

PHOTOGENICA AUTHOR AGREEMENT

This Author Agreement ("Agreement") governs the terms by which author (herein after referred to as "Author") submits and licenses his/her photographs, illustrations, video, audio and video files, animations, flash files, data files, and other media content ("Content") to Photogenica, its affiliates, affiliated companies, partners, distributing partners, contractors and licensees.

This Agreement is a lengthy document - please read it carefully and be sure you understand it fully.

It is a binding legal Agreement between:

Photogenica Sp. z o.o., a company incorporated in the European Union, Poland, National Registry Number: KRS 0000319298, and having its principal office located at 16 Zbocze St., 02-493 Warsaw, tax ID: PL7010160708 ("Photogenica"), represented by

.....
Postal address: ul. Zbocze 16, 02-493 Warszawa, Poland
herein after referred to as "Photogenica".

And

Mrs/Mr

a citizen and the tax resident of (*country*)

domiciled at

<i>Passportu / ID card copy</i>	Passport / ID Card No:
	E-mail address:
	Nickname:
	Copyright notice format:
	Postal address:

herein after referred to as "Author".

All payments resulting from this Agreement will be made in (*select one*):

- ☐ ☐ USD (United States dollars),
- ☐ ☐ Euro,
- ☐ ☐ Polish zlotys,
- ☐ ☐ Russian rubles

The Author's bank account details:

Bank Name:

Bank Address:

Account no.:

Swift code:

IBAN:

BIC code

By signing the Agreement the Author represents and warrants that he/she are 18 years of age or older, is lawfully able to enter into and perform a legally binding contract, and agrees to be bound by the terms and conditions in this Agreement. It is highly recommended that the Author prints a copy of this Agreement and retains it for his/her records.

For purposes of this Agreement, "Licensees" will include any third party individual, partnership, corporation or other entity (whether end users or intermediaries) who agree to the terms of the "Photogenica License Agreement" and to whom a sublicense is granted by Photogenica. For purposes of this Agreement, Users will include those who register on the websites operated by Photogenica, its affiliates or its affiliated companies (herein after referred to as the "Site").

1. Submission of Content

A. Photogenica sublicenses the Content via the Site, through its affiliates, affiliated companies as well as distribution partners. In uploading to the Site or otherwise delivering Photogenica the Content, the Author authorizes Photogenica to grant licenses to use the Content to Licensees, in accordance with the terms and conditions of the Photogenica License Agreement (which may be amended from time to time at the sole discretion of Photogenica) and further authorizes Photogenica to enter into agreements with other affiliated companies or third parties ("Distributing Partners") for distribution and licensing of the Content in accordance with the terms and conditions of license agreements used by affiliated companies or Distributing Partners. The Author may submit any Content except as prohibited under this Agreement, or otherwise prohibited by law. The Author uses the Site at the Author's own risk. Photogenica does not act as agent for Author or Licensees, and does not guarantee the quality, title, or legality of the Content, or the truth or accuracy of listings associated with the Content. Accordingly, the Author hereby irrevocably and unconditionally releases and waives any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, that the Author may have or assert against Photogenica relating to or arising out of the submission, purchase of a sublicense to or the use of the Content.

B. By uploading Content to the Site or otherwise delivering the Content, the Author understands and

accepts that Users and Licensees who wish to use the Content will pay a fee to sublicense Content, be authorized to download Content from the Site and may make broad use of Content for such fee and, unless they otherwise agree with the Author, are under no obligation to inform Photogenica or the Author of the uses made of any Content.

