

Contributor / Agency Agreement

This is your agency contract with Trigger Image Limited ("**Trigger Image**"), please read it carefully. You confirm your agreement to this contract by uploading your digital files to Trigger Image.

The following are the legal terms and conditions upon which Trigger Image acts as an agent in the licensing of your images to third parties.

Definitions

The following terms have the following meanings in this contract:

"Account" A bank account of the Contributor notified on registration into which Receipts (less Commission and Subscription Fees where applicable) will be paid by Trigger Image for licensing the Contributed Works;

"Commission" A percentage of Receipts to be deducted by Trigger Image from the Receipts in consideration for the Service as calculated in accordance with the provisions below;

"Contributed Work(s)" Any copyright works including but not limited to images, artwork and/or photographs;

"Gallery" The area of the Website to which the Contributed Works may be uploaded for display for licence on the Website by Trigger Image from the Contributor's personal account area;

"Receipts" Licence fees paid by third party licensees for licensing of the Contributed Works which includes without limitation end-user download fees paid to Trigger Image for downloading the images from the Gallery and direct licence fees or royalties paid by third party companies to Trigger Image for licence of the Contributed Works to such third party companies for application of the Contributed Works to merchandise for sale;

"Service" The service of arranging and facilitating licence of the Contributed Works to third parties via the Website or by direct licence of Contributed Works to third party companies for merchandising for application of the Contributed Works to merchandise for sale on behalf of the Contributor;

"Subscription Fee" Trigger Image's standard annual subscription fee for the Service as published from time to time;

"Website" The website at www.triggerimage.co.uk

"you", "your", "Contributor" The person or organisation which subscribes to the Service and submits Contributed Works for licence to third parties.

1) Contracting Parties

1) The contract is between Trigger Image, as agent, and the Contributor as principal.

2) Where the Contributor is an agent for the copyright owner of the Contributed Works, Trigger Image will act as a sub-agent. Trigger Image will have a contract with the agent only, and Trigger image will be entitled to assume that instructions or actions of the Contributor are authorised by the copyright owner of the Contributed Works in accordance with the Contributor's warranty below.

3) Trigger Image may vary the terms of this agreement by providing 45 days prior notice in writing to the Contributor.

2) Appointment of Trigger Image

- 1) The Contributor appoints Trigger Image to provide the Service as its non-exclusive agent to grant licenses in respect of any Contributed Work uploaded to the Gallery by Trigger Image at Trigger Image's discretion from time to time.
- 2) Trigger Image may vary or change the licenses of any Contributed Works which it forms with third parties on behalf of the Contributor at any time.
- 3) Where the Contributor is an agent for the copyright owner of the Contributed Works they warrant that the authority of the copyright owner has been obtained to enter into this contributor agreement.

3) Service

1) In consideration of the Commission and (where applicable) the Subscription Fee, Trigger Image will carry out the Service by licensing the Contributed Works which are uploaded to the Gallery from time to time on behalf of the Contributor to third parties both via download via the Website and by provision of direct license of the Contributed Works to third party companies for application to merchandise for sale for such Receipts as calculated in accordance with this agreement and by paying the Receipts (less Commission) into the Account. The Contributor supplies their Contributed Works on a non exclusive basis to Trigger Image.

2) For the avoidance of doubt, in carrying out the Service Trigger Image is granted by the Contributor the right under this Agreement to enter into licenses with third party companies (including but not limited to retailers of art and image prints) on the following basis:

a) Trigger Image may authorise such third party companies under such licenses the right to reproduce and display the Contributed Works freely on those third party companies' own websites in relation to sale of merchandise (including art and image prints) to which the Contributed Works are to be applied and sold to the public;

b) The terms of any such licenses granted by Trigger Image to third party merchandising companies will be set and varied at Trigger Image's sole discretion;

c) All royalty payments received from such third party merchandising companies to which Trigger Image licences the Contributed Works in this way relating to sales of merchandise to which the Contributed Works are applied and sold by such third party merchandising companies will be treated as Receipts for the purposes of this Agreement;

d) Trigger Image may permit such third party merchandising companies to select the Contributed Works which they wish to use on merchandise from time to time from the Gallery or via any other method Trigger Image may make available at Trigger Image's sole discretion, subject to a master licence agreement permitting use of current and future Contributed Works in consideration of license fees.

