



Content Supply Agreement (Exclusive stock representation)

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ROOM the Agency allows its registered users (“Members”) to from time to time upload photographs, images, illustrations, vectors, videos, audio and other media Content together with associated keywords, titles, descriptions and other information (collectively “Content”) to the website located at www.roomtheagency.com (the “Website”).

All Content submitted to ROOM the Agency is on a Content exclusive basis. This means that Content submitted to ROOM the Agency and any other Content that is substantially the same (“similar”) may not be

licensed to any other stock agency unless Room the Agency has notified you that the Content has been rejected.

This Agreement applies to all Content supplied by you to Room the Agency from time to time on an exclusive basis. It contains many important provisions so please do read it carefully and make sure you understand its terms. We recommend that you print a copy of this Agreement for future reference.

1. Introduction

This Agreement constitutes a legally binding agreement between you and Room the Agency (“Room”, “we”). It sets out the rights and obligations that will apply to you and Room in relation to all “Content” uploaded by you onto the Website while you are a Member. This means any Content originating from and/or uploaded through a mobile phone, cellular phone, camera phone or any other mobile device able to make and receive telephone calls in addition to any camera - also collectively called “Exclusive Content”.

By ticking the relevant box at the end of this Agreement you are agreeing to be bound by the terms of this Agreement. You understand that you will not be able to become a Room contributor if you refuse to accept the terms of this Agreement.

2. Submission of Content to the Website

The submission of Exclusive Content by you to Room is subject to the submission policies and procedures outlined on Room from time to time, which form part of this Agreement.

You acknowledge that no Exclusive Content may be uploaded to the Website that infringes any intellectual property or other rights of any third party or that breaches any applicable law.

Room may, in its sole discretion, determine which Content uploaded by you through your Membership Account is suitable for posting on the Website (“Published Exclusive Content”). We have the right to refuse to accept or to edit any Exclusive Content for any reason.

If we choose not to accept any Exclusive Content uploaded by you from time to time you may sell such Content through other stock distribution venues always provided that you must not sell any “similar” of your

Published Content (meaning an image or other Content that is, in Room's reasonable opinion, immaterially different from one or more of your Published Content).

You agree that although Room reviews submitted Exclusive Content to determine suitable Published Exclusive Content this is done as a matter of courtesy only. You remain solely responsible for the Exclusive Content you upload and for all consequences of your uploading Exclusive Content to the Website.

You agree to, upon request by Room, promptly to provide and upload valid and binding (i) model releases for all Exclusive Content that contains an identifiable face or human figure and (ii) such property releases as Room may, in its sole discretion, require excluding any Street (Editorial) Content. Each relevant model or property released has to permit the use of Exclusive Content contemplated by this Agreement.

You agree that Room has the right, in its sole discretion, to accept, deny, move, edit or remove Exclusive Content and any other material or Content uploaded to or posted on the Website by you without prior notice.

3. Appointment and Licence

a. You hereby grant to Room, for all Exclusive Content:

- i. the exclusive worldwide right and licence to market and sub-licence, through the Website or any other distribution venue representing, owned or operated by Room the Agency from time to time, the right to:
 - modify and alter;
 - upload, post and transmit,
 - (re)package, (re-)publish, display, perform and (re-)distribute;
 - copy, use and create derivative works of;
 - sublicense;
 - produce and sell image products of any kind of;

the Exclusive Content in any and all media from time to time;

- ii. the right to grant Rights Managed or Royalty Free licences or sub-licences to end-users. Room the Agency and Room Partners (as defined below) are entitled to determine the terms and conditions of all licences of Exclusive Content granted by us/them; and
- iii. the right, free of charge, to in any way use any Published Exclusive Content for its own business purposes relating to the promotion of the Website, the Published Exclusive Content and to promote the licensing of Published Exclusive Content.

b. You agree that Room may by email notice to you, using the email last notified by you to us as part of your Membership Account, make some or all of your Exclusive Content available for licensing and distribution to other entities owned by Room or by third party distributors (each a "Room Partner").

c. All rights in and to your Published Exclusive Content will remain with you. No title or copyright is transferred or granted to Room or any third party by you except as provided in this Agreement.

4. Representations and Warranties

By submitting any Exclusive Content to the Website you represent and warrant to Room that:

a. You have legal capacity and the full power and authority to enter into this Agreement;

b. You are the sole and exclusive legal and beneficial owner of all proprietary rights (including but not limited to copyright) in and to the Exclusive Content and you have the full right and authority to contract with Room (including to grant the rights hereby licenced to Room) on the terms of this Agreement.

c. The Exclusive Content is your original work and has not been copied wholly or substantially from any other source or has in any way been obtained in an unlawful manner.

d. The Exclusive Content and all parts of the same are neither defamatory nor obscene, free of encumbrances and do not

infringe the copyright, trademark, right of privacy, right of publicity or any other right of any third party.