- C. Once the Author has agreed to the terms of this Agreement and provided a signed copy of the Agreement as well as all required information, and has verified that the Author has met all submission guidelines, the Author may upload the Content to the Site or otherwise deliver the Content to Photogenica.
- D. The Author may request the removal of Content from the Site at any time after a two year period from the date of upload of Content to the Site, however, Content may persist in a User's shopping cart on the Site up to ninety (90) days, and if purchased by a User, will remain available for download and sublicensing by such User for a sixty (60) day period. Further, Content may appear for a longer period on affiliated companies or Distributing Partner sites, however Photogenica will use reasonable efforts to cause Content to be removed from the sites of any affiliated companies or Distributing Partners within ninety (90) days from the removal from the Site. The Author acknowledges and agrees that Photogenica, and its affiliated companies and Distributing Partners may continue to license the Content in accordance with this Agreement until the Content is so removed. The Author also acknowledges that Content which has been sub-licensed to a Licensee prior to removal from the Site, affiliated companies sites or from Distributing Partners sites, will remain available to the Licensee in accordance with the terms of the Photogenica License Agreement or in accordance with the terms or license agreements concluded by affiliated companies or Distributors.
- E. The Author may not submit any Content which:
 - a. was not created by the Author or the Author is not a sole owner of
 - b. infringes, violates or misappropriates the statutory copyright or common law rights of privacy, publicity, moral rights of any third party or any other intellectual property rights
 - c. is pornographic, obscene, threatening, defamatory, invasive of privacy or otherwise injurious to third parties
 - d. contains any material that denigrates or attacks any persons based on race, religion, national origin or sexual orientation.
 - e. contains any illegal materials or promotes illegal activities
 - f. contains any software viruses or any components that may negatively influence, penetrate, or attempt to penetrate, security measures of the Site or another entity's computer software or hardware, electronic communications system, or telecommunications system

2. Responsibility for Content

Photogenica reserves the right but not the obligation to refuse to accept any Content, or take down from the Site any Content at its discretion, including any Content that is or may be illegal, obscene, lewd, lascivious, filthy, pornographic, excessively violent, harassing, or otherwise objectionable, or that violates or may violate this Agreement, its policies, or violate or infringe upon third party rights, as determined by Photogenica in its sole discretion, with or without notice to Author.

3. Grant of Rights

- A. The Author will retain copyright ownership of all Content that the Author submits to Photogenica. Photogenica, its affiliated companies and other Authors retain ownership of any materials provided by it or its other providers to the Site, except the Author's Content.
- B. With respect to the Content, the Author hereby grants to Photogenica, during the term of this Agreement, a nonexclusive, royalty-free, worldwide, transferable license to:

- a. use, store, reproduce by any technique in any and all formats or media,
- b. distribute, publish, place in, make available and transmit through computer and telecommunication networks including the Internet, publicly exhibit, publicly perform, publicly display, publicly playback, broadcast, transmit, incorporate into other content or collective work, modify, use (create, use and disseminate) derivative works of, and also sale, lease and otherwise - paid or free of charge - make available materials including the Content

with rights of further sublicense in any manner and medium now existing or hereinafter created, for the following purposes:

- a. to use the Content in promotional print, digital, and online materials and promotional products that promote the Content and/or the services of Photogenica and its affiliated companies or distributing partners in any and all formats or media (including without limitation online) that exist and are hereafter devised;
- b. to rate, comment upon, and evaluate Content,
- c. to add or amend keywords, titles, descriptions and metadata to Content to enhance the User's search experience, and
- d. to digitally watermark the Content in both a visible and invisible manner.

The Author further acknowledges and agrees that Photogenica and Users may add tags and keywords to the Content, and add comments to the Content in accordance with the Photogenica User Agreement.

- C. With respect to the Content, Photogenica will have the right, but not the obligation, to grant Users and Licensees a perpetual, nonexclusive, worldwide, non-transferable, non-revocable sublicense to

- a. use, store, reproduce by any technique in any and all formats or media,
- b. distribute, publish, place in, make available and transmit through computer and telecommunication networks including the Internet, publicly exhibit, publicly perform, publicly display, publicly playback, broadcast, transmit, incorporate into other content or collective work, modify, use (create, use and disseminate) derivative works of, and also sale, lease and otherwise - paid or free of charge - make available materials including the Content

with rights of further sublicense in accordance with the terms and conditions of the Photogenica License Agreement. Users and Licensees may exercise all the foregoing rights in any and all formats or media (including without limitation online use), whether now known or hereafter devised, throughout the universe, subject to their agreement with the terms of the Photogenica License Agreement. In addition, Photogenica has the right to make each individual Content unit available for a bundled offering as part of a subscription offering. Any license granted to Users or Licensees prior to removal of Content from the Site will remain in full force and effect and will survive any expiration or termination of this Photogenica Author Agreement.