3) Under this agreement Trigger Image in carrying out the Service is authorised to:

a) Select the images from Contributed Works which it chooses to licence to third parties on behalf of the Contributor, whether via the Gallery on the Website or otherwise.

b) Add or delete Contributed Works submitted by the Contributor to or from the

Gallery or any other database of Trigger Image made available to third parties for license.

c) Choose, at Trigger Image's sole discretion, in which countries Contributed Works can be licensed to third parties on behalf of the Contributor.

d) License Images on behalf of the Contributor to third party licensees under a license as defined by Trigger Image.

e) Set licence fees or royalties for licensing the Contributors Work on behalf of the Contributor at its discretion subject to the terms of this Agreement.

f) Charge the Commission and Subscription Fees (where applicable) and to deduct these fees from the Receipts and pay the balance of Receipts into the Account of the Contributor by a means chosen by Trigger Image. This may be by cheque, Paypal or some other means.

g) License the Contributed Works in the Gallery on the Website, or otherwise via direct licence to third party companies for application of the Contributed Works to merchandise for sale by such third party companies for a standard minimum period of thirtysix (36) months from uploading to the Gallery on the Website.

h) Remove any Contributed Work from the Gallery and any other database of Trigger Image made available to third parties for license without notice.

4) Under this contract the Contributor has the right, through its subscription to the Service, to:

a) Under reasonable circumstances request removal of individual Contributed Works from inclusion in this Agreement on forty five (45) days notice, or in the case of Contributed Works used in promotional material three hundred and sixty-five (365) days notice in accordance with clause 6(2).

b) License their Contributed Works to third parties in any other way they wish.

5) All Contributed Works submitted by the Contributor via their subscription will come under this Agreement as soon as the registration process for such subscription is completed by the Contributor and they have ticked the contributor agreement box on the Website during the registration process. The registration form on the Website will be part of this agreement. The terms of this contract may be varied at any time by Trigger Image.

4) Subscription, Fees, Payment and Acceptance

- 1) Trigger Image will pay into the Contributor's Account, the following percentage of Receipts (i) based on fully automated licenses of Contributed Works downloaded directly to third party licensees from the Website and (ii) based on any other direct licence fees or royalties paid to Trigger Image under licences of the Contributed Works directly to third party companies other than via the Website for application of the Contributed Works to merchandise for sale. The remainder of the Receipts will represent Trigger Image's Commission and will be retained by Trigger Image in accordance with this Agreement:

- 50% of Receipts on licenses of Contributed Works submitted to Trigger Image where license of such Contributed Works to third parties and/or file delivery of such Contributed Works to third parties is not fully automated via the Website, but are entered into with third party companies via any other method or via sub-licensing agents.

