

CONTRIBUTOR AGREEMENT



The website www.sowarstock.com and/or any other distribution channels and media which facilitates access to the Sowarstock website (together, "website") is owned and operated by Sowarstock LLC., a Company registered in the State of Wyoming with filing ID 2017-000774677.

Sowarstock is a stock image licensing website aimed at providing Contributor-generated paid media content for end users on an international platform (collectively, the "Services").

This agreement governs the terms by which Contributors shall provide Content for License through the Sowarstock website and/or other relevant Sowarstock distribution channels and media as provided for in this agreement.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THE SOWARSTOCK WEBSITE. BY REGISTERING AS A CONTRIBUTOR ON SOWARSTOCK WEBSITE AND UPLOADING CONTENT, YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU ARE ADVISED NOT TO CONTINUE USING THIS WEBSITE ANY LONGER.

SOWARSTOCK MAY MODIFY THESE TERMS AND CONDITIONS FROM TIME TO TIME. ANY SUCH CHANGES WILL BE COMMUNICATED TO YOU BY EMAIL AND WILL BE PUBLISHED ON THE SOWARSTOCK WEBSITE WITH AT LEAST 90 DAY NOTICE PRIOR TO TAKING EFFECT. IF ANY OF THE CHANGES IS NOT ACCEPTABLE TO YOU, YOU HAVE THE RIGHT TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMINATION CLAUSE. YOUR CONTINUED SUPPLY OF CONTENT OR FAILURE TO TERMINATE THIS AGREEMENT WITHIN THE SAID 90- DAYS PERIOD WILL BE DEEMED TO REPRESENT YOUR ACCEPTANCE OF THE AMENDMENT AND IT WILL THEREBY BE INCORPORATED INTO THIS AGREEMENT.

1. DEFINITIONS

- 1.1 The term “Content” means all files uploaded by you to Sowarstock or transferred to Sowarstock by other means of data storage, including but not limited to any photographs, images, vectors, fonts, moving images, animations, films, videos, audiovisual works or other media together with any associated keywords, metadata and/or titles.
- 1.2 The term “Contributor” means photographers, Vedioographers or other artists who provide Content to Sowarstock.
- 1.3 In this agreement “Confidential Information” means any data, information, documents, software or materials relating to the business and management of Sowarstock, its contributors and users, affiliates, licensors and licensees, including but not limited to Sowarstock’s business model and operations, processes, business plans, business opportunities, alliances, finances, research, development, trade secrets, training materials, personnel, or personal information of any kind pertaining to contributors, clients or users.
- 1.4 The term “Release” means a document stipulating conditions under which the Contributor may lawfully use photographs of another person or property for commercial and other purposes.
- 1.5 The term “Exclusive Content” means, as applicable to you, Content and required documents as the case may be (such as model or property releases) or related software, that enable Sowarstock to realize the commercial potential of the rights granted in the Content, that you plan to sell or license through Sowarstock ONLY.

2. KEY PROVISIONS

The following points provide a quick summary of various key provisions of the Sowarstock contributor agreement. As the agreement covers important legal matters that affect your rights and obligations, we advise that you read the total terms of this agreement carefully.

- 2.1 You give Sowarstock the right to promote, sublicense, and distribute your Content to third parties worldwide.
- 2.2 The ownership and copyright for your Content remains with you, and not transferred to Sowarstock or third parties.
- 2.3 Sowarstock has the right to decide what Content it accepts in accordance with its Content guidelines, and to remove any Content that violates these guidelines.
- 2.4 For Content depicting people or private property and marked for commercial use, you must also supply signed model and/or property

releases with your images.

- 2.5 Each time you upload Exclusive or non-Exclusive Content, it will be governed by terms of this agreement.
- 2.6 You can withdraw your Content from Sowarstock at any time, subject to a notice period. For approved Content, the notice period for withdrawal is 90 days.
- 2.7 Sowarstock shall pay you a royalty for each unique download of Content for which Sowarstock receives payment. The amount of such royalty is defined on the Site and may be changed by Sowarstock at any time in Sowarstock's sole discretion. If you do not consent to a change in the royalty payments, your sole recourse is to terminate your Contributor Account.
- 2.8 For new Contributors, the royalty rate is 75% for Exclusive Content and 30% for Non-Exclusive Content.
- 2.9 When your earnings exceed the minimum payment threshold of \$100, you can request payment at any time through the website. Payment will be sent within 30 working days, by either bank transfer or PayPal, according to your preference. Sowarstock pays transfer fees up to \$5.

