

Contributors Agreement

SkyStock Pty Ltd

SkyStock Pty Ltd (ABN 81619103374) (SKYSTOCK) operates a global marketplace for stock media. SKYSTOCK's customers pay a fee to license content from the SKYSTOCK website.

The following Contributors Agreement is a legally binding, non-exclusive agreement between you and SKYSTOCK. Please read this carefully and be sure you understand it fully. The Contributors Agreement describes and controls your legal relationship with SKYSTOCK, the rights you are granting to SKYSTOCK in any photographs, videos or other media together with any associated keywords, metadata and/or titles submitted by you to SKYSTOCK (collectively, "Content"), and the uses SKYSTOCK may make of the Content.

1. Overview

- a. By submitting any Content to SKYSTOCK, you grant to SKYSTOCK a worldwide, non-exclusive right and license to reproduce, prepare derivative works incorporating, publicly display, sublicense, sell, advertise and market any Content uploaded by you and accepted by SKYSTOCK, until this Agreement is terminated as herein provided. You also give permission to SKYSTOCK to add, modify or remove information related to your Content in order to manage and license such Content.
- b. You grant SKYSTOCK a worldwide, non-exclusive right to use your name, display name and Content in connection with SKYSTOCK's marketing and promotional activities without the payment of any compensation to you. SKYSTOCK, in the exercise of its discretion, may refrain from any or all of the foregoing without any liability to you.
- c. SKYSTOCK shall have the right, but not the obligation, to license all Content to its customers for use in accordance with license agreements entered into by SKYSTOCK.

2. Ownership of Content

The copyrights in all Content remain with the copyright owner, and

nothing shall be construed as a transfer of copyright to SKYSTOCK. However, by submitting Content to SKYSTOCK, you expressly waive any artists' authorship rights or any droit moral that you would otherwise have under Australian Copyright Laws, so that customers may use your Content in accordance with the Licenses issued by SKYSTOCK.

3. Releases

- a. You agree to hold valid and accurate model releases for all Content you contribute to SKYSTOCK that, in SKYSTOCK's judgment, contains an identifiable face or identifiable human figure or other identifiable attribute including, without limitation, voice, appearance, or likeness. You also agree to hold valid and accurate property releases to SKYSTOCK for all Content that requires such releases.
- b. You agree that you are solely responsible for retaining all original releases and maintaining complete and accurate release records.
- c. The submission of falsified, inaccurate or otherwise defective model releases is a material breach of this Contributors Agreement.
- d. You agree that SKYSTOCK may furnish copies of releases to customers, as necessary, in order to respond to any potential or actual legal action, to comply with applicable laws, regulations, and/or union reporting requirements, or any other reason SKYSTOCK deems reasonable in its sole discretion.

4. Accounts

- a. You agree to provide true and complete information relating to your SKYSTOCK contributor account and Content, including but not limited to information relating to the date, location and equipment used in connection with creation of the Content;
- b. By opening a SKYSTOCK account, you express your consent to the SKYSTOCK Privacy Policy, which is incorporated herein by reference and governs SKYSTOCK's collection, processing, storage and transfer of the Content and data submitted by you, including data relating to you, your account, your Content or other information related to the foregoing ("Personal Data"). You agree that your Personal Data may be collected, processed, stored, and transferred to jurisdictions other than your home jurisdiction.
- c. SKYSTOCK 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 SKYSTOCK'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 SKYSTOCK, or for convenience.

d. SKYSTOCK 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 SKYSTOCK, your Content will remain available for license by SKYSTOCK customers.

e. If your account is terminated for any reason, you must obtain written authorization from SKYSTOCK prior to establishing another account. You may not have more than one active contributor account at any time without the written consent of SKYSTOCK in each instance.

f. You may not submit identical Content to more than one account without the prior written consent of SKYSTOCK.