- 50% of Receipts on licenses of Contributed Works where file delivery of such Contributed Works to third parties is fully automated via the Website.
- 2) The Contributor's subscription will be for a thirty-six (36) month period, after which the Contributor may renew the subscription for the same period.
 - 3) Contributor registration is without charge.
 - 4) Trigger Image may on 45 days notice in writing to the Contributor (which may be by e-mail) at any time change, delete or add to the subscription fees referred to on the Website or the percentage of Receipts which it pays to the Contributor under the above terms.
 - 5) The Contributor agrees that in the event that any sum is incorrectly or inadvertently credited to the contributor's Account at any time, Trigger Image may recover that sum by debiting the Contributor's Account or otherwise without seeking further authorisation from the Contributor.
 - 6) The Contributor agrees that any amounts due from the Contributor to Trigger Image under this agreement may be recovered by debiting the Contributors Account without seeking further authorisation from the Contributor.
 - 7) The above payments will not include any costs and handling charges incurred by Trigger Image but properly payable by the Contributor including without limitation: non-payment of postage of items sent to Trigger Image, import taxes charged to Trigger Image where customs values have been incorrectly entered for submissions sent to Trigger Image, and the Contributor agrees that Trigger Image may recover such costs by debiting such sums from the Contributor's Account without seeking further authorisation from the Contributor.
 - 8) Any Contributed Work accepted by Trigger Image for licensing to third parties will be at Trigger Image's sole discretion. Trigger Image shall be entitled to reject or delete any Contributed Work if Trigger Image considers that the Contributed Work in question has ceased to be sufficiently marketable or is unsuitable for any other reason.
- 5) VAT
- 1) VAT regulations will apply to payments by or to UK based third party licensees and Contributors.
 - 2) Trigger Image's VAT number is 574 2043 53.
 - 3) VAT at the standard rate will be added to payments of Receipts to Contributors based in the UK and Commission payments for Contributors based in the UK.
 - 4) The Contributor agrees to immediately notify Trigger Image if their VAT status changes.
 - 5) VAT paid to Contributors who are not VAT registered must be repaid immediately on demand by Trigger Image.
 - 6) The Contributor agrees that any monies owed to Trigger Image due to the above can be recovered by debiting the Contributors Account without seeking further authorisation from the Contributor.
- 6) Licenses with Third Parties
- 1) Each licence of the Contributed Works to a third party via download from the Website or to a third party company for application of the Contributed Works to merchandise for sale by such third party company will be formed between the

Contributor acting through Trigger Image as agent and the relevant third party licensee under such terms as Trigger Image decides in its sole discretion. Trigger Image may limit the relevant territory for each such license at its discretion and may have standard licenses which limit the license of Contributed Works to specific territories or license Contributed Works worldwide and for such purposes as Trigger Image may at its discretion permit or restrict.

2) Trigger Image may from time to time produce promotional/marketing material that is issued to prospective and existing customers worldwide. The Contributor agrees that Trigger Image will be allowed to use any of the Contributed Works for promotional/marketing purposes and if such Contributed Works are so used, the Contributor will be notified and clause 3(4)(a) will apply should the Contributor wish to withdraw that Contributed Work from inclusion in this Agreement.

3) The Contributor agrees its Contributed Works may be licensed in relation to all licensing methods envisaged in this Agreement through a sub-agent used by Trigger Image.

7) Breach of license and Third Party Licensee Defaults

1) Trigger Image has no obligation to check the character, standing or financial position of any third party licensee to whom the licence of Contributed Works is formed on the Contributor's behalf under this Agreement.

2) If such a license is breached, or any other infringement of intellectual property rights in a Contributed Work occurs by a customer the Contributor will be solely responsible for taking action against the third party licensee or infringer in question.

3) Trigger Image's only obligation in relation to third party licensees of Contributed Works is to provide information about the Contributor from its database as provided by the Contributor. Trigger Image agrees to use its reasonable endeavours to provide witness evidence in any infringement action for the Contributor. The Contributor will indemnify Trigger Image for all costs and expenses incurred by Trigger Image in relation to such action including the cost of legal advisers and others.

4) Where there are outstanding sums owed by a third party licensee for licence of the Contributed Works, the Contributor agrees that any legal fees or other expenses incurred by Trigger Image in recovering such sums may be deducted from such sums and retained by Trigger Image on collection of such sums and prior to payment of the Receipts to the Contributor.

5) If in the opinion of Trigger Image the recovery of debts of any third party licensee is unlikely to succeed Trigger Image shall not be obliged to pursue the debt, and no Receipts will be paid to the Contributor for the relevant licence.

8) Representations, Warranties and Undertakings by Contributors

1) The Contributor represents warrants and undertakes to Trigger Image the following:

a) The copyright owner of the Contributed Works is the sole owner free from any third party rights of the entire copyright and all other intellectual property rights throughout the world in the Contributed Works.