3. CONTRIBUTOR ACCOUNT

- 3.1 In order to register for a Sowarstock Contributor Account, you must be at least 18 years of age. Sowarstock may require that you provide sufficient proof of age and identity before activating your Contributor Account.
- 3.2 You warrant that you have provided Sowarstock with accurate, complete, and current information. You agree to correct and update that information to ensure its accuracy and completeness at all times. Entering false personal information, or failing to comply with these Terms of Service, may result in the termination of your Contributor Account, as well as any other account, services or privileges provided by Sowarstock.
- 3.3 You express your consent to the Sowarstock Privacy Policy. You agree that your Personal Data may be collected, processed, stored, and transferred to jurisdictions other than your home jurisdiction.
- 3.4 You are entirely responsible for any and all activities conducted through your Contributor Account. You agree to notify Sowarstock immediately of any unauthorized use of your password or Contributor Account as well as of any other breach of security that may affect Sowarstock.
- 3.5 All uploaded Content you upload will be subject to the Sowarstock Content submission policies and guidelines, as outlined on the Sowarstock website. Sowarstock reserve the right to revise these policies and guidelines from time to time, to apply their effects retro-actively to any

Content previously submitted to Sowarstock, and to remove any Content that violates them at any time without prior notice to you. Sowarstock furthermore reserves the right, but not the obligation, to edit or modify any Content or related information that it may determine, in its sole discretion, to violate its Content submission policies and guidelines, this agreement, or the intellectual or property rights of third parties.

- 3.6 You will not use a keyword, image title, metadata or any other reference that: a) violates any third party's trademark or other proprietary right; b) is or may be illegal to use; c) which may cause confusion with respect to another person or other entity; or d) which Sowarstock deems in its discretion to be indecent, vulgar or otherwise offensive. Sowarstock reserves the right, at any time without prior notice to you, to delete any vulgar, inappropriate or otherwise offensive Content, or to require the deletion thereof.
- 3.7 For uploaded Content marked for "editorial use", you represent and warrant that the Content has not been modified, processed or manipulated in any way that might affect its contextual integrity.
- 3.8 You acknowledge and understand that you have the right to withdraw your Content which has been approved by Sowarstock at any time, subject to a notice period of 90 days. No such restrictions apply to rejected Content, or Content which has not yet been reviewed for approval by Sowarstock.
- 3.9 You may not have more than one active Contributor account at any time without the written consent of Sowarstock in each instance. If such consent is granted, you may not submit identical Content to more than one account.
- 3.10 Sowarstock has the right to refuse to establish an account or to close any existing account, for fraud, intellectual property infringement, violation of a third party's rights including those of privacy or publicity, artificially inflating downloads, submission of material that is obscene in nature, violent or that might be construed as defamatory, failure to comply with Sowarstock's guidelines as may be amended from time to time, for any breach of the terms of this or any other agreement that you have with Sowarstock, or for convenience.
- 3.11 You will not upload pornographic content or other content which is deemed by Sowarstock, in its sole discretion, to be inappropriate.
- 3.12 Sowarstock will terminate your account no later than ninety (90) days following its receipt of a written request from you. For the sake of clarity, before the termination of your account is made effective by Sowarstock, your Content will remain available for license by Sowarstock customers. Notwithstanding the foregoing, in the event that Sowarstock materially modifies this Agreement and does not provide you with prior notice, you may terminate your account within seven (7) working days of the effective date of such modifications.

