

**LOCATION RELEASE - "TRUTH&RECONCILIATION CONVERSATIONS"**

REFLECTING FREEDOM NETWORK (the "Company" which expression includes any assignee, licensee or successor in title) is making a documentary film, provisionally entitled "TRUTH&RECONCILIATION CONVERSATIONS", made up of material submitted by online users via a dedicated microsite and other contributors, which is intended for making available on YouTube and other commercial exploitation worldwide (the "Film" which expression includes any and all versions of such film now or subsequently produced, any part or parts of such film, any audio only track or version of such film, any trailers, teasers, advertising or promotional material, DVD "extras", bonus materials, electronic press kits, making-of films, documentaries or other productions based on or relating to such film, or any other material connected with advertising, promoting or exploiting such film).

One of the filmmakers (named below) submitting footage for the Film (such footage, the "Video" which expression includes all or any part(s) of such video) has filmed, photographed and/or recorded all or part of the Video at the Premises (as defined below) which are owned by you.

**NAME OF FILMMAKER:** .....(the "Filmmaker")

If you agree that the results and proceeds of the Filmmaker's filming, photography and recording at the Premises (the "Recordings" which expression includes all or any part(s) of such recordings and whether such recordings contain moving images and sound, or simply moving images, or simply sound) may be included in the Film and/or uploaded and/or included on the dedicated microsite for the Film located at <https://www.youtube.com/channel/UCIMsqOpBNZqhYEmir79VbKA>(the "Film Microsite") and/or any other website owned by the Company relating (in whole or in part) to the Film including without limitation the YouTube channel located at <https://www.youtube.com/channel/UCIMsqOpBNZqhYEmir79VbKA> (together with the Film Microsite, the "Websites"), it is necessary that you read and sign this Location Release Form (the "Release"), which sets out the terms of agreement between you and the Company in relation to the Recordings and the Film.

The Company shall be under no obligation to use the Recordings (or any part of the Recordings) and shall not be liable to you in the event that no part of the Recordings is used in the Film or on any Website in which case the terms set out in the Release below (other than clause 1 below which shall apply in any event) shall not apply and neither party shall have any obligation to the other.

Please complete the following information and then sign where indicated on the final page of this Release:

DATE:.....2020

**NAME & ADDRESS OF PREMISES:** ..... (the "Premises"),

which expression includes the exterior and interior of such premises and all contents of such premises, including names, signs and identifying insignia, and any changes, additions or alterations to such premises made by the Filmmaker in connection with his/her filming, photographing and recording of the Video)

**NAME OF OWNER OF PREMISES:** .....(the "Owner")

**ADDRESS OF OWNER:** .....  
.....**COUNTRY:** .....

**TEL NO:** .....

**EMAIL ADDRESS:** .....

**For details of how we will use your personal information and on what basis, please see the Data Protection Notice for Contributors**

If (in the Company's sole discretion) the Recordings or any part of the Recordings is included in the Film and/or on any Website, in consideration of the same and for other good and valuable consideration (together, the "Consideration"), the receipt and sufficiency of which the Owner acknowledges, the Company and the Owner agree as follows:

