

# AGREEMENT

To granting of copyright in photographic works

TYPE EXCLUSIVE

Today ..... between:

PHOTO PRO, LTD, UIC BG200396110 with its registered office: Sofia 1612, Gotse Delchev 31, called hereinafter PHOTO PRO

and .....(names).....(address) .....(personal ID)  
called hereinafter CONTENT PROVIDER

Took into consideration that

- PHOTO PRO owns the website [www.photobeluga.com](http://www.photobeluga.com), hereinafter referred to as SITE, and provides to third parties for remuneration the right to use under certain conditions the uploaded photographic works;
- The content provider has copyright over the created by herself/ himself photographic works, which together with their accompanying description and keywords, called hereinafter Descriptive information, offers to PHOTO PRO for upload on the SITE,
- The offered photographic works and accompanying Descriptive information does not include intellectual and industrial property, personal or other rights of third parties which would conflict with the terms of this AGREEMENT,
- The offered photographic works and accompanying Descriptive information are not abusive and does not harm the reputation of third parties in any way;
- The offered photographic works are not created on behalf of third parties, nor are they designed for publishing purposes (Photoreports);
- The content provider can ensure written permission from individuals whose recognizable images appear in the offered photographic works and also from owners of architectural objects, whose images are present in the offered photographic works, that the latter can be used for any purposes not prohibited by law.
- The content provider is willing to cede rights over the offer photographic works

have agreed as follows:

## II. OBJECT OF THE AGREEMENT

Art. 1. (1) The content provider offers PHOTO PRO to use her/his photographic works, or packages of photographic works and for the approved, called CONTENT hereafter, grants to PHOTO PRO the following rights:

1. to reproduce the contents or parts of it in any manner and in whatever form, permanent or temporary, including storing it in digital form in electronic format in an unlimited number of

copies;

2. to distribute the Content or any part of it in any manner and in any form in any number of copies;
3. to publicly display the Content or parts of it;
4. to process the contents or parts of it, including to add other content to it or make changes in it, and to use content or parts of it to create derivative works or other subject of copyright, including and audiovisual;
5. to offer wireless or cable access to an unlimited number of persons to the contents or parts thereof, as well as other derivative artistic works in which this Content is included, in a way that allows such access to be made in place and time individually chosen by each of the persons in question;
6. to stop the use of content due to changes in their beliefs, and to compensate the persons who have legally acquired the right to use the Content and who have suffered damages;
7. to decide whether the author of the Content to be disclosed under a pseudonym or anonymously;
8. to distribute the Content in packages or to re-pack the Content in its sole discretion,

provided this PHOTO PRO undertakes to present content in an appropriate manner to potential clients, to offer it through the SITE, through other distribution channels owned or operated by PHOTO PRO, its affiliates, distributors or partners and to pay the content provider a fee in cases of remission rights of third parties to use the Content.

(2). The photographic works are offered online through unique username and password provided by PHOTO PRO to the clients.

(3). The photographic work shall be deemed approved from the date of its visualization in the sales section of the SITE.

(4) The rights granted under par. 1 are:

1. exceptional;
2. transferable.
3. worldwide;
4. for the maximum permitted by law period (ten years) - this period starts from the date of the visualization of a work in the sales section of the SITE and cease to be valid upon request by the content provider to withdraw the proposed photographic work from the Site [www.photobeluga.com](http://www.photobeluga.com).

Exceptions are the photographic works whose rights are already paid by a client of PHOTO PRO for one year. The content provider may request their withdrawal from the site [www.photobeluga.com](http://www.photobeluga.com) after the period for which their usage is paid.

5. no limitation when to start their usage;

## **II. REMUNERATION**

Art. 2. (1). Remuneration under Article 1 shall be determined according to the Tariff referred <http://photobeluga.com/how-much-photographers-earn.html> or under price specified by the content provider (for content providers who have acquired VIP status).

(2) the remuneration due to the content provider for rights assigned to third parties are accumulated in an individual account, opened by PHOTO PRO. Having raised an amount which exceeds 100 (one hundred) EUR, the content provider may require the payment of the amount to a bank account, specified by the content provider.

