

**Image Distribution and Licensing Agreement (“Agreement”),
between Universal Images Group Limited, (“COMPANY”), and
_____ (“CONTRIBUTOR”).**

Contributor and COMPANY have determined that it is in their mutual best interest to enter into this Agreement whereby Contributor shall submit, and COMPANY shall distribute Accepted Images for licensing to clients worldwide on a Rights-Managed Basis either directly or through Third Party Licensees upon the terms and conditions, set forth herein.

1. DEFINITIONS

- 1.1 “Accepted Images” means Images submitted by Contributor to COMPANY and accepted by COMPANY for inclusion in its collection.
- 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.
- 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 including but not limited to photographs, color transparencies, black and white or color prints, drawings, illustrations, paintings, film 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, credits and captions associated therewith.
- 1.5 “Net License Fees” means the gross license fees received by COMPANY 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 COMPANY and its Third Party Licensees, and/or to distribute and license Accepted Images, including but not limited to printed catalogs, advertising and promotions, CD-ROMs, DVDs, Internet websites and other online distribution systems, whether now known or which may become known in the future.
- 1.7 “Rights Managed” means the limited licensing of Images based on usage and time restrictions.
- 1.8 “Royalty Free” means the licensing of Images for a broad category of uses for one license fee (without any time restriction).
- 1.9 “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.
- 1.10 “Stock Picture Library” means any stock picture company, 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.
- 1.11 “Third Party Licensee” means any distributor or marketing entity with which COMPANY enters into a marketing and sub-licensee agreement for the promotion and licensing of Accepted Images.

2. SUBMISSION AND ACCEPTANCE OF IMAGES

- 2.1 Contributor agrees to abide by the current COMPANY submission guidelines in submitting Images to COMPANY. COMPANY may modify or change such guidelines upon written notice and such change shall apply to Images submitted by Contributor thereafter.
- 2.2 COMPANY may accept or reject any Images submitted to it in its sole and absolute discretion. An Image will become an Accepted Image when COMPANY notifies Contributor that it has been accepted into its collection. Submitted Images rejected by COMPANY will be returned to the Contributor within a reasonable amount of time. Contributor acknowledges that some images may become out of date or not marketable for one reason or another and that COMPANY may delete such Images from its collection and will notify Contributor of such action. COMPANY 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 understands that failure to provide a release acceptable to COMPANY may prevent any image depicting individuals, trademarks and personal property from becoming an Accepted Image.
- 2.3 Accepted Images shall at all times be and remain the exclusive property of the Contributor to be used by COMPANY and its Third Party Licensees solely for the purposes described in this Agreement. The Accepted Images shall not be considered assets of COMPANY in the event of a voluntary or involuntary bankruptcy.

- 2.4 Contributor retains copyright in its Accepted Images. COMPANY shall advise its licensees and Third Party Licensees to include a credit notice as designated by Contributor where appropriate and practical along with the Accepted Images. Such notice may include COMPANY's name as the source of the Image. Contributor specifically waives any moral rights with respect to the Accepted Images.
- 2.5 Notwithstanding the above, in order to protect Images included in Products, if Contributor has not previously registered Accepted Images, Contributor grants COMPANY copyright solely for registration purposes to Accepted Images published in Products. Such registration shall be reassigned upon request or termination of the Agreement. COMPANY shall in no event, however, be obligated to register such copyright and such registration shall be in COMPANY'S sole discretion.

