

AGENCY & PHOTOGRAPHER CONTRACT

This agreement is entered between Dr. Torsten Schroeer, blickwinkel, Alfred-Herrhausen-Str. 44, 58455 Witten, Germany, hereinafter referred to as "Agency"

and _____, hereinafter referred to as "Photographer".

1. TERM:

The term of this agreement shall be for a period of three (3) years, and shall be automatically renewed for an additional one year period thereafter unless terminated in writing a minimum of 30 days prior to the anniversary date, by either the Agency or the Photographer.

2. GRANT OF AUTHORITY:

The Photographer hereby warrants and represents that he or she is the sole and exclusive owner of all transparencies, negatives, prints, electronic storage media, text information, and any other photographic materials (hereinafter referred to as "Images") delivered to the Agency, both now and in the future. The Photographer warrants and represents that he or she has the unrestricted right to license the said Images. The Agency is appointed sales agent only, and in no way may claim ownership or any interest in the Photographer's Images.

3. USE NEGOTIATIONS:

Any and all use negotiations relating to existing photography, as covered by this agreement, shall be at the Agency's sole discretion without need for prior consultation with Photographer, with the exception of all rights sales. Any sale of future rights, such as copyrights, shall require approval of both the Photographer and the Agency. Where appropriate, the Agency shall have sole right to determine lease fees.

4. COPYRIGHT:

The Agency shall not acquire any rights, title, or interest in or to said Images, or their use, other than as specifically set forth in this agreement. The Photographer agrees to place a valid copyright notice and his or her name upon all materials submitted to the Agency. The Agency has the permission of the Photographer to take such steps as may be reasonably necessary to prosecute unauthorized use and assure the users properly protect the Photographer's copyright upon publication. The Photographer agrees to provide whatever reasonable assistance the Agency may require in performing these steps. The Agency shall not be liable for unauthorized use for Images that did not carry proper copyright protection when delivered to the Agency.

5. RESPONSIBILITY FOR INFORMATION:

The Photographer agrees to assume all responsibility for any and all claims resulting from information supplied to the Agency that the Photographer knew or had reason to know was erroneous and inaccurate regarding its ownership, caption information, and model releases for all Images left with the Agency. The Photographer warrants that he or she has a signed model release for all person appearing in the Images submitted to the Agency. The Photographer agrees to deliver to the Agency copies of all model releases that are specifically requested by the Agency. The Photographer warrants that the Images delivered to the Agency do not knowingly infringe any copyright, trademark, right of privacy, or publicity, and do not knowingly defame any third party.

6. PHOTOGRAPHS TO REMAIN IN AGENCY FILES:

The Photographer agrees that transparencies or prints submitted to the Agency shall remain with the Agency for the duration of this contractual agreement. If the contract between the Agency and the Photographer is terminated after that period, the Agency shall return all available Images within 90 days. Any Images in circulation at the time of contract termination will be returned to the Photographer as expeditiously as possible. The Agency may continue to sell rights to these Images until returned to the Photographer.

7. CONTRACTUAL ARRANGEMENT:

(a) The Agency is authorized as the Photographer's agent and representative with the limitations as listed below (initial each as applicable).

- _____ Agency Exclusive
- _____ Non-Exclusive, Germany rights only*
- _____ Non-Exclusive, Germany & foreign rights*

*Please list other agencies that represent Photographer's work:

8. ADVERTISING AND PROMOTION:

The Photographer authorizes use of his or her photographs in the Agency advertising and promotion at the Agency's discretion and without compensation to the Photographer. The Agency may authorize use of the Photographer's Images without compensation if in the Agency's opinion the use is appropriate and beneficial.

9. PAYMENT:

The Agency's rate of comission shall be fifty per centum (50%) of all monies received by the agency as revenues including compensation for loss, earned by the material of the photographer placed in the agency's archives. In the event of cancellation of a sale after payment has been made to the Photographer, the Photographer authorizes Agency to deduct the amount paid to the Photographer from future sales.

Payment shall be made by the Agency to the Photographer no later than ninety (90) days from the date the Agency receives payment from its client. A sales statement listing all collected sales with the appropriate sum will be included with any payments.

10. LOSS, DAMAGE AND LIABILITY:

(a) In the event of loss, damage, destruction , or unauthorized use of any Images by any user, the Photographer hereby grants the Agency full and complete authority to make claims or to institute suit in the Photographer's name. Any recoveries shall be divided equally between the Agency and the Photographer, after deductions, if any, for collection fees, legal fees, or other expenses incurred by the Agency in its efforts to resolve such claims. All settlements shall be made at the Agency's sole discretion and to effectuate this clause, the Photographer hereby grants the Agency power of attorney, which the Photographer acknowledges is coupled with an interest.

(b) AGENCY CANNOT ACCEPT LIABILITY FOR LOSS OR DAMAGE OF IMAGES WHILE IN THEIR POSSESSION.

Truly rare and irreplaceable "one of a kind" Images should only be provided to the Agency in the form of appropriately labeled, reproduction quality duplicates. The Photographer hereby releases the Agency from any liability to the Photographer, his /her heirs or assigns for any loss or damage to the images unless caused by the Agency's gross and willful negligence.

11. ASSIGNMENT/BINDING AGREEMENT:

This agreement may not be assigned by either party, either voluntarily or by operation of law, without the prior written consent of the other party. This agreement shall be binding upon the Photographer, the Agency, and their respective heirs, executors, administrators, successors, and assigns. In the event of the Photographer's death, his or her estate or heirs or successors shall be bound by the terms of this agreement. The Photographer's estate shall then receive the payments which would have accrued to the photographer, upon providing the Agency with proper written authority, legally recognized, as to whom payments are to be made.

12. AMENDMENTS:

This agreement incorporates the entire understanding of the parties and may not be amended, modified or changed in any respect unless the change is reduced to writing and signed by each of parties hereto.

13. ARBITRATION:

This agreement is executed and is intended to be performed in Germany, and the laws of Germany shall govern its interpretation and effect. Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in Hagen, Germany, under the rules of the German law, if the two parties are unable to agree to arbitration terms within 30 days of initial notification that a dispute exists. Judgement on any arbitration award may be entered in any court having jurisdiction.

IN WITNESS WHEREOF the parties have executed this agreement on the day and date first set forth above.

Agency Representative
blickwinkel/Dr. Torsten Schroeer

Photographer's signature

Name

Address

Business telephone

Home telephone

Fax telephone

Bank Account

Bank Code tax I.D.