4. COMMUNICATION

- 4.1** We usually contact you via email. For this purpose you must at all times maintain at least one valid email address in your Sowarstock Contributor Account profile. You are required to check for incoming messages regularly and frequently. Emails may contain links to further communication on our website. Any communication or notice sent by email will be deemed received by you.
- 4.2** Where legislation requires us to provide information to you on a durable medium, we will either send you an email (with or without attachment) or send you a notification pointing you to information on our website in a way that enables you to retain the information in print format or other format that can be retained by you permanently for future reference. You are required to keep copies of all communications we send or make available to you.
- 4.3** In order to view emails you need a computer with email software that can display emails in HTML format. We may also send you attachments in Adobe Systems Inc.'s Portable Document Format (PDF), for which you need Adobe's Acrobat Reader, which can be downloaded for free at www.adobe.com.
- 4.4** We will never send you any emails with executable files attached or with links to any executable files. If you receive any email with such attachments, you should delete the message without clicking on the attachment. If you are unsure whether a communication is originating from us, please contact Customer Service.
- 4.5** We will communicate to you in English or Arabic and will always accept communications made to us in English & Arabic. You can choose your preferred language from your Sowarstock Account profile and we will send you automated email notifications and communications regarding changes to this Agreement in your chosen language. For non-standard communication, we reserve the right to communicate with you in English or Arabic. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language.
- 4.6** Apart from communicating via email, we may contact you via telephone, where appropriate. If you use any mobile services, we may communicate with you via SMS. Any communication or notice sent by SMS will be deemed received.
- 4.7** You may contact us at any time by sending a message to Customer Service via the "Email Support" facility or the telephone details mentioned in our website.

5. COPYRIGHT AND OWNERSHIP OF CONTENT

- 5.1 By uploading Content, you represent and warrant that you own all the relevant proprietary rights, including copyright, and the authority to grant the rights outlined in this agreement, and you acknowledge that Sowarstock prohibits the upload of Content that infringes on any patent, trademark, trade secret, right to privacy, right to publicity, or any other applicable law.
- 5.2 Should the uploaded Content portray people or private property and not be marked for “editorial use” in the manner indicated by Sowarstock, you represent and warrant that you have obtained a valid, signed and binding model and/or property release from all the required parties, enabling Sowarstock to license the Content for commercial use.
- 5.3 You represent and warrant that any such releases are complete and that Sowarstock is not responsible for obtaining further permissions or guarantees from legal sponsors or guardians whose additional consent might legally be required in certain countries.
- 5.4 You agree to upload model and/or property releases with your Content, where applicable, and to keep the original release, and provide additional copies to Sowarstock at any future date, if requested.
- 5.5 Sowarstock agrees to use reasonable efforts to credit you as the source of Content that has been licensed, but will bear no liability for lack of credit or acknowledgement. You therefore accept to waive any right to object to not being credited or acknowledged as the creator of the Content, particularly in the case of commercial contexts where it is uncommon for the Content creator to be credited or acknowledged.
- 5.6 You represent and warrant that neither Sowarstock, nor any of its owners, directors, officers, employees, partners, affiliates or agents shall be held liable to any damages, whether direct or indirect, consequential or incidental, arising out of the use of, or the inability to use any Content or related information, or any error or omission, or other matter relating to a model and/or property release or the rights that they relate to.
- 5.7 Sowarstock will, in its sole discretion, use commercial efforts to further assist in the protection of your intellectual property rights.

6. GRANT OF AUTHORITY

- 6.1 The copyrights in all Content remain with the copyright owner, and nothing in this Agreement shall be construed as a transfer of copyright to Sowarstock or other parties. However, by submitting Content to Sowarstock, you expressly waive any artists’ authorship rights or any droit moral that you would otherwise have under the laws, so that customers may use your Content in accordance with the Licenses issued

by Sowarstock.