- b) Where this contract is entered into by an agent on behalf of the copyright owner the agent has the full authority of the copyright owner to enter into this contract on their behalf and to confer on Trigger Image the appointment as agent in relation to the Contributed Works provided by this contract.
- c) No other party's permission is required for the Contributor to enter into this contract or for Trigger Image to perform the Service envisaged by this contract and the Contributor warrants that it supplies all Contributed Works to Trigger Image free from any claims by third parties of any nature.
- d) During the term of this contract there will not be any restriction on Trigger Image licensing each Contributed Work to a third party licensee to the fullest extent possible and subject to such terms created by Trigger Image in its discretion, subject that Trigger Image may not purport to exclusively licence any of the Contributed Works to any third party.
- e) Contributors who have indicated that a model/property release is available which permits them to use the Contributed Works or any part of the Contributed Works must have access to that release and must be able to make the original release available to Trigger Image if it is requested by Trigger Image.
- f) The Contributor warrants that all such releases will be legally binding and authorise all uses of Contributed Works anywhere in the world including without limitation uses in relation to sensitive issues.
- g) The Contributor warrants that all information he/she gives to Trigger Image by any means concerning any Contributed Works or the copyright owner of the Contributed Works will be true and accurate and will not infringe any copyright or other intellectual property rights of any third party.
- h) Any information supplied with any Contributed Work or for use on the Website (including, but not limited to captioning, key-wording, descriptions and pseudonyms) or otherwise is accurate and does not infringe the intellectual property rights of any third party and is not defamatory or pornographic.
- i) Any information supplied for display with any Contributed Work (including but not limited to captions, keywords, descriptions, pseudonyms, agency names and descriptions) does not include information not associated with the specific Contributed Work including but not limited to contact details, web addresses, Uniform Resource Locator's (URL's) and copyright and rights management information.
- j) None of the Contributed Works or captioned information supplied by the Contributor is defamatory, pornographic or unlawful.
- k) The Contributor will not supply to Trigger Image any Contributed Work which is the same or similar to any of the Contributor's Contributed Works that have been supplied to a third party, where the supply of such Contributed Work would conflict with any exclusive arrangement between the Contributor and a third party (including, but not limited to, agencies and licensees).
- l) The Contributor will ensure that their correct name, email address and contact information is supplied to Trigger Image on registration and updated from time to time.
- m) All Contributed Works supplied to Trigger Image are available to be used free of charge by Trigger Image in promotional/marketing material designed to

promote sales of the Contributed Works and/or to enhance awareness of the Trigger Image brand or that of the individual Contributor and the Contributor hereby grants Trigger Image a royalty free worldwide licence for this purpose. Contributed Works may be used in any media format, including but not limited to print and other offline or online media, without prior consent or approval from the Contributor. Where Contributed Works are used to promote the Trigger Image brand in general Trigger Image will make reasonable efforts to provide a photo credit to the Contributor where commercially reasonable, but the Contributor understands that Trigger Image cannot guarantee a photo credit to the Contributor and will not be held liable if one is not made or is made in a different format from that requested by Trigger Image.

n) The Contributed Works comply with all Trigger Images' technical, quality, content and other criteria and requirements as set out on the Website at the time of their submission. Trigger Image reserves the right to delete any Contributed Works from the Website or any other database of Trigger Image which do not comply with any of these criteria.

o) The Contributor will keep Trigger Image fully indemnified against all losses and all actions, claims, proceedings, costs and damages (including any damages or compensation paid by Trigger Image on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of any of the above warranties or of any other obligations of the Contributor under this Agreement.

9) Obligations of Trigger Image

1) Trigger Image undertakes to the Contributor to use its reasonable commercial endeavours utilising the Service and Website and otherwise, to obtain reasonable license fees or royalties for the licence of the Contributed Works to third party licensees as envisaged by this Agreement.

