



GRANT AGREEMENT

TO BE COMPLETED BY THE PRINCIPAL INVESTIGATOR OF THE PROJECT

November 27, 2019

DATE

I, Yi-Chin Tseng

NAME OF PRINCIPAL INVESTIGATOR

Principal Investigator of Avifauna in Arctic Tundra: Acoustic Monitoring of Migratory Birds in Northeastern Siberia

TITLE OF PROJECT

grant number EC-KOR-53792R-18 the "Grant", in the amount of \$5,300 in consideration of having a portion or all of the expenses of the expedition or scientific project (the "Project") paid by the Foundation— as hereinafter defined, I hereby agree as follows. I agree to use the grant funds strictly in accordance with the budget attached to my grant proposal; any material deviation from such budget must be approved in writing by the Foundation's Program Officer. Any grant monies not expended in accordance with the budget and in furtherance of the Project shall be returned promptly to the Foundation. The "Foundation" collectively and separately refers to the National Geographic Foundation for Science & Exploration - Asia and the National Geographic Society, their parents, subsidiaries, successors, assigns, affiliates, and licensees.

1. REPORTS AND FINANCIAL ACCOUNTING.

(a) I agree to provide to the Foundation report(S) to document the Project covered by this grant. I will submit a preliminary report within (1) month of the completion of the project for a season and my final report(s) within six (6) months after completion of the Project. Given these parameters, I anticipate that I will submit my report(s) on or before the following date(s):

Preliminary: 01/01/2020 Final Report: 06/15/2020

If I am unable to meet this schedule I will contact the Foundation to arrange an extension;

(b) I agree to include a project results summary with each report I submit to the Foundation and likewise permit the Foundation to post the project results summary on the National Geographic Society-branded World Wide Web site free of charge. I realize that my project results summary may be edited for length and style;

(c) I agree to advise the Foundation of any scientific publications that arise out of or relate to the Project;

(d) I agree to submit a full financial accounting within six (6) months after completing the Project covered by this Grant. Given these parameters, I anticipate that I will submit my accounting on or before the following date:

06/15/2020

If I am unable to meet this schedule I will contact the Foundation to arrange an extension.

2. GRANT OF RIGHTS.

(a) **RIGHTS GRANTED.** I grant the Foundation on a fee free basis, the right to publish, present or otherwise exploit accounts of the Project or information about the Project. I further grant the Foundation the right to use all Media

Assets, (defined in Section 3, below), created by me or my team for the Project in any NGS Product. A "NGS Product" means any product or service created, commissioned or ordered by the Foundation in furtherance of its non-profit activities, which may be distributed in whole or in part, worldwide, in all languages, in all media and in the promotion thereof, in any media or format, including institutional promotion. Such NGS Products include, but are not limited to: digital and social media, educational materials and services, exhibits at nonprofit venues, including National Geographic Headquarters, lectures, materials created for NGS fundraising, informational brochures, and reports for Foundation donors and members.

I further grant a first exclusive option to National Geographic Partners, LLC, ("NGP"), the commercial media and consumer-facing arm of the Foundation, to publish, present or otherwise exploit accounts of the Project, including all Media Assets (as defined in Section 3 below) created by me or my team for the Project, in any NGP Product on a fee-free basis, except for the uses described in Exhibit D, which shall be defined as "NGP Paid Rights". "NGP Product" means any product or service created, commissioned or ordered by NGP which may be distributed in whole or in part, worldwide, in all languages, and in all media and in the promotion thereof, in any media or format, including institutional promotion. NGP shall have the right to exercise its exclusive option for a period beginning on commencement of the work under the Grant Agreement through the date of submission of your final report and all Media Assets from the Project and ending ninety (90) days thereafter (the "Exclusive Period"). If NGP fails to exercise its option within the Exclusive Period, its rights shall become non-exclusive and you will be free to offer such projects and Media Assets to other parties.

Exception to Grant of Rights and Exclusivity Period: The rights granted to the Foundation or NGP herein do not prevent you from writing articles about the Project for any academic journal or including information about the Project in any thesis or dissertation provided that you notify the Foundation of any such pending publication so that any news announcement, about such academic article might be coordinated with the Foundation.

