

# PRESSFOTO PTE LTD CONTRIBUTOR AGREEMENT

May 27, 2022

Contributor Agreement (“Agreement”) effective as of DATE (“Effective Date”) between PRESSFOTO PTE LTD (“PressFoto”) and Contributor (“Contributor”). Contributor and PressFoto have determined that it is in their mutual best interest to enter into this Agreement whereby Contributor shall submit, and PressFoto shall distribute Accepted Images for licensing to clients worldwide in its Royalty Free Collections, either directly or through Third Party Distributors upon the terms and conditions contained in this Agreement.

## 1. Definitions

- 1.1. **“Accepted Images”** means Images submitted by Contributor to PressFoto and accepted by PressFoto for inclusion in its Royalty Free (RF) Collections.
- 1.2. **“Contributor”** means the individual owner and copyright holder of the Accepted Images or one authorized by written agreement with owner and copyright holder to represent the Images and enter into this Agreement on behalf of copyright owner.
- 1.3. **“Confidential Information”** means information designated as confidential or proprietary by the disclosing party, or known by the receiving party to be confidential.
- 1.4. **“Images”** means all types of visual Images (stills or motion) including but not limited to photographs, color transparencies, black and white or color prints, drawings, illustrations, paintings, footage and frames from film footage, video and frames from video, digital Images, digital illustrations, composites, Images derived from digital 3D scenes created within 3D programs and shall include keywords, descriptions, metadatas, credits and captions associated therewith.
- 1.5. **“Net License Fees”** means the gross license fees received by PressFoto after deduction of currency conversion costs, sales tax, use tax or any other taxes or duties, bank transfer fees and Third Party Licensee commission where applicable.
- 1.6. **“Product”** means any compilations of Images to promote the business of PressFoto and its Third Party Distributors, and/or to distribute and license Accepted Images, including but not limited to printed catalogs, advertising and promotions, CD-ROMs, DVDs, Internet websites, hand held devices and other distribution systems, whether now known or which may become known in the future.
- 1.7. **“Royalty Free”** means the licensing of Images for a broad category of uses for one license fee without any time restriction.
- 1.8. **“Similar”** means an Image that is substantially similar to any Accepted Image and which may reasonably cause an industry professional viewing the image to believe it is the same or substantially the same image, whether in color or black and white. Images shall not be considered Similar based only on their subject matter.
- 1.9. **“Stock Picture Library”** means any stock picture PressFoto, stock film library, on-line image service, royalty free or clip art provider, or any other similar entity that is in the business of licensing, distributing, providing, selling or otherwise exploiting Images anywhere in the world.
- 1.10. **“Third Party Distributor”** means any distributor or marketing entity with which PressFoto enters into a marketing and sub-licensee agreement for the promotion and licensing of Accepted Images.
- 1.11. **“Editorial”** means Images that can be used only for editorial purposes and are prohibited to use for any commercial, advertising, promotional and marketing purpose.
- 1.12. **“Free Image”** means Image, that was provided by Contributor for free of charge distribution, without any payments.

## 2. Submission and acceptance of images

- 2.1. **Submission Guidelines.** Contributor agrees to abide by the current PressFoto submission guidelines for submitting Images to PressFoto. PressFoto may modify or change such guidelines without any written notice and such change shall apply to Images submitted by Contributor after such changes.
- 2.2. **Acceptance.** PressFoto may accept or reject any Images submitted to it in its sole and absolute discretion. PressFoto is not obligated to return rejected Images. Contributor acknowledges that some Images may become out of date or not marketable for one reason or another and that PressFoto may delete such Images from its collection and will not notify Contributor of such action. PressFoto reserves

the right to deem any model or property release unacceptable and to remove from its collection any Accepted Image that is associated with an unacceptable release. Contributor is prohibited to remove Images within first 6 month after registration and authorization. Contributor may request to remove Images from PressFoto after this 6 month period and Images will be removed in 2 weeks after Contributor's written notice. In some cases Images may be removed earlier if PressFoto considers such action necessary. Each Image may be removed by PressFoto at any time without explanation.

2.3. Ownership of Images. Accepted Images shall at all times be and remain the exclusive property of Contributor to be used by PressFoto and its Third Party Distributors solely for the purposes described in this Agreement. The Accepted Images shall not be considered assets of PressFoto in the event of a voluntary or involuntary bankruptcy.

