

# GETTY IMAGES GLOBAL ASSIGNMENT AGREEMENT

## STANDARD TERMS AND CONDITIONS

**1. DEFINITIONS: “Image(s)”** means the still images created by Getty Images within the scope of Services and delivered by Getty Images to Client. **“Video”** means audiovisual works (consisting of a series of related images that, when shown in succession, impart an impression of motion, with accompanying sounds, if any), created by Getty Images within the scope of Services and delivered by Getty Images to Client. **“Service(s)”** means the still photography and videography, as applicable, and related digital and other services that Client is engaging Getty Images to provide pursuant to the Agreement as expressly included in the Business Terms. Images and Video, collectively, shall be referred to herein collectively as the **“Works”**. All terms and conditions herein shall apply equally to Images and Videos unless otherwise expressly stated. **“Agreement”** shall mean, collectively, these Getty Images Global Assignment Agreement Standard Terms and Conditions (“Standard Terms”) and the Business Terms, and any exhibits attached thereto, if any. “GI Owned Images”, “Client Owned Images”, “GI Owned Video”, “Client Owned Video” and “Submitted Content” shall be as defined in the Business Terms.

### 2. FEES, CHARGES, AND ADVANCES:

**a.** The fees, charges, expenses and advances set forth in the Business Terms (collectively, “Fees”) apply only to the original specification of the Services, and Client is responsible for the full payment thereof. Client shall pay additional fees, charges, expenses and advances for any subsequent changes, additions or variations requested by Client, and/or due to postponement or cancellation as provided in Section 8 of these Standard Terms. Invoices from Getty Images are payable within thirty (30) days of invoice date. All Fees are exclusive of any applicable sales and withholding taxes, which shall be payable by the Client in the amount determined by law.

**b.** Where Client is engaging Getty Images hereunder on behalf of any third party (such third party(ies) referred to as “Client Third Party”), the following shall apply: Client hereby represents, warrants and agrees that: (i) Client is authorized to act as an agent on behalf of such Client Third Party and that Client has the full power and authority to bind such Client Third Party to this Agreement;(ii) Client and Client Third Party shall be jointly and severally liable for any of the fees and charges due Getty Images hereunder; and (iii) if such Client Third Party disputes Client’s power and authority to act on behalf of such Client Third Party with respect to this Agreement, Client shall be bound and liable for any failure of Client Third Party to comply with the terms of this Agreement. Nothing in this Section 2 shall at any time serve to excuse Client’s obligation to make payment to Getty Images for Services and rights granted hereunder.

### 3. COPYRIGHT AND USE OF THE WORKS:

**3.1 CLIENT OWNED WORKS:** For Works which are “Client Owned Images” and/or “Client Owned Video” as expressly designated in the Business Terms (jointly and severally, “Client Owned Works”):

**a. Ownership.** Subject to Client’s payment in full of the Fees hereunder: For only the Images and/or Video which are designated as owned by the Client as expressly provided in the Business Terms, Getty Images acknowledges and agrees that the Client shall own the underlying copyright in and to such applicable Client Owned Works,

and pursuant to Section 101 of the United States Copyright Act (17 U.S.C. §101) and/or any copyright law under any other applicable jurisdiction, the Client Owned Works have been specially ordered and commissioned by the Client, and the Client shall be the sole and exclusive owner of the Client Owned Works. Without limitation of the foregoing, but subject to all the terms of this Agreement, Getty Images agrees to assign, transfer and convey to Client, to the extent otherwise held by Getty Images, any and all the underlying rights, title and interest to the Client Owned Works, including copyright, in perpetuity throughout the world to the extent that any such Client Owned Works do not vest in Client, effective upon full payment by Client of all Fees as set forth in Section 2 above and as provided in the Business Terms.