- D. With respect to the Content, Photogenica will also have the right, but not the obligation to grant authorized licensees, including affiliated companies and Distributing Partners, the non-exclusive, worldwide, transferable license to

- a. use, store, reproduce by any technique in any and all formats or media,
- b. distribute, publish, place in, make available and transmit through computer and telecommunication networks including the Internet, publicly exhibit, publicly perform, publicly display, publicly playback, broadcast, transmit, incorporate into other content or collective work, modify, use (create, use and disseminate) derivative works of, and also sale, lease and otherwise - paid or free of charge - make available materials including the Content

as well as to license (with rights of further sublicense) the Content, within the scope defined above and in accordance with the terms and conditions of the license agreements used by authorized licensees, including affiliated companies and Distributing Partners. Authorized licensees, as well as their sub-licensees, will have the right to use and sublicense Content worldwide, in any and all formats or media (including without limitation online) that exist and are hereafter devised, in accordance with the terms of this Agreement. Photogenica will have the right to freely determine licensing fees charged by authorized licensees to their sub-licensees, including bundled, volume and subscription offerings. Any license granted by authorized licensees to their sub-licensees prior to removal of Content from their websites will remain in full force and effect and will survive any expiration or termination of this Photogenica Author Agreement.

- E. Photogenica will have the right, but not the obligation, to independently pursue any User or Licensee, for

damages or surrender of profits including the obligation to account for such profits in the event of an infringement of copyrights by such User or Licensee.

- F. The Author will not receive compensation and no payment will be due to the Author for the use of Content used for promoting the Site, Photogenica, its affiliated companies and Distributing Partners, or sub-licensees or for the indirect revenues received by Photogenica from sponsors or advertisers (including their banner ads) who may advertise, appear or participate in Photogenica's online environments. Additionally, the rights granted herein will include the right to use the Content as necessary to test or evaluate any technologies, systems, or processes that Photogenica or its affiliated companies, representatives, Distributing Partners or contractors may use to fulfill obligations and exercise any rights granted under this Agreement.
- G. The Author expressly waives any personal/moral rights or artist authorship rights in the Content that The Author would otherwise have under the Copyright and Related Rights Act 2000, or similar laws of any jurisdiction. Should this provision be found invalid, illegal or unenforceable in any jurisdiction, the Author shall not exercise his/her personal/moral rights or artist authorship rights in the Content.
- H. The Author hereby authorizes Photogenica, its licensees, affiliated companies, Distributing Partners and their sub-licensees to anonymously disseminate the Content.

4. Payment and Reporting

- A. Photogenica provides payment services that facilitate the purchase of a license to the Content uploaded to and listed on the Site. Photogenica exercises the sole discretion over all User service issues related to
 - a. payment and payment processing;
 - b. use of the Site or its features
 - c. services offered to persons other than the Author on the Site, and
 - d. the Site user experience and its performance.
- B. In order to process and remit payments to the Author, as part of this Agreement, the Author will be required to have a bank account or an account with an approved payment processing vendor.
- C. The license fee for each individual unit of Content and/or set of Content submitted as Content is determined at the sole discretion of Photogenica. The Author further acknowledges that Photogenica may amend Content license fees at its discretion, at any time, for any or all Content submitted to Photogenica.
- D. Each individual unit of Content and/or set of Content submitted as Content may be included in the Photogenica subscription service at the sole discretion of Photogenica. When Users or Licensees license Content or register for a subscription, Photogenica collects from Users a fee that includes a service fee on behalf of itself displaying and facilitating distribution of the Content, facilitating the license transaction, and for processing payments of the license fee.
- E. Royalties: Photogenica will remit to the Author a royalty amounting to 30% of the net revenue received from its Users and Licensees and to 40% of the net revenue received from its affiliated companies and Distributing Partners. The royalty due the Author may be reduced by returns, refunds, and credits paid to Users and Licensees, marketing or referral fees paid to affiliates or affiliated companies, distribution fees for third party sites, any withholding tax deducted from international payments by Distributing Partners or third parties, fees payable to financial institutions for the processing of any credit card, debit card, e-check, or alternative payment method (such as PayPal) and will exclude revenue collected by Photogenica applicable to charges insurance, currency conversion or sales tax, VAT, or similar taxes, fees or other withholdings required by law ("the Author's Payment")

