

EDUCATIONAL DVD/VOD LIBRARY LICENSE AGREEMENT

1. This DVD Library License Agreement ("the Agreement") is made as of the DATE: between the ("Licensor") and the party named below ("Licensee"), as follows:

2. **Licensor: HARALD HOUSE BELGIUM BV**

Address: Patersstraat 100, 2300 Turnhout, Belgium

Represented by [Kristian Van der Heyden](#)

Tel. +32 485127750

Email. office@haralhouse.com

VAT number: BE0666879651

Licensee:

YES / NO

Non-Profit Organisation

Address:

Represented by

Tel.

Email.

VAT number:

3. **Picture(s) :** **"A PUNK DAYDREAM / 2019 / Jimmy Hendrickx /"**

4. **Territory:**

Within the territory COUNTRY/REGION:

shall be made available for (free) rental from a semi-public or private video library that requires a membership. Licensee confirms that no more than 10,000 members shall have access to the DVD for private use in a home or home office with no more than 4 people at a time, throughout the year and shall not exceed 50 rentals per annum.

Shall be made available for screening to no more than 60 members, associate members or guests of the licensee at the time per quarter per annum. The purpose of the screening shall be at all times educational and shall not exceed 4 group screenings per year.

Shall be made available on a restricted digital library platform (VOD) owned by the licensee and shall not exceed 1000 views per annum by institutional members of the licensee. (eg: students, teachers, guests)

5. License period:

The term of the License shall start on _____ and shall automatically expire in 24 months. The contracting parties may extend the contract if both parties agree on the issue with an additional annex or agreement.

6. Minimum Guarantees:

The license is a non-exclusive authorization for such exploitation of the Picture(s) mentioned above.

Licensee warrants that the content within this contract is a true and accurate description of the Service.

Licensee warrants that the rental is not for commercial use. A small fee may be charged by the Licensee for its rentals that is below the industry standard for commercial use.

7. Rights Granted:

Subject to the terms and conditions of this Agreement, and particularly subject to the exclusions and restrictions set out in this Agreement, Licensor grants Licensee a non-exclusive DVD rights to the following use of the Picture(s) in the Service during the term of this Agreement:

- (i) the right to distribute the above mentioned Picture(s) as a DVD in a physical library or on a digital Platform Library hereby ("Platform") as a VOD that is accessible only by members of the licensee not exceeding 10.000 members; (students, teachers,...)
- (ii) the right to communicate the Picture(s) within the Platform to the users within the Territory mentioned above, only in the Service in accordance with this Agreement;

- (iii) the right to exploit and exhibit the Picture(s) for promotional purposes, within the Platform, and the users of the Platform, which means that the Film will be viewable by the viewer, in immediate and direct connection with the offering of streaming of the Picture(s) in the Platform in accordance with this agreement. Only the Picture(s) contained in the original Platform to which they are related is covered by this Agreement.
- (iv) it is understood, between the parties and the parties agreed that the Internet streaming means that the Picture(s) will not be downloadable for the viewer.
- (v) it is understood between the parties that the VOD rights via the internet are granted only if the technology permits the restriction of such exhibition and exploitation to the territory only to its members and on Territory (as mentioned above) by Territory bases via a geo-blocking system or sign-in system that verifies the user's membership (user-blocked).

Licensor hereby licenses to Licensee the following distribution rights in the Picture(s), for the Territory for the duration of the Term and in the authorized language(s) set forth above:

	Licensed	Reserved
VIDEO ON DEMAND RIGHTS		
(„VOD“ non-exclusive and geo-blocked)	[X]	[]
(„TVOD“ non-exclusive and geo-blocked) [NO]		[]
(„SVOD“ non-exclusive and geo-blocked)	[NO]	[]

All Video on demand, Interactive, Internet, and all other rights not specifically licensed here above, are reserved to Licensor. If not marked above as "licensed," a right is deemed to be "reserved."

8. Holdbacks:

N/A

9. Disposition of Receipts:

9.1 Terms:

VIDEO ON DEMAND RIGHTS („VOD“ non-exclusive and geo-blocked or user-blocked)

50% of the VOD Net Receipts to Licensee,
50% of the VOD Net Receipts to Licensor,

Licensee shall pay a one time license fee for the duration of the license period, according to the rates table henceforth, payment to be transferred to the bank account of the Licensor provided below.

