

KRAAS IMAGES CONTRIBUTOR AGREEMENT

This Agreement ("Agreement") is between Kraas Images and the undersigned individual or entity ("you") (collectively, the "Parties"), and includes the Commercial Terms and Standard Terms and Conditions set forth below by which artists provide content ("Content") through the web site located at www.kraasimages.com (the "Site"). Capitalized and underlined words represent defined terms.

This Agreement applies to all ("Content") (as the term is defined in Section 1.2) that you have previously submitted and, in the future, will submit, that is accepted for distribution by Kraas Images™ ("Accepted Content"). This Agreement supersedes and cancels all previous agreements you have entered into with Kraas Images related to the distribution of Accepted Content, other than those agreements listed in Section 4.1 which will continue to apply in relation to the Accepted Content submitted under those agreements.

Once you have accepted this Agreement, it becomes a binding legal agreement between you and Kraas Images.

Name / payee name	
Mailing address:	
Email address	
Exclusivity:	All Content submitted to Kraas Images is on a Content exclusive basis. This means that Content submitted to Kraas Images and any other content that is substantially the same (a "Similar") may not be licensed to any third party unless Kraas Images has notified you that it has been rejected. In addition, you must submit exclusively to Kraas Images any and all Content (a) that you have taken on assignment for or as a representative of Kraas Images; (b) that you have created acting on information, direction or access provided through Kraas Images; or (c) where Kraas Images is funding any of the costs incurred in connection with creating that Content. Additional terms apply to editorial Content, see Section 5.
Royalties	The following Royalty/ies (as defined in Section 1.4) will apply: All Royalty-Free Content will receive 55% of all license fees; All Rights-Managed Content will receive 60% of all license fees. Royalty/ies are calculated on Net License Fees (as defined in Section 1.4).
Delivery/Acceptance:	Kraas Images may, upon providing you 30 (thirty) days notice, make amendments to this Agreement including by introducing new royalty rates and methods for calculating Royalties to accommodate distribution of Accepted Content through new licensing methods/models that it introduces from time to time, by updating the Royalty/ies information on the Site under the "How to Sell" heading of Contributor's FAQ, located at http://www.kraasimages.com/howtosell.php When changes or additions are made to the Royalty/ies, you will be notified of such changes by email. It is your responsibility to keep Kraas Images informed of your current email address via the account management tool made available to you by Kraas Images. Continued submission of Content or failure to terminate this Agreement within 30 days of Kraas Images notifying you of any changes to the Royalty/ies will be deemed acceptance by you of those changes and they will be incorporated by reference into this Agreement. You may submit Content to Kraas Images license models and/or Collections (as defined in Section 1.3) for which you have been approved for participation. You agree to comply with the applicable submission requirements available on the Contributor Website ("Submission Requirements") in effect at the time of submission, which may be amended from time to time. For creative Collections, Kraas Images will provide you with a receipt acknowledging each submission. Kraas Images will use commercially reasonable efforts to accept or reject Content that you submit within 30 days. Different periods for acceptance/rejection will apply to certain editorial Content, Footage and Audio as indicated in Section 5.7 and Section 6.3 below. Kraas Images may reject any submitted Content in its discretion. Any Content submitted from your email address and/or using a username/password issued to you shall be taken by Kraas Images as evidence that such Content has been submitted by you.
"Term"	The Term of this Agreement begins as of the Commencement Date and will continue for an initial period of 1 (one) year, with automatic renewals of successive one-year period. You may terminate this Agreement without cause at any time by providing 30 (thirty) days written notice (subject to exceptions relating to certain editorial Content as provided in Section 5). Kraas Images may only terminate this Agreement without cause at the end of the initial one-year period by providing 30 (thirty) days prior written notice.

Each party **HEREBY WARRANTS** that he has read this agreement and fully understands the entire contents thereof and is legally authorised to sign this contract for himself and or on behalf of any person or Company on whose behalf he is signing.