- F. The Author further acknowledges and agrees that the Author's Payment will be also be net of fraudulent payments, bad debts or uncollectible sums and any amounts owed by the Author to Photogenica and its affiliates or affiliated companies. Without limiting the generality of the foregoing, Photogenica is entitled to deduct from or offset against amounts owing to Author all amounts to which Photogenica is or may be entitled under this Agreement or otherwise at law, including withholding amounts as security for any pending or threatened claim relating to any matter that is the subject of a representation, warranty, covenant or indemnity by Author under this Agreement.
- G. Photogenica processes the Author's Payment based on each unique download of Content, however if a User or Licensee downloads the same item of Content more than once, the Author is paid once only.
- H. Photogenica will use commercially reasonable efforts to pay the Author the amount of the Author's Payment due no later than thirty (30) days following the end of the month when the unpaid Payments equal or exceed US\$ 100.00 (say: US\$ one hundred) or its equivalent in other currency. No interest will accrue or will be paid on Payments pending or due.
- I. Notwithstanding Section IV, Paragraph H above, Photogenica will not remit any Payment to the Author, or make the Content available for User licensing, until the Author has completed all aspects of the Author registration process, including Tax Registrations. The Author further agrees to update the Author's Tax Registration and other registration information with Photogenica whenever there is a change in the Author's individual circumstances that could impact the taxation or delivery of the Author's Payment (i.e. changes of address, banking information with the payment processing vendor, contact information, etc.). The Author acknowledges that the Author's Tax Registrations may expire from time to time and, when notified of such expiration by Photogenica, agrees to promptly update such Registrations. Moreover, the Author agrees to have Photogenica place the Author's Payments on "hold" status at such time that the Author's Tax Registrations expire or in the event that Photogenica becomes aware that the information in the Author's Tax Registrations is incorrect (i.e. due to change in address, etc.). For the purposes of this Agreement, Tax Registrations shall mean all aspects of the User and Author registration in which information that may impact that taxation of the Author's payments, specifically including the completion of any required governmental forms or substitute forms.
- J. The Author acknowledges that Photogenica will deduct from the Author's Payment all taxes where it has a legal obligation to do so, including withholding tax on international royalty payments, back-up withholding and any other tax levied on the recipient of royalties, but required to be administrated by the payer (hereinafter referred to as Withholding Tax).
- K. The Author understands that it is the Author's sole responsibility to maintain and update the Author's registration and contact information with Photogenica. In the event that the Author does not maintain this information and Photogenica is unable to contact the Author or remit the Author's Payment for a period of six months, the Author agrees that Photogenica, in its sole discretion, may remove the Content from the Photogenica website. The Author's further agrees that, in the event that the Author's account is placed on hold or in the event that Photogenica is unable to deliver the Author's Payment for a period of six months (as a result of the Author's contact information and/or registrations not being up to date), Photogenica may charge the Author's account a dormancy fee.
- L. The Author's Payments will be the Author's sole compensation for the licensing or use of any Content. The Author acknowledges and agrees that Photogenica and its affiliated companies obligations hereunder, including, without limitation, to calculate and to make Payments to the Author, are and will be general unsecured obligations only, and that the Author will have no beneficial interest in or to the whole or any part of fees charged to and received from Users or Licensees. The Author understands that the Author and Photogenica stand in an ordinary contract relationship only, and not in any agency, confidential, fiduciary, or quasifiduciary relationship. Neither Photogenica nor its affiliated companies will collect or hold any part of such fees in trust for the Author's benefit, and do not undertake to act on the Author's behalf or for the Author's benefit in any agency, fiduciary or quasifiduciary capacity, whatsoever.