3. RELATIONSHIP AND DUTIES

- 3.1 Subject to this Agreement, Contributor grants COMPANY an non-exclusive license to distribute Contributor's Accepted Images **worldwide** through its sub-agents and affiliates, including traditional and non-traditional licensors In the online educational, publishing, merchandising, and photo-product industries and all rights to grant sublicenses to Accepted Images, and to market, 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. COMPANY is specifically authorized to employ the services of Third Party Licensees throughout the world in its licensing and marketing efforts.
- 3.2 Contributor grants COMPANY and its Third Party Licensees, the right 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 COMPANY, Contributor and its Third Party Licensees' Products and services; and Contributor agrees that no compensation or further consent is due for the use of Accepted Images in Company's or its Third Party Licensees' Products, promotion, advertising and marketing. COMPANY shall endeavor to credit the Contributor where practicable. This trademark license shall automatically terminate upon the termination or expiration of this Agreement.
- 3.3 Notwithstanding the grant of rights contained in Paragraph 3.1, Contributor retains the right to use any Accepted Image or Similar for personal, noncommercial purposes, such as portfolio, exhibition, single photographer publication, fine art prints, personal website and self-promotion. Contributor reserves the right to endorse products and services
- 3.4 COMPANY shall have complete and sole discretion regarding the terms, conditions and pricing of Images licensed or sublicensed to third parties. COMPANY shall have complete and sole discretion as to delivery methods and distribution of the Images.
- 3.6 Contributor grants COMPANY the exclusive 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. COMPANY shall have complete discretion regarding its choice of attorney. Settlements shall not be subject to the Contributor's prior approval, however COMPANY shall not enter into any settlement that shall impair Contributor's ownership or copyright in the Accepted Image(s). Contributor agrees to cooperate with COMPANY, providing, if requested, all reasonable assistance to COMPANY. 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 COMPANY declines to bring a claim, Contributor retains the right to bring an action in its own name, at its own expense. [In the event of any recovery, whether settlement or otherwise, Contributor shall pay COMPANY the same percentage as it would receive under Paragraph 4.2 after payment of all reasonable costs, expenses, expert witness fees and attorneys' fees.]

4. ROYALTY PAYMENT

- 4.1 On a quarterly basis, COMPANY shall remit to Contributor fifty percent (50%) of Net License Fees received from the Licensing of Accepted Images from the previous reporting period. COMPANY shall provide Contributor with a royalty statement setting forth the licensing by COMPANY of the Accepted Images during that reporting period. 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 COMPANY.
- 4.2 The Contributor shall receive fifty percent (50%) of all amounts received by COMPANY 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.
- 4.3 In the event that a refund of a payment received or accrued from a third party is required, COMPANY is specifically authorized to deduct the Contributor's share of this overpayment from any subsequent amount due the Contributor.
- 4.4 The 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 COMPANY 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 three-years after this Agreement terminates. COMPANY will continue to report to Contributor as set forth in Section 4.1.

- 4.5** Contributor has the right, once during any 12 month period, at his or her expense, upon at least two weeks written notice and during regular business hours, at a location and time approved by COMPANY, to have an independent audit performed of COMPANY'S books and records solely as they pertain to the Contributor's Images within the two year period prior to the audit. Such audit shall be conducted by an individual or firm experienced in royalty audits. If COMPANY has underpaid the Contributor by [ten percent [10%]] or more, COMPANY shall reimburse the Contributor for the cost of the audit. This right is subject to the auditor's execution of COMPANY'S current non-disclosure agreement.

5. TERM AND TERMINATION

- 5.1** This Agreement will begin on the Effective Date set forth below and shall last for an initial term of four (4) years. . After this initial term, this Agreement will automatically be renewed for like periods automatically at each expiration date unless and until one party notifies the other in writing of its wish to terminate this Agreement at least sixty (60) days prior to the beginning of the next term.
- 5.2** 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 [sixty (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** Regardless of Termination of this Agreement, COMPANY 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 or 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.
- 5.4** Within a reasonable time after termination or expiration of this Agreement, COMPANY shall delete all digital files representing the Accepted Images. Notwithstanding, COMPANY may retain digital files of Accepted Images as part of its back-up media

6. LIMITATION OF LIABILITY

- 6.1** Pursuant to its submission guidelines, COMPANY, 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 COMPANY, COMPANY 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 COMPANY is not liable for any damage, loss to or failure to return Irreplaceable Materials 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. COMPANY shall return the Irreplaceable Material to Contributor after needed for scanning and imaging purposes. COMPANY shall not be liable for any misuse of Accepted Images by third parties.
- 6.2** COMPANY 'S LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES SHALL COMPANY 'S LIABILITY (WHETHER IN TORT, NEGLIGENCE, CONTRACT OR OTHERWISE) FOR LOSS, DAMAGE OR MISUSE TO ANY IMAGE PROVIDED TO COMPANY EXCEED \$100 PER IMAGE OR THE AGGREGATE OF \$10,000, REGARDLESS OF THE NUMBER OF CLAIMS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT FOR LIABILITY TO THIRD PARTIES ARISING UNDER SECTION 7 HEREOF OR ARISING FROM A BREACH OF SECTION 9 NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