Date: (DD) (MTH) (YR)

SIGNED BY
(Signature) (Print name)

In the presence of:
(Print name) WITNESS (signature)

SIGNED FOR AND ON BEHALF OF **KRAAS IMAGES**
Affix Company's Seal/Stamp

STANDARD TERMS & CONDITIONS

SECTION 1. RIGHTS AND ROYALTIES

1.1 License Grant to Kraas Images.

This is a legal agreement between Kraas Images and member intending to upload content onto the Site (referred to as member "Member"). With respect to any Content you own, or that you can license without payment to any third party, you hereby grant Kraas Images a worldwide, no-charge, exclusive right to market and sublicense the right to copy, reproduce, display, transmit, broadcast, modify, alter, create derivative works of and publish the whole or part of any Content (as defined below) that you submit to Kraas Images. These rights may be exercised via any analog or digital means of communication now known or hereafter devised including without limitation via print, websites, other electronic formats, mobile devices, TV, cinema, exhibitions; and, subject to applicable laws, may be used for any purpose of any nature including without limitation for advertising, publicity, promotions, graphic design, marketing within and on products, corporate communications, press articles, press releases, brochures, reports, décor, programs and films. Kraas Images may sublicense or authorize any third party distributors ("Distributors"), any customer who licenses Accepted Content from Kraas Images or a Distributor ("Clients") and their customers to exercise the rights described in this Section 1. Kraas Images and Distributors will determine the terms and conditions of all licenses of Accepted Content granted by them, but will not use or license Accepted Content for uses that are defamatory, pornographic or otherwise illegal and will use commercially reasonable efforts to stop any such use by Clients brought to their attention. Kraas Images and Distributors may determine how Accepted Content may be marketed and may stop marketing or licensing it at any time. If Kraas Images notifies you that it has permanently stopped marketing and licensing any particular Accepted Content, the Agreement will be deemed to be terminated only with regards to that Accepted Content.

1.2 Types of Content.

This Agreement will apply to the following types of content (the "Content"): (a) photographs, illustrations, or other still visual representations ("Still Image(s)"); (b) moving visual content in any form including, film, video tape, digital files, animation and clips ("Footage"); and (c) font, audio file and any other work protected by copyright, in all cases, generated by any means and in any format or medium, including any reproductions and any modifications and derivative works thereof.

1.3 Collections and Movement of Accepted Content.

Accepted Content may be included in one or more of Kraas Images current or future Content collections ("Collections") made available for licensing or distribution by Kraas Images or Distributors. When you submit Content you will be asked to specify, where appropriate, the license model(s) through which the Content is available to be licensed. Kraas Images will determine the Collection and may subsequently move and license Accepted Content through any other license models and/or Collections, except that Kraas Images shall not move Accepted Content into a royalty-free license model unless it has not been licensed for at least 3 years. For Content that moves into a new license model and/or Collection, the Royalties of the new license model or Collection will apply going forward. Kraas Images will notify you of the move, including Accepted Content reference number(s), within 30 days of the move.

1.4 Royalties.

For royalties calculated according to the table above, royalties are paid on Net License Fees and are based on the type of Accepted Content, license model and/or Collection through which Accepted Content is actually licensed. "Net License Fees" means the Gross License Fee less any applicable License Fee Deductions and Royalty Deductions (as defined in clause 1.5). "Gross License Fees" means (a) the amount charged by Kraas Images or a Distributor to each of their Clients (or the amount charged by Kraas Images to certain of its Distributors for certain royalty free licenses, where applicable); (b) the amount recovered from a third party infringer in connection with a Claim (as defined in Section 1.11); or (c) the amount of revenue received from consumer products/services that is allocated to the Accepted Content pursuant to Section 1.8. In all cases, the following deductions shall be made from Gross License Fees before royalties are calculated: any (i) applicable GCT, duty, levy or impost of any nature required to be withheld, deducted or paid by Kraas Images from any current or future sums due to you by any law, regulation, or treaty [including: (a) any taxes on the net profits of Kraas Images or any Distributor; and (b) any withholding taxes imposed on remittances to Kraas Images from countries outside of the Caribbean]; (ii) unauthorized use detection/enforcement fees and expenses; and (iii) shipping charges, insurance charges and service fees such as, for example, special formatting requests, printing/framing costs and technology delivery/access services, in all cases arising out of or resulting from any license of the same Accepted Content ("License Fee Deductions").