- 6.2 By registering as a contributor, you appoint Sowarstock to act as your agent to licence, sub-licence Content to third parties worldwide, and to collect and remit funds to you in accordance with the terms set out in this agreement.
- 6.3 You, the Contributor, grant Sowarstock the authority to issue perpetual worldwide licenses or sublicenses to end users, and grant Sowarstock the worldwide right to market, promote, use, copy, reproduce, publish, transmit, modify, create derivate works of, and publicly display your Content to prospective licensees through the Sowarstock website and other relevant distribution channels and media.
- 6.4 Sowarstock has the right to license any Content unless and until that Content is removed from the Site.
- 6.5 Sowarstock will, in its sole discretion, determine the acceptability of the conditions of all licences it grants, but will neither use nor license Content for purposes that are defamatory, pornographic, or illegal.
- 6.6 You acknowledge that the Content provided under the terms of this agreement intended to be licensed to end users with the expectation that such licensees will adhere to the terms of the applicable licence agreement. Sowarstock cannot take responsibility for the compliance by licensees of the terms of such agreements, and you acknowledge and agree to the possibility of your Content being used in a manner that falls outside the definition of this agreement. You also agree that Sowarstock shall have no liability to you or any other person claiming through you for any breach by a licensee of the terms of any agreement in connection with Content licensed by Sowarstock.
- 6.7 You acknowledge that your Content may be modified, used in connection with sensitive topics, and used or modified in ways that may be controversial or unflattering.

7. EXCLUSIVE CONTENT

- 7.1 In this agreement, "Exclusive Content" means, as applicable to you, Content and required documents as the case may be (such as model or property releases) or related software, that enable Sowarstock to realize the commercial potential of the rights granted in the Content, that you plan to sell or license through Sowarstock ONLY.
- 7.2 You, the Contributor, may upload Exclusive Content, as defined in this agreement, to Sowarstock. For Content delivered to Sowarstock marked as "Exclusive" in the manner indicated and accepted by Sowarstock, you appoint Sowarstock to act as your Exclusive agent to sell, licence, and sublicense Content to third parties worldwide. For all Exclusive Content,

you grant Sowarstock:

- 7.2.1 The exclusive worldwide right to market and sublicense the right to copy, use, reproduce, distribute, redistribute, sublicense, publish, republish, upload, post, transmit, broadcast, crop, modify, alter, create derivative works of, package, repackage, produce and sell prints or similar image products, or publicly perform or display the Exclusive Content to prospective licensees in any and all media now in existence or that may in the future be introduced: (i) through the Sowarstock Site; (ii) through other venues owned or operated by Sowarstock or its affiliates from time to time, and (iii) through Distribution Partners.
 - 7.2.2 The exclusive right to grant perpetual, worldwide, licenses or sublicenses to end users. Sowarstock and its Distribution Partners will determine the terms and conditions of all licenses of Content granted by them, but will not use or license Content for uses that are defamatory, pornographic or otherwise illegal.
- 7.3 In addition to the foregoing grant Sowarstock and its Distribution Partners may post, reproduce, modify, display, make derivative works or otherwise use any Exclusive Content for their own business purposes relating to the promotion of the Sowarstock Site, the Exclusive Content and their distribution programs, and promote the licensing of Exclusive Content (including, without limitation, the use of the Exclusive Content and your registered and unregistered trademarks for marketing, sales and promotional efforts whether on the Sowarstock Site or through third parties). You agree that Sowarstock shall have exclusive rights to design marketing literature for the Exclusive Content, at its own expense, and you agree to cooperate in that regard. No compensation shall be due to you for use of Exclusive Content for such business purposes.
- 7.4 For clarity Exclusive Content should not have been made available for sale or licensing by any other person, entity or service. The definition of Exclusive Content also include Content which may have been rejected by Sowarstock on the grounds of having a high degree of similarity to other uploaded Content marked as Exclusive and which is approved, even if that specific Content were not ultimately sold or licensed by Sowarstock.
- 7.5 Notwithstanding the definition of Exclusive Content and the exclusive license granted in this Agreement, nothing shall restrict you from establishing or maintaining a personal portfolio on the Internet where Exclusive Content is posted for the purposes of art display so long as you are not licensing or giving away rights to the Exclusive Content for anything other than such display.
- 7.6 If you make Content marked as Exclusive Content on Sowarstock available for sale or licensing by another person, entity or service, and thereby violate the terms of this agreement, Sowarstock will consider it

as non-exclusive content.