(b) COOPERATION. If I am requested to do so, I will cooperate with the Foundation in the preparation of an NGS Product or NGP Product containing an account of the Project. My cooperation will also include being available for consultation at no fee, and providing the Foundation with the names, addresses and telephone numbers of all persons who participated in the Project, whether or not listed on the initial grant application. I also will make my research available to the Foundation for review and inclusion into any of its works.

(c) COMPENSATION. To the extent the Foundation asks me to draft or participate in the creation of an NGS or NGP Product, you will be paid at the Foundation's customary rates for such work including customary credit for such work. The rights to any such work, including copyright and world publication, transmission and broadcast rights, will belong exclusively to the Foundation. The Foundation shall have the right to edit my text and other work product for accuracy and style as well as add to my work product.

3. MEDIA ASSETS. I agree to turn over to the Foundation for review all media assets, including photographs, maps, uncompressed map files, footage, audio files, natural sound, recordings, 2D or 3D models, virtual reality assets (stitched and unstitched) and any other type of media asset related to the Project, which may exist in any media or format (collectively referred to as "Media Assets") which I or any other Project member may take on or create during the Project, if any such Media Assets are created. When I or a team member turn over Media Assets, I will include the following metadata at a minimum: Date, Creator, Location and Content Description. I also agree to acquire Personal and Location releases, in the form attached as Exhibit B and Exhibit C for each person and location that is included in the Media Assets. I submit my preliminary report to my program officer (within thirty (30) days following completion of my project). On the date that I file my final report, I will also submit the Media Assets and Personal and Location releases to impactmedia@ngs.org.

The Foundation may crop any photographs from the Project and edit footage for time. It shall also have the right to adapt, arrange, rearrange, add to or subtract from the Media Assets, and to combine them with any other materials, music or recordings, and I hereby waive any "droit moral" (moral right) or similar right, to the greatest extent permitted by applicable laws.

4. FOUNDATION NAME. I agree that in any agreement I reach with a third party to publish or broadcast any materials or text or commentary about the Project, the third party will acknowledge the Foundation as a sponsor of the Project ("Materials"), but, unless the Foundation otherwise agrees in writing, will otherwise be prohibited from using or displaying the name or trademark of the Foundation or any of its affiliate company; provided that I am permitted to allow such third party to publish a brief, unobtrusive statement concerning me as the scientist, researcher, photographer or writer and to describe me as a "Foundation grantee". In no event shall the name or trademark of the Foundation or any of its affiliate company or any Foundation publications be used for any advertising or promotional purposes in connection with the publishing of the Materials by third parties as allowed by this grant.

5. PROJECT MEMBERS. I agree to bind all members of the Project to the terms of this agreement, including but without limitation, granting the Foundation specified rights in the Project and Materials created on the Project and releasing the Foundation and its parent and subsidiaries from any liability for injury to any person or property arising out of the Project. To this effect, I agree to obtain from each Project member, before receipt of my grant, an executed Project Member Agreement in the form attached as Exhibit A to this agreement. I and the Project members agree to follow the Social Media policy of the Foundation. Included in the grant materials.

6. NEWS AND OTHER THIRD PARTY MEDIA REQUESTS. During and after the expiration of NGP's Exclusive Period, I agree to notify the Foundation of any third party media requests to provide news or information concerning the Project in any newspaper account or other publicity or in any popular technical articles that may be published on the Project. I will take all necessary steps to ensure that proper acknowledgment is given to the Foundation as funder of the Project. If a third party media request arises during the Exclusive Period, I may request a waiver of the option for the particular opportunity. I will contact my program offices to request any waiver.

7. EMBARGO. As long as the Foundation maintains an embargo, I will not directly sell or license any Material, or any text account or oral account of the Project, for publication to *Lide a Zeme* (Czech Republic) or *Airone* or *Airone Jr.* magazines (Italy).

8. LIABILITY RELEASE. I understand that neither the Foundation nor its subsidiaries or affiliates assume any responsibility for my health, safety or property or that of any person accompanying or assisting me, and I specifically release the Foundation and its subsidiaries and affiliates from any responsibility for loss or damage to my person or personal property arising out of the Project or the preparations therefor.