1.5 Royalty Deductions.

Kraas Images may deduct the following amounts from the Royalties payable to you (together the "Royalty Deductions"): (a) advances on earnings or royalties under any agreement with Kraas Images; (b) cancellations, partial refunds or other sales incentive rebates in respect of a license where the original sale has been reported in a current or past sales report ("Sales Report") including where due to a fraudulent transaction; (c) overpayment of Royalties in a prior Royalty period; and (d) amounts that may be deducted or withheld in accordance with the Section 2.2 Indemnification. Kraas Images will notify you of any Royalty Deductions in a Sales Report before deducting amounts from payments to you. Other than Royalties for Content that is improperly credited to you or any cancellations under (b), if Kraas Images has not notified you of any Royalty Deduction within 1 year after it has been incurred, Kraas Images waives the right to recoup it.

1.6 Reporting and Payment.

Sales Reports are updated within 24 hrs of transactions, and are viewable at all times on the Contributor's profile account on the Site. The Sales Report will state the Royalties due to you, any Royalty Deductions and will also include the following information for Accepted Content other than Content licensed via a royalty-free license model: (a) the invoice number or transaction identifier and date; and (b) where appropriate, the rights granted by a license. No payment will be made unless a minimum of US\$150.00 (or local currency alternative), after Royalty Deductions, is due to you. Where Royalty Payments must be made to the Contributor via cheque or electronic transfer, locally or internationally, Kraas Images will make Royalty Payments, within a 60 day period. Notwithstanding the foregoing, if the Contributor has a PayPal account and inputs their account information in their profile, payments are transferred immediately irrespective of the stated US\$150.00 minimum.

1.7 Bundle Licensing.

Kraas Images may offer license models and price agreements that will make Content available for use by Clients on a high-volume basis. Accordingly, where appropriate, the amount due to you will be determined according to: (a) the ratio of the number of individual items of your Accepted Content to the total number of individual items of Content licensed together; or (b) in Kraas Images discretion, the relative value of the Accepted Content compared to all other Content licensed together with it. In addition, the frequency and methodology for reporting and paying Royalties may also vary in order to facilitate such high-volume licensing. In all cases, the Royalty rate to be applied shall be as set out on the Site and identified in the Agreement.

1.8 Consumer Products/Services.

Kraas Images may include Accepted Content within direct-to-consumer products and services (as opposed to Kraas Images or Distributors licensing to Clients for such uses) including, without limitation, within merchandise and on websites that primarily generate revenue from advertising. The amount due to you will be determined in the same way as under Section 1.7.

1.9 Restrictions.

The Submission Requirements allow you to specify certain use restrictions for Content at the time of submission. Kraas Images will notify Clients of all such restrictions that you submit with such Accepted Content.

1.10 Marketing Use of Accepted Content.

Kraas Images and Distributors may use Accepted Content to market you, your work, Kraas Images, or Distributors, including use in composites that include Content supplied by a third party. No royalties will be paid on these marketing uses.

1.11 Right to Control Claims.

Kraas Images shall have the right to determine, using its best commercial judgment, whether and to what extent to proceed against any third party for any unauthorized use of Accepted Content. You authorize Kraas Images and Distributors at their expense the exclusive right to make, control, settle and defend any claims related to infringement of copyright in the Accepted Content and any associated intellectual property rights ("Claims"). You agree to provide reasonable cooperation to Kraas Images and Distributors and not to unreasonably withhold or delay your cooperation in these Claims. Kraas Images will not enter into any settlement that will compromise your ownership of the copyright in Accepted Content or that prohibits your future conduct with respect to Accepted Content without your prior written consent. Kraas Images will pay you Royalties on any settlements it receives from Claims. If Kraas Images elects not to pursue a Claim, you will have the right to pursue it.