5. Content

a. SKYSTOCK has the right to refuse to accept or to remove Content from the SKYSTOCK Websites for any reason. SKYSTOCK will remove Content if SKYSTOCK believes that such Content may (in SKYSTOCK's sole discretion) subject SKYSTOCK or any of its officers, managers, directors or employees to legal action or if the Content violates the Contributors Agreement. Notwithstanding the foregoing and subject to SKYSTOCK's discretion, Content removed by you or opted out by you for any reason may be available for license to those customers that previously downloaded "comp" versions of the removed Content.

b. SKYSTOCK shall use reasonable efforts to cause Content removed from or opted out from SKYSTOCK Websites to be removed from the websites of any SKYSTOCK affiliates or partners (including co-branded websites) within ninety (90) days of the removal of the subject Content from the SKYSTOCK Websites.

c. Licenses issued by SKYSTOCK for any Content that is later

removed from the SKYSTOCK Websites will remain in full force and effect.

d. SKYSTOCK may advertise and/or market your Content on social media platforms including Facebook, Instagram, Tumblr, Twitter, and similar sites and the applications related thereto.

6. Compensation

a. SKYSTOCK shall pay you a royalty for each unique download of Content for which SKYSTOCK receives payment. The current royalty rates are set forth at <https://www.skystock.net/commissions/>, which schedule is incorporated herein by reference. If a customer downloads the same item of Content more than once, you will be paid once only. Please note that there may be a reporting delay for customer downloads reflected in your SKYSTOCK contributor account.

b. Royalty payments will be issued by a process described at <https://www.skystock.net/commissions/>. Payments are automatic and do not need to be requested.

c. If your account is terminated for a breach, in addition to its other rights at law or in equity, SKYSTOCK shall have the right to retain any royalties and/or other compensation otherwise payable to you hereunder as liquidated damages.

d. SKYSTOCK may recoup royalties paid to you in connection with refunds issued by SKYSTOCK by deducting applicable royalties credited to your account. Credit card chargebacks will be treated in the same manner as refunded subscriptions. SKYSTOCK does not deduct the amount credited to your account for refunds and chargebacks in connection with any license, but it reserves the right to change this policy at any time.

e. If SKYSTOCK makes an overpayment of royalties or other compensation to you for any reason, SKYSTOCK 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.

f. If you receive your payments through an online payment processing service (e.g., Paypal) you may not share your online payment processing service account with another SKYSTOCK contributor. SKYSTOCK's obligation to make payment to you hereunder shall be

fulfilled by making payment to the online payment processing service designated by you.

7. Taxes

a. Contributors are responsible for their own tax obligations depending on their country of residence. SKYSTOCK will not provide any source of statement on income received.

8. Copyright Infringement Claims

a. You hereby grant SKYSTOCK the right and authority to take such steps as SKYSTOCK deems commercially reasonable to protect SKYSTOCK's rights in the Content.

b. In the event that you believe Content has been misused, you shall take no action without providing notice of such misuse to SKYSTOCK and receiving SKYSTOCK's prior written consent to such action.

c. While SKYSTOCK takes commercially reasonable steps to ensure that the rights of its Contributors are not violated by customers or other parties, SKYSTOCK has no obligation to pursue legal action against any alleged infringer of any of your rights in and to any Content.

9. Representations and Warranties

You represent and warrant that:

a. you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder;

b. you are under no legal disability or contractual restriction that prevents you from entering into this agreement

c. you are at least 18 years of age;

d. the Content and all parts thereof are owned and/or controlled by you, unencumbered and original works and are capable of copyright protection in all countries where copyright or similar protection is available;

e. if the Content contains sound recordings, music and/or lyrics, you own or have acquired all rights to use such sound recordings, music and/or lyrics from the owner of the copyright in such sound recordings, music and/or lyrics.

f. the Content is neither obscene nor defamatory, does not violate any applicable laws and/or regulations, and does not infringe the copyright

or any other rights of any third party, including, without limitation, trademark rights and the rights of privacy and publicity.

g. there is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect the Content or which might in any way impair the rights granted by you hereunder; and

SKYSTOCK represents and warrants that:

h. it has the power and authority to enter into this agreement and to fully perform all of its obligations hereunder; and

i. upon making or learning of any claim that is inconsistent with any of the warranties or representations made by you, SKYSTOCK may send you written notice of such claim, using the email address provided by you to SKYSTOCK, specifying the details of the claim as then known to SKYSTOCK.

Pending the determination of such claim, SKYSTOCK may withhold from royalties and/or other compensation due to you hereunder, such sums as are reasonably related to the probable value of the claim as determined by SKYSTOCK. You will cooperate fully with SKYSTOCK in the defence of any such claims. You may participate in the defence of any claim through counsel of your selection at your own expense.

