



GENERAL TERMS AND CONDITIONS FOR RENTING OF WEBSITE AND/OR AUDIOTEL SERVICES – Video producers

Between :

PPP-WEB Ltd
10 MARTIN HOUSE WYVIL ROAD
WYVIL ESTATES
LONDON SW8 2SZ
VAT : GB 841 0098 53
info@ppp-web.com

Referred to as the **provider**,

And :

You

Referred to as the **producer**

HAS BEEN AGREED AS FOLLOWS:

1. Object of this contract :

- The **provider** makes his Video platform available for the **producer** to allow him to display his productions via the **provider's** own websites or one of the **provider's** affiliates.

2. Period of contract :

- This non exclusive contract is signed for a period of 3 years, start date at contract signature by both parties. This contract replaces and cancels any previous contracts.

3. Revenue :

- 3.1 The **producer** will get 50% of the profit generated thanks to the sales of his production made through the **provider's** platform.
- 3.2 The retributions are paid out in the form of a commission note or by means of an invoice in case of professional users.
- 3.3 The payments will be done after receipt of payment by the retribution companies, at least 30 days after the end of the month during which sales were made and recorded on the **provider's** platform.
- 3.4 The **producer** will automatically accept the commission note from the **provider** after payment. Any observations concerning commission notes need to be made before payment of the retribution in question.
- 3.5 Any commission note validated by the **producer** will be considered as accepted, unless stated otherwise by the **provider**.
- 3.6 The bank transfer fees or other bank fees are always at charge of the **producer**.

4. Property :

- 4.1 All the elements and data (including texts, images, logos, graphic material, pictures, audio and video footage and updates) provided by the **producer** to the **provider** are considered the sole and exclusive property of the **producer**.
- 4.2 All the elements or data provided and shared by the **provider** with the **producer** are the sole and exclusive property of the **provider**.
- 4.3 The software of the **provider** is the sole and exclusive property of the **provider**, it is as such recognized by the **producer** who acknowledges that it is therefore prohibited to copy or reproduce it (in part or in full).
- 4.4 The **producer** allows the provider to broadcast his production (in part or in full) and/or use it as promotion material to favour the sales of the production.

5. Obligations of parties :

- 5.1 The **producer** will have access to an administration menu via the Internet to allow him to control and manage his statistics, administration and financial situation. The access codes to the administration menu are strictly confidential and should never be transmitted and/or used by a third person.

PPP-WEB Limited
10 Martin House Wyvil Road
Wyvil Estates
London SW8 2SZ

Fax +44 208 082 5443
Email info@ppp-web.com
Website http://ppp-web.com



- 5.2 An update of the pay-outs tabulation is available on the **producer's** administration menu in case of any change in the pay-outs, addition or suppression of a payment method or any change that might modify this tabulation, without the **provider's** acknowledgment.
- 5.3 The **producer** will request his payment, each month, through his administration menu.
- 5.4 The **producer** has the obligation to make sure that his statutory and legal status is in accordance with the laws of his country.
- 5.5 The **producer** will immediately inform the **provider** of any changes that could affect this agreement.
- 5.6 The **producer** will immediately inform the **provider** of any technical problems and/or other.

6. Responsibilities :

- 6.1 The **producer** certifies that the content of the elements and data that he shares with the **provider**, as well as the updates he performs, in no way act against the intellectual property rights of third parties or other legal norms.
- 6.2 The **producer** declares he/she disposes of the ID of every performer appearing in the broadcasted production made available on the **provider's** platform, as well as a valid contract with these people as far as the right on image is concerned.
- 6.3 The **producer** is sole responsible for his production and takes sole responsibility in case of complaints from third parties towards him.
- 6.4 The **provider** is responsible for his Video platform and takes sole responsibility in case of complaints from third parties towards him.
- 6.5 The **provider** can never be held accountable for any legal infringement caused by the elements and data provided by the **producer**.
- 6.6 The **provider** can not be held responsible for the quality and/or accessibility of the Internet (as a network) and of telecom networks.
- 6.7 The **provider** can never be held accountable in case of force majeure, facts and/or events out of his control.
- The **producer** will prevent minors from accessing the **provider's** platform with his/her access codes.
- 6.8 The **provider** is never allowed to give away the producer's personal information unless stated otherwise by the latter or by court order.
- 6.9 The **producer** certifies that all the people appearing in his production are all of legal adult age and consenting.

7. Cancellation :

- 7.1 Breach of one or more of the clauses of this contract will result in automatic and immediate cancellation of this contract.
- 7.2 In case of cancellation of the contract the **producer** will have no right to claim any indemnities or punitive damages and his administration menu will be deactivated.

8. Miscellaneous :

- 8.1 The **provider** is free to choose the Internet provider of his choice and to change the technology of the resources shared with the **producer**.
- 8.2 The designs and works of the **provider** are ALL RIGHTS RESERVED and therefore copying of the material (in part or in full) is absolutely prohibited.

9. Applicable law :

- 9.1 This contract is governed by English Law.
- 9.2 Any dispute regarding the validity and the execution of this contract will be within the competence of the courts of London.

PPP-WEB Limited
10 Martin House Wyvil Road
Wyvil Estates
London SW8 2SZ

Fax +44 208 082 5443
Email info@ppp-web.com
Website <http://ppp-web.com>