1.12 Use of Accepted Content by you.

On a non-exclusive basis, you may use Accepted Content and any

Similar to promoting or documenting you and your work, provided that these uses do not compete with or limit the rights granted to Kraas Images under the Agreement. You must obtain Kraas Images prior written consent to use Rights-Managed Content on the cover of a self-promotional book to ensure that your use does not conflict with any licenses that Kraas Images may have previously issued. Also on a non-exclusive basis, you may use Accepted Content that is available for license through a royalty-free license model in connection with the sale by you of prints, t-shirts and other retail merchandise where the Accepted Content is the focus of the product, so long as you are not licensing or giving away rights to the Accepted Content for anything other than such merchandising. On an exclusive basis you may use Accepted Content and any Similar for: (a) limited edition, signed and/or numbered fine art prints (though Kraas Images may still sell and license prints not signed or numbered); and (b) for Footage originally created for an edited program, use within that edited program, including the sale or license as a complete cut of that edited program such as for television, film, commercial or documentary use.

1.13 Copyright to Accepted Content and other Works.

Subject to the rights granted in this Agreement, you will retain all right, title and interest, including copyright, in all Accepted Content including when it is incorporated in a derivative work created by others. Kraas Images will own all right, title and interest, including all copyrights that arise apart from the copyright in your Accepted Content, to all types of derivative works created by or for Kraas Images that contain multiple items of Accepted Content and/or other Content. Either you or Kraas Images on behalf of you may register the copyright in any Accepted Content with the relevant copyright authority.

1.14 Credit and Moral Rights.

Using the credit line supplied by you, Kraas Images shall use commercially reasonable efforts to credit you as the source of Accepted Content, but shall have no liability for lack of credit. For the purposes of this Agreement, "Moral Rights" means all non-transferable and non-licensable rights belonging to the original creator of Accepted Content that are automatically conferred by legislation to varying degrees in different countries, which shall include the following rights and all rights of a similar nature: (a) the right to be identified as the creator; (b) the right to object to misrepresentative modification of Accepted Content; and (c) the right to withdraw Accepted Content from the market (except pursuant to the termination provisions of this Agreement). To the extent allowed by law, you waive all your Moral Rights relating to Accepted Content. To the extent such waivers are not permitted by applicable law, you agree not to enforce such moral rights against Kraas Images, Distributors or Clients. Where you are not the owner of any Moral Rights, you confirm that all Moral Rights have been waived to this same extent or that you have obtained the same commitments not to enforce Moral Rights. Further, you acknowledge and accept that it is common business practice for commercial uses that the creator of Content is not credited and that Content may be modified.

SECTION 2. REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION & LIMITS ON LIABILITY

2.1 Representations and Warranties.

(a) Each Party represents and warrants to each other that it has the full power and authority to enter into the Agreement and perform its obligations hereunder and that it will comply with all applicable laws, including without limitation to the Foreign Corrupt Practices Act; (b) you represent and warrant to Kraas Images that: (i) you are the sole and exclusive owner of the Content submitted to Kraas Images or are the authorized representative of the applicable copyright owner(s) of such Content; (ii) Content submitted to Kraas Images, to the best of your knowledge after due investigation and prior to modification or recaptioning by Kraas Images, will not infringe the copyright of any third party, and will not contain any matter which violates any applicable law or regulation and, if released, will not defame, violate the right of privacy or publicity, or infringe the trademark or other personal or property interests of the parties signing such release; (iii) all caption information provided by you will be accurate; (iv) you have obtained valid model and property releases where necessary in accordance with the Submission Requirements at the time of submission and you will keep the original release and provide a copy to Kraas Images.

2.2 Indemnification.

Each party (an "Indemnitor") agrees to defend, indemnify and hold harmless the other party and its affiliates, licensees, officers, directors, employees and agents (each an "Indemnitee") from and against any and all actual or alleged third-party claims and accompanying liabilities, losses, damages, costs and expenses, including reasonable external attorneys' fees arising out of or in connection with, any actual or alleged breach of the Agreement by the Indemnitor or any duty, representation, or warranty contained herein by, or any actual or alleged act or material omission of the Indemnitor or its employees or agents. Indemnitor may at its option defend such claim at Indemnitor's expense, and Indemnitee shall cooperate fully in defending or settling such claim, provided that Indemnitor may not settle without Indemnitee's prior written consent, which shall not be unreasonably withheld. You agree that Kraas Images may retain any amounts due to you under the Agreement or any other agreement you may have with Kraas Images to the extent Kraas

Images is owed any sum under this Section 2.2.