9. PERSONAL RELEASE. The Foundation may use my name, voice, likeness and biographical material, or that of any member of the Project, in connection with any NGS Product and/or any NGP Product; and may use my name, voice, likeness, and biographical information for advertising, publicity and promotion in connection with the Project and any products describing the Project, and for institutional purposes, but not as an endorsement for any product or service. I specifically agree that this release affords the Foundation the right to feature me in any NGS or NGP Product. Upon final execution of this Agreement, I agree to provide the Foundation with a still photograph of me ("Head Shot") for such use, and grant to the Foundation a non-exclusive, worldwide, perpetual license to reproduce, distribute and display the Head Shot as described herein. I covenant, represent and warrant that I am either the copyright owner of the Head Shot or own sufficient rights in the Head Shot to make the grant of rights above.

10. WARRANTIES. I warrant and represent that: (a) I am ready, able and willing and will render services in accordance with the terms and provisions of this grant and will comply with all the terms and provisions of this grant; (b) except as otherwise disclosed to the Foundation in writing, all Media Assets I prepare will be original with me; (c) the Foundation will not incur any liability or obligation, financial or otherwise to any third party based on the creation, production and use of the Media Assets or other works of mine or Project members in relation to the Project; (d) I will not enter into any other commitments which will in any way conflict with or adversely affect my performance under this grant; (e) in conducting the activities covered by this grant, I will act at all times in accordance with all applicable laws and regulations; and (f) I will fully indemnify the Foundation and its subsidiaries or affiliates for any losses or damages resulting from my violations of any applicable laws and regulations or breach of any of my obligations, agreements, or warranties hereunder.

11. LAW AND VENUE: This agreement shall be governed in all respects by the laws of the District of Columbia, excluding its conflict of laws. Any dispute arising out of, under or in connection with this agreement or grant shall be submitted to mediation in the District of Columbia under the supervision of a mutually agreed upon mediator, preferably a former federal judge. In the event that mediation fails to settle such a dispute, the parties agree that they will proceed to JAMS arbitration in Washington, D.C. pursuant to the then existing rules of the JAMS before a mutually selected single arbitrator, preferably a former federal judge. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. Each party retains the right to obtain judicial assistance: (1) to compel arbitration; (2) to obtain interim measures of protection pending or during arbitration; and (3) to enforce any decision of the arbitrator, including the final award.

12. RELATIONSHIP. Nothing herein shall be deemed to create an association, partnership or joint venture between me or the other members of the Project and the Foundation hereunder. It is specifically understood that I will organize the Project as an independent contractor without any right to bind the Foundation in any way, and that any and all obligations incurred by me in connection with the Project will be at my own risk without obligation of any kind on the part of the Foundation except as expressly stated in this agreement.

13. TAX MATTERS. I agree that I will review the enclosed information regarding U.S. and/or Korean tax obligations associated with the payment(s) I will receive from the Foundation and will provide the Foundation with any required documentation prior to receipt of payment(s) from the Foundation. I understand that in order to comply with U.S. and/or Korean tax reporting and withholding requirements, the Foundation will rely on the information that I provide on Internal Revenue Service forms or other tax certification forms and I agree to inform the Foundation within thirty (30) days of any material changes to the information that I provide. I acknowledge that I have been advised by the Foundation to consult with my own tax advisor in connection with my tax liability and reporting obligations I will be solely responsible for any and all of my tax liabilities and reporting obligations, in whichever jurisdiction I am responsible for filing and paying, and acknowledge that the Foundation has no liability or obligation in this regard.

14. ASSIGNMENT. This agreement is personal to me and I may not assign the rights or delegate any of the duties described herein to a third party without the prior written consent of the Foundation. The Foundation may assign or license any rights under this agreement to a subsidiary or licensee, or to any third party so long as the product or publication bears a National Geographic trademark and is subject to the Foundation's Editorial Control. For purposes of this agreement, "Editorial Control" means the right to review, formulate standards for, or to exercise a veto over the appearance, text, Use or promotion of the product.

