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## PHOTOGRAPH LICENSE AGREEMENT

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This Photograph License Agreement (this “Agreement”) is made between (“Photographer”) and 100ASA Ltd., having its principal office at 27 Old Gloucester Street - WC1N 3AX, London United Kingdom (“Company”). The parties agree as follows:

**1. License.**

Photographer hereby grants to Company an exclusive license to sell the published photos on [www.100asa.com](http://www.100asa.com) (“Website”) to the customers at the discretion of the Company. Company shall be the only official limited-edition producer and distributor of the Photos. Any other print will not be considered original. Each Photo in sale will be certified by the Company as limited addition. Company is the only official company to issue the certificate of authenticity for each Photo and authorised to print 100 maximum prints for each Photo. The term "Exclusive" means, in relation to a Photo, that the Photo is not available via any third-party licensing, sales or distribution channel, including without limitation another stock agency or Photograph site. However, Photographer can sell or post their photos where ever they want but those photos shall not be considered as limited edition because only Company is authorized to issue such certificate.

**2. Fee.** Company shall pay Photographer a fee in the amount of 60% of the net sale price paid by the customer to the Company.

Payment shall be made within 15 days of the receipt of the amount from the customer.

**3. Warranties.**

Photographer here by warrants to Company that:

- 3.1 You have provided accurate information at the time of registration on the Website or at a later date y including your valid name, postal address, email address, and payment account details and you shall keep the information up to date at all times, which Company may use to contact you for important account specific information such as Agreement notifications, operational updates and service emails.

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- 3.2 You are the copyright owner of the Photographs or authorized by the copyright owner to enter into the Agreement and that the copyright owner is the sole owner holding worldwide intellectual property rights for the Photograph, except for those photographs whose rights have earlier been granted for their use, accordingly the Photograph/s should not infringe upon any third party, trade mark, or intellectual property rights; or the Photograph is entirely free from Intellectual copy rights.
- 3.3 You have not granted Photograph rights to any other person which may conflicts with the rights granted to Company in pursuant to this Agreement.
- 3.4 You hold the rights to grant, market, license, sell or assign all rights in the Photographs, including but not limited to the rights to reproduction of the Photographs for digital media, print, motion picture, television, video, cable, computer, radio, cartoon, merchandising and/or Internet, to make the Photographs available for reproduction on physical articles and items including without limitation on prints and posters, to make the Photographs available on electronic equipment, mobile phones and mobile devices, CD-ROM, DVD, digital optical disk data storage and other media or via the Internet, and to include them in any catalogue, internet sites or marketing in any form (“the Rights”); Subject always to Clause 3.8 except for any rights that have previously been licensed or granted for the use of the Photograph/s, and accordingly the Photograph/s do not infringe upon any third party copyright, trade mark, or other intellectual property rights, limitation or restriction on Company during the term of this Agreement.
- 3.5 You hold all permissions and rights required for the utilisation by third parties , including, without limitation, from subjects or owners of products or property depicted in the Photographs and/or original customers for whom the Photographs may have been created. Any exercise by Company of the rights shall not violate the rights of any third party (including, without limitation, the rights of the subject of the Photographs), in particular with regard to laws relating to trade mark, copyright, indecency and obscenity, privacy, publicity and defamation within the UK, or elsewhere.
- 3.6 Where you have specified that a Photograph is free from liability and hold liability release agreements from model, property including without limitation any copyright, trade mark or intellectual property rights, the liability release should(a) be legally binding and (b) (except as otherwise notified to Company through email) grants worldwide license to use the Photograph

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including without limitation uses in relation to sensitive issues; you acknowledge that you will provide such liability release documents on request to Company.