10) Pricing and Promotion

1) Licence fees or royalty rates charged to third party licensees by Trigger Image for the licence of the Contributed Works will be calculated by Trigger Image at its sole discretion. The Contributor agrees that Trigger Image may sell Contributed Works without Trigger Image having to consult the Contributor. Trigger Image may vary fees as it chooses in any territory at its sole discretion.

2) Promotion - Trigger Image shall have the right to offer customers promotions on licensing Contributed Works to promote the Service without Trigger Image having to consult Contributors. For example promotions may include, but are not limited to, acquiring new third party licensees or stimulating licensing from existing third party licensees by offering discounts.

3) Where a Contributed Work has been used in a printed promotional piece by Trigger Image then the Contributor agrees that the Contributed Work in question will remain available for sale on the Website for a period of one year from the date of publication/distribution of the promotional material, unless the Contributed Work in question has been licensed exclusively for worldwide or assigned to an assignee otherwise than via the Service. This clause stands even if the Contributor terminates this contract.

4) Trigger Image shall have the right to add, amend or delete any IPTC data for Contributed Works if in Trigger Images' opinion this would be likely to increase

the sales potential for that Contributed Work.

11) Credits, Copyright Notices and Promotion

1) The Contributor and/or the copyright owner of the Contributed Works will retain all copyright and any other intellectual property rights in the Contributed Works and nothing in this agreement will assign or transfer the copyright or other intellectual property rights to Trigger Image or any other person.

2) Use of Contributed Works for editorial purposes by third party licensees of Trigger Image will be bound by their licence to credit the photographer/Trigger image or, where applicable, the agency name/Trigger Image in each display of the Contributed Works in editorial.

3) Third parties who use Contributed Works under licence from Trigger Images will be bound by their licence to credit the photographer/Trigger Image or, where applicable, the agency name/Trigger Image in each display of the Contributed Works in editorial.

4) Trigger Image cannot guarantee a photo credit will be applied, and will not be held liable if a photo credit is not used by third party licensees. Trigger Image can not guarantee if a photo credit is made that it will show the contributor name or any other information.

5) Trigger Image shall have the right, including in advertising and publicity in any media, to use the name of any Contributor to advertise and promote the system and/or the Trigger Image brand.

6) Contributors may use the Trigger Image logo in any lawful promotion or publicity without Trigger Images' prior written consent, during the term of this agreement, providing they recognise Trigger Image's rights by placing the notice "TRIGGER IMAGE and the Trigger Image logo are trade marks of Trigger Image Limited" in or on the use of such logo. Pornographic, defamatory or other unlawful use of the Trigger Image logo or other trade marks of Trigger Image including use in unsolicited electronic communications is not permitted. Trigger Image has the right to withdraw this permission if it becomes aware of any use of the Trigger Image logo or its other trade marks which it considers inappropriate.

7) Providing it is not pornographic, defamatory or otherwise unlawful the Contributor grants to third party licensees the right to alter the Contributed Images and the Contributor undertakes that the person who created the Contributed Image if different to the Contributor has waived all moral rights in respect of use of the Contributed Works by Trigger Image, its customers or any other third party licensees in accordance with this agreement.

12) Loss of Contributed Works or Failure of Website

1) The Contributor acknowledges and accepts that server downtime and lost transmissions may occur on occasions. In recognition of this the Contributor agrees that Trigger Image shall have no liability to any Contributor or copyright owner (if different) for the loss of any Contributed Work or for any deterioration or damage to any Contributed Work on the Website system, or any failure of the Website system or otherwise which causes lost licence fees or other consequential loss.

2) Responsibility for maintaining original and digital back-up copies of all Contributed Works submitted to Trigger Image is that of the Contributor alone

who will provide replacement digital copies to Trigger Image on request at any time.

3) Trigger Image shall be under no obligation to return submissions of Contributed Works made on disc or any physical medium by the Contributor.