2.4. Copyright and Crediting. Contributor retains copyright of its Accepted Images. PressFoto shall advise its licensees and Third Party Distributors to include a credit notice as designated by Contributor where appropriate and practical along with the Accepted Images. Such notice may include PressFoto's name as the source of the Image. Contributor specifically waives any moral rights with respect to the Accepted Images. Notwithstanding the foregoing, Contributor acknowledges that credit may not be given with respect to Images licensed on a royalty free basis, and the PressFoto name or brand may be the only credit given, if any.

2.5. Copyright Registration. PressFoto recommends that Contributors register Images with the Copyright Office prior to submission.

2.6. Editorial. Contributor may upload Images that can be used only for editorial purposes. Editorial Images include content which contains models, property and trademarks without obtained permission documents for any commercial, advertising, promotional and marketing use such as model and property releases and trademark agreements. Contributor shall obtain permission if necessary by applicable laws and regulations of the residence country for distributing Images taken on special events. Upon submitting Images Contributor shall choose category "Editorial use only" and provide detailed information about what Images contain including shooting location such as: country, city, shooting date, Image content and concept description. If models can be recognized contributor must include the following credits for each person shown on the Image: First name/Last name.

2.7. Free Image. At his/her own desire Contributor may provide Images for further free of charge distribution. In this case Contributor should check category box titled "Free Image". Images from this category will be available to PressFoto users absolutely free of royalty payments, until Contributor removes the Images from PressFoto database. Maximum allowed size for downloading Free Image - "M". Images in sizes larger than "M" will be available for downloading on reimbursable basis. Other licensing conditions, that are not mentioned in this paragraph, are identical to the PressFoto license agreement for Images that are subject to paid licensing.

### **3. Relationship and duties**

3.1. Grant of Rights. Subject to this Agreement, Contributor grants PressFoto an non-exclusive license to distribute Contributor's Accepted Images throughout the world and all rights to grant sublicenses to Accepted Images, and to reproduce, distribute, publish, transmit, broadcast, display, exhibit, adapt, crop, modify, recast or enhance, any Accepted Image, alone or in combination with any other material, in any media or embodiment, now known or later developed, for any purpose. PressFoto is specifically authorized to employ the services of Third Party Distributors throughout the world in its licensing and marketing efforts.

3.2. Trademark and Promotion License. Contributor grants PressFoto and its Third Party Distributors the right, but not the obligation to use Contributor's name, trademarks and trade names and the right to reproduce, display, transmit, broadcast and adapt any Accepted Image to promote, advertise and market PressFoto, Contributor and its Third Party Distributors' Products and services; and Contributor agrees that no compensation or further consent is due for the use of Accepted Images in PressFoto's or its Third Party Distributors' Products, promotion, advertising and marketing. PressFoto shall endeavor to credit Contributor where practicable. This trademark license shall automatically terminate upon the termination or expiration of this Agreement.

3.3. Licensing Terms. PressFoto shall have complete and sole discretion regarding the terms, conditions and pricing of Images licensed or sublicensed to third parties. PressFoto shall have complete and sole discretion as to delivery methods and distribution of the Images, including without limitation, single image download, multiple Image disc or other pricing method.

3.4. Right to Commence Legal Action. Provided Contributor has elected to grant PressFoto rights in Section 3.1, Contributor grants PressFoto the right, at its expense, to determine in its sole and reasonable discretion, without obligation, if and when any legal action shall be pursued with regard to the Accepted Images, and to defend claims and counterclaims related to the Accepted Images. PressFoto shall have complete discretion regarding its choice of attorney. Settlements shall not be subject to Contributor's prior approval; however PressFoto shall not enter into any settlement that shall impair Contributor's ownership or copyright in the Accepted Images. Contributor agrees to cooperate with PressFoto, providing, if requested, all reasonable assistance to PressFoto. Contributor agrees to be named in and being joined in as a party to any proceeding in connection with the prosecution or defense of any legal claim. If PressFoto declines to bring a claim, Contributor retains the right to bring an action in its own name, at its own expense.

#### **4. Royalty payment**

4.1. Commission and Statements. On a monthly basis, PressFoto shall remit to Contributor:

1) 30 percent (30%) of Net License Fees received from the licensing of Images from the previous reporting period for Images licensed on a Royalty Free basis and purchased by licensee on demand basis.

2) In the event Contributor's image is included in a Product with multiple Images (subscription basis), PressFoto shall base Contributor's commission on the pro rate share of Net License Fee received for the Product.

3) Payments of Contributor's revenues should be made via bank details or online payment system account in a period from 1 or 15 of the current month in assumption that at 00 h. 00 min. by Msk the amount of Contributor's revenues will exceed the minimum amount for request of payment, unless otherwise agreed by Parties.