2.3 Limitation of Liability.

Kraas Images shall not be liable for any punitive, indirect, consequential, special or incidental damages arising out of or in connection with the Agreement, even if it has been advised of the possibility of such. In addition, Kraas Images shall not be liable to you under any circumstances arising out of the misuse of Content by any third party. Kraas Images shall not be liable for any loss or damage to any Content, storage device or other materials submitted to Kraas Images, and you are required to provide or maintain your own backup files for any Content submitted. You shall bear sole responsibility for obtaining and maintaining adequate insurance for protection of Content or other materials submitted to Kraas Images.

SECTION 3. TERMINATION & SURVIVAL OF LICENSING RIGHTS

3.1 Termination.

Either Party may terminate this Agreement as set forth in the Term section of the Commercial Terms. In addition, either Party may terminate the Agreement immediately upon notice if the other Party: (a) breaches any material term or condition of the Agreement and, if capable of remedy, fails to remedy such breach within 30 days after being given notice thereof by the non-breaching Party; or (b) becomes insolvent or suffers any act of insolvency. Also, if Kraas Images altogether ceases to accept Content from you for any reason other than failure to comply with the Submission Requirements, you may terminate the Agreement, which will terminate 30 days following the date of your notice of termination.

3.2 Effect of Termination.

Upon termination and subject to Section 5.5 and Section 6.2 in respect of certain Footage and Accepted Content taken at an Editorial Event, Kraas Images will use commercially reasonable efforts in relation to all Accepted Content subject to termination to: (a) inactivate digital Accepted Content in its inventory within 90 days; and (b) upon your written request made by within 3 months of termination, either (i) return to you any analog format Accepted Content within 1 year; or (ii) provide you with a digital copy of any analog format Accepted Content that is irretrievable or otherwise damaged (normal wear excepted). During all wind-down periods under Section 3.2(a), Kraas Images may continue to process licenses of the Accepted Content so long as Kraas Images pays Royalties to you as required under this Agreement and you may not exploit the Accepted Content elsewhere during this time.

3.3 Survival of Unexpired Licenses.

Following termination of the Agreement, all unexpired licenses of Accepted Content will remain in effect and you shall not license any Accepted Content (or Similar) in a way that conflicts with any unexpired exclusive licenses identified in your past Sales Reports. Kraas Images and Distributors will have a one-time only (or up to five times only in the case of licenses for educational uses) right to renew unexpired licenses on substantially the same terms, provided that there is no break in the licensing period.

3.4 Content Created Under an Advance.

If you have received an advance on Royalties that has not been fully recouped by Kraas Images at the time of termination, Kraas Images will have the right to continue licensing any or all Accepted Content submitted under this Agreement until the advance has been fully recouped.

3.5 Surviving Provisions.

The termination of this Agreement will not affect the accrued rights and obligations of the Parties existing at the date of termination. Sections 1.13, 1.14, 2 to 6 and the Commercial Terms as may be appropriate, will survive termination of the Agreement, as will any matter arising under the Agreement either expressly or that by its nature is required to be performed or apply after the Term of the Agreement, including the residual right of Kraas Images to continue exploiting certain Accepted Content taken at an Editorial Event and certain Footage under Section 5.5 and Section 6.2, respectively.

SECTION 4. MISCELLANEOUS

4.1 Entire Agreement; Severability; Waiver.

The Agreement supersedes and cancels any previous agreements related to the distribution of Accepted Content other than agreements which govern Content submitted by Image Partners of Kraas Images. Where Kraas Images has previously provided you funds to create Content through an advance, assignment or other agreement that governs specifically identified Content generated for Kraas Images, the terms of this Agreement shall apply except that any lower royalty rate under the earlier agreement shall continue to apply to the Content submitted under that agreement for such period as might be provided under that agreement or, if no period is provided, whilst ever this Agreement remains in force. This Agreement constitutes the entire agreement among the Parties relating to its subject matter and may not be amended, except (a) via the Royalty Rate as set out on the Site and identified in the Agreement; (b) in writing by an authorized representative of each Party; or (c) where a court or other competent legal authority finds a provision to be invalid, illegal or unenforceable (in which event such determination shall not affect any other provision in the Agreement all of which shall remain in full force and the Parties shall in good faith consult to agree the extent of any amendment that might be possible to make the provision valid, enforceable or legal whilst reflecting as far as possible the original intention of the Parties). If a

Party waives any provision of this Agreement, the waiver in such an instance shall not be deemed to be a continuing waiver, and no waiver by either Party shall prevent such Party from enforcing any and all other provisions of this Agreement.