- e. The end users licence, terms of business or equivalent licence of any design program software that you have used when creating the Submitted Content allows you to incorporate any relevant design elements into the Submitted Content and to licence such Submitted Content to Room.
- f. The Exclusive Content is not subject to any threatened or pending claim or legal action.
- g. The Submitted Content does not contain any viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the Website or of any computer software or hardware.
- h. You have, for each Exclusive Content, obtained all necessary model and property releases required for the use of the Exclusive Content contemplated by this Agreement and these are valid and binding, excluding Editorial or Street Content.

5. Indemnity

You agree to indemnify and keep indemnified Room and its directors, officers, employees, agents and licencees of Published Exclusive Content (each an "Indemnified Party") harmless from all claims, liability, losses, damages, cost and expenses (including reasonable legal fee and disbursements) arising out of or incurred by a Room Party as a result of or in connection with:

- a. any breach by you of this Agreement;
- b. any access to or use of the Website (including but not limited to the submission or upload of any Content or other material) by any person using your Membership Account and/or Membership Name, whether or not authorized by you; and
- c. any claim threatened or made by any person against a Room Party on the basis that any of your Submitted Content used within the scope of this Agreement infringes the copyright, right to privacy or

publicity or any other intellectual property rights of any third party.

If we believe, in our discretion, that any situation or matter has arisen which could result in a claim by Room against you under the indemnity in this clause 5 we are entitled, by notice to you, to assume the exclusive defence of such matter. You will in this case, at your expense, fully cooperate with us in relation to such defence.

6. Remuneration

Room agrees to pay you royalties equivalent to a designated percentage of any fees received by us in respect of your Published Content that is (on the basis of our records or the records of any relevant Room Partner) downloaded or otherwise purchased by Members or third parties, in accordance with the Room Pricing, Royalties & Payments in force from time to time.

All royalties earned by you from time to time will be credited, in US Dollars (or UK Pounds if you are based in the UK), to your Contributor Account. We are entitled to deduct any of the following sums from any balance standing to the credit of your Contributor Account from time to time (each a "Deduction"):

- a. cancellations or refunds of any licence fee paid by Room's licencees or sub-licencees in relation to any of your Published Content;
- b. previous overpayments to you;
- c. any applicable taxes or other withholdings required by applicable law;
- d. any amounts owed to us by you, whether under this Agreement or otherwise, including reasonable legal and other expenses incurred in enforcing this Agreement;

We are not obliged to make any payment of royalties to you unless and until the balance of your Contributor Account exceeds a predefined minimum, which we may notify you from time to time is to change, but is currently \$30/£25. We will make payment once a month, in US Dollars or UK Pounds, for any royalties earned by you in respect of paid for downloads of your Published Content, but if your account has not reached the minimum payout level of \$30/£25 we will carry over the

sum until the following month and will continue do so until your payout level reaches at least the minimum.

Payments are limited to one payment request per calendar month. If the payment of any royalties from time to time requires the prior submission by you to RooM of any tax forms we are entitled to suspend any royalty payments to you until you have provided the relevant duly completed and signed tax forms. We have, pending final determination of your respective liability to us in this regard, the right to suspend any payment of royalties if we reasonably believe that you have breached the terms of this Agreement or any situation has arisen that may result in a claim by RooM against you under clause 5.

7. Termination and Consequences of Termination

This is a one year agreement. It takes us at least ninety (90) days to effectively start marketing and distributing a Members Content and can take one (1) year or more for us to recoup our costs, so we ask for representation of any Content each Member has uploaded and been accepted for a minimum period of one (1) year.

This agreement will role on for each year until terminated by either party. Once termination is given the agreement will cease to be in effect at the end of that years period, unless termination is not given within ninety (90) days of the end of that years period, in which case RooM has the right to market the Members Content for a further one (1) year if it so chooses.

RooM or the Member may terminate this Agreement with respect to Content by giving ninety (90) days written notice at any time, if there is a serious breach of this Agreement, which is not rectified within thirty (30) days of written notice to the email address last posted by the Member in relation to your Membership Account or by you to this email creative@roomtheagency.com.

If either you or RooM terminate your Membership Account for any reason, such termination will automatically be deemed notice of termination of this Agreement in relation to all Exclusive Content.