RATES TABLE

Licensee Institutional members < 10.000	200 EURO
Licensee Institutional members < 50.000	400 EURO
Licensee Institutional members < 100.000	800 EURO
Per additional DVD or online group screenings beyond license agreement (Max 4 of 60 people/annum)	50 EURO
Per additional single use DVD rental beyond the agreement (Max 50 /annum)	5 EURO
Per additional 500 views on the VOD platform of the licensee	20 EURO
Per additional DVD copy delivered by Licensor	50 EURO

10. Reserved rights:

The rights granted by Licensor shall be licensed only on condition that the video masters used for the duplication of the Picture(s) have been legally produced, and the Licensee has acquired the right from the Licensor to duplicate and/or distribute the Picture(s) for private use.

10.1 For the sake of clarity the following acts, uses and rights are excluded (without limitation) from this Agreement and from the Licensed Use:

- (i) moral rights of Movie Authors (Moral rights must be taken into account, e.g. when a work is identified or can be identified to a specific product, program or channel);
- (ii) any kind of adaptation, arrangement, translation, alteration or parody, or master reproduction of Picture(s);
- (iii) communicating the Picture(s) to the public by any other means or by any other transmission systems than those agreed upon in this Agreement or separately by the Parties in writing;
- (iv) public performance at the physical location where the end user is located;

- (v) rights related to copyright;
- (vi) private copying as defined by national laws;
- (vii) any other rights not explicitly granted in this Agreement.
- (viii) Licensee shall take all necessary technical measures to prevent unauthorized and illegal use of the Service.

10.2 Licensor reserves the right to designate specific works of its Picture(s) on which a general ban has been imposed in relation to the exploitation of such works in the Platform.

This also applies to instances where all required additional licenses have not been obtained or in the event that Licensee at Licensor's request fails to produce evidence proving that the said licenses have been obtained.

11. Material:

11.1 For exploitation of the Rights granted herein Licensor shall provide Licensee materials upon availability:

- 2x DVD's by MAIL (delivery expected 2-4 weeks worldwide) either NTSC or PAL
- clear mp4, mpeg, blu-ray or Pro Res files without burned in subtitles
- English dialogue list (with time codes) plus additional available dialogue lists
- artwork and stills
- credits
- press material
- trailer
- research

12. Reporting of content on server:

12.1 Prior to introducing the Platform into the market Licensee undertakes to supply Licensor with the following information:

- a) the original title/local title of the Picture(s)
- b) the total playing time of the Picture(s)

- c) for each Picture used on the Platform: The title of the work and playing time as well as the names of the director, screenwriter, actors, producer and duration.

13. Reporting of streaming:

- 13.1** Licensee acknowledges that Licensor needs an accurate report, in English, with accurate data information for Licensor to be able to license and invoice the Picture(s). All Parties acknowledge that they will work together in good faith.

Licensee shall no later than six (6) months provide Licensor in writing with a report complying with the requirements set out in this agreement concerning a report of information on the [activity level of the service in question – number of, streams, subscribers/subscriptions etc.

If the Licensor has not received a statement for six (6) months, Licensee will provide a current statement within three (3) months of Licensor's request.

Licensee shall provide an annual statement of its activity level of the service in question – number of streams, subscribers/subscriptions/rentals/screenings etc.

- 13.2** The usage report shall include the following details of streamed the Platform:

- (i) Catalogue number
- (ii) Original title/local title of the Platform
- (iii) Usage (Streaming/Screenings/rentals)
- (iv) Quantity (Streams), numbers of subscribers/subscriptions (Optional)
- (v) Price pr. stream, turnover or price pr. Subscription (Optional)
- (vi) Country of stream (territory of end-user)

14. Payment terms and invoicing

- 14.1** Licensee's obligation to pay remuneration is initiated the moment when the Picture(s) is uploaded with the intention of being made available to the end user.

- 14.2** The payment for the earnings from the Picture(s) shown will be handled yearly, within the end of each year. If, however, the payment does not exceed 100 euro, the payment will be handled after fulfillment of that condition, but no longer than three (3) calendar months after the expiring of this agreement.