5. Representations, Warranties and Covenants

- A. The Author represents, warrants and covenants to Photogenica that:
- a. the Content is original, the Author created the Content personally and is the sole owner of the Content and its copyright and/or has the right to grant Photogenica the licenses in the Content set forth and referenced in this Agreement;
 - b. the Content is original and does not infringe on, violate or misappropriate the statutory copyright or common law rights of privacy, publicity, or moral rights of any third party;
 - c. the Content is not pornographic or obscene, nor does the Content defame any third party;
 - d. the Content does not contain any illegal material or promote illegal activities;
 - e. the Content does not contain material which denigrates or attacks any persons based on race, religion, national origin, or sexual orientation;
 - f. the Author has the full legal capacity, authority and power to enter into this Agreement and perform the Author's obligations hereunder;
 - g. the Author does not hold membership in any trade group or collective society that would otherwise impair the Author's obligations or impose additional requirements on Photogenica;
 - h. any caption information that the Author may submit for the Content is relevant, accurate and complete, and does not contain false or misleading information;
 - i. Photogenica its affiliates, affiliated companies and Distributors may use the Content as provided herein without obtaining any additional consents or permissions or the payment of additional fees to third parties;
 - j. the Content contains no viruses, spyware, Trojan horses, time bombs, or other similar harmful or deleterious programming routines or code; and
 - k. the Content meets the requirements set forth in the Photogenica Author Guidelines, as may be amended from time to time.
- B. The Author also warrants that for any Content the Author submits to Photogenica that contains recognizable persons and/or depicts property with unique intellectual property rights, that the Author has obtained and has provided Photogenica with fully-executed, valid and binding model and/or property releases from all parties. The Author will provide to Photogenica copies of releases for all Content submitted as model and/or property released. The Author further warrants and represents that model and/or property release information is true, accurate and complete and that Photogenica may use such Content without obtaining any additional consents or permissions or the payment of additional fees to third parties.
- C. In addition to other remedies available to Photogenica and nothing else in this Agreement withstanding, Photogenica will not pay the Author's Payment on licenses of any Content that violates the Representations, Warranties and Covenants the Author makes in this section of the Agreement.

6. Indemnification

The Author agrees to indemnify, save, and hold Photogenica, its affiliates, affiliated companies (and their respective successors, officers, directors, employees, directors and representatives) and Distributing Partners harmless from any and all claims, demands, costs, losses, penalties, interest and damages (including reasonable attorneys' fees, expert witness fees and expenses) arising out of or in connection with any claim by a third party (including Users) to the extent such claim would (a) constitute a breach of the representations, warranties and obligations set forth in this Agreement, or (b) arise out of the use of the Site or any services provided by Photogenica and its affiliated companies by the Author.

7. Release, Disclaimer of Warranties

- A. Release. If the Author has a dispute with one or more users or third parties, the Author hereby releases

Photogenica (and its officers, directors, authorized partners, Distributing Partners, affiliates, affiliated companies, subsidiaries, venturers and employees) (the "Photogenica Parties") from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

- B. No warranties. The site and the services are provided on an "as is" basis. To the greatest extent permitted by applicable law, the Photogenica Parties make no other representations or warranties of any kind, express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; that the site or the payment services will meet the Author's requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error; that information or materials included on the site will be as represented, or that users will perform their obligations as promised; or that the Photogenica Parties will license or will make any efforts to license the Content; or any implied warranty arising from course of dealing or usage of trade; and any obligation, liability, right, claim, or remedy in tort, whether or not arising from the negligence of Photogenica.