10. Confidentiality

By submitting any Content to SKYSTOCK, you acknowledge that you will acquire certain confidential and proprietary information, including but not limited to royalty rates, royalty payments and earnings data (collectively, "Confidential Information"). You agree to keep Confidential Information confidential and to not disclose Confidential Information to any third party other than representatives, agents, attorneys, accountants, auditors and advisors with a bona fide need to know, who shall first agree to keep the terms confidential.

11. Indemnification

a. You agree to indemnify and hold SKYSTOCK, its subsidiaries, affiliates, directors, officers, and employees harmless from and against any and all claims, losses, damages, costs and expenses

(including reasonable attorneys' fees and disbursements) arising out of any breach or claimed breach of any of your representations or warranties or any of your obligations under the Contributors Agreement. You will only be liable for any incidental, consequential, or special damages in the case of third party claims.

b. SKYSTOCK shall indemnify and hold you harmless from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any breach or claimed breach of any of SKYSTOCK's representations or warranties or any of SKYSTOCK's obligations pursuant to the Contributors Agreement. SKYSTOCK will only be liable for incidental, consequential, or special damages in the case of third party claims.

c. If SKYSTOCK is the indemnifying party, it shall defend such claims, control litigation, and settle claims in its sole discretion. If a settlement creates a financial obligation for you, it shall require your written consent, which you will not unreasonably withhold or delay. If you are the indemnifying party, SKYSTOCK shall have the right but not the obligation to assume control of any litigation.

When indemnification is sought due to a legal claim by a third party, the indemnified party shall:

i. promptly notify the indemnifying party of the claim. If the indemnified party does not notify the indemnifying party, the indemnifying party must still meet its indemnification obligations under the Contributors Agreement, unless the failure to notify causes material prejudice to the indemnifying party; and

ii. give the indemnifying party the opportunity to defend the claim with counsel reasonably acceptable to the indemnified party. Counsel that is acceptable to indemnifying party's errors and omissions insurance carrier shall be deemed to be acceptable to indemnified party. The indemnified party agrees to cooperate with the indemnifying party in the defence of any claim, at the indemnified party's expense. If for any reason the indemnifying party does not elect to or fails to defend a claim, the indemnified party may do so at the indemnifying party's sole expense

12. Miscellaneous

- a. The relationship of the parties is that of independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties.
- b. The Contributors Agreement contains the entire understanding of the parties with respect to the subject matter covered herein and supersede any prior agreements with respect to such subject matter.
- c. The validity, interpretation and enforcement of the Contributors Agreement, matters arising out of or related to the Contributors Agreement or its making, performance or breach, and related matters shall be governed by the laws of Queensland, Australia. Any legal action or proceeding concerning the validity, interpretation and enforcement of the Contributors Agreement, matters arising out of or related to this Contributors Agreement or its making, performance or breach, or related matters shall be brought exclusively in the courts of the Cairns, Queensland, Australia, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues.
- d. If any individual term of the Contributors Agreement is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of the Contributors Agreement, so that the Contributors Agreement shall otherwise remain in full force and effect. The Contributors Agreement shall be binding upon and shall inure to the benefit of each party and their respective legal representatives, successors in interest and permitted assigns.
- e. SKYSTOCK will not be liable for any damages, including actual, indirect, special, or consequential damages arising from the submission or use of your Content or the termination of your Contributor Account.
- f. Please note that SKYSTOCK reserves the right to modify these terms at any time by an announcement on your login page. You agree to be bound by all such changes. If you do not agree with any of the changes, please remove from SKYSTOCK, pursuant to the terms herein, all or that portion of your Content to which you do not wish the changes to apply.
- g. In the event that you breach any of the terms of this or any other agreement with SKYSTOCK, SKYSTOCK shall have the right to

terminate your account without further notice, in addition to SKYSTOCK's other rights at law and/or equity.

h. It is expressly understood and agreed that this TOS is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this TOS as to third parties.

By submitting any content to SKYSTOCK, you agree to be bound by this Contributors Agreement, and SKYSTOCK's Terms and Conditions and SKYSTOCK's Privacy Policy, both of which are deemed incorporated herein by this reference.

5th December 2018