RooM will in this case (or if RooM terminates this Agreement in relation to all Exclusive Content) remove all Exclusive Content from the Website

and the websites of all Room Partners. Until such removal (the “Transition Period”) Room and all relevant Room Partners shall be entitled to continue licensing your Published Exclusive Content on the terms of this Agreement.

During the Transition Period you will not receive any royalties. At the end of the Transition Period Room will determine the sum standing to the credit of your Contributor Account, make any relevant Deductions inform you of any balance due to you (“Termination Payment”) by email and then make the Termination Payment to you, using the Available Payment Method elected by you for this purpose and confirmed by you to Room in writing (“Payment Instructions”).

Room will make reasonable commercial efforts to contact you if your Membership Account is terminated for inactivity in accordance with Room’s Terms of Use by email and post, using the email address last posted by you as part of your Membership Account. If Room should not receive Payment Instructions from you within six (6) months of the date of Room’s first communication to you under this paragraph you forfeit all rights, title and interest in any Termination Payment otherwise due to you.

The termination of this Agreement will not in any way affect the rights of licencees or sub-licencees under any relevant Room Licence Agreements. It will also not prejudice any rights acquired by Room under this Agreement, the Terms of Use or any Exclusive Content Supply Agreement between us prior to such termination.

Clauses 2, 4, 5, 8 and 12 of this Agreement will in any event survive termination of this Agreement and continue to apply in full.

8. Disclaimer and Limitation of Liability

The Website and the Materials are provided without any guarantees, representations, conditions or warranties whatsoever. We in particular do not represent or warrant that the Website or the Material are complete or accurate or that they will meet your requirements or that their use will be uninterrupted or error free.

To the extent permitted by applicable law, Room hereby expressly excludes:

- a. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- b. Any liability for any direct, indirect or consequential loss or damage incurred by any user or Member in connection with the Website or in connection with the use, inability to use, or results of the use or exploitation of the Website, any Content published thereon and any websites linked to it, including, without limitation any liability for:
 - i. loss of income or revenue;
 - ii. loss of business;
 - iii. loss of profits or contracts;
 - iv. loss of anticipated savings;
 - v. loss of data;
 - vi. loss of goodwill;
 - vii. wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

In any event Room's total maximum aggregate liability under this agreement or in relation to the use or exploitation by you of any or all parts of this Website or the Content published thereon in any manner or form whatsoever shall be limited to the fees collected by Room for the Content that is the subject of the claim, but in any event shall not exceed one hundred US Dollars (\$100).

The provisions of this clause 8 do not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

9. Infringement of Your Rights

Room has no control over and no responsibility for the compliance by its Members or other purchasers of your Published Content with the terms of the Room End User Licence Agreements or other relevant agreements.

You agree that we have no liability to you in relation to any breaches by such persons of the relevant Room End User Licence Agreements or other agreements.

The decision whether or not, or to what extent, to pursue a Room Member or any other third party for any violation of any Room Licence Agreement relating to Published Content uploaded by you (or any other infringement of your rights by such Member or third party) is in Room's sole discretion. If Room decides not to pursue any relevant violation or infringement but should you wish to do so we will, at your request and cost, use commercially reasonable endeavours to assist you with the protection of your intellectual property rights.

10. Changes to this Agreement and Application of Other Room Agreements

Room has the right to revise and amend the terms of this Agreement from time to time by Room posting amended terms on the Website. Continued uploading of Content will be deemed acceptance by you of this Agreement as so amended so we encourage you to regularly check the Website for updates. You acknowledge that this Agreement applies in addition to our Terms of Use, our Privacy Policy and all other documents and provisions applicable to the use of the Website. In the event that there is any inconsistency between this Agreement and the aforementioned documents the terms of this Agreement will govern.

11. General

The relationship between you and Room is that of independent suppliers. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between you and Room.

This Agreement is personal to you and is binding on your heirs, executors and legal representatives, as the case may be. You are not allowed to transfer, assign, charge or otherwise dispose of this Agreement or your rights and obligations under it to any person without Room's prior written consent but Room may do any of these things. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

If at any time Room fails to exercise any of its rights or remedies under this Agreement, this will not constitute a waiver of such rights and remedies and will not relieve you from compliance with your obligations under this Agreement.

Unless expressly provided in this Agreement 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.

12. Applicable Law and Jurisdiction

Room and you agree that 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 (without reference to conflicts of law principles).

We and you 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 or its subject matter or formation (including non-contractual disputes or claims).

You consent to service of any required notice or proceedings upon you by email, registered mail or overnight courier with proof of delivery

notice, addressed to the last postal address or contact information provided by you in connection with your Membership Account.