13) Limitation of Liability

1) The Contributor acknowledges and accepts that the following terms reflect a fair allocation of risk between the parties. This agreement sets out the entire liability of Trigger Image to the Contributor and all other liability of Trigger Image to the Contributor is hereby excluded, subject that nothing will exclude or restrict Trigger Image's liability for fraudulent misrepresentation and/or for death or personal injury to the extent that such injury results from Trigger Image's negligence.

2) Subject to clause 13(1) above, the Contributor agrees that Trigger Image's total liability under these terms and conditions will not exceed the sums actually paid by Trigger Image to the Contributor relating to the Contributed Works in the 12 months prior to the action or omission giving rise to the alleged liability.

3) In no event will Trigger Image be liable to the Contributor whether in contract, tort, by statute or otherwise for any special, indirect or consequential loss or damage arising out of or in connection with the licensing of the Contributed Works to third party licensees on the Contributor's behalf, including without limitation: loss of business and/or goods, loss of goodwill, loss of profits, loss and/or corruption of data and/or damages awarded against the Contributor as a result of legal proceedings by any third party in relation to the Contributed Works, including any claim that the Contributed Works infringe the intellectual property rights of any third party.

4) Trigger Image will not be liable to the Contributor for any acts, omissions or failures of third party sub-contractors or sub-agents used by Trigger Image in the distribution of Contributed Works to third party licensees (if any).

14) Termination

1) The Contributor may terminate this contract:

a) On 45 days prior notice to Trigger Image after the standard thirty-six (36) month contract period expires and prior to a new contract being entered into. Subject to clauses which are expressed to survive termination.

b) Immediately by written notice to Trigger Image if Trigger Image is in material breach of any provision of this contract having failed to comply with a 30 days' notice in writing from the Contributor requiring Trigger Image to remedy such breach.

c) If Trigger Image enters into insolvent liquidation.

d) If Trigger Image ceases to carry on its business of operating the Service.

2) Trigger Image may terminate the contract immediately on written notice to the contributor if:

a) The Contributor is in material breach of any provision of this contract having failed to comply with a 30 days' notice in writing from Trigger Image requiring the Contributor to remedy such breach.

b) The Account of the Contributor is credited with Receipts in amounts totalling less than GBP£10 in any 12 month period during the term of this contract.

c) No Contributed Work submitted by the Contributor has been the subject of a licence fee or royalty payment from third party licensees for a period of 12 months.

d) It decides to terminate its operation of the Website and associated system.

3) Trigger Image may terminate this contract at any time for any reason on giving 6 months' written notice to the Contributor.

15) Consequences of Termination

1) On termination of this agreement for any reason, Trigger Image shall:

a) delete from the Gallery on the Website and the Contributor's personal account on the Website and any other database of Trigger Image each

Contributed Work provided by the Contributor in respect of this contract;

b) cease to grant licenses for the Contributed Works so deleted (but without prejudice to any licences already granted before termination which will remain in force);

c) continue to pay into the Contributor's Account Receipts in respect of licenses granted before termination;

d) not return to the Contributor any data, of whatever kind, relating to a Contributed Work or any Contributed Work itself.

2) Trigger Image may at its discretion, without terminating this contract in relation to the Contributor's other Contributed Works, delete any individual Contributed Work(s) which has not been licensed during such period as Trigger Image may determine. For the avoidance of doubt, the deletion of Contributed Works from the Gallery by Trigger Image at its discretion does not constitute notice of termination of this Agreement.

3) The Contributor undertakes for himself/herself and on behalf of the copyright owner of the Contributed Works (if different) that following termination no licence or disposal will be granted which conflicts with any licence granted during the period of this contract by Trigger Image.

16) Entire Agreement

Trigger Image and the Contributor acknowledge that this contract constitutes the entire agreement between them with respect to the subject matter hereof and supersedes any prior agreement or arrangement.

17) Notices

Any notice under this agreement can be sent electronically to the email provided by the Contributor at registration and by Trigger Image on the Website. After 48 hours the notice will be deemed to have been served.

18) Choice of Law

This contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts. The English language version of this contract shall be the definitive one in the event of any dispute.