- 14.3 As full and final consideration for the Rights granted to Licensee by Licensor, Licensee shall pay to Licensor a percentage of Net Revenues (the "License Fee") as agreed above without deduction of costs.
- 14.4 If withholding tax shall be applied, Licensee shall provide Licensor with the Tax Certificate issued by the relevant Tax Authority upon applicable withholding tax paid by Licensee regarding Licence Fee.
- 14.5 Licensee may withhold from its payments to Licensor any Taxes required by law unless Licensor provides Licensee with documentation sufficient to verify that Licensor is exempt and withholding is not required. If Licensor claims such an exemption and provides Licensee the required documentation and Licensee does not collect the Taxes in reliance thereon, Licensor shall hold Licensee harmless from and against any and all subsequent assessments, if any, for such Taxes levied on Licensee by a proper Taxing authority, including all interest, penalties and late charges. Licensor, Licensee shall (i) remit such amount to the applicable taxing authority, and (ii) within 30 days of filing the applicable form(s) with the applicable taxing authority, deliver to Licensor original documentation or a certified copy evidencing such remittance to permit Licensor to obtain a credit or withholding in respect of such amounts withheld (a "Withholding Tax Receipt"). In the event Licensee does not provide a Withholding Tax Receipt in accordance with the preceding sentence, the Licensee shall be liable to and shall reimburse Licensor for the withholding Taxes deducted from payments due Licensor.

Payments must be done to the following bank account:

Payment Method: Bank transfer

Account name: HARALD HOUSE BELGIUM BV

Bank: ING

Address: Patersstraat 100, 2300 Turnhout, Belgium

Account number: PROVIDED BY EMAIL

IBAN: PROVIDED BY EMAIL

SWIFT code: BBRUBEBB

15. Authorized Languages:

Licensee is entitled to exploit the Picture(s) only in its original version **subtitled and/or dubbed in the official languages of the territories where the Service is available**. Dubbing and/or Subtitling for at least one language are at Licensee's charge and with free access to Licensor.

Licensee shall provide Licensor access, free of charge (other than costs of shipping and the cost of the Digit beta and/or HD) of the dubbed and/or subtitled version. If the material cost is already recouped by the Licensee, this material created by the Licensee belongs to the Licensor and such material will be sent free of charge.

16. Infringement of copyright:

- 16.1** Licensor warrants to be authorized to grant the non-exclusive license for licensed use of the Picture(s) in the Territory in accordance with article 7 and subject to the restrictions and limitations stated in article 10.
- 16.2** Licensor shall indemnify and hold Licensee harmless from and against all damages arising from any claims that the Licensed Use of the Picture(s) in the Territory infringes copyright of a third party provided that Licensee promptly notifies Licensor in writing of such claims without any delay and permits Licensor to defend or settle the claims provided this is possible under applicable law and permitted by the relevant authority or court of law, and in such case gives Licensor all necessary information and assistance reasonable and the necessary authorizations.
- 16.3** Licensee hereby represents and warrants that it has full legal authority to sign this Agreement and to make the representations and warranties contained in this Agreement.

17. Special conditions

- 17.1** The Agreement becomes legally binding when all Parties have signed it. The agreement will continue for **2 year(s)** after both Parties sign the executed Agreement and can be terminated within 30 days of written notice by the Licensor, as stated in Article 5.
- 17.2** Either Party has the right to terminate this Agreement without liability with immediate effect by giving the other Party a written notice of the termination, if:
- (i) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment; or
 - (ii) the other Party commits a material breach of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so. Licensees failure to forward a report complying with the specifications in Article 11 may be considered such a material breach; or
 - (iii) Each Party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
 - (iv) Each Party becomes insolvent or make or seek to make an arrangement with or assignment for the benefit of creditors, or is a party in proceedings in voluntary or involuntary bankruptcy or liquidation.

18. Governing Law

The Agreement shall be governed by and constructed in accordance with the laws of BELGIUM and both Parties submit to the exclusive jurisdiction of the BELGIUM courts.

Made in Antwerpen in three originals on the _____, 2021.

THE LICENSOR
HARALD HOUSE BELGIUM BV

THE Licensee

Please email the filled-in form to office@haraldhouse.com for further instructions.