

Content Assignment Agreement

The following shall constitute an Agreement effective from the date (“**Acceptance Date**”) on which you submitted the Content (as defined below) and thereby accepted the Terms of this Agreement. These terms and conditions govern the contractual relationship between Grass Root Goals Ltd of 6 Kenilworth Road, Epsom, KT17 2NF, United Kingdom, its successors, affiliates, licensees and assigns (“**Grass Root Goals**”, “**Licensee**” “**us**” or “**we**”) and you (“**Licensor**” or “**you**”) in relation to the grant of rights being provided by you in relation to the Content.

1. You are uploading and/or submitting certain visual or audio-visual content to Grass Root Goals (the “**Content**”) and by uploading and/or submitting the Content to Grass Root Goals, such Content shall become the sole property of Grass Root Goals.
2. You hereby irrevocably assign to Grass Root Goals absolutely and with full title guarantee, all intellectual property rights and interest in and to the Content (including, without limitation, the title thereof, any people featured, performances, characters, names, trademarks, logos, animation, audio (including but not limited to music, sound recordings and sound effects) and any other rights or elements which make up, are depicted or appear in, or which are associated with the Content and the file(s) submitted to Grass Root Goals (regardless of the format, including (but not limited to) submissions in URL formats). Such rights granted shall include the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of any of the rights in and to the Content whether occurring before, on, or after the Acceptance Date. You hereby confirm that from the Acceptance Date, Grass Root Goals shall be exclusively entitled to exploit the Content (and authorise and grant other parties the right to exploit the Content) in any way or manner and for any purpose Grass Root Goals see fit, including (but not limited to) any form of commercial, promotion or marketing capacity, on any and all media whether now known or hereafter invented, throughout the world and in perpetuity. You furthermore, grant Grass Root Goals (and/or any other third parties we authorise to use the Content) the full right to use, edit and modify the Content in any manner and without any limitations. You hereby grant to Grass Root Goals the right to publicly issue details relating to the Content and/or any other information relating to you and/or the Content (including but not limited to your name, photograph(s), likeness or other details about you). You confirm that you have procured any and all such rights from any third parties in order for the foregoing to apply to any persons or subjects featured in the Content.
3. You warrant and undertake to Grass Root Goals that: (a) you have the full right to enter into this Agreement and assign the rights (including, without limitation, any and all intellectual property rights) in and to the Content and all information provided by you to Grass Root Goals is true, accurate and not misleading; (b) you are the full and legal owner of all rights (including, without limitation, any and all intellectual property rights) in and to the Content; (c) you have obtained all required clearances and paid all monies necessary in order for us to be able to exercise the rights granted by you herein and you confirm and warrant that Grass Root Goals will not be required to obtain any other or separate rights, clearances or license, nor shall Grass Root Goals be required to make any additional payments to any parties in order to exercise the rights granted by you herein; (d) all individuals featured in the Content have provided full consent to their inclusion in the Content and you have obtained all required consents, permissions and image/appearance releases from any individuals, groups,

parties or locations, so that you are able to grant the rights granted herein, including (but not limited to) our right to use, exhibit, distribute, exploit, sub-license, reproduce and/or edit (without limitation or restriction) such persons' names, voices, likenesses, appearance and performances contained in the Content. You agree that you shall procure that any necessary third party shall execute, deliver and provide any such additional documents (required by Grass Root Goals, in its sole discretion) and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement in a timely manner; (e) nothing in the Content, nor its use or exploitation by Grass Root Goals, its permitted licensees and/or any other third parties' use of the Content as authorised by Grass Root Goals, will infringe or violate the rights or interests of any party (including but not limited to, copyright, trademarks, patent rights, rights of privacy, image rights, moral rights, other statutory, common law or contractual rights of any individual person or entity or any other right of any third party, breach any contract or duty of confidence, constitute a contempt of court, be defamatory, obscene or otherwise unlawful, or bring Grass Root Goals or any third party into disrepute; (f) all facts expressed by you in the Content are, to the best of your knowledge and belief, true and insofar as the Content contains any opinions, these opinions are your own and are genuinely and truly held by you; (g) there has been no infringement or likely infringement of any of the Content; (h) you have not granted, nor shall you grant, to anyone else any right which would prevent or impair in any way your right to assign the rights (including, without limitation, any and all intellectual property rights) to us or which conflict with the rights being granted by you to us; and (i) you have used your reasonable endeavours to ensure that the Content does not contain any viruses or malware.

4. You shall fully indemnify, defend and hold harmless Grass Root Goals (and any third parties authorised by Grass Root Goals using or exploiting the Content), their respective officers, employees, successors, licensees and permitted assigns from and against: (a) any costs, claim, demand, action, damages, loss and/or expense arising from actions brought by any third parties arising from any breach of any of the representations, warranties or agreements made by you; (b) 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 of the Content as authorised herein. You agree and understand that Grass Root Goals is relying on the representations made by you and any breach of the terms and/or warranties set out herein would cause Grass Root Goals injury and damage that cannot be adequately compensated by damages in an action at law and you expressly agree that, without limiting our remedies, Grass Root Goals shall be entitled to injunctive and other equitable relief. You irrevocably release Grass Root Goals, its subsidiaries, affiliates, successors, licensees and assigns from any claim of any nature in connection with their use of the Content. You shall further fully indemnify and keep Grass Root Goals fully indemnified against any costs, claim, demand, action, 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 by Grass Root Goals) arising directly or indirectly from any breach or non-performance by you of this Agreement and you shall pay all such costs, claim, demand, action, damages, loss and/or expense forthwith on demand by Grass Root Goals. At the request of Grass Root Goals and at your own expense, you shall provide all reasonable assistance to enable Grass Root Goals to resist any claim, action or proceedings brought against Grass Root Goals as a consequence of any breach of this Agreement. Such indemnity Content Assignment Agreement 2 shall apply whether or not Grass Root Goals has been negligent or at fault. You agree that the foregoing shall apply to you and to any persons featured within the Content and you have obtained required

permissions from such persons in order to grant such rights to us. You authorize us to assign or sublicense any of the rights granted hereunder to any other third parties without any further payment to you. You understand and agree that all the Terms set out in this Agreement and your assignment of all rights in and to the Content shall remain in full force and effect (and i.e. remain the property of Grass Root Goals in full and without any limitations of any kind whatsoever) regardless of whether the Content is featured on the Page or not. Grass Root Goals shall not be obliged to use the Content and in the event that the Content is not used, the assignment of rights set out herein shall remain valid and binding.

5. You agree not to make any disclosures or supply any information to any third party relating to any matters arising under this Agreement, save with the prior written consent of Grass Root Goals. You further agree not to give any person any interview or make, give or release any statement for publication by any means or medium relating to the Content without Grass Root Goal's prior written consent.

6. This Agreement constitutes and sets out the entire agreement between the parties at the date hereof relating to the subject matter of this Agreement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to rely upon or enforce this Agreement, save that the Grass Root Goals shall be entitled to exercise its rights hereunder and rely on and enforce this Agreement as if it were a party hereunder.

7. This Agreement shall be governed by and construed in accordance with English law and the parties hereby agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

By clicking 'ACCEPT' in relation to this Agreement, you agree to be bound by the Terms set out under this Agreement.