4.2. Royalty Statement. Contributor can find royalty statement setting forth the licensing by PressFoto of the Accepted Images during that reporting period in account on [submit.pressfoto.com](http://submit.pressfoto.com). Unless otherwise agreed upon in writing by both parties, all payments will be made in US dollars. Any credit for foreign taxes may be claimed only by PressFoto.

4.3. Legal Awards or Settlements. Contributor shall receive 20 percent (20%) of all amounts received by PressFoto as a result of a settlement or lawsuit relating to the Images, after payment of all reasonable costs, expenses, expert witness fees and attorneys' fees.

4.4. Credit For Refunds. In the event that a refund of a payment received or accrued from a third party is required, PressFoto is specifically authorized to deduct Contributor's share of this overpayment from any subsequent amount due Contributor.

4.5. Other Deductions. Upon written Agreement, PressFoto shall deduct any authorized scanning and processing charges (if any) from Contributor's royalty payments and shall itemize any such deduction in the applicable royalty report.

4.6. Commissions After Termination. Contributor acknowledges clients may use or reuse, or be billed for subsequent reuse of Accepted Images after Termination of the Agreement. Accordingly, Contributor specifically agrees that PressFoto has the non-exclusive right to license and retain its commission for such use or re-use of any Accepted Images which might take place for a period of one-year after this Agreement terminates.

#### **5. Term and termination**

5.1. Term. This Agreement will begin on the Effective Date set forth above and shall last for an initial term of 5 years. After this initial term, at each expiration date this Agreement will automatically be renewed for successive 1 year terms unless and until one party notifies the other in writing of its wish to terminate this Agreement at least 60 days prior to the beginning of the next term.

5.2. Early Termination. Either party may terminate immediately by giving the other party written notice of termination, if the other party fails to cure any breach of or default under this Agreement within 60 days after it receives written notice of such breach or default, or should either party become insolvent, or be subject to bankruptcy, either may terminate immediately.

5.3. Continued Rights. Regardless of Termination of this Agreement, PressFoto will be entitled to continue to license any Image if it is featured in a print Product, for a period of three years from the date of first inclusion in its print Product and for a period of one year from the date of first inclusion in any electronic, online or web based Product. Termination will not affect any licenses with respect to Images granted to any licensee, such licenses will continue in full force and effect according to its terms.

However, PressFoto reserves the right to keep Images that previously were already licensed and then removed upon Contributor's request for third party may again download licensed images.

5.4. Effect of Termination. Within a reasonable time after termination or expiration of this Agreement, PressFoto shall delete all digital files representing the Accepted Images. Notwithstanding, PressFoto may retain digital files of Accepted Images as part of its back-up media.

## **6. Limitation of liability**

6.1. No Liability for Irreplaceable Material. Pursuant to its submission guidelines, PressFoto, unless expressly agreed to for scanning and imaging purposes, does not accept original film, transparencies or any other irreplaceable materials ("Irreplaceable Materials"). In the event Irreplaceable Materials are submitted to PressFoto, PressFoto will make all reasonable efforts to protect and preserve the Irreplaceable Materials, and exercise commercially reasonable care in the handling of the Irreplaceable Materials. Notwithstanding, Contributor agrees that PressFoto is not liable for any damage, loss to or failure to return Irreplaceable Materials or any Images submitted or for damage to any of Contributor's Irreplaceable Materials, whether arising from negligence, breach of contract or otherwise, except for acts of gross and willful negligence. PressFoto shall return the Irreplaceable Material to Contributor after needed for scanning and imaging purposes. PressFoto shall not be liable for any misuse of Accepted Images by third parties.

## **7. Contributor warranties**

7.1. Contributor represents and warrants that:

7.1.1. Contributor has the full right and authority to execute this Agreement and perform its obligations according to its terms.

7.1.2. Contributor is the sole owner or the legal representative of the owner of all Accepted Images; and has the authority to grant the exclusive license to PressFoto under Section 3 herein.

7.1.3. To the best of Contributor's knowledge, after due investigation, no Accepted Image infringes on the rights of privacy or publicity, rights of any statutory or common law copyright, trademark or other intellectual property rights, defames any third party, is pornographic or obscene, or violates any other third party right.

7.1.4. There are no sales restrictions of any kind on any Accepted Images except those submitted in writing at time of submission.

7.1.5. The caption, keywords, copyright and all other information provided to PressFoto is accurate and complete and in accordance with PressFoto's then current submission guidelines. To the extent caption information supplied to clients by PressFoto on any Accepted Image differs from the information supplied to PressFoto by Contributor, the accuracy of such information shall be Contributor's sole responsibility.