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| <ol style="list-style-type: none"> <li>1. The Owner represents, warrants and confirms that the Owner has irrevocably granted to the Filmmaker the right to enter upon and film, photograph and record the Video at the Premises.</li> <li>2. The Owner acknowledges and agrees that the Filmmaker is the sole and exclusive owner of the Recordings (subject to the licence in favour of the Company referenced in Clause 3 below) and has the right to exploit the Recordings throughout the world in perpetuity in all media and by any and all means now known or devised in future.</li> <li>3. Without limiting Clause 2 above, the Owner acknowledges that the Filmmaker has the sole and exclusive right to grant to the Company (and the Owner irrevocably consents to such grant) a</li> </ol> | <p>worldwide non-exclusive, royalty free licence (where relevant, by way of present licence of present and future copyright) to:</p> <ol style="list-style-type: none"> <li>(a) download, copy, reproduce, adapt, translate, alter, rearrange, edit, cut, dub or subtitle in any language, and add to or delete from the Recordings (including without limitation the right to extract audio only or picture only content from the Recordings), in any way whatsoever, for the purpose of making and producing, advertising, promoting, publicising, broadcasting, exhibiting, distributing, exploiting and communicating to the public the Film, and to include the Recordings (or any such altered or edited</li> </ol> |
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- version of the Recordings) in the Film whether as a single sequence or a series of sequences and preceded or followed by and interlaced with such other content (including without limitation any commercial breaks) as the Company determines in its sole discretion;
- (b) advertise, promote, publicise, broadcast, exhibit, distribute, communicate to the public and exploit the Film (and any clips from the Film) incorporating the Recordings, or any such altered or edited version of the Recordings, throughout the world in perpetuity in all media and by any and all means now known or devised in future (including without limitation any renting and lending of the Film);
- (c) communicate the Recordings to the public via any Website including without limitation for promoting and redistributing part or all of any Website in any media formats and through any media channels; and
- (d) use the Recordings, or any part(s) thereof, to promote and market the YouTube website and any other websites, products, businesses and/or services of Google and any of its group companies.
4. The Owner agrees that the Company shall be entitled to identify the Premises in the Film and/or on any Website by its true name or to represent the Premises in the Film as being another place, whether real or fictitious or not to identify the Premises at all.
  5. The Owner represents, warrants and confirms to the Company that (i) the Owner has the absolute right to grant to the Filmmaker the right to enter upon and film, photograph and record the Video at the Premises and to enter into this Release and grant the rights, consents and releases referred to in this Release free from any encumbrances and third party rights and without liability or acknowledgement to the Owner or any third party and (ii) no consents are required from any third party with respect to the Owner entering into this Release.
  6. The Owner agrees to indemnify and to keep the Company fully indemnified against all claims, costs, proceedings, actions, demands, damages and/or liabilities whatsoever incurred by and/or awarded against and/or compensation agreed by the Company in consequence of any breach or non-performance by the Owner of the representations and warranties in this Release.
  7. The Owner acknowledges and agrees that all the rights, consents and releases granted by the Owner under this Release and all rights granted to the Filmmaker referenced in Clause 1 shall be deemed to include all the Owner's employees, agents, independent contractors and suppliers or other persons present on the Premises with the Owner's consent at the time of the filming, photographing and recording of the Video.
  8. The Owner acknowledges that the Consideration will be deemed sufficient consideration for all rights, consents and releases granted under this Release and neither the Owner nor any other person shall be entitled to any sums whatsoever in connection with any exploitation whatsoever of the Recordings or the Film.
  9. The Owner irrevocably releases the Company and the Filmmaker from any and all liability of whatsoever nature in connection with the use of the Recordings and the portrayal of the Premises (whether in the Film, on any Website or otherwise), including without limitation claims for trespass, invasion of privacy, defamation (including libel or slander) and in respect of any other personal or property rights, and undertakes that the Owner will not now or in the future assert or maintain any such claim against the Company or the Filmmaker.
  10. The Owner acknowledges that the Owner shall not in any circumstances be entitled to rescind this Release or to any injunctive or other equitable relief or to enjoin or restrain the production, publicity, advertising or exploitation of the Recordings or the Film.
  11. The Company shall be entitled to assign, licence, charge or otherwise transfer or encumber the whole or any part of this Release or its rights and benefits under this Release to any third party.
  12. If any provision of this Release is invalid, void or unenforceable under the law, rules or regulations of a particular country, such provisions shall in no way affect any other provision of this Release, the application of such provision in any other circumstance or the validity or enforceability of this Release and such provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements of the relevant jurisdiction.
  13. This Release constitutes the entire agreement between the parties.
  14. This Release (including non-contractual obligations arising out of or in connection with it) shall be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim which may arise (including non-contractual disputes or claims).
  15. This Release may be executed in any number of counterparts, original or sent by facsimile or transmitted in any electronic format, each of which when so executed shall be deemed an original and all of which shall together constitute one and the same agreement. The parties agree that this Release may be authenticated with an electronic signature and each party's electronic signature should be given the same legal force and effect as a handwritten signature. In this Release "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign and thereby authenticate the record.
  16. Where a term of this Release refers expressly to the Filmmaker, that term is for the benefit of and shall be enforceable by the Filmmaker in accordance with the Contracts (Rights of Third Parties) Act 1999.

**SIGNATURE**



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Authorised signatory for and on behalf  
of REFLECTING FREEDOM NETWORK

**I confirm that I have read and agree to the above, including the Data Protection Notice  
for Contributors**

**SIGNATURE**

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Signature of Owner (where Owner  
is an individual) or authorised signatory  
for and on behalf of Owner  
(where Owner is a corporate entity)