- 7.7 Sowarstock shall have the right but not the obligation to correct any errors or omissions in any Exclusive Content or Descriptive Information, as it may determine in its sole discretion. You acknowledge that any screening of Exclusive Content or Descriptive Information performed by Sowarstock to determine Accepted Exclusive Content is done as a courtesy only.

8. COMPENSATION

- 8.1 Sowarstock shall pay you a royalty for each valid download of a Content file by a Client. The amount of such royalty is defined on the Site and may be changed by Sowarstock at any time in Sowarstock's sole discretion, providing you with at least 90 day notice by email to the email address contained in your website account information and by posting such changes on the Sowarstock website. If any such changes are not acceptable to you, you have the right to terminate this agreement in accordance with its terms.
- 8.2 You agree that the earnings share may vary for different types of Content and/or for different types of end users, as outlined on the Sowarstock website or as agreed separately between you and Sowarstock.
- 8.3 You may request payment of your earnings at any time in the manner indicated on the Sowarstock website, provided that your earnings exceed the indicated minimum payment threshold, and failing which your royalties will be retained until they exceed the threshold. Sowarstock will endeavor to make payments to you within 30 business days of your request. Payments to Contributors will be net of any applicable taxes or other withholdings required by applicable law, debts or uncollectible sums, legal and other reasonable fees incurred in enforcing this agreement, cancellations or refunds of a license where the original sale has already been reported to you, previous overpayment of royalties, and any amounts owed by you to Sowarstock under this agreement or otherwise. Sowarstock furthermore reserves the right to set off against any owed royalty payments all amounts to which Sowarstock is or may be entitled to under this agreement, including withholding payments as security in connection with a threatened or pending legal claim relating to any matter subject to representation, warranty or indemnity by the Contributor.
- 8.4 You agree that Sowarstock shall not be required to pay royalties to the Contributors if Sowarstock is prevented from exercising rights relating to Content granted by this agreement because those rights are found to be an infringement or contravention of the intellectual or other property right of a third party.
- 8.5 By closing an account before royalties are equal to or greater than the

minimum payout threshold, or by breaching any terms of this Agreement or any other agreement with Sowarstock, your accrued earnings may be forfeited in Sowarstock's sole discretion.

- 8.6 If your account is cancelled for a breach of the material terms of this agreement, in addition to its other rights at law or in equity, Sowarstock shall have the right to retain any royalties and/or other compensation otherwise payable to you hereunder as liquidated damages. If you are credited with a download or downloads and Sowarstock thereafter issues a refund to Member that downloaded any or part of your uploaded Content, Sowarstock shall have the right to deduct royalties credited to your account. If Sowarstock makes an overpayment of royalties or other compensation to you for any reason, Sowarstock shall have the right to deduct the amount of such overpayment from your accrued royalties or to demand the immediate repayment of such overpaid royalties or other compensation.

9. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant as follows:

- 9.1 You have the legal capacity and authority to enter into this agreement, are the sole and Exclusive owner of the Content, have the right to grant all of the licence rights indicated to the provided under this agreement, and have not granted any rights or licences to any Content or intellectual property or technology that would conflict with this agreement;
- 9.2 no part of the Content delivered to Sowarstock infringes on any copyright, trademark, right of privacy or right of publicity or other proprietary right of any third party, or defames or casts into disrepute in any manner any third party, and that the Content has not been obtained in any immoral or unlawful manner, whether civil or criminal, and is not subject to any applicable accreditation terms or access conditions that might be breached by the Content being used by Sowarstock, its distributors and customers, as indicated under this agreement;
- 9.3 if the Content consists in whole or in part of design elements that are included in design program software, the end user license agreement, terms of service or the equivalent license held by you for such design program software allows you to incorporate such elements in Content created by you, and to license such Content to Sowarstock for the purposes set forth herein.
- 9.4 no portion of the Content as delivered to Sowarstock from time to time, contains any disabling mechanism or protection feature designed to prevent its use, copying or enjoyment in the manner contemplated in this Agreement, and all Content will be free of any virus, worm, lock, or other mechanism or device that may be used to modify, delete, damage or disable the Sowarstock Site or the Content or any other hardware or

computer system, or which would otherwise render inaccessible or impair the use of the Content or the Sowarstock Site in any way.