7.1.6. A valid release, either model/and or property has been obtained where necessary and appropriate for each Accepted Image and PressFoto may use such Accepted Images without obtaining any additional consents or permissions or the payment of additional fees to third parties. Contributor shall provide true copies of releases for each Accepted Image at the time of the delivery of the Image. Contributor shall identify the released Images according to PressFoto's then current submission guidelines.

## **8. PressFoto warranties**

8.1. PressFoto represents and warrants that:

8.1.1. It has the full right and authority to execute and perform its obligations under this Agreement according to its terms.

8.1.2. It shall use commercially reasonable efforts to market and license Accepted Images.

8.1.3. It shall not knowingly license an Image for any pornographic, defamatory, libelous, or otherwise illegal use.

## **9. Indemnification**

9.1. Contributor agrees to indemnify and to hold PressFoto and its officers, directors, employees and agents harmless from any claims, liabilities, losses and damages (including reasonable attorney's fees and expenses) arising from any breach of any representation or warranty, any failure to perform any covenant or agreement under this Agreement. Contributor agrees that PressFoto may retain any amounts due to Contributor under this Agreement to the extent PressFoto is owed any sum under this Section 9.1, provided, however, that PressFoto shall consult in good faith with Contributor.

Notwithstanding the foregoing, Contributor will not have any liability for costs arising solely and directly from (i) any addition to or change, omission or deletion by PressFoto of information supplied by Contributor or (ii) use of any Accepted Image in a manner not permitted by the terms of this Agreement, including any restrictions supplied to PressFoto in writing by Contributor.

9.2. PressFoto shall indemnify and hold Contributor and, if it has them, its officers, directors, employees and agents harmless from any claims, liabilities, losses and damages (including reasonable attorney's fees and expenses) arising from any breach of any representation or warranty, any failure to perform any covenant or agreement under this Agreement.

## **10. Miscellaneous**

10.1. Confidentiality Obligation. During the term of this Agreement and for as long after its expiration or termination as either party possesses any Confidential Information, each party agrees to not disclose any Confidential Information of the other party to any third party or use any of the Confidential Information except as necessary to perform that party's obligations under this Agreement. Confidential information includes but is not limited to information concerning marketing plans, financial results, pricing schedules, product lines, product plans, proprietary technology, research information, practices, trade secrets, and any and all other information as deemed confidential by the disclosing party which is not generally known to the public.

10.2. Death of Contributor. In the event of the death of Contributor, his or her executors, administrators, heirs, successors and assigns shall be bound by the terms of this Agreement and shall receive the payments, which would otherwise be due to Contributor.

10.3. Inability to Locate Contributor. PressFoto shall use reasonable efforts to locate Contributor in the event royalty statements or Images are returned unclaimed. In the event that, notwithstanding PressFoto's reasonable efforts, Contributor cannot be located for four years, all unclaimed royalties and Images shall be deemed abandoned and PressFoto shall have the right to retain all royalties due and destroy unreturned Images, if any.

10.4. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, executors, administrators, successors, and permitted assigns. PressFoto reserves the right to assign its rights and obligations under this Agreement. Contributor's obligations under this Agreement are personal and may be assigned only with PressFoto's prior written consent; however, Contributor's right to receive payment may be assigned without PressFoto's prior consent.

10.5. Relationship of the Parties. Nothing in this Agreement will constitute the relationship of an employer and employee, a principal-agent, partnership or a joint venture between PressFoto and Contributor.

10.6. Controlling Law. This Agreement shall be interpreted in accordance with the Laws of Singapore without regards to the laws regarding conflicts of law. The parties hereby agree to submit to the exclusive jurisdiction to the court located in Singapore.

10.7. Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law, or so held by applicable court decision, such enforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event such provision shall be changed and interpreted so as to best accomplish the objectives of such provision.

10.8. Waiver. No express or implied waiver by either party of any provision of this Agreement or of any breach or default of the other party shall constitute a continuing waiver, and no waiver by either party shall prevent such party from enforcing any and all other provisions of this Agreement or from acting upon the same or any subsequent breach or default of the other party.

10.9. Entire Agreement. This Agreement, supersedes all prior agreements and understanding, whether written or oral, incorporates the entire understanding of the parties concerning the subject matter contained herein. PressFoto reserves the right to modify this Agreement at any time by an announcement on Contributor's personal account or email notification. By keeping your content uploaded on PressFoto you agree with all the changes. If you do not agree with all the changes, please contact our support team at [artists@pressfoto.ru](mailto:artists@pressfoto.ru) to remove portion of content you do want changes to be applied with.

By uploading any file to PressFoto.com you as Contributor accept terms of this Agreement.