**b. Use of Client Owned Works by Client:** Client shall have all rights in perpetuity to exploit the Client Owned Works in any and all media, including, without limitation, the right to use, reproduce, create derivative works of, distribute, display, transmit, and otherwise exploit the Client Owned Works, provided that notwithstanding Client’s ownership of the Client Owned Works, Client agrees that all exploitations of any Client Owned Works shall be subject at all times in perpetuity to all terms and conditions in this Agreement, including but not limited to Section 3.3 of these Standard Terms.

**c. Use of Client Owned Works by Getty Images; Grantback:** Except as otherwise agreed in another writing signed by Getty Images or expressly provided in the Business Terms, Client grants to Getty Images and Getty Images’ licensees and designees, a perpetual, irrevocable, transferable, sublicensable, worldwide right and license to in way exploit the Client Owned Works in any and all media and formats, in whole or in part, and to do and to authorize any of the actions set forth in Section 106 of the United States Copyright Act (17 U.S.C. §106) with respect to the Client Owned Works and any part or portion of the Client Owned Works, including, without limitation, that Client hereby grants to Getty Images, and Getty Images’ affiliates, partners, and licensees, the right to use, reproduce, create derivative works of, distribute, display, transmit, and otherwise exploit the Client Owned Works, in whole or in part, including the reproduction and display of the Client Owned Works in any and all formats and media (including but not limited to websites, mobile apps, broadcast, and social media platforms) throughout the world in perpetuity, or refrain from any or all of the foregoing. Under no circumstance shall the Client be entitled to share in any license fees or other amounts or benefits received by Getty Images or its designees relating to the exploitation by Getty Images or any third parties of any of the Client Owned Works. **d. Portfolio Use:** Client acknowledges and agrees that Getty Images and/or the photographer or videographer providing Services, with no fee or other charge to Getty Images or such photographer or videographer, may use the Client Owned Works for personal and self-promotional use.

**3.2 GI OWNED WORKS: For Works which are “GI Owned Images” and/or “GI Owned Video” as expressly designated in the Business Terms (jointly and severally, “GI Owned Works”):**

**a. Ownership:** For Images and/or Video, as applicable, which are designated as owned by Getty Images as expressly provided in the Business Terms, Client acknowledges and agrees that: (i) upon creation of all the GI Owned Works, as between Getty Images and Client, Getty Images, shall be the sole owner of all such Images and

the Video, and accordingly, Getty Images shall retain and exclusively hold all worldwide rights, including but not limited to copyrights, in and to the GI Owned Works and all rights accorded copyright owners in all countries of the world; (ii) no ownership or other property right, including but not limited to any copyright, in the GI Owned Works shall pass to or reside in Client; and (iii) Getty Images shall have the right to register the GI Owned Works with the U.S. Copyright office in the name of Getty Images or the applicable photographer/videographer.

**b. Use of GI Owned Works by Getty Images:** Without limitation of Getty Images' copyright ownership rights in and to the GI Owned Works, it is acknowledged that Getty Images and its licensees and designees shall have the perpetual, irrevocable, transferable, sublicensable, worldwide right and license to do and to authorize any of the actions set forth in Section 106 of the United States Copyright Act (17 U.S.C. §106) with respect to the GI Owned Works and any part or portion of the GI Owned Works, as well as all corresponding rights under copyright in all territories outside the United States, including, without limitation, the right of Getty Images, its affiliates, partners and licensees to use, reproduce, create derivative works of, distribute, display, transmit, communicate to the public and otherwise exploit the GI Owned Works and any part of the GI Owned Works in any and all media and formats (including but not limited to websites, mobile apps, broadcast, social media platforms) throughout the world in perpetuity, or to refrain from any or all of the foregoing. Under no circumstance shall the Client be entitled to share in any license fees or other amounts or benefits received by Getty Images and/or its designees relating to the exploitation by Getty Images or third parties of any of the GI Owned Works.

