

PHOTRI IMAGES, LLC
Distribution and Licensing Agreement-RM

Image Distribution and Licensing Agreement (“Agreement”) effective as of January 1, 2009 (“Effective Date”) between PHOTRI IMAGES, LLC, with offices at 9653 Sherman Oaks Court, Fairfax, VA 22032 and _____, with offices located at _____ (“Contributor”).

Contributor and PHOTRI IMAGES, LLC have determined that it is in their mutual best interest to enter into this Agreement whereby Contributor shall submit, and PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC and accepted by PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC 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).

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1.9 “Similars” 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 “Territory” means the following geographical area: Worldwide.

1.12 “Third Party Licensee” means any distributor or marketing entity with which PHOTRI IMAGES, LLC enters into a marketing and sub-licensee agreement for the promotion and licensing of Accepted Images.

2. SUBMISSION AND ACCEPTANCE OF IMAGES

2.1 Submission Guidelines. Contributor agrees to abide by the current submission guidelines in submitting Images to PHOTRI IMAGES, LLC. PHOTRI IMAGES, LLC may modify or change such guidelines upon written notice and such change shall apply to Images submitted by Contributor thereafter.

2.2 Acceptance. PHOTRI IMAGES, LLC may accept or reject any Images submitted to it in its sole and absolute discretion. An Image will become an Accepted Image when PHOTRI IMAGES, LLC notifies Contributor that it has been accepted into its collection. Submitted Images rejected by PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC may delete such Images from its collection and will notify Contributor of such action. PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC may prevent any image depicting individuals, trademarks and personal property from becoming an Accepted Image.

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

2.4 Copyright and Crediting. Contributor retains copyright in its Accepted Images. PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC name as the source of the Image. Contributor specifically waives any moral rights with respect to the Accepted Images.

3. RELATIONSHIP AND DUTIES

3.1 Grant of Rights. Subject to this Agreement, Contributor grants PHOTRI IMAGES, LLC a nonexclusive license to distribute Contributor's Accepted Images in the Territory 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. PHOTRI IMAGES, LLC is specifically authorized to employ the services of Third Party Licensees throughout the world in its licensing and marketing efforts.

3.2 Trademark and Promotion License. Contributor grants PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC. 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. PHOTRI IMAGES, LLC shall endeavor to credit the Contributor where practicable. This trademark license shall automatically terminate upon the termination or expiration of this Agreement.

3.3 Reserved Rights . Notwithstanding the grant of rights contained in Paragraph 3, 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. In the event any Accepted Images is used in any endorsement, Contributor shall notify PHOTRI IMAGES, LLC of the use to avoid any image conflict.

3.4 Licensing Terms. PHOTRI IMAGES, LLC shall have complete and sole discretion regarding the terms, conditions and pricing of Images licensed or sublicensed to third parties. PHOTRI IMAGES, LLC shall have complete and sole discretion as to delivery methods and distribution of the Images.

3.5 Right to Commence Legal Action. Contributor grants PHOTRI IMAGES, LLC 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. PHOTRI IMAGES, LLC shall have complete discretion regarding its choice of attorney. Settlements shall not be subject to the Contributor's prior approval, however PHOTRI IMAGES, LLC shall not enter into any settlement that shall impair Contributor's ownership or copyright in the Accepted Image(s). Contributor agrees to cooperate with PHOTRI IMAGES, LLC providing, if requested, all reasonable assistance to PHOTRI IMAGES, LLC. 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 PHOTRI IMAGES, LLC 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

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otherwise, Contributor shall pay PHOTRI IMAGES, LLC 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 Commission and Statements. On a quarterly basis, for Contributors who have sales, PHOTRI IMAGES, LLC shall remit to Contributor 50 percent (50%) of Net License Fees received from the Licensing of Accepted Images from the previous reporting period. PHOTRI IMAGES, LLC shall provide Contributor with a royalty statement setting forth the licensing by PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC.

4.2 Legal Awards or Settlements. The Contributor shall receive 50 percent (50%) of all amounts received by PHOTRI IMAGES, LLC 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 Credit For Refunds. In the event that a refund of a payment received or accrued from a third party is required, PHOTRI IMAGES, LLC is specifically authorized to deduct the Contributor's share of this overpayment from any subsequent amount due the Contributor.

4.4 Other Deductions. Upon written agreement, PHOTRI IMAGES, LLC 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.

4.5 Commissions After Termination. 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 PHOTRI IMAGES, LLC 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 ten years after this Agreement terminates. PHOTRI IMAGES, LLC will continue to report to Contributor as set forth in Section 4.1.

4.6 Audit Rights. 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 PHOTRI IMAGES, LLC to have an independent audit performed of PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC has underpaid the Contributor by [ten percent [10%]] or more, PHOTRI IMAGES, LLC shall reimburse the Contributor for the cost of the audit. This right is subject to the auditor's execution of PHOTRI IMAGES, LLC current non-disclosure agreement.

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 Three (03) years. After this initial term, at each expiration date this Agreement will automatically be renewed for successive one (1) year terms 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 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 [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 Continued Rights. Regardless of Termination of this Agreement, PHOTRI IMAGES, LLC 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.

5.4 Effect of Termination. Within a reasonable time after termination or expiration of this Agreement, PHOTRI IMAGES, LLC shall delete all digital files representing the Accepted Images. Notwithstanding, PHOTRI IMAGES, LLC may retain digital files of Accepted Images as part of its back-up media. [In the alternative, Contributor may elect to purchase the digital files representing the Accepted Images at a per image fee to be determined by Company at such time.]

