

Copyright License Agreement

This Agreement (this "Agreement") is made effective as of [DATE] between [PROPERTY OWNER] (Owner), of [ADDRESS], [CITY], [ZIP CODE country, email phonenumber, Birth date] and Foundation Visual Shaker, JP Heyelaan 38 3842 CK Harderwijk, the Netherlands (User). Both called "Parties".

This Agreement (contract number: IMSU00000) shall be governed by the laws of the Netherlands. This Agreement will commence on the [EFFECTIVE DATE] and will apply for an indefinite period of time, unless the parties agree otherwise.

In this Agreement, the party granting the right to use the licensed property, [OWNER], will be referred to as the "Owner" and the party who is receiving the right to use the licensed property, Foundation Visual Shaker, will be referred to as the "User."

1. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as "Work.". Owner hereby indemnify User against all damages suffered by User and all costs incurred by User in respect of claims by third parties, that the use and/or exploitation of the Work infringes (intellectual) property rights of third parties or is otherwise unlawful towards a third party. This also applies to the sounds, music, logos. portrait rights that relate to the work.
2. Owner owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.
3. The owner grants the user the right to use the work provided by the owner in the following manner:

The parties agree to abide by the terms as follows:

User may use the work made available by the owner in the following ways:

- 1.Work may be uploaded to the user's video channel at Vimeo.com without any restrictions. Work may be made public without any restrictions on the user's Vimeo Video page. Owner agrees to the terms and conditions of Vimeo regarding the uploading of the work by user, which the owner has read on the website of Vimeo.com.
- 2.Work may be posted and/or made public by the user on the user's websites. The work may also be placed by the user on the video project AWAKEN videoplatform of the user.
- 3.User may edit and change the work (or parts of the work) without any restrictions, provided they fit within the objectives of the user.
- 4.Owner gives user permission that third parties may embed the work from the video channel of the user with Vimeo and/or other social media channels of the user.
- 5.User may use the work for advertising and promotional activities that fit the objectives of the user (e.g. internet and social media).
- 6.User may not sell the work of the owner without permission.
- 7.Owner agrees to the conditions of the user which he has been able to read on the website of the user.
8. If owner or user does not comply with our rules, instructions and conditions, user or owner may terminate the cooperation immediately
9. This agreement also applies to the future work of the owner which he makes available to the user.
10. Owner agrees, that user may use the work to raise money. All this within the framework of the objectives of the user.

Work: All images, footage, digital files, logos, sounds and music that the owner makes available to the user. Owner should never upload work to user who are in violation of the law. For example, work that does not fit within the objectives of the user, discriminatory and pornographic work.

The user will use the work for the goals of the Foundation Visual Shaker. To thank the owner for making the work available for free, the parties have agreed the following:

- 1.If the work is placed on the video platform Project Awaken of the user, at the end of the video a "call to action" button will appear with text about the owner. This call to action button can be linked to a website of the owner's choice. This call to action button can only be seen on the website of the user or as a third party will embed the video and placing it on the internet.
- 2.On the page of the video platform project Awaken of the user where we publish the work of the owner, a logo or banner of the owner can be placed in the text section. This logo or banner can be linked to a website of the

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owner's choice.

3. If we use photoimages of the owner in a video produced by user, the user will mention (by text) the owner in that video clip.
4. The owner of the work may (not too big and too striking) show his own copyright logo in the work.

The supply of work by the owner to the user and the granting of permission for the use of the work by the owner to the user for current and future work made available. All within the framework of this agreement.

1. User will make a password protected cloud environment available to the owner to upload the work. The use of this cloud environment is at the owner's own risk. Also, the owner may only upload works of which he has all rights and copyright and user rights in his possession. Owner may not upload any work that is in violation of the law.

2. Every time the owner has uploaded new work, he fills in the "Appendix to Copyright License Agreement" which he can find at: <https://visualshaker.org/upload-message/> To make sure that the uploader is also the owner mentioned in this agreement, owner will always have to use the following email address as sender: **EMAIL ADDRESS OWNER**. Also fill in the following contract number on this form: **IMSU00000000** If owner filled Appendix to Copyright License Agreement and agreed, he will receive a confirmation of receipt at this email address.

3. In case of project name work, owner must fill in the file name of the work they have uploaded.

4. At description work you briefly state what you can see in the images.

5. We will only use the uploaded work for our purposes after approval of the images and approval declaration Appendix to Copyright License Agreement" received.

6. Did you received an email confirmation? But you have not uploaded anything to us?, please contact us urgently: info@visualshaker.org .

7. The future completed and submitted Appendix to Copyright License Agreement" and this Agreement constitute the entire "Copyright License Agreement".

The owner must sign the agreement and return it to: by email: info@visualshaker.org or by post (Foundation Visual Shaker , JP Heyelaan 38 3842 CK Harderwijk Netherlands). As soon as we have received your signed copy, you will receive by email a copy signed by us.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

The following signatures make this Agreement effective as of the date first written above.

OWNER

[NAME], [TITLE] [BUSINESS NAME 1] DATE

Your contract number is: **IMSU00000000**

LICENSEE/USER

Foundation Visual Shaker, **DATE**
Aart Hoeven , Chairman