**c. Use of GI Owned Works by Client:** Subject to payment in full of the Fees hereunder, Getty Images grants to Client a nonexclusive, non-transferable license to use, publish and distribute the GI Owned Works for the duration of the Term in the Territory and solely for the purposes and media set forth in the Business Terms section of the Agreement. To the extent that Getty Images' license to Client in the Business Terms includes the right to post the GI Owned Works on social media platforms or other third party websites, Client shall be granted a limited sublicense right solely to effectuate the posting and display of the GI Owned Works. However, such sublicense right excludes any platform or website that seeks to exploit and/or claim purported rights to the GI Owned Works. In the event of a breach of the limited sublicensed rights, upon Getty Images request, Client shall remove the affected GI Owned Works from such platform or website. Except as expressly provided in the Business Terms, no rights have been granted to Client to: (i) use any GI Owned Works for any commercial, advertising or advertorial, endorsement, merchandising or promotions purpose, unless expressly provided otherwise in the Business Terms; (ii) license any GI Owned Works to any third parties, and/or permit, authorize, assign, pass-through, and/or transfer any rights to any GI Owned Works to any third parties; and (iii) alter, manipulate, distort, or create derivative works from GI Owned Works, other than resizing routine color correction or minor cropping for space limitations. All rights to the GI Owned Works not expressly licensed to Client in the Agreement remain the exclusive property of Getty Images or its photographer/ videographer. Getty Images also reserves the right in its sole discretion to revoke the license granted in this Section 3.2c at any time if payment is not made in full in accordance with the terms and conditions of the Agreement and/or in the event of a material breach of the Agreement. In the event that Getty Images has a good faith belief that there is a claim by any third party for a violation of such third party's rights in connection with Client's use of any GI Owned Works, Client agrees that it shall cease any continued new uses of such applicable GI

Owned Works and withdraw and remove any then-current usage of such applicable GI Owned Works within a commercially reasonable time upon Getty Images written notice to Client of such claim.

**3.3 CLIENT USE OF ALL WORKS:** Notwithstanding Client's ownership of Client Owned Works or anything to the contrary in the Agreement, the following shall apply to all Works (both Client Owned Works and GI Owned Works): (i) Client shall not use any Works in any manner other than as provided by the Agreement or in any manner that is pornographic in nature, likely to defame any third party or likely to violate any state or federal law or regulation; (ii) Client shall not sell or transfer any interest in any Works to any person, licensing agent or other entity for sale or licensing, or otherwise place or distribute or permit placement or distribution of any Works to or with any agency or distributor (other than Getty Images) for sale or licensing, or make any direct sales or licenses of any Works to third parties; (iii) Client shall not have any rights to use or in any way exploit any metadata or captions associated or delivered by Getty Images with any of the Works, separate and apart from the Works, or allow any third parties to individually access and/or use such metadata or accompanying text or caption associated with any Works; (iv) Client may not use any of the Works (including any caption information, keywords or other metadata associated with the Works) for any machine learning and/or artificial intelligence purposes, or for any technologies designed or intended for the identification of natural persons; (v) all exploitations of any Works shall be subject to Section 8, "Releases" in the Business Terms; and (vi) Any termination of this Agreement for any reason will in no way affect any licenses of Works by Getty Images granted to third parties prior to termination of this Agreement, and for the avoidance of doubt, all such licenses shall, to the extent still active, remain in full force and effect.

**4. CREDIT:** Client agrees that any Works and/or Submitted Content used at any time in an editorial context shall include a photo credit or video credit (as applicable) which shall appear in a type no smaller than that of related text, and adjacent to or within each Image or Video (as applicable) whenever and in any/all media where any of the Works and/or Submitted Content are published and/or displayed. Such credit shall appear as follows: (a) [Photographer Name/Videographer name]/Getty Images for [Client name]; or (b) as otherwise provided by Getty Images in writing (including in the metadata of each Work and/or Submitted Content).