- 3.7 You acknowledge that the customer shall be granted with legal right to alter the Photographs including cropping, manipulating, combining and creation of derivative Photographs provided that such alteration should not be unlawful. You acknowledge that the person who created the Photograph has waived all legal rights with respect to use of the Photograph pursuant to this Agreement.
- 3.8 There shall not be entitlements by any other party with respect to the use of or reproduction of the Photographs.
- 3.9 You shall acknowledge and ensure that all data including without limitation captions, keywording, descriptions and pseudonyms, rights management pertaining to the Photographs shall remain accurate and does not infringe upon the third party copyrights.
- 3.10 Any information provided along with the Photograph, including captions, keywords, pseudonyms, agency names and descriptions shall be pertaining to the specific Photograph only, and it shall not include details such as contact number, web address, Uniform Resource Locator's (URL's), copyright and rights management information, except otherwise for photographs related to journalism or news reporting or where the consent of a person shown in a Photograph has been obtained.
- 3.11 You acknowledge that where Company has issued license to Photograph to any of its customers, you shall not try to contact the customer for any reason pertaining to the sale or the use of the Photograph. If you have any complaints regarding copyright infringements of your Photographs, you agree to contact Company to ascertain whether any copyright infringement has been happened.
- 3.12 Whenever your Photograph(s) are included in search engine listing and for promotion, you shall not claim for breach of copyright with respect to the Photographs displayed.
- 3.13 The Photograph shall not be taken in such place where photography for commercial gain is forbidden, e.g. museums, art galleries and other public or private buildings or public areas.
- 3.14 The Photographs shall be complied with the privacy and property laws of the country where it was taken.

#### **4. Indemnities**

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Photographer agrees to indemnify, defend, and hold harmless Company and its officers, employees, shareholders, directors and suppliers against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to a breach of this Agreement, the use of this site and the use or the inability of use of any Photograph, Photographers failure to abide by any restriction regarding the use of a Photograph, or any claim by a third party related to the use of a Photographs. Termination of this Agreement shall not affect any accrued rights or remedies to which either party is entitled.

## **5. Appointment of Company**

- 5.1 You acknowledge that you appoint Company as your exclusive publisher/distributor to utilise all Intellectual property rights in the Photographs in all media (including for the avoidance of doubt and without limitation digital media, print, motion picture, television, video, cable, computer, radio, cartoon, merchandising and/or Internet, making the Photographs available for reproduction on physical articles and items including without limitation on prints and posters, making the Photographs available on electronic equipment, mobile phones and mobile devices, CD-ROM, DVD, digital optical disk data storage and other media or via the Internet.
- 5.2 You acknowledge that you authorize Company to negotiate terms of commissions, licences and reproduction rights in the Photographs including the fee, duration, and scope of any licence. You authorize Company to crop, manipulate, and to create derivative Photographs.
- 5.3 Company shall have the right to add, amend or delete any data of a Photograph to enhance the sales potential of the Photograph.
- 5.4 You agree that Company shall have absolute discretion to set prices of the Photographs.
- 5.5 You authorise Company to add the Photographs to one or more of its databases.
- 5.6 You grant Company the right to carry out certain pre-formatting changes to the Photographs prior to release for licensing.
- 5.7 You acknowledge that Company will have the right to translate the captions and tags (keywords) and other information associated with the Photograph into other languages, including by using an automated machine translation process that Company has had no input into or control over and that accordingly Company disclaims any liability for any failure to translate or for any inaccurate, misleading, defamatory, insulting, offensive, infringing or unlawful content created as a result of

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or arising out of such translation process. You shall be responsible for maintaining accurate wordings and proper information in the original language.

**6. Company's obligations**

- 6.1 Company agrees to use its reasonable endeavours to sell, publish or distribute the Photographs.
- 6.2 Company agrees to use its reasonable commercial endeavours, utilising the Website, to obtain reasonable fees.
- 6.3 Company shall act as a publisher or distributor in respect of the Photographs.

**7. Price and Promotion**

- 7.1 Company sets the prices with customers, dependent upon usage or dependent upon volumes of Photographs purchased. These licence prices may vary and you agree that your Photographs can be licensed at any rates without Company having to consult you.
- 7.2 Promotion - Company shall have the right to offer customers promotions on Photographs to promote the Company service without Company having to consult you, including, but not limited to acquiring new customers or stimulating buying from existing customers by offering discounts.

**8. Promotion**

- 8.1 Company shall have the right to use your name with the purpose advertising, and publicity in any multimedia, to promote the Website and/or the Company brand.
- 8.2 Provided that you shall acknowledge you shall not use Company's name and trademarks in any promotion or publicity without Company's prior written consent.