6. LIMITATION OF LIABILITY

6.1 No Liability for Irreplaceable Material. Pursuant to its submission guidelines, PHOTRI IMAGES, LLC 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 the company, PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC 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. PHOTRI IMAGES, LLC shall return the Irreplaceable Material to Contributor after needed for scanning and imaging purposes. PHOTRI IMAGES, LLC shall not be liable for any misuse of Accepted Images by third parties.

6.2 No Liability for Irreplaceable Material. In the event Contributor submits original film, transparencies or any other irreplaceable materials ("Irreplaceable Materials") to the company, PHOTRI IMAGES, LLC will make all reasonable efforts to protect and

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preserve the Irreplaceable Materials, and exercise commercially reasonable care in the handling of the Irreplaceable Materials. Notwithstanding, Contributor agrees that PHOTRI IMAGES, LLC 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. PHOTRI IMAGES, LLC shall not be liable for any misuse of Images by third parties.

6.3 Return of Irreplaceable Material. Upon the termination of this Agreement, and upon written request of the Contributor, PHOTRI IMAGES, LLC shall use commercially reasonable efforts to return to Contributor the Irreplaceable Materials in PHOTRI IMAGES, LLC possession within a reasonable period of time. Contributor acknowledges that the retrieval of the Images may take a year and that PHOTRI IMAGES, LLC may not be able, for whatever reason, to retrieve all Images. PHOTRI IMAGES, LLC shall delete all digital files representing the Accepted Images. Notwithstanding, PHOTRI IMAGES, LLC may retain digital files of IMAGES as part of its back-up media.

6.4 No Insurance. Contributor acknowledges that PHOTRI IMAGES, LLC cannot obtain insurance on its Image collection for any commercially reasonable costs. Accordingly, Contributor specifically agrees that he/she will not seek to hold PHOTRI IMAGES, LLC financially responsible for any Image that PHOTRI IMAGES, LLC is not able to return for any reason, at the termination of the Agreement, except if the failure is the result of gross and willful negligence. The Contributor's representation that no action will be brought against PHOTRI IMAGES, LLC, its successors and assigns, nor will damages be sought from it in the event PHOTRI IMAGES, LLC damages, loses or cannot retrieve any Image, is material inducement for PHOTRI IMAGES, LLC to enter into this Agreement. Contributor is advised to either insure or duplicate any Images he/she submits to PHOTRI IMAGES, LLC.

6.2 [6.4] PHOTRI IMAGES, LLC'S LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES SHALL PHOTRI IMAGES, LLC'S LIABILITY (WHETHER IN TORT, NEGLIGENCE, CONTRACT OR OTHERWISE) FOR LOSS, DAMAGE OR MISUSE TO ANY IMAGE PROVIDED TO PHOTRI IMAGES, LLC EXCEED \$100 PER IMAGE OR THE AGGREGATE OF \$1,000, 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;

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- 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 PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC is accurate and complete and in accordance with company's then current submission guidelines. To the extent caption information supplied to clients by PHOTRI IMAGES, LLC on any Accepted Image differs from the information supplied to PHOTRI IMAGES, LLC by Contributor, the accuracy of such information shall be the PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC then current submission guidelines.
- 7.1.8 Contributor agrees to submit additional Images to PHOTRI IMAGES, LLC on a regular basis throughout the term of this Agreement.

8. COMPANY WARRANTIES

- 8.1 PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC 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

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Agreement hereunder. Contributor agrees that PHOTRI IMAGES, LLC may retain any amounts due to Contributor under this Agreement to the extent PHOTRI IMAGES, LLC is owed any sum under this Section 9.1, provided, however, that PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC in writing by the Contributor.

9.2 PHOTRI IMAGES, LLC 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 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 the CONTRIBUTOR.

10.3 Inability to Locate Contributor. PHOTRI IMAGES, LLC shall use reasonable efforts to locate the CONTRIBUTOR in the event royalty statements or Images are returned unclaimed. To assist PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC with any changes to such address. In the event that, notwithstanding PHOTRI IMAGES, LLC reasonable efforts, the CONTRIBUTOR cannot be located for [five years], all unclaimed royalties and Images shall be deemed abandoned and PHOTRI IMAGES, LLC 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. PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC prior written consent; however, Contributor's right to receive payment may be assigned without PHOTRI IMAGES, LLC prior consent.

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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 PHOTRI IMAGES, LLC and the Contributor.

10.6 Notices. All checks and other hard copy material shall be sent to Contributor by PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC. [However, email shall be the predominant source of communication]. The email, fax and postal addresses of PHOTRI IMAGES, LLC 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 PHOTRI IMAGES, LLC from time to time. The Contributor and PHOTRI IMAGES, LLC 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 Controlling Law. This Agreement shall be interpreted in accordance with the Laws of the State of VIRGINIA 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 VIRGINIA.

10.8 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.

10.9 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.

10.10 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 and may not be modified and amended except by a separate writing signed by or on behalf of both parties.

10.11 Counterparts; Scanned Email Signatures. 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 email transmission and each party to this Agreement agrees that it will be bound by its own scanned email signature and that it accepts the scanned email signature of the other party to this Agreement.

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PHOTRI IMAGES, LLC CONTRACT AGREEMENT SIGNATURE PAGE:

PHOTRI IMAGES, LLC:

By: _____

And _____

Co-owners: Sharon Dupuis
And Gail Schoolfield

9653 Sherman Oaks Court
Fairfax, VA 22032

Phone: 703-978-0129

Email: Photri@erols.com

Email effective June 2009:
info@photriimages.com

CONTRIBUTOR

I agree to the terms set forth in Photri Images, LLC's Rights-Managed Distribution and Licensing Agreement:

Signature: _____

Printed Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Tax ID or SSN#: _____

Alternate Contact: _____