(3) Upon payment of the first amount payable to a content provider, the content provider shall sign and send to PHOTO PRO copy of this AGREEMENT at their own expense (by courier, a scanned copy by e-mail or otherwise) a copy of this Agreement and the Agreement concerning the photographic works of royalty free rights if photographic works with royalty

free rights were also ceded to clients.

(4) Upon termination of the AGREEMENT under Art. 4 (1) the amount, which is accumulated till this moment is due to be paid to the content provider till the 15th of the next month, regardless of the amount and having followed the steps described in paragraph (3), then the batch is closed.

### **III. COMMENCEMENT AND DURATION OF THE AGREEMENT. TERMINATION**

Art. 3 (1). This AGREEMENT is indefinite and shall enter into force upon accepting it.

(2). With respect to any particular content AGREEMENT takes effect from the date of uploading the CONTENT to the site.

(3). If in 1 month time before the expiry of art. 1, para 4, item 4 the content provider doesn't notify PHOTO PRO that wishes to terminate the contract with respect to the Content, it shall be deemed that the content provider has granted to PRO PHOTO rights for the Content for another period of ten years. Rights of third parties conceded before the termination, for which the term of art. 1, para. 3 Item 3. has not expired, continue to apply until the expiration of which is ceded.

Art. 4 (1). This contract may be terminated by either party with 30 days written notice.

### **IV. RIGHTS AND OBLIGATIONS OF THE PARTIES**

Art. 5. (1) The content provider shall:

1. To offer PHOTO PRO only own copyright photographic works, which doesn't include intellectual and industrial property of third parties;
2. To submit complete and accurate information to the Descriptive information of any proposed to PHOTO PRO photographic work, which does not include false, misleading or inapplicable metadata designed to mislead search by keyword;
3. To obtain a binding declaration of the persons whose recognizable images appear in photographic works that allow their use for any purposes not prohibited by law and to submit a copy of this statement to PHOTO PRO alongside the descriptive information relevant to the work. To obtain a binding statement by the owners of recognizable architectural objects whose images appear in photographic works that allow their use for any purposes not prohibited by law and submit a copy of this statement to PHOTO PRO alongside with descriptive information relevant to the Content.
4. Not grant to third parties any rights over the Content subject of this AGREEMENT, except in case the Content is rejected by PHOTO PRO
5. To provide undisturbed use of ceded PHOTO PRO rights.
6. Files of the offered photographic works do not contain a locking mechanism or protection designed to prevent the use, copying or recovered in the manner described in this agreement and all content is free from any viruses, worms, or other locking mechanisms or devices that can be used to alter, delete, damage or block the site or content or any other hardware or computer system or which would otherwise block access to or use of the Content or the Site in any manner;
7. Immediately notify PHOTO PRO in case it becomes known that third parties has brought claims of copyright or other rights to the Content.
8. To assist PHOTO PRO in any way dismissing the claims of third parties' claims for copyright or other rights to the content.
9. To reimburse PHOTO PRO for all damages, including awards and benefits and costs

resulting from infringement of copyrights and other rights of third parties on the Content.

(2) The content provider has the right:

1. To obtain a username and password to access to the upload section of the SITE and access to information related to content;
2. Decide on the megapixels (MP) which to use when she/ he uploads photographic works, but without exceeding the maximum working size of the matrix of the camera used;
3. To obtain information on whether the proposed photographic work is approved or rejected;
4. To receive payment for ceded rights to the content in the agreed deadlines
5. To receive online access to current information on content provided to clients and the status of the amount, accumulated from ceded rights.

6. (1) PHOTO PRO shall:

1. To examine each photographic work received from the content provider within ten days of its receipt and if it is approved, to visualize it in the sales section of the site;
2. To pay tribute to the content provider fee pursuant to Art. 2 of this AGREEMENT;
3. To not use ceded under this AGREEMENT rights in a manner in contradiction with public policy and / or morals.
4. To not use in any way uploaded by the content provider, but not approved, respectively not visualized in the sales section photographic works.
5. To ensure all actions (uploading photographic works on the site, requests for termination of AGREEMENT with respect to particular content or the AGREEMENT in general, references to amounts of accrued royalties, etc..) carried out under a given content provider username and password as acts committed by him.

