

CONTRIBUTOR'S AGREEMENT (NON-EXCLUSIVE)

This Agreement sets out the terms by which photographers and other artists provide photographic, vector and other media content to Ingram sites ingimage.com, signelements.com, vectorfresh.com and where applicable other Ingram partners.

CONTRIBUTOR and Ingram Image Limited (hereafter 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 non-exclusive basis. (If you are contributing to R H Ingram Limited under a previous contributor agreement then your original agreement shall take precedence.)

1. COMMISSION

1.1 CONTRIBUTORS will receive a 20% commission of all revenue received via the primary site; either ingimage.com, signelements.com or vectorstate.com per downloaded file from all sites including distributors where applicable. Subscription royalties are calculated according to CONTRIBUTOR downloads as a proportion of overall downloads and per download for images licensed individually.

1.2 On request, COMPANY will endeavour to make payment of fees in respect of purchased downloads on a quarterly basis provided such fees total a minimum of USD60/GBP40 for PayPal payment (OR USD150/GBP100 by check or credit card OR USD400/GBP150 by bank transfer), failing which fees will be retained until they exceed the minimum. 1.3 Pricing and rates may be modified from time to time. If at any time the pricing or rates are not acceptable to the CONTRIBUTOR, you may refrain from providing additional Content or terminate this Agreement in accordance with its terms.

2. SUBMISSION AND ACCEPTANCE OF IMAGES

2.1 Submission Guidelines. CONTRIBUTOR agrees to abide by the current COMPANY submission guidelines. CONTRIBUTOR agrees that such guidelines may be changed by COMPANY upon written notice. 2.2 Acceptance. COMPANY may accept or reject any Images submitted to it in its sole and absolute discretion. **NOTE: COMPANY image curators would typically expect to edit at least 20% of submitted portfolios.** 2.3 Ownership of Images. 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. 2.4 Copyright CONTRIBUTOR retains copyright in its Accepted Images.

3. RELATIONSHIP AND DUTIES

3.1 Grant of Rights. Subject to this Agreement, CONTRIBUTOR grants COMPANY a non exclusive 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. COMPANY is specifically authorized to employ the services of Third Party Licensees throughout the world in its licensing and marketing efforts. 3.2 Promotion License. CONTRIBUTOR grants COMPANY and its Third Party Licensees, the right to reproduce, display, transmit, broadcast and adapt any Accepted Image to promote, advertise and market COMPANY, 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' promotion Products, advertising and marketing. This trademark license shall automatically terminate upon the termination or expiration of this Agreement. 3.3 Licensing Terms. Subject to CONTRIBUTOR's election to submit Images, COMPANY shall have complete and sole discretion regarding the terms, conditions and reasonable pricing of the product licensed or sublicensed to third parties.

5. TERM AND TERMINATION

5.1 Term. This Agreement is valid until terminated. You may terminate this agreement by giving ninety (90) days written notice. COMPANY may also terminate this Agreement for any reason by giving you ninety (90) days notice by e-mail. 5.2 Effect of Termination. Within a reasonable time after termination or expiration of this agreement, COMPANY shall delete all digital files representing the Accepted Images.

6. LIMITATION OF LIABILITY

6.1 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 \$1,000, REGARDLESS OF THE NUMBER OF CLAIMS.

7. CONTRIBUTOR WARRANTIES

7.1 CONTRIBUTOR represents and warrants that:

7.2 CONTRIBUTOR has the full right and authority to execute this Agreement and perform its obligations according to its terms; 7.3 CONTRIBUTOR is the sole owner or the legal representative of the owner of all Accepted Images; and has the authority to grant the license to COMPANY under Section 3 herein; 7.4 To the best of CONTRIBUTOR's knowledge, 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; 7.5 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. 7.6 There are no sales restrictions of any kind on any Accepted Images except those submitted in writing at time of submission; 7.7 The caption, keywords and outlines are accurate and suitable for commercial reproduction.

8. COMPANY WARRANTIES

8.1 COMPANY represents and warrants that:

8.2 It has the full right and authority to execute and perform its obligations under this Agreement according to its terms; and 8.3 It shall use commercially reasonable efforts to market and license Accepted Images.

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.

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. 10.2 Assignment. 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. 10.3 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 COMPANY and the CONTRIBUTOR. 10.4 Notices. All 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 or mail. 10.5 Controlling Law. This Agreement shall be interpreted in accordance with the Laws of England and Wales.

Questions

If you have concerns relating to this Agreement, please contact us at content@ingrampublishing.com or call on +44 (0) 207 632 0224.

ACKNOWLEDGEMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT. IN CONSIDERATION OF COMPANY AGREEING TO OFFER TO PROMOTE THE SALE OR LICENSE OF YOUR ACCEPTED CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND COMPANY.