- 9.5 the Content will include all necessary Descriptive Information to enable its effective marketing on the Sowarstock Site, which Descriptive Information will be complete and accurate in all material respects, and will not include false, misleading or inapplicable metadata intended to or which has the effect of keyword “doping” or improperly altering search results that would otherwise be applicable to such Content;
- 9.6 The information contained in all model releases that you have provided is accurate and complete and that the subjects signing the releases and depicted in a Content file have voluntarily consented to publication and/or dissemination of their likenesses for all legal purposes

10. CONFIDENTIAL INFORMATION

- 10.1 You acknowledge that Confidential Information, as defined below, obtained through entering into this agreement and the use of the Sowarstock website constitutes valuable, confidential and proprietary information about Sowarstock, and agree that during the term of this agreement and thereafter, you shall not without the express written consent of Sowarstock, or as specifically authorised under this agreement, disclose to any third party such Confidential Information.
- 10.2 For the purposes of this Agreement, “Confidential Information” means any and all data, information, documents, software or materials relating to the business and management of Sowarstock, its members, affiliates, licensors or licensees, that is designated as confidential or ought reasonably to be considered confidential, including but not limited to: their business model and operations, processes, products, designs, pricing, promotions, business plans, business opportunities, alliances, Content, graphics, documentation, finances, research, development, know-how, trade-secrets, training materials, personnel, identities or personal information of any kind pertaining to members, clients, methodologies, Sowarstock Site content belonging to others and other intellectual property.

11. SOWARSTOCK TRADEMARKS

- 11.1 For the purposes of this Agreement, the term, “Trademark(s)” means all common law or registered trademarks, logos, service marks, trade names, Internet domain names, or other indications of origin now or in the future used by Sowarstock.
- 11.2 Nothing contained herein grants or shall be construed to grant you any rights to use any Sowarstock Trademarks.

- 11.3 You agree that you will not use Sowarstock's Trademarks in any manner that might tarnish, disparage, or reflect adversely on such Trademarks or Sowarstock. Nor will you contest or otherwise challenge (e.g., in any legal action or otherwise), or assist or encourage any other person or entity to contest or challenge, the validity of any of Sowarstock Trademarks or the Trademark rights claimed by Sowarstock.
- 11.4 You agree that you will not use any Sowarstock Trademarks or any variant thereof including misspellings) as a domain name or as part of a domain name regardless of the top-level domain, as part of a blog name or social media handle or channel, or as a metatag, keyword, or any other type of programming code or data.
- 11.5 You may not at any time, adopt or use, without Sowarstock's prior written consent any word or mark which is similar to or likely to be confused with Sowarstock's Trademarks.
- 11.6 The look and feel of the Sowarstock Websites, including all page headers, custom graphics, button icons, and scripts, is the trade dress and/or trademark or service mark of Sowarstock and may not be copied, imitated or used, in whole or in part, without the prior written consent of Sowarstock.
- 11.7 You may not frame or hotlink to the Sowarstock Websites or to any item of Content other than your own without the prior written consent of Sowarstock.
- 11.8 All rights in and to Sowarstock's Trademarks not expressly granted to you hereunder are reserved by Sowarstock.

12. INDEMNIFICATION

- 12.1 You agree to indemnify, defend and hold Sowarstock and its affiliates, and their respective directors, officers, employees, shareholders, agents and licensees harmless from and against any and all claims, liability, losses, costs and expenses incurred by them as a result of or in connection with any use or alleged use of the Sowarstock website or provision of Content under your user account by any person, or resulting from any communication made or Content uploaded under your user account, any breach by you of this agreement, or any claim threatened or asserted against Sowarstock to the extent such claim is based upon a Contention that any of the Content used within the scope of this agreement infringes any copyrights, trade secrets, trademarks, right of privacy or publicity, or other intellectual property rights of any third party. Sowarstock reserves the right, at your expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Sowarstock's defence of such claim.
- 12.2 You agree that Sowarstock shall have the right to determine whether

and to what extent to proceed against a licensee or other third party (an “infringer”) for any violation of a license agreement or alleged infringement of any other rights you hold. You hereby release Sowarstock from any and all claims you might have, either directly or indirectly, arising out of or in connection with a determination by Sowarstock to proceed or not to proceed against any infringer in any instance.