8. Limitation of liability.

- A. The Author agrees that the Photogenica Parties are not liable for any loss or damage to Content or material submitted to Photogenica and the Author is required to provide or maintain the Author's own backup files for any Content submitted to Photogenica. Under no circumstances will the Photogenica Parties' maximum aggregate liability (whether in tort, negligence, contract, or otherwise) for any claim arising under this Agreement, the use of Content provided to Photogenica under this Agreement or the use of the Site exceed the fees collected by Photogenica for the Content that is the subject matter of the claim, but in any event will not exceed the maximum amount of US\$30 (say: thirty US dollars) or its equivalent in any currency in the aggregate, regardless of the number of claims. If these amounts are not adequate to cover the value of the Content, the Author will bear sole responsibility for obtaining and maintaining adequate insurance for protection of the Content or materials provided to Photogenica.
- B. No action, regardless of form, may be brought by the Author more than one (1) year after the date of the alleged loss or damage.
- C. For any claim under this Agreement, the Photogenica Parties will not be liable for any indirect, incidental, consequential, punitive, or special damages, arising out of or related to this Agreement, including without limitation damages for loss of goodwill, loss of privacy, interruption or other pecuniary loss, site or computer failure or malfunction, regardless of the legal or equitable theory (contract tort or otherwise) even if the Photogenica Parties have been advised of the possibility of such damages. The Author acknowledges that the Photogenica Parties will not be responsible for misuse of the Content by Users and Licensees.
- D. The forgoing exclusions and limitations are applicable notwithstanding any failure of essential purpose.
- E. Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above exclusions may not apply to the Author. In such jurisdictions, the liability of the Photogenica Parties will be limited to the greatest extent permitted by law.

9. Modification and Notice

This Agreement will not be modified except by a written agreement signed by duly authorized representatives of Photogenica and the Author, provided that no purchase order or similar document issued by the Author will modify this Agreement, even if signed by Photogenica. Photogenica may modify any policies or guidelines governing the Site as well as submission guidelines, at any time and in its sole discretion. In case of modifications of this Agreement, Photogenica will deliver the Author an addendum via e-mail, and the Author

shall be obliged to deliver two signed copies of the addendum to the Photogenica postal address within thirty (30) days. Should the addendum be not accepted and/or not delivered by the Author within thirty (30) days, Photogenica will have the right to immediately terminate this Agreement without notice, at any time. If any modification of this Agreement is not acceptable to the Author, the Author's sole recourse is to terminate this Agreement with ninety (90) days notice.

10. Term and Termination

- A. The Author may terminate this Agreement at any time by providing Photogenica with ninety (90) days notice by delivering a written notice by regular mail to the to Photogenica postal address.
- B. Without limiting any other rights or remedies (including the right to seek damages and other relief) that either party may have, Photogenica may terminate the Agreement at any time and in its sole discretion with thirty (30) days notice by emailing the last email address provided by the Author or by delivering a written notice by regular mail to the last postal address provided by the Author, including but not limited to, if (a) despite reasonable attempts, Photogenica is not able to contact the Author for a twelve (12) month period or (b) the Author has breached the terms and conditions of this Agreement.
- C. Upon termination of this Agreement:
 - a. Photogenica will remove the Content from the Site within a sixty (60) day period, and will use reasonable efforts to cause Content to be removed from the websites of any affiliated companies and distributing partners within ninety (90) days from the removal from the Site, provided, however, that Photogenica may retain a copy of the Content for archival and record-keeping purposes. The Author acknowledges and agrees that Photogenica, its affiliated companies and Distributing Partners may continue to license the Content in accordance with this Agreement until the Content is so removed.
 - b. Photogenica will continue, in accordance with this Agreement, to make Payments due to the Author in respect to licenses granted prior to termination, or during the transition period (i.e. between delivery of notice and the removal of Content), subject to any setoffs Photogenica is entitled to deduct from the Author's account in accordance with this Agreement.
 - c. Any license granted to Licensees with respect to the Content prior to the date of removal of the Content from the Site will remain in full force and effect notwithstanding termination of this Agreement.