4.2 Assignment.

You may not assign your rights or obligations and under this Agreement without the prior approval of Kraas Images, which will not be unreasonably withheld and shall never be withheld in the case of an assignment to a corporation or to a trust controlled by you or for the sole benefit of you or your immediate family. Kraas Images may assign its rights, obligations and duties under this Agreement, in whole or in part, to any entity controlling, controlled by, or under common control with Kraas Images as part of a merger, reorganization or sale of assets by Kraas Images. In such instances Kraas Images shall give Notice of such assignment (in accordance with clause 4.6) to the Contributor and such assignment should be on terms no less favourable than those in the Agreement.

4.3 Nature of Relationship.

You agree that you are an independent contractor. The Parties expressly acknowledge and agree that their relationship is not one of partnership, employment, joint venture, or any other legal identity, and that Kraas Images has no obligation to find or offer employment to you.

4.4 Governing Law and Arbitration.

The laws of Jamaica are the relevant laws for resolving any dispute arising from the Agreement between the parties or interpreting any clause thereof. Any dispute arising hereunder regarding, *inter alia*, any breach of this agreement shall first be referred to a Sole Arbitrator, to be agreed on by the parties hereto. If the parties hereto cannot agree on an Arbitrator, then the parties agree to accept any Arbitrator appointed or nominated by the Dispute Resolution Foundation of Jamaica. The Parties accept as final the findings of any such duly appointed Arbitrator. The costs of any such Arbitration shall be borne by the unsuccessful party to the said Arbitration.

4.5 Further Assurances.

Each Party will, and will use its reasonable efforts to cause any third party to, execute and perform such further acts, deeds and documents as may from time to time be required to give full legal and practical effect to the Agreement.

4.6 Notices.

Parties shall provide all notices in writing via registered mail. Notices to you will be sent to the current mail address and notices to Kraas Images should be sent to: **Legal Counsel, Kraas Images c/o Austin L. Francis & Company, Attorneys-at-Law, 10th Floor, The Towers Building, 25 Dominica Drive, Kingston 5, Jamaica, West Indies ; Fax: 876 – 754-2973.**

4.7 Audit Rights.

You may employ a certified accountant or licensed financial advisor to audit payments made to you during the previous 36 months, at your expense unless the audit reveals that Kraas Images has underpaid you by more than 7.5%, in which case Kraas Images will reimburse you for the actual and reasonable auditor's fees. Kraas Images will honor one audit request per calendar year, upon 60 days notice. If an underpayment is discovered in an audit, Kraas Images will pay you interest based on the average one month LIBOR rate for the period under audit on the amount due from the date payment was due, correct the books and records, and will pay any amounts due (subject to any applicable Royalty Deductions) within 30 days after the amount due is finally determined. In the event that an audit reveals any overpayment to you, you agree that Kraas Images may deduct the overpayment from your earnings.

4.8 Confidentiality.

"Confidential Information" means any information that is designated as confidential or, information that by its nature or circumstances of disclosure would reasonably lead a recipient to believe that it is confidential. Confidential Information of Kraas Images includes art direction and information posted on the Contributor Website as well as any username/password issued to you to access the Contributor Website and any other restricted online areas. Confidential Information of you includes your earnings. A Party that receives Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party"), agrees not to disclose such Confidential Information to any third party or use any of the Confidential Information except as necessary to perform its obligations under the Agreement. The Receiving Party agrees to return all Confidential Information to the Disclosing Party upon request. If a Receiving Party is required by a competent legal authority to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice prior to disclosure so that the Disclosing Party may seek judicial protection. The Receiving Party may also share Confidential Information with its professional advisers under an obligation of confidentiality for the purpose of obtaining professional advice.