13. COPYRIGHT INFRINGEMENT CLAIMS

- 13.1 You hereby grant Sowarstock the right and authority to take such steps as Sowarstock deems commercially reasonable to protect Sowarstock’s rights in the Content.
- 13.2 In the event that you believe Content has been misused, you shall take no action without providing notice of such misuse to Sowarstock and receiving Sowarstock’s prior written consent to such action.
- 13.3 While Sowarstock takes commercially reasonable steps to ensure that the rights of its Contributors are not violated by customers or other parties, Sowarstock has no obligation to pursue legal action against any alleged infringer of any of your rights in and to any Content.

14. DISCLAIMERS

- 14.1 Sowarstock expressly disclaims all warranties and conditions of any kind, either express or implied, including without limitation any implied warranties or conditions of merchantability, fitness for a particular purpose, non-infringement of third party rights, and those arising from a course of dealing or usage of trade.
- 14.2 Sowarstock makes no warranty with respect to any guidance. Any guidance provided by Sowarstock is not legal advice.
- 14.3 Sowarstock, its licensors, and subcontractors do not warrant any connection to, compatibility with, transmission over, nor results or use of, any network connection or facilities provided (or failed to be provided) through Sowarstock.
- 14.4 Sowarstock makes no warranty that access to the Site will be uninterrupted, timely, secure, or error free.
- 14.5 Sowarstock makes no warranty with respect to any related software or hardware used or provided by Sowarstock. Any patent, copyright, trademark, trade secret or warranty issues, whether actual or alleged, are the direct responsibility of the manufacturer of said hardware or software product.
- 14.6 Sowarstock does not represent or warrant that the Sowarstock site or

any content available for downloading through the Sowarstock site will be free of viruses or similar contamination or destructive features.

15. LIMITATION OF LIABILITY

- 15.1** Sowarstock shall not be liable to Contributor for any indirect, incidental, special or consequential damages, including, without limitation, damages or loss of business, lost profits, business interruption, loss of business information, or any other pecuniary loss arising from the submission or use of your uploaded Content or the termination of your Contributor account, even if Sowarstock has been advised of the possibility of such damages.
- 15.2** In any event, Sowarstock's total maximum aggregate liability under this agreement or in respect of the use or exploitation of any or All part of the Sowarstock site or the content in any manner whatsoever Shall be limited to the fees collected by Sowarstock for the Content that is the subject matter of the claim, but in any event Will not exceed one thousand (\$1,000.00) united states dollars.
- 15.3** Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such jurisdictions, the liability of Sowarstock or any of its directors, officers, employees, shareholders, partners, agents or licensees shall be limited to the greatest extent permitted by law.

16. TERMINATION

- 16.1** You may terminate this agreement at any time by requesting the deletion of your Contributor Account through our website, subject to a notice period (90 days), as indicated on the Sowarstock website. Sowarstock may terminate this agreement for any reason at any time by giving you 90 days' notice to the email address saved in your account at Sowarstock website.
- 16.2** Sowarstock may terminate your account and off-set any fees or credits contained in such account against its costs of administration if there has been: (i) in the reasonable opinion of Sowarstock, any material misrepresentation made as to your capacity or identity, or the copyright ownership of Content you have provided to Sowarstock; (ii) or no login or other activity in the account for 24 months despite reasonable commercial efforts to contact you based on the information you have provided through the website.
- 16.3** Upon the termination of this agreement, the grant of authority given to Sowarstock to license your Content will cease, and Sowarstock shall remove all Content from the Sowarstock website and other relevant

distribution channels and media within 90 days of the termination of this agreement. During this period Sowarstock shall have the right to continue licensing Content and will continue, in accordance with this agreement, to pay compensation to you in respect of any Content licences granted to third parties, subject to any rights or set-offs under this agreement or law.