11. Choice of Law / Jurisdiction / Attorneys' Fees.

Any dispute regarding this Agreement will be governed by the laws of Poland. The parties agree to accept the exclusive jurisdiction of the courts of Warsaw, regardless of conflicts of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. The parties hereto confirm that it is their wish that this Agreement as well as any other documents relating hereto, including notices, has been and will be written in the English language. In any dispute between Photogenica and the Author, Photogenica will be entitled to recover its reasonable attorneys' fees, legal expert fees, and other legal expenses from the Author.

12. Passwords

The Author acknowledges and agrees that the Author will be responsible for each and every use of the Upload pages that occur under the Author's user name and passwords, and that Photogenica will assume any transactions conducted using the Author's user name and password as the Author's transactions. The Author agrees to take reasonable steps to prevent others from obtaining the Author's access information and to notify Photogenica of any unauthorized access or need to update or remove access for any of the Author's employees or agents.

13. General Provisions

- A. Notices. Unless otherwise specified, all notices and other communications which are required in this Agreement will be in writing and delivered personally, via mail or courier service, to the addresses set forth in the Agreement below, or to such other addresses as either party will have specified by notice in writing to the other party.
- B. Independent Contractor. Nothing in this Agreement creates a partnership, employer-employee relationship, or a joint venture between the parties. The Author is solely responsible for obtaining and maintaining all applicable business licenses and insurance, and for timely payment of all income, payroll, and employment-related taxes, including without limitation all unemployment, workers compensation, income tax withholding, social security, and any other taxes or public charges of any nature whatsoever.
- C. Assignment. The Author's obligations hereunder are personal and may not be assigned without Photogenica's prior written consent, not reasonably withheld if assigned to a bona-fide legal entity organized and acting solely on the Author or the Author's heir's behalf. This Agreement will be binding upon and will inure to the benefit of the parties' heirs, executors, administrators, successors, and permitted assigns. Photogenica and its affiliates may sublicense or assign its or their rights and obligations and liabilities arising under this Agreement (including without limitation the Photogenica License Agreement) to any third party without the Author's consent and without written notice, including without limitation, any assignment resulting from any corporate reorganization, merger, sale of substantially all the assets to which this Agreement relates.
- D. Third Party Beneficiaries. The Author acknowledges and agrees that the benefit of certain of the provisions of this Agreement are expressed to be for the benefit not only of Photogenica, but also of the Photogenica Parties. The Author further acknowledges that each and any of the foregoing shall be entitled in its or their own right to require the due performance or observance by the Author of such provisions as aforesaid.
- E. Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remaining provisions of this Agreement will be in no way affected or impaired.
- F. Entire Agreement. This Agreement incorporates the entire understanding of the parties concerning the subject matter contained herein and merges all prior and contemporaneous communications. Any and all prior agreements, oral or written, between the parties concerning the subject matter contained herein are hereby terminated, superseded, and are of no further force or effect. No action of Photogenica, other than the written waiver or amendment, may be construed as a waiver or amendment of this Agreement. The headings and numbering will not be considered or given effect in construing this Agreement. This Agreement will not be interpreted against the party causing this Agreement to be drafted. The parties hereto confirm that it is their wish that this Agreement, as well as any other documents relating hereto, including notices, has been and will be written in the English language. The English language version of this Agreement will be used for interpretation of this Agreement.

The Author acknowledges that the Author has read this Agreement, understands it and has had the opportunity to seek independent legal advice prior to agreeing to it. The Author agrees that this Agreement is the complete and exclusive statement between the Author and Photogenica, and that this Agreement supersedes any prior agreement, oral or written and any other communication between the Author and Photogenica relating to the subject of this Agreement.

.....
Photogenica

.....
Author