more of your other videos, you should contact us about that video. We will let you know if we agree to provide Monetisation Services for that video. If we ask, you must provide us with a master copy of all Videos (using an online file transfer service we specify).

## **6. Your responsibility for the videos and their content**

*This section clarifies that you are responsible for making sure that your Videos are free for us and our clients to use and that use of them will not be unlawful or infringe the rights of third parties.*

You confirm and warrant to us that, other than as set out in this Agreement or otherwise communicated to us and agreed by us in writing, the Videos, and all rights in them:

- are owned by you and only you;
- are your own original work, not co-created or copied wholly or substantially from any other source;
- 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/or goodwill;
- are not defamatory of any person or entity;
- do not misuse any private or confidential information of any person or entity;
- comply and will continue to comply with all YouTube and other relevant third-party terms and conditions in effect from time to time; and

- will not render you or us 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.

You confirm and warrant to us that you will comply with all applicable laws, statutes, regulations, and codes, including, but not limited to, those relating to anti-bribery and anti-corruption, data privacy, taxation, advertising, and intellectual property rights.

Where the Videos contain material (e.g. music, lyrics, sound recordings, words, film, clips, images or performances) which you do not own the rights to, you confirm and warrant to us that you have obtained sufficient permissions, licences, and consents to enable you to grant the rights you are granting to us in this agreement and that we are able to carry out the acts we are licensed by you to carry out and which are anticipated by this agreement. If the Videos feature any identifiable persons, you confirm and warrant that you have obtained each applicable permission to enable you to grant the rights you are granting to us in this agreement. Should we require, you shall provide all reasonable assistance in securing written proof of any of these permissions.

If you breach any of these confirmations and warranties, we reserve the right to cease providing the Monetisation Services in relation to the relevant Video.

**YOU AGREE TO INDEMNIFY US IN FULL FOR ALL LOSSES, COMPENSATION, COSTS, EXPENSES AND FINANCIAL PAYOUTS INCURRED OR SUFFERED BY US AS A RESULT OF YOUR BREACH OF THESE CONFIRMATIONS AND WARRANTIES AND/OR ANY OF THE TERMS OF THIS AGREEMENT.**

If we suffer any losses or incur any liabilities (e.g., we are required to pay compensation or to pay, or we incur, legal or other costs and expenses) as a result of your breach of the above confirmations and warranties, we may deduct them from any amounts otherwise payable by us to you under this agreement or may otherwise require you to reimburse us for those losses and liabilities.

## **7. Our payments to you**

*This section describes how we calculate what earnings you make from your Videos and how we will pay them to you.*

In this section 7, the following words shall have the following meaning:

**“Revenue”** shall mean all revenues, income, payments, advances, fees, royalties and other financial benefits from the use of the Videos through the Monetisation Services, including Specific Sales to clients and advertising revenue from YouTube or other platforms, but not from Promotional Use.

**“Promotional Use”** shall mean the use of the Videos in any Kingdoms TV promotional activities as determined in our absolute discretion.

“**Specific Sale**” shall mean single or related sales of the Videos where such sales involve an individual, a per client, or a per Video rate (e.g., where a client pays a single fee for use of your Video).

We are exclusively entitled to collect any and all Revenues arising from the use of the Videos carried out through the Monetisation Services.

We shall pay you, once a month and within forty-five (45) days of collection, fifty percent (50%) of any Revenue collected by us and attributed by us in our absolute discretion to the Videos for the use of the Videos as a net amount after deduction of any applicable taxes or duties, bank or PayPal fees, and a reasonable rights management fee ("**Revenue Share**"). Where we secure other business as a result of a pitch to a client that includes your video (but where we don't directly sell your video), we will not pay you a Revenue share on that other business.

Notwithstanding the foregoing, your Revenue Share from Specific Sales shall be limited in all instances to a maximum of one thousand CAD (CAD \$1,000) per Specific Sale.

We are not obliged to pay you any Revenue Share arising from any Promotional Use of the Videos.

It is a requirement of this agreement that you have and maintain an active PayPal account in your name. We will only pay your Revenue share to the PayPal account in your name you provide to us when you submit your Videos. If you provide us with the wrong PayPal account details (e.g., if there is a mistake in the account details you provide) or if those details become inaccurate (e.g., if your PayPal account closes), we will not be able to pay you and, subject to the next paragraph, we will be under no obligation to do so. We will be under no obligation to repay any monies we have paid out to any incorrect PayPal account details you provided to us.

If we discover a problem with your PayPal account, we will notify you and give you 30 days to fix the problem and respond. If we hear from you within those 30 days with working PayPal account details in your name, we will pay you any outstanding monies and continue to pay your new account. However, if you do not respond within the 30 days, we will be under no obligation to pay you any of the outstanding Revenue Share or any further Revenue Share. After those 30 days, if you provide working PayPal account details, we will pay you any Revenue Share earned after you provide the working details but not any Revenue Share earned before then.

You agree that the part of the Revenue we do not pay to you represents our fee (commission) for carrying out the Monetisation Services. You also understand that if we do not collect any sums due to us (e.g., due to our client's non-payment or insolvency of the relevant platform or where we do not receive sufficient reporting from a platform so as to enable us to adequately assign revenue) then we will not owe you any share unless it is eventually collected or resolved.