- 16.4 Notwithstanding any other provision in this agreement, the termination or expiration of this agreement shall not alter or affect the rights granted to licensees or sub-licensees by Sowarstock pursuant to this agreement.
- 16.5 Termination of this agreement shall operate without prejudice to Sowarstock's rights, defences and limitations of liability provided under this agreement, whose rights, defences and limitations of liability shall survive termination of this agreement. The provisions of this agreement relating to Content, Confidential Information, representations and warranties, indemnity, disclaimer of warranties and all limitations of liability, shall survive termination of this agreement and continue in full force and effect.

17. APPLICABLE LAW

- 17.1 The Sowarstock website is controlled, operated, governed and administered by Sowarstock LLC. from the State of Wyoming. The website is globally accessible from all countries and jurisdictions. By agreeing to the terms of this website, you acknowledge and agree that this agreement will be governed under the laws of the State of Wyoming.
- 17.2 Any and all disputes arising out of, under or in connection with this agreement, including without limitation, its validity, interpretation, performance and breach, shall be governed by, and construed in accordance with, the laws of the State of Wyoming, without giving effect to any choice of law or conflict of law rules or provisions. By accepting this agreement, you, the Contributor hereby acknowledge and irrevocably submit to the exclusive jurisdiction of the Courts of the State of Wyoming in respect of all matters arising out of or in connection with this Agreement. Furthermore, if Sowarstock is obligated to go to court or arbitration to enforce any of its rights, or to collect any fees, you agree to reimburse Sowarstock for its legal fees, costs and disbursements if Sowarstock is successful.

18. MISCELLANEOUS

- 18.1 In addition to the terms of this agreement, you agree and acknowledge that you have reviewed the terms of the Privacy Policy and Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you

agree to be bound by them.

- 18.2 Sowarstock failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.
- 18.3 You consent to service of any required notice or process upon you by registered mail, addressed to the address provided by you as set out in section 4.1. You agree to waive any right you may have to (i) trial by jury; and (ii) to commence or participate in any class action against Sowarstock related to the Sowarstock Site, this Agreement or any agreements contemplated hereby.
- 18.4 This agreement is personal to you and is binding upon your heirs, executors and legal representatives, as the case may be, and is not assignable by you without Sowarstock's prior written consent. Sowarstock may assign this agreement without your consent to any other party as long as such party agrees to be bound by its terms.
- 18.5 Sowarstock may make amendments to this agreement from time to time. Any such changes will be communicated to you by email to the email address contained in your Contributor Account information and will be published on the Sowarstock website with at least 90 day notice prior to taking effect. If any of the changes is not acceptable to you, you have the right to terminate this agreement in accordance with the termination clause. Continued provision of Content or failure to terminate this agreement by you within that 90-days period of any such amendment will be deemed to represent your acceptance of the amendment and it will thereby be incorporated into this agreement.
- 18.6 You understand and agree that information relating to you or any other person, such as a model who is depicted in your photography, 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. Sowarstock, as the 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 in accordance with the Sowarstock privacy policy.
- 18.7 If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable by either party. To the extent any provision of this Agreement is adjudicated to be invalid or unenforceable because it is overly broad or overly restrictive, that provision shall not be void but rather shall be

limited only to the extent required by applicable law and enforced as so limited. The parties expressly acknowledge and agree that this paragraph is reasonable and necessary to assure that the intent of the parties is carried out.

19. ACKNOWLEDGEMENT STATEMENT

- 19.1** By registering as a Sowarstock contributor and uploading Content, you acknowledge that you have read this agreement, understood it, sought legal advice as you have seen necessary prior to agreeing to it. In consideration of Sowarstock agreeing to provide a means for the sale or license of your Content, you agree to be bound by the terms and conditions of this agreement. You further agree that this agreement is the entire and exclusive statement of the agreement between you and Sowarstock, which shall supersede any prior understanding, from verbal or written communication, that you may have had with Sowarstock in connection to the subject of this agreement, unless explicitly indicated.

Effective Dec 3rd, 2017