



## VIDEOGRAPHER AGREEMENT

This Agreement (“Agreement”) is between I Am On Location (IAOL), Inc., with its principal place of business at 18930 Bothell Everett Hwy, F302, Bothell, WA, United States and the undersigned individual or entity (“you”) (collectively, the “Parties”), and includes the Commercial Terms and Standard Terms and Conditions set forth below. Capitalized and underlined words represent defined terms. All references to “IAOL” in this Agreement means I Am On Location, Inc. and, where the context implies, each of the entities controlling, controlled or under common control with I Am On Location, Inc. 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 IAOL (“Accepted Content”). This Agreement supersedes and cancels all previous agreements you have entered with IAOL 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. This is a lengthy document and it contains many important provisions that affect your rights and obligations. Once you have accepted this Agreement, it becomes a binding legal agreement between you and IAOL. You should print a copy of the Agreement for your records.

### TERMS

- Exclusivity:** All content submitted to IAOL is on a Content Exclusive basis. This means that Content submitted to IAOL and any other content that is substantially the same (a “Similar”) may not be licensed to any third party unless IAOL notified you that it has been rejected. In addition, you must submit exclusively to IAOL any and all Content that you have taken on assignment for or as a representative of IAOL.
- “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 periods. You or the Company may terminate this Agreement without cause at any time by providing 14 (fourteen) days written notice.
- Royalty Rate:** 50% on spec assignments; 25% + \$60 for non-exclusive paid assignments; 80% on exclusive paid assignments

### SECTION 1. RIGHTS AND ROYALTIES

**1.1 License Grant to IAOL:** You grant IAOL a worldwide, exclusive right, into perpetuity license 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 IAOL. 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.

**1.2 Types of Content:** This Agreement will apply to the following types of content (the “Content”): (a) photographs, other still visual representations (“Still Image(s)”); (b) moving visual content in any form including, film, video tape, digital files, and clips (“Footage”).

**1.3 Royalties.** For royalties calculated according to the table, royalties are paid on Gross License Fees and are based on the type of Accepted Content, license model and/or Collection through which Accepted Content is actually licensed. “Gross License Fees” means (a) the amount charged by IAOL or a Distributor to each of their Clients (or the amount charged by IAOL 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 VAT, duty, levy or impost of any nature required to be withheld, deducted or paid by IAOL from any current or future sums due to you by any law, regulation, or treaty (excluding: (a) any taxes on the net profits of IAOL or any Distributor; and (b) any withholding taxes imposed on remittances to IAOL from countries outside of the United States); (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”).

**1.4 Royalty Deductions.** IAOL 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 IAOL; (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; (d) amounts that may be deducted or withheld in accordance with the Section 2.2 Indemnification. If IAOL has not notified you of any Royalty Deduction within 1 year after it has been incurred, IAOL waives the right to recoup it.

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

**1.6 Right to Control Claims.** IAOL 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 IAOL 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 IAOL and Distributors and not to unreasonably withhold or delay your cooperation in these Claims. IAOL 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. IAOL will pay you Royalties on any settlements it receives from Claims. If IAOL elects not to pursue a Claim, you will have the right to pursue it.

**1.7 Use of Accepted Content by you.** On a non-exclusive basis, you may use IAOL Accepted Content and any “similar” for promoting or documenting you and your work, provided that these uses do not compete with or limit the rights granted to IAOL under the Agreement.

**1.8 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. IAOL 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 IAOL that contain multiple items of Accepted Content and/or other Content. Either you or IAOL on behalf of you may register the copyright in any Accepted Content with the relevant copyright authority.

**1.9 Credit and Moral Rights.** Using the credit line supplied by you, IAOL 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 IAOL, 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 IAOL that: (i) you are the sole and exclusive owner of the Content submitted to IAOL or are the authorized representative of the applicable copyright owner(s) of such Content; (ii) Content submitted to IAOL, to the best of your knowledge after due investigation and prior to modification or re-captioning by IAOL, 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 IAOL; and (v) you are not on the US Department of Treasury’s List of Specially Designated Nationals.

**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 Indemnatee shall cooperate fully in defending or settling such claim, provided that Indemnitor may not settle without Indemnatee's prior written consent, which shall not be unreasonably withheld. You agree that IAOL may retain any amounts due to you under the Agreement or any other agreement you may have with IAOL to the extent IAOL is owed any sum under this Section 2.2.

**2.3 Responding to Alerts.** If you choose to respond to any alert of an incident, by IAOL or any other source, you are doing so at your own risk, and at your own choice, and IAOL is not responsible for any damages or injuries, as a result.

**2.4 Limitation of Liability.** IAOL 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, IAOL shall not be liable to you under any circumstances arising out of the misuse of Content by any third party. IAOL shall not be liable for any loss or damage to any Content, storage device or other materials submitted to IAOL, and you are required to provide or maintain your own backup files for any

### **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 60 days after being given notice thereof by the non-breaching Party; or (b) becomes insolvent or suffers any act of insolvency. Also, if IAOL 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 14 days following the date of your notice of termination.

**3.2 Survival of Unexpired Licenses.** Following termination of the Agreement, all 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 exclusive licenses. IAOL and Distributors will continue to have the licensing right to your Accepted content with no break in the licensing period (into perpetuity).