4.9 Personal Data Transfer.

You understand and agree that information relating to you or any other person such as a model that you may provide to Kraas Images may be retained for a reasonable period, and may be transferred to, stored, accessed and used in jurisdictions worldwide whose privacy laws may be different and less protective than those of your home country. Kraas Images, as data controller and processor, may use this information in

connection with the performance of this Agreement, including for contacting you, and may disclose this information to necessary service providers, to provide the services they contract for. These third parties will have no right to use your information for secondary purposes. Any personal information you do provide may also be disclosed as part of any merger, sale of the company assets or acquisition, as well as in the unlikely event of an insolvency, bankruptcy or receivership in which event personal information would be transferred as one of the business assets of the company. Kraas Images reserves the right to disclose any information you provide in order to respond to claims or protect the rights, property or safety of itself, its related companies, Distributors and their employees, customers or the public.

4.10 Submission of Content as an Authorized Representative.

If and to the extent you are submitting Content to Kraas Images as an authorized representative of the applicable copyright owner(s), you acknowledge and agree that (a) you will ensure that such copyright owner(s) comply with the terms of this Agreement where necessary; and (b) to the extent Royalties are paid to you in such capacity, you will be solely responsible for compensating the copyright owner(s) where applicable.

SECTION 5. PROVISIONS SPECIFIC TO EDITORIAL CONTENT

5.1 Exclusivity.

If you create Content at an Editorial Event on assignment for Kraas Images under credentials provided by Kraas Images, the resulting Content must be submitted exclusively to Kraas Images on a perpetual basis. Further you agree to submit exclusively to Kraas Images any and all Still Images taken at a news, sport or entertainment event (an "Editorial Event"), whether captured with Kraas Images knowledge or of your own volition, except if taken on assignment for a publisher or other entity where you retain no distribution rights.

5.2 License Fee Deductions & Royalty Deductions.

Pursuant to Section 1.4 and Section 1.5, the following shall also be deducted from either the Gross License Fees as License Fee Deductions or from the Royalties: any fees paid to a credential issuing body in respect of the license of Accepted Content created at an Editorial Event controlled by the credential issuing body, provided such fees arise out of or result from a license of the same Accepted Content and provided, further, that such fees may not be deducted twice.

5.3 Similar.

For Content from an Editorial Event, a Similar means an item of Content that is part of a package depicting one topic, issue or event and that is often but not necessarily taken at approximately the same location as other Content.

5.4 Unreleased Content.

For Accepted Content submitted to a Collection primarily intended for Editorial Use, you shall not be liable for any necessary permissions that may be required for any commercial or non-Editorial Use of such Accepted Content. "Editorial Use" means where Accepted Content is used to illustrate a matter of general interest (such as a current event, history, sports, entertainment, art, science, religion or politics), in any medium, and is not used to advertise, endorse or promote a person, organization, product or service (other than the publication or medium in which the Accepted Content appears as part of such a use).

5.5 Effect of Termination.

The effect of termination provisions in Section 3.2 shall not apply to Accepted Content from an Editorial Event that is submitted on a perpetual basis as provided under Section 5.1 above, so long as Kraas Images pays Royalties to you as required under this Agreement. In addition, for all Accepted Content from an Editorial Event that is uploaded to Kraas Images website less than two-years prior to termination, the effect of termination provisions in Section 3.2 shall not apply until the elapse of 2 years from the initial upload of such Accepted Content to Kraas Images website.

5.6 Moral Rights.

The waiver of the right to object to misrepresentative modification of Accepted Content shall not apply to Accepted Content licensed through an editorial Collection and the "Reportage" Collection.

5.7 Delivery/Acceptance.

The time within which Kraas Images shall use its commercially reasonable efforts to accept or reject editorial Still Images and editorial Footage (excluding Still Images and Footage intended for archive Collections) shall be 72 hours.

SECTION 6. PROVISIONS SPECIFIC TO FOOTAGE CONTENT

6.1 Similar.

For Footage, Content that is from the same production will always be deemed to be Similar.

6.2 Effect of Termination.

For Accepted Content admitted to a Footage Collection by Kraas Images within the last 2 years prior to termination, the effect of termination provisions in Section 3.2 shall not apply until the elapse of 2 years from the initial upload of such Accepted Content to Kraas Images website.

6.3 Delivery/Acceptance.

The time within which Kraas Images shall use its commercially reasonable efforts to accept or reject creative Footage shall be 45 days.