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 COMPANY 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 COMPANY is accurate and complete and in accordance with COMPANY'S then current submission guidelines. To the extent caption information supplied to clients by COMPANY on any Accepted Image differs from the information supplied to COMPANY by Contributor, the accuracy of such information shall be COMPANY'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 COMPANY may use such Accepted Images without obtaining any additional consents or permissions or the payment of additional fees to third parties. The 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 COMPANY'S then current submission guidelines.
- 7.1.7 Contributor agrees to submit additional Images to COMPANY on a regular basis throughout the term of this Agreement.

8. COMPANY WARRANTIES

- 8.1 COMPANY 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; and
 - 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 COMPANY 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 hereunder. Contributor agrees that the COMPANY may retain any amounts due to Contributor under this Agreement to the extent the COMPANY is owed any sum under this Section 9.1, provided, however, that the COMPANY shall consult in good faith with the 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 the COMPANY of information supplied by the Contributor or (ii) use of any Accepted Image in a manner not permitted by the terms of this Agreement, including any restrictions supplied to the COMPANY in writing by the Contributor.
- 9.2 COMPANY 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 hereunder.

10. MISCELLANEOUS

- 10.1 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 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 the CONTRIBUTOR.
- 10.3 COMPANY shall use reasonable efforts to locate the CONTRIBUTOR in the event royalty statements or Images are returned unclaimed. To assist COMPANY in this endeavor, the CONTRIBUTOR shall provide an alternate address on the signature page of this Agreement and shall have an ongoing duty to update COMPANY with any changes to such address. In the event that, notwithstanding COMPANY reasonable efforts, the CONTRIBUTOR cannot be located for [five years], all unclaimed royalties and Images shall be deemed abandoned and COMPANY shall have the right to retain all royalties due and destroy unreturned Images, if any.
- 10.4 This Agreement shall be binding upon and shall inure to the benefit of the Parties' heirs, executors, administrators, successors, and permitted assigns. COMPANY may assign its rights and obligations under this Agreement upon written notice to Contributor. Contributor's obligations hereunder are personal and may be assigned only with COMPANY's prior written consent; however, Contributor's right to receive payment may be assigned without COMPANY's prior consent.
- 10.5 Nothing in this Agreement will constitute the relationship of an employer and employee, a principal-agent, partnership or a joint venture between COMPANY and the Contributor.
- 10.6 All checks and other hard copy material shall be sent to Contributor by COMPANY in accordance with this Agreement by mail to the Contributor's address set out in this Agreement. Other notices to be served in

accordance with this Agreement may be served by email, fax, or by mail, at the election of COMPANY. The email, fax and postal addresses of COMPANY are as set out in this Agreement. The email, fax and postal address of Contributor for these purposes will be such as Contributor may notify to COMPANY from time to time. The Contributor and COMPANY agree to notify each other promptly of any change in their email or mail address for the purpose of notification pursuant of this Agreement.

- 10.7 This Agreement shall be interpreted in accordance with the Laws of the State of Illinois without regards to the laws regarding conflicts of law. The Parties hereby agree to submit to the exclusive jurisdiction to the Courts of federal or state court located in the State of Illinois.
- 10.8 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.
- 10.9 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.
- 10.10 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 and may not be modified and amended except by a separate writing signed by or on behalf of both parties.
- 10.11 This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same instrument, and this Agreement shall become effective when one or more counterparts have been signed by each of the parties. Signatures may be exchanged by facsimile transmission and each party to this Agreement agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of the other party to this Agreement.

ACCEPTED BY:

CONTRIBUTOR Signature

Date

COMPANY Signature
lnicholson@universalimagesgroup.com

Date

CONTRIBUTOR Address

Zip

Telephone

Fax

Email

Tax ID/Social Security Number

Alternate Address

Zip

revised 6/12/12

Mail to: Lindsey Nicholson
6838 Yellowstone Blvd. A33
Forest Hills, NY 11375