The above provisions also apply to any Revenue collected by us after we have ceased providing Monetisation Services which arises from arrangements concluded, or from uses licensed, prior to the date of termination of this agreement, unless we terminate the agreement because you are in breach of it.

We are entitled to deduct a reasonable sum from any Revenue where we incur costs in pursuing unauthorised use of your Videos. Any such deductions shall be limited to what is reasonable to cover our costs and you shall never incur any liability – we will deduct the reasonable costs prior to our calculation of your Revenue share.

If your Revenue Share is less than CAD\$100, we will hold such Revenue Share on your behalf until the monthly payment date on which amounts due to you are, in aggregate, CAD\$100 or more. Where your Revenue Share for any 24-month period does not exceed CAD\$100, we may apply that Revenue Share as an administrative fee against our maintaining your account.

You accept that you are responsible for all taxes payable by you as a result of receiving any Revenue Share amounts. You also accept that we may be obliged by our local taxation authorities to make a deduction or withholding from any amounts payable to you.

## **8. Duration and termination of this agreement**

*This section explains the duration of agreement and how you and/or we can terminate it.*

This agreement will last for a minimum term of one (1) year, unless it is terminated earlier as allowed by other terms of this agreement, starting on the date you accept these terms. The agreement will automatically renew for additional one (1) year periods, unless, at any time during the agreement, we provide you with written notice of termination. You may request the termination this agreement at the end of the then current one-year period, subject to you providing us with at least thirty (30) days' written notice. We shall not unreasonably withhold our consent to such termination.

We may terminate this agreement immediately for any or no reason.

On termination of this agreement, we will cease to actively perform the Monetisation Services but, depending on the length of licenses we have previously granted, as explained in Section 4, the licenses we have granted may remain in force. We will not, therefore, be required to request that our clients, licensees and partners and others who have received the Videos from us cease their use of the Videos. You acknowledge that the Videos may remain in use by these clients, licensees, and partners, potentially in perpetuity, including, e.g., by being available on the Internet or included in broadcasts, and that such use will not be a breach by us and/or our clients of any of your rights.

## **9. What happens if we receive a complaint about a video**

*This section explains what we can do if someone complains about your Videos.*

If anyone complains to us, starts any legal action against us, or makes a claim against us in relation to the Videos, we shall have the absolute right to act how we wish in response. You must provide us with any assistance and take such steps as we reasonably require to assist with such a response. We may, e.g., cease to perform the Monetisation Services and request that our clients

stop using the Video. You may need to answer various questions about the Video or enable us to speak to individuals featured in the Video.

If we suffer any losses or incur any liabilities (e.g., we are required to pay or incur compensation, legal fees, or other costs and expenses) as a result of such a complaint, legal action, or claim, we reserve the right to, in addition to all other rights, to pursue such losses or liabilities or deduct them from any amounts otherwise payable by us to you under this agreement.

## **10. Confidentiality**

You understand and acknowledge that Kingdoms TV makes information available to you and all such information and communications shall be deemed to be “Confidential Information”. For the purposes of this agreement, “Confidential Information” includes, but is not limited to: all information about Kingdoms TV’s organisation, affairs, plans, technology, proposals, the Monetisation Service, Revenue, any communication about your Revenue, any fees or commissions, any information about sales of your Videos, or any other information which either you or we ought reasonably to regard as confidential or which is marked 'confidential.' You understand that this agreement creates a relationship of confidence and trust between you and Kingdoms TV with respect to Confidential Information. You shall keep all Confidential Information confidential during the term of this agreement and for a period of 5 years thereafter.

## **11. Our liability**

Nothing in this agreement shall limit or exclude our liability to you:

- for death or personal injury caused by our negligence;
- for fraud or fraudulent misrepresentation; or
- for any other liability that may not, by law, be limited or excluded.

You waive all rights to recover consequential, incidental and/or punitive damages. Any liability we do have for losses you suffer that arise out of or in connection with this agreement shall not exceed the lesser of the total of all amounts payable or paid by us to you under this agreement at the date of the relevant claim or CAD\$500.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by events outside our reasonable control.

## **12. General**

This agreement incorporates our Privacy Statement which explains how we process and access personal information, including your personal information. By signing this Agreement, you acknowledge and agree to our Privacy Statement’s terms. Please review it [here](#).

You may not transfer or assign any or all of your rights or obligations under this agreement.

All notices given by you to us must be given in writing to the address set out at the start of this agreement. We may give notice to you at either the email or postal address you provide to us in the form you complete and return to us.

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.

If we fail to enforce any of our rights, that does not result in a waiver of that right.

If any provision of this agreement is found to be unenforceable, all other provisions shall remain unaffected.

These terms may not be varied except with our express written consent.

These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of this agreement. In the event of any inconsistencies or conflicts between translations of this agreement and this English language version, the latter shall prevail.

Any answers to FAQs or summaries of this agreement do not form part of this agreement. In the event of any conflict or inconsistency between the provisions of this agreement and those of any FAQs or summaries, the terms of this agreement shall take precedence.

### **13. Law**

This agreement shall be governed by the laws of Canada. You and we both agree that any legal proceedings brought by Kingdoms TV against you arising out of or in connection with this agreement may only be brought in the courts of Canada, unless you normally live in some jurisdiction other than Canada, in which case they may be brought by us in that jurisdiction instead.

You and we both agree that any legal proceedings brought by you against us arising out of or in connection with this agreement may be brought solely in the courts of Canada.