15. NO OBLIGATION TO PUBLISH. The Foundation shall have no obligation to exercise any or all of its rights hereunder, and the Foundation shall have fully discharged its duties hereunder by paying the grant referenced in this agreement.

16. CERTIFICATION. By countersigning this agreement, I certify that my organization does not and will not promote or engage in violence or terrorism, nor will my organization make subgrants or other payments to any entity that engages in such activities.

17. U.S. FOREIGN TRADE CONTROLS. By countersigning this agreement, I acknowledge that I am aware of, and agree to comply fully with, U.S. foreign trade controls that govern travel to, and transactions with, countries such as Cuba, Iran, Sudan, Syria, North Korea and other U.S.-sanctioned countries, including any such controls that may be imposed in the future during the period of the grant. Specifically, I acknowledge that I am aware of and agree to comply with the regulations of the U.S. Department of the Treasury governing travel to and trade with countries subject to U.S. economic sanctions (31 Code of Federal Regulations Parts 500-598) and also with the Export Administration Regulations of the U.S. Department of Commerce (15 Code of Federal Regulations Parts 730-774). I also agree that, before any funds are disbursed under this grant, I will provide the Foundation with copies of any authorizations from the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") necessary to carry out the grant, or copies

of correspondence from OFAC confirming that no specific authorizations are necessary. I also represent and warrant to the Foundation that in seeking authorizations from OFAC and/or confirmation that no such authorizations are necessary, I fully disclosed the nature of the grant and its participants and identified the Foundation as a source of funding. I also agree that I will keep all necessary records to show that I have complied with U.S. foreign trade controls. Finally, I acknowledge that I have been advised by the Foundation to consult with my own legal counsel in connection with my obligations under U.S. foreign trade controls.

18. COMPLIANCE WITH ETHICAL BUSINESS PRACTICES. I represent, warrant and covenant, as of the Date of this Agreement and as of each date that an invoice for Services or related expenses is submitted to Foundation, as follows.

- a. **Compliance with Anti-Corruption Laws.** I will at all times comply with all applicable laws and regulations governing bribery, money laundering, and other corrupt practices, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, and any laws that have similar global application. Neither Principal Investigator nor any of Principal Investigator's officers, directors, employees, associates, subcontractors, representatives or agents, nor anyone else acting on Principal Investigator's behalf will, directly or indirectly, offer, give, pay, promise to pay, or authorize the payment of any bribes, kickbacks, influence payments, or other unlawful or improper inducements, in whatever form (including gifts, travel, entertainment, contributions, or anything else of value), to any public official, commercial counterparty, or other recipient. Principal Investigator will ensure that any person who will perform the Services is aware of and complies with the obligations of this sub-paragraph.
- b. **No Undisclosed Government Ties.** Except as disclosed in an attachment to this agreement, no person involved in the provision of the Services, including the Principal Investigator, is a government official, employee of a government or government instrumentality, officer or employee of a state-owned or controlled enterprise, candidate for political office, political party official, or official or employee of a public international organization.
- c. **Anti-Harassment.** I must: exercise the highest standard of ethical conduct in the performance of this Agreement, as set forth in the Society's Code of Ethics <https://www.nationalgeographic.org/ethics/>; comply with the Society's policy against harassment and discrimination (including strict avoidance of offensive and demeaning behavior in any form) as well as the policy against bribery and corruption (hereinafter "the policies"). Any potential violation of the Society's ethical standards or the policies must be reported to the Society immediately through the Ethics Helpline (888) 647-0647 (888-NGS-0-NGS), or EthicsNGS@getintouch.com, or intouchwebsite.com/NGS, or via another reporting avenue (including your NGS program officer) as set forth under the Code of Ethics provisions for Addressing Concerns – Reporting Violations. The Society fully reserves the right to terminate this Agreement as a result of any failure to comply with the requirements set forth in this paragraph
- d. **Record of Payments; Audit.** I will make any third party payments in connection with this Agreement in a manner that creates an accurate record of such payments and will accurately record such payments in Principal Investigator's books and records. Whenever reasonably possible, I and any person or entity that will perform the activities will make all payments relating to this Agreement by check, wire transfer, credit card or any similar method that creates an external record of the transaction and will avoid making such payments in cash. Foundation will be permitted, at its own expense and upon reasonable notice, to audit the books and records of Principal Investigator with respect to transactions relating to this Agreement. I will cooperate fully with any and all audits and related training by Foundation.