(2). PHOTO PRO has the right:

1. To determine and change conditions at their discretion for transfer of rights to the content. to third parties
2. To download / delete Content in its sole discretion from the SITE, by notifying the content provider within seven days providing the reason for the rejection.
3. To edit any descriptive information in his opinion, which violates or may violate this AGREEMENT, copyright or other rights of third parties, contains errors, inconsistencies or omissions or otherwise is unacceptable. Viewing and editing of the descriptive information is not obligatory for PHOTO PRO.
4. For its own business purposes related to promoting the site and programs for its distribution and market expansion, and without paying remuneration to the Content provider to reproduce, distribute, publicly display and broadcast work or parts of it, including to publish and distribute printed advertising media and advertising, to create websites or publications, providing a wireless or cable access to an unlimited number of persons to work or parts of it, to alter, create derivatives of it and integrate it into other objects of copyright, or to use the work or parts of it otherwise.
5. Used to set up for promoting SITE promotional materials without payment of royalties to content provider for inclusion in their content and, after termination of this Agreement with respect to such Content or after the expiration of their term of art.1, para 3, Section 3 of this AGREEMENT.

## **V. RESPONSIBILITY**

Art. 7 The content provider shall be liable:

1. For any access or use of the upload section of the Site to be implemented under her/ his username and password.

2. For all works and descriptive information uploaded to the site with her/ his username and password.

3. For all suffered by PHOTO PRO damages, including awards and benefits and expenses arising from infringement of copyrights and other rights of third parties resulting from Content provided by the content provider

Art 8. (1) PHOTO PRO is liable for any damages, including awards and benefits and costs resulting from infringement of copyrights and other rights of third parties in the works, provided that this violation was committed by actions and / or omission of actions on behalf of PHOTO PRO.

(2) PHOTO PRO in no event will be held liable for content provided by content provider.

Art 9. In the event that any party to this AGREEMENT is harmed as a result of fault of the counterparty to fulfill its obligations due to the reasons for which it is responsible, the fault party shall owe compensation in the amount of the damage suffered.

Art.10.The parties shall be exempt from liability for infringement arising from the AGREEMENT when it is due to circumstances beyond their control (force majeure) for the duration of their action. In this case, the party who relies on such circumstances shall notify the other in the shortest possible time by presenting valid evidence.

## **VI. PENALTIES**

Art. 11. For breach of its obligations under Art. 5, 1, p.1, 2,3 the content provider owes PHOTO PRO a penalty amounting to 1,000 (one thousand) euros for each case. Payment of the penalty does not preclude compensation for damages in a larger size.

## **VI. OTHER PROVISIONS**

Art. 12. This AGREEMENT has been prepared in accordance with and governed by the laws of the Republic of Bulgaria.

Art. 13. The AGREEMENT may be amended and / or supplemented only by written agreement of both parties.

Art. 14. All protocols, updates and future additional agreements to this AGREEMENT are an integral part thereof.

Art. 15 The invalidity of any provision of the AGREEMENT or agreed to additional conditions does not lead to invalidity of any other clause or AGREEMENT as a whole.

Art. 16. The AGREEMENT Parties undertake to respect the confidentiality of information acquired knowledge during or in connection with carrying out the subject of this AGREEMENT, except in cases of familiar facts, information from the public or the express consent of the other party.

Art. 17. The Parties shall seek to resolve by agreement any disputes regarding the existence and operation of this AGREEMENT or in connection with it or the breach, including disputes concerning its interpretation, invalidity, performance or termination, but in the absence of agreement the dispute will be referred to the competent court in Bulgaria in under the present legislation.

This AGREEMENT is executed in two identical copies (one for each side) and signed and stamped as follows:

For the Content provider:

For PHOTO PRO: