



## WORLDWEB & PHOTOGRAPHER CONTRACT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between World Web Technologies Inc. (410, 1010-1 Street SW Calgary, AB T2R 1K4), hereinafter referred to as "WorldWeb" and \_\_\_\_\_, hereinafter referred to as "Photographer".

**1. TERM:** The term of this agreement shall remain effective until terminated by either WorldWeb or the Photographer. Either party can terminate this agreement, without cause and with 30 days written notice. Upon termination, WorldWeb will remove the Photographer's photographs (hereinafter referred to as "Images"), within 30 days of receiving the termination notice. Until said Images have been removed from the site, both WorldWeb and the Photographer will be entitled to the compensation outlined in this agreement.

**2. GRANT OF AUTHORITY:** The Photographer hereby appoints WorldWeb as a non-exclusive sales agent to license royalty free Images to third parties within the context of WorldWeb's business. By uploading Images, the Photographer warrants and represents that he or she is the sole and exclusive owner of all Images delivered to WorldWeb, both now and in the future. The Photographer warrants and represents that he or she has the unrestricted right to license the said Images. WorldWeb is appointed sales agent only, and in no way may claim ownership or any interest in the Photographer's Images. In the event of bankruptcy or any other liabilities incurred by WorldWeb, the Images owned by the Photographer shall not be represented as an asset of WorldWeb or offered as any type of security on behalf of WorldWeb.

**3. RESPONSIBILITY FOR INFORMATION:** The Photographer agrees to assume all responsibility for any and all claims resulting from information supplied to WorldWeb that the Photographer knew or had reason to know was erroneous and inaccurate regarding its ownership, caption information and/or model releases for all Images submitted to WorldWeb. The Photographer warrants that he or she has a signed model release for all persons appearing in the Images submitted to WorldWeb. The Photographer agrees to deliver to WorldWeb copies of all model releases that are specifically requested by WorldWeb. The Photographer also warrants that the Images delivered to WorldWeb do not knowingly infringe any copyright, trademark, right of privacy or publicity, and do not knowingly defame any third party.

**4. IMAGE SUBMISSION APPROVAL:** All Images submitted by the Photographer are subject to WorldWeb approval before being eligible for sale. WorldWeb reserves the right to edit/modify/delete all content submitted by the Photographer including, but not limited to, Image size, aspect ratio, file size, accompanying caption or description, and WorldWeb photo categories and/or locations.

**5. MEMBER RECORD AND PASSWORDS:** The Photographer acknowledges that he or she will be responsible for all Images that are uploaded using his or her Member Record and password. By accepting this Member Record and password, the Photographer acknowledges the intent to upload Images pursuant of this agreement. It is the responsibility of the Photographer to keep his/her Member Record up-to-date and accurate, including any changes in contact information, such as a change of address or change of legal name; failure to do so could result in missed payment and/or immediate contract suspension or termination.

**6. PROMOTION:** From time to time, the Photographer authorizes use of his or her Images in WorldWeb advertising and promotion without compensation to the Photographer.

**7. CONTRACTUAL ARRANGEMENT:**

(a) For the duration of this agreement, the Photographer grants WorldWeb the license and permission to sell Images on the Photographer's behalf via the WorldWeb website located at <http://www.worldweb.com>. The Images shall be sold worldwide on a royalty-free basis, thus permitting WorldWeb clients to use the Images indefinitely, for multiple projects, and on multiple occasions.

(b) The Photographer agrees to the following uses of the Images:

**Permitted Uses**

*Licensees may:*

- Use WorldWeb Images for personal and professional (client) projects including printed materials, packaging, presentations, videos and websites.
- Transfer files containing images to their clients, printers, or ISP for the purpose of reproduction, provided that such parties shall have no further rights to use the Images.
- Use WorldWeb Images in advertisements, marketing and promotional materials.
- Make prints (i.e. hard copies) and reproductions for personal use.
- Alter, crop and manipulate WorldWeb Images.

**Prohibited Uses**

*Licensees may NOT:*

- Resell, sublicense, rent or loan WorldWeb Images.
- Use WorldWeb Images in any posters, or other items for resale.
- Use WorldWeb Images in any logo or part of any trademark or service mark.

- Publish WorldWeb Images online in a downloadable format.
- Use WorldWeb Images to defame any person.
- Use WorldWeb Images in a website at a resolution higher than 72dpi.
- Use WorldWeb Images in connection with pornographic, obscene, immoral, or illegal materials.
- Use WorldWeb Images in templates for resale, including website templates, Flash templates and brochure design templates.

(c) WorldWeb shall receive as its compensation a commission equal to fifty per cent (50%) of the total fees billed and collected by WorldWeb, the balance being due to the Photographer.

(d) Payment shall be made by WorldWeb to the Photographer, in USD funds, no later than ninety (90) days from the date WorldWeb receives payment from its client. A sales statement listing all collected sales with the appropriate sum will be included with any payments.

(e) If revenue is earned after the expiration of this agreement (and its extensions or renewals), but as a result of activity on WorldWeb's part during the term of this agreement, its renewals and extensions, the Photographer shall continue to receive his/her share of earnings and WorldWeb shall be entitled to commissions described above.

**8. LOSS, DESTRUCTION AND LIABILITY:** WorldWeb shall not, at any time, be held responsible for the loss, destruction or unauthorized/unintended use of the Images by any user. The Photographer accepts that the WorldWeb.com website and the information, services, software and products within are provided on an 'as is' and 'as available' basis, with no warranties whatsoever.

**9. ASSIGNMENT/BINDING AGREEMENT:** This agreement may not be assigned by either party, either voluntarily or by operation of law, without the prior written consent of the other party. This agreement shall be binding upon the Photographer, WorldWeb, and their respective heirs, executors, administrators, successors, and assigns. In the event of the Photographer's death, his or her estate or heirs or successors shall be bound by the terms of this agreement. The Photographer's estate shall then receive the payments which would have accrued to the Photographer, upon providing WorldWeb with proper written authority, legally recognized, as to whom payments are to be made.

**10. AMENDMENTS:** This agreement incorporates the entire understanding of the parties and may not be amended, modified or changed in any respect unless the change is reduced to writing and signed by each of the parties hereto.

**11. ARBITRATION:** This agreement is executed and is intended to be performed in the Province of Alberta, and the laws of the Province of Alberta shall govern its interpretation and

effect. Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in Calgary, Alberta, Canada. If the two parties are unable to agree to arbitration terms within 30 days of initial notification that a dispute exists, judgement on any arbitration award may be entered in any court having jurisdiction.

**12. ACKNOWLEDGMENT:** I, the Photographer, acknowledge that I have read and understand this agreement, in its entirety. By signing this agreement, I agree to be bound by the terms and conditions of the agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the day and date first set forth above.

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WorldWeb Representative

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Photographer

**PHOTOGRAPHER CONTACT INFORMATION**

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Province/State: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Website (if applicable) \_\_\_\_\_