e. **Obligations To Report And Update.** Principal investigator will promptly report to Foundation any fact or occurrence that renders inaccurate or misleading any representation, warranty, covenant or undertaking in this paragraph section.

f. **Right to Terminate.** The Foundation may terminate this agreement if I breach any of the above representations and warranties or if the Foundation learns that improper payments are being or have been made by me. Further, in the event of such termination, I shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination, and I shall be liable for damages or remedies as provided by law including recovery by the Foundation of any grant funds expended in violation of this paragraph.

19. HEADINGS. The headings at the beginning of each paragraph hereunder are for reference only and shall not affect the meaning or construction of this agreement.

20. COMPLETE AGREEMENT. This document constitutes the entire agreement between me and the Foundation, and its terms cannot be altered except by an instrument in writing signed by me and a duly authorized representative of the Foundation.

21. EXHIBITS. The attached Exhibits are incorporated into this Agreement:

- (a) Exhibit A -- Project Member Agreement
- (b) Exhibit B—Form of Personal Release
- (c) Exhibit C—Form of Location Release
- (d) Exhibit D – NGP Paid Rights Schedule

My signature below indicates my acceptance of, and agreement to, the above terms.

PRINCIPAL INVESTIGATOR

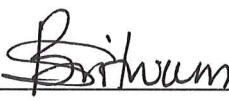
Yi-Chin Tseng
NAME OF PRINCIPAL INVESTIGATOR



SIGNATURE OF PRINCIPAL INVESTIGATOR

WITNESS

Stella Britwum Acqualah
NAME OF WITNESS



SIGNATURE OF WITNESS

DATE 2019. Nov. 28

EXHIBIT B--PERSONAL RELEASE FORM

I, the undersigned, authorize National Geographic (National Geographic Partners, LLC, National Geographic Society, or NG Studios, LLC) parents, affiliates, subsidiaries, licensees, agents, representatives, officers, directors, employees, successors and assigns ("NG") to make use of my appearance in the project currently entitled, Avifauna in Arctic Tundra: Acoustic Monitoring of Migratory Birds in Northeastern Siberia ("Project").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree that NG may film and/or photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), in connection with my appearance. I understand that NG will be the sole owner of the results and proceeds of such filming, photographing and recording ("Materials") with the exclusive right, throughout the world, including copyright, to use and to license others to use all or any portion of the Materials, whether in connection with the Project or otherwise. NG is not obligated to use the Materials in the Project.

I further agree that NG may use and license others to use the Materials, my name, voice, likeness, mannerisms, characteristics and any other biographical material concerning me for promotion, advertising, sale, re-creations of events in connection with the Project or otherwise throughout the universe, in all media, now known or hereafter devised, in perpetuity. I further represent that any factual statements made by me during my appearance are true, to the best of my knowledge, and that neither my appearance nor any statements made by me will violate or infringe upon the rights of any third party.

I waive any right of inspection or approval of my appearance, including any Materials related to my appearance in the project. I acknowledge that NG will rely on this permission, potentially at substantial cost to NG, and I agree not to assert any claim of any nature whatsoever (including any claims for injunctive relief or money damages, all of which I hereby knowingly waive) against anyone relating to the exercise of this permission or to the use of the Materials by NG, or with the consent of NG.

I agree to release, defend, indemnify and hold NG harmless from any and all claims, demands, costs (including outside attorneys' fees) and causes of action of any kind or nature whatsoever now and in the future, including without limitation defamation, bodily harm, infliction of emotional distress and invasion of privacy, arising out of or in connection with my appearance, statements or actions in or in connection with the project.

I agree not to issue any press releases or other public statements, or speak to the press about the project or my involvement in the project without NG's prior written permission.