**3.3 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, 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 IAOL to continue exploiting certain Accepted Content taken at an Editorial Event and certain Footage under Section 5.5 and Section 6.2, respectively. Payments as per this agreement shall continue beyond the cancelling of this agreement.

## **SECTION 4. INDEPENDENT CONTRACT VIDEOGRAPHER.**

**4.1 Fees and Expenses.** Upon the termination of this Agreement, the Videographer / Contractor shall only be entitled to the accrued and earned portion of his/her fee and to reimbursement of expenses which were incurred before the termination becomes effective and which have been approved for reimbursement.

**4.2 No Employee Benefits.** The Contractor shall not be eligible to participate in any of the Company's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs while a contractor however, upon becoming an employee, and when benefits are available, they shall be made available to the employee.

**4.3 Independent Contractor and Conversion to Employee.** In performing services for the Company pursuant to this Agreement, and during the period of the signing of this agreement when the Company converts its contractors to employees, the Contractor shall act in the capacity of an independent contractor with respect to the Company and not as an employee of the Company. As an independent contractor, the Contractor shall accept any directions issued by the Company pertaining to the goals to be attained and the results to be achieved by him or her but shall be solely responsible for the manner and hours in which the Contractor will perform the services under this Agreement. The Contractor shall be responsible for maintaining, at the Contractor's own expense, a place of work, any necessary equipment and supplies, and appropriate communications facilities.

**4.5 Compliance with Legal Requirements.** The Company shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage nor any other statutory benefit to the Contractor. The Contractor shall comply at the Contractor's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. When the conversion occurs from contractor to employee, the Company shall be responsible for the required withholding and other tax payments on behalf of the employee.

## **SECTION 5. PAID ASSIGNMENTS**

**5.1 GPS Tracking.** Please be aware that in dispatch we have a need to track your location so that you can be dispatched to a shoot in real-time. We only track you when you are clocked-in and prepared to respond or are working on an active shoot.

**5.2 Appearance.** You must be groomed in a manner that is business casual and professional as you represent IAOL to the public.

**5.3 Equipment.** Your equipment must be functioning to deliver the product at the quality our customers expect.

**5.4 Representation.** The story must be told honestly as misrepresentation will not be tolerated. This is grounds for terminating this agreement.

**5.5 Assignment Completion.** When a story has been selected and assigned, the scheduled story must be complete within the boundaries of the assignment.

**5.6 Workplace Incidents.** No verbal, physical, sexual, or other harassment will be tolerated. Parties involved will be sidelined until an investigation has been completed and an outcome determined.

**5.7 Uploading.** There are specific rules to uploading video. If you are unable to follow instructions and continually ignore the uploading rules, this will be grounds for terminating this agreement.

**5.8 Attitude.** If insubordination or other attitude issues arise that demonstrate that you are not will to hear constructive criticism or be a part of the IAOL, a disciplinary review will take place. It may end in terminating this agreement.

## **SECTION 6. MISCELLANEOUS**

**6.1 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 IAOL. Where IAOL has previously provided you funds to create Content through an advance, assignment or other agreement that governs specifically identified Content generated for IAOL, 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 Rate Card described in the Commercial Terms; (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.

**6.2 Assignment.** You may not assign your rights or obligations and under this Agreement without the prior approval of IAOL, 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. IAOL 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 IAOL as part of a merger, reorganization or sale of assets by IAOL.

**6.3 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 IAOL has no obligation to find or offer employment to you.

**6.4 Governing Law and Arbitration.** The Agreement will be construed and enforced in accordance with the laws of the State of Washington, excluding its laws relating to conflict of laws. Any dispute arising out of or in connection with the Agreement shall be settled before a single arbitrator under the Commercial Rules of the American Arbitration Association (“AAA”) or International Chamber of Commerce (“ICC”) in: Seattle, Washington, U.S.A. You may select the applicable rules and the venue from the foregoing. The substantially prevailing Party will be entitled to recover its reasonable legal costs. If both Parties prevail on claims, or defenses of a claim, then each Party will be entitled to recover its reasonable legal costs for those claims it successfully asserts or defends, and the awards will be offset.

**6.5 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.

**6.6 Notices.** Parties shall provide all notices in writing via mail and/or email. Notices to you will be sent to the current mail or email address and notices to IAOL should be sent to: I Am On Location, Inc., 18930 Bothell Everett Hwy, F302, Bothell, WA 98012 - email: [info@iamonlocation.com](mailto:info@iamonlocation.com)

**6.7 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 IAOL includes art direction and information posted on the Videographer Website as well as any username/password issued to you to access the Videographer Website and any other restricted online areas. Confidential Information of you includes your earnings, social security number and date of birth. 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.

**6.8 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 IAOL 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. IAOL, 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 your personal information would be transferred for identification purposes of you as one of the human resources of the company. IAOL 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.

**6.9 Submission of Content as an Authorized Representative.** If and to the extent you are submitting Content to IAOL 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.

I have reviewed and agree to the terms of this IAOL Licensing Agreement.

  
Emmanuel Atanga (Mar 30, 2018)

Videographer Signature

Date 04/30/2018

\_\_\_\_\_  
Daye Salander, VP Recruiting

Date \_\_\_\_\_