**9. Advertising and Promotion**

- 9.1 You agree that the Company at its sole discretion is allowed to use your Photographs anywhere in the world without fee and prior consent or approval from you in promotions/marketing or in any other manner to promote sales of Photographs and/or to enhance awareness of the Company name/brand or that of the Photographer, subject to the following:

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- 9.1.1 If Photographs have been used in promotional/marketing material prior to account termination and/or deletion those Photographs will be permitted to remain in that specific promotional/marketing material;
  - 9.1.2 For the avoidance of doubt, Photographs that have been deleted and/or subject to account termination will not be used in new promotional/marketing material;
  - 9.1.3 For the avoidance of doubt promotional/marketing material also includes articles and interviews featuring Company and/or its Photographs, social media and search engine listing and promotion including but not limited to 'Google Photographs'.
  - 9.2 Where Photographs are used to promote the Company name/brand in general, Company will make reasonable efforts to provide a photo credit to you where commercially reasonable, but you understand that Company cannot guarantee a photo credit to you and will not be held liable if one is not made or is made in a different format from that requested by Company.
  - 9.3 You agree that we have the right, when using the Photographs in advertising and promotion, to alter the Photographs including any cropping, manipulation, combining and creation of derivative Photographs providing such alteration is not pornographic, defamatory or otherwise unlawful.

**10. Breaches of licences and defaults by customers and third-party infringements.**

- 10.1 You acknowledge that Company shall not be responsible for conduct verification or character check, or to ascertain financial position of any customer.
- 10.2 Each party shall promptly inform the other of any actual or suspected infringement of copyright, loss of Photographs, breach of rights or other matter giving rise to threat of proceedings or claims or demands in respect of any of the Photographs. In the event of any alleged breach of license or Infringement of intellectual property by a customer or by any other third party with regard to a particular Photograph, Company may take legal action against the customer or third party responsible for breach or Company may advise you to take suitable legal action.
  - 10.2.1 If Company takes action Company may (but shall not be obliged to):
  - 10.2.2 make such claims and take such action as may be necessary (in the opinion of Company). A percentage, equal to the applicable commission rate for that Photograph, of all amounts recovered by Company in connection with such claims or actions (after first deducting collection fees and reasonable legal expenses incurred by Company) shall be paid to you.

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10.2.3 In the event when you pursue legal e action then Company's sole obligations shall be at your expenses and costs to testify in the court and to help you in verifying your valid and lawful claims before the court.

10.3 You agree that where Company incurs legal and/or other specific costs relating to an outstanding amount owed by a customer then such costs shall be recovered before accounting to you. For the avoidance of doubt if the debt is partially cleared by a customer then Company will recover its specific costs first and then divide the remaining amount between you and Company in line with the commission schedule in force at the time the debt was invoiced. Company shall not be obliged to pursue payment of debts owed by customers if, in Company's opinion, the prospects of recovery are not good enough to justify the likely collection costs.

## **11. Loss of Photographs or failure of Website**

11.1 Due to the nature of server provision, downtime and loss of transmissions may happen accordingly it is agreed that Company shall not be liable to any loss or inconvenience caused to Photographer for:

11.1.1 the loss of any Photograph or for any deterioration or damage to any Photograph on the Website; or

11.1.2 any failure of the Website which causes loss fees.

11.2 Photographers shall be responsible for maintaining original back-up copies of all Photographs uploaded to Company and shall be replaced with digital copies on request at any time.

11.3 Company is entitled to modify the Website or remove an online upload facility at any time.

## **12. Liability of Company**

12.1 Company's liability for negligence or breach of any of the provisions of this Agreement shall not:

12.1.1 exceed the total fees payable by Company during the one month period preceding the negligence or breach.

12.1.2 be claimed more than one month after the date of the alleged breach.

12.2 Company shall have no liability to you for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether or not caused by the negligence of Company, its employees or publishers)

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12.3 The terms of this clause shall not prevent any liability or claim for death or bodily injury nor any claim arising from willful default or gross negligence on the part of Company or any of its employees, publishers or otherwise.

- 13. Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.
- 14. Governing Law and Jurisdiction.** This Agreement is governed by the laws of England, and each party submits to the exclusive jurisdiction of the courts of England.
- 15. Attorneys' Fees.** If either party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.
- 16. Notices.** All notices, demands or other communications to be given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.