I am 18 years of age and competent to contract in my own name.

PLEASE PRINT

Name: _____ Signature: _____ Date _____

Address: _____ Tel: _____

E-Mail: _____

If the subject is a minor, I warrant and represent that I am the parent or legal guardian of the minor. If the subject is illiterate, third party witness please sign below:

Name: _____ Signature: _____ Date _____

Address: _____ Tel: _____

E-Mail: _____

Circle one: Father Mother Guardian Witness
Grant #EC-KOR-53792R-18

EXHIBIT C--LOCATION RELEASE FORM

Location: _____

Date(s): _____

Assignment: Avifauna in Arctic Tundra: Acoustic Monitoring of Migratory Birds in Northeastern Siberia

NG Agent¹ _____

1. I hereby grant to National Geographic, (NG)² and NG Agent (and warrant that I am entitled to so grant) the right during the Period to enter upon the Location and to photograph and record all or any part of the interior, the exterior and the contents of the Location ("Images")³ and for such purpose to bring onto and into the Location such persons and equipment as NG may deem appropriate.
2. All rights in the Images made or taken by NG at the Location shall vest in NG, and NG shall be entitled to use and re-use, publish and re-publish, modify or alter, and copyright images of the Location that were taken on the Date(s). NG may use and authorize others to use the Images for editorial, commercial, trade, advertising, and any other purpose in any medium now existing or subsequently developed, worldwide, in perpetuity. NG shall be entitled to refer to the Location by its true name or by a fictitious name or not to refer to the Location by name and shall have no obligation to include any or all of the Images in publication or product related to the Assignment. I waive my right to inspect or approve any editorial text or advertising copy that is used in connection with the Images and release and discharge NG and authorized third party users from any and all claims arising out of use of the Images for the purposes described above, including any claims for misappropriation of property. In addition, neither I nor any other party having an interest in the Location, shall have any claim or right of action for injunctive relief and/or money damages against NG or NG's Agent arising out of any use of the Images. As NG has editorial control of the production process, NG agrees that it will not use the Images to defame or show the Location in a false light. NG shall use reasonable care to prevent damage to the Location and shall indemnify you should any damage be caused to the Location by the negligent act or omission of NG or its agents, employees or invitees.
3. I agree to maintain confidentiality regarding the Assignment, unless information regarding the Assignment is otherwise publicly available, and I agree not to disclose any information about the Assignment, including any press releases or other public statements, without prior written consent from NG.
4. The parties agree that they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, through a process of mediation in Washington, D.C. under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle such a dispute, the parties agree to proceed to binding arbitration in Washington, D.C. pursuant to the then existing rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. In the event of arbitration, the non-prevailing party will be responsible to pay all costs of arbitration, the prevailing party's reasonable attorney's fees, costs and other disbursements, plus legal interest on the award.
5. This Agreement shall be freely assignable by NG to a wholly owned subsidiary or affiliate of NG.

Kindly indicate your acceptance of the foregoing by signing and returning to us the enclosed duplicate of this Agreement.

Date _____

Signature _____

Street Address (if different than Location) _____

Print Name _____

City, State, Zip _____

Telephone/email _____

Grant # EC-KOR-53792R-18

¹ NG Agent means the photographer or videographer or other person or entity photographing or recording the Location.

² National Geographic means the National Geographic Society and its affiliates, subsidiaries, any company or person that NG gives rights to and licensees of the company or person.

³ Image means all photographs, film, or other recordings taken of the Location.

EXHIBIT D – NGP PAID RIGHTS SCHEDULE

"NGP Paid Rights" means any and all combinations of any of the following, for which additional compensation shall be applicable:

- i. Use of any Media Assets in the print version of any non-English local language edition(s) of NGM ("Non-English Edition Publication Rights").
- ii. Use in or in connection with any television program (in whatever form television now takes or hereafter exists, including, without limitation, online streaming and direct over-the-top or pay-per-view services) ("Television Rights").
- iii. Use in or in connection with a feature film (as that term is commonly understood) ("Film Rights").
- iv. Use of the Media Assets where, at the direction or request of a third party sponsor or advertiser, the name, mark, or logo of the third party sponsor or advertiser is directly attached or affixed to the Media Assets ("Sponsor-Tagged Assignment Material Rights").
- v. Publishing or causing publication of a book (print or digital) that (A) identifies Grantee as the author or whose main focus is Grantee's work and (B) is comprised fifty percent (50%) or more of still images, audio and/or video that Grantee has produced under any combination of current or past photographer's assignment agreements ("Compilation Book Rights").
The 50% figure applies to the total number of items used as a percentage of the total number of items included, not the length, size or duration of the items. For example, if an e-book is comprised of a total of 50 still photos and 10 video clips, of which 30 still photos and 1 clip are from Grantee agreements, such e-book would be considered an exploitation of Compilation Book Rights. NGP agrees that it shall advise Grantee in writing of any plans to exploit any of the Compilation Book Rights.
- vi. Use in the creation of an NGP Consumer Product i.e. merchandising ("Consumer Rights").
- vii. Use in connection with an NGP branded exhibit that is licensed to a third party for NGP commercial gain or NGP branded exhibits that involve a fee paid by a consumer for access to the exhibit ("Exhibit Rights").
- viii. Use in a print periodical that is (i) not currently an NG Content Platform (as defined herein) as of January 1, 2017; (ii) that is published more than two (2) times per year; and (iii) is sold on newsstands ("New Periodical Rights") NG Content Platforms" means any and all media platforms and businesses owned and operated by NG and/or branded "National Geographic," including but not limited to: National Geographic Magazine, National Geographic Traveler Magazine, National Geographic Digital, National Geographic Channel, National Geographic Expeditions, National Geographic Wild, www.nationalgeographic.org, www.nationalgeographic.com (and all other associated websites), NG Consumer Products and any and all NG-operated or controlled social media accounts. It also includes Soft

Branded (meaning acknowledgement as Society as sponsor without inclusion of any Society trademark) media platforms and businesses

Additional Compensation For Use of NGP Paid Rights:

- i. **Non-English Edition Publication Rights:** In the event that any of the Non-English Edition Publication Rights in any still photograph are exploited, NGP shall pay additional compensation at the Local Language Page Rate at the time of use.
- ii. **For Exploitation of Television Rights:** In the event that any Media Assets are exploited as Television Rights, Grantee shall receive a license fee on an "as and when used" basis at fifty percent (50%) of the applicable materials license rate for each use (and taking into account the length of the video segment used) at the time of such use.
- iii. **For Exploitation of Film Rights:** In the event that any Media Assets are exploited as Film Rights, Grantee shall receive a license fee on an "as and when used" basis at fifty percent (50%) of the applicable materials license rate for each use (and taking into account the length of the video segment used) at the time of such use.
- iv. **For Exploitation of Sponsor-Tagged Assignment Materials Rights:** In the event that any Media Assets are exploited as Sponsor-Tagged Assignment Materials Rights, Grantee shall receive a fee on an "as used and when used" basis at one hundred percent (100%) of the applicable sponsor-tagged materials rate for each use at the time of such use..
- v. **For Compilation Book Rights:** If NGP desires to publish a book that exploits the Compilation Book Rights, NGP shall enter into a separate agreement with Grantee with respect to such book which the parties shall negotiate in good faith.
- vi. **For Exploitation of Consumer Rights:** In the event that any Media Assets are exploited as Consumer Rights, Grantee shall receive a license fee on an "as and when used" basis at fifty percent (50%) of the applicable sales or royalty rate for each use.
- ix. **For Exploitation of Exhibit Rights:** If NGP desires to exploit the Media Assets as Exhibit Rights, Grantee shall receive a license fee on an "as and when used" basis at fifty percent (50%) of the applicable usage rate for each use.
- x. **For Exploitation of New Periodical Rights:** If NGP desires to exploit the Media Assets as New Periodical Rights, Grantee shall receive a fee on an "as and when used" basis at fifty percent (50%) of the applicable materials license rate for each use

For clarity, NGP Paid Rights does not include the right to license any individual Media Asset to third parties as "stock".