#### **5. REPRESENTATIONS AND WARRANTIES:**

**a.** Getty Images represents and warrants to Client that: (i) Getty Images has the right, power, and authority necessary to enter into the Agreement and fully perform its obligations hereunder; and (ii) the Works themselves, when used in strict keeping with all terms and conditions of the Agreement and in the form delivered by Getty Images hereunder (excluding any modifications and/or overlays done by Client) and subject to Section 5.b.(iii) below, will not infringe on the copyrights or moral rights of any third parties.

**b.** Client represents and warrants to Getty Images as follows: (i) Client has the right, power, and authority necessary to enter into the Agreement and fully perform its obligations hereunder; (ii) Client has secured all permissions and consents, including, if required, permits, necessary for Getty Images' access/credentials to the location of the Assignment; (iii) Client acknowledges and agrees that: (1) Getty Images does not convey to Client any permissions, clearances, releases, or other rights related to the persons, entities, private properties, products, trademarks, or brands, or music, voice or other audio, depicted or embodied in any Images and/or the Video, all of

which Client is obliged to obtain, if necessary, whether the Works are owned by Client or by Getty Images; (2) delivery of Works shall be in a digital unsecured link unless otherwise expressly agreed by Getty Images in writing; and (3) Getty Images shall not indemnify Client, nor be in any way liable to Client for any use of any Works by third parties, including but not limited to licensees of Getty Images.

**6. INDEMNIFICATION; LIMITATION OF LIABILITY:** Each Party will indemnify, defend and hold harmless (“Indemnifying Party”) the other Party (“Indemnified Party”) and its respective affiliates, subsidiaries, officers, directors, employees and representatives, from and against any and all third party claims and resulting liabilities, damages, and expenses of any nature whatsoever (including reasonable attorneys’ fees, costs of investigation, and court costs) arising from or relating to a breach by such Party of its representations, warranties and obligations contained herein and, in the case of Client, Client’s use of the Works (including without limitation, any modifications, alterations, and manipulations of the Works). The Parties’ obligations as set forth in this paragraph, shall survive the expiration or termination of this Agreement. The Party seeking indemnification pursuant to this Section 6 shall promptly notify the other Party of such claim. At the Indemnifying Party’s discretion, indemnifying Party may assume the handling, settlement or defense of any claim or litigation, in which event the Indemnified Party shall co-operate in the defense of any such claim or litigation as may be reasonably requested by Indemnifying Party. The Indemnified Party shall have the right to participate in such litigation, at its expense, through counsel selected by Indemnified Party. Indemnifying Party will not be liable for legal fees and other costs incurred prior to the other Party giving notice of the claim for which indemnity is sought. UNDER NO CIRCUMSTANCES SHALL GETTY IMAGES BE LIABLE TO CLIENT OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING FROM THE AGREEMENT, SERVICES, IMAGES, VIDEO OR ANY ACTS OR OMISSIONS OF GETTY IMAGES, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7. FORCE MAJEURE:** Getty Images shall not be deemed in default of the Agreement for delay in the performance of or failure to perform, in whole or in part, any of its obligations hereunder, if such delay or failure results from occurrences beyond its reasonable control that render performance commercially impracticable, illegal, or impossible.

**8. POSTPONEMENTS AND CANCELLATIONS:** If Client postpones or cancels any photography/video “shoot date” or other Service(s) without first informing Getty Images in writing at least three (3) business days prior to the Assignment, then Client shall pay Getty Images fifty percent (50%) of Getty Images’ quoted fees for the Assignment. If Client postpones or cancels with less than three (3) business days’ prior written notice to Getty Images, Client shall pay 100% of Getty Images’ quoted fees for the Assignment. Client shall in any event reimburse Getty Images for its out of pocket expenses and charges that were incurred in connection with any postponed or canceled shoot date or other Service(s) prior to Getty Images’ receipt of written notice of such cancellation. Getty Images and Client may agree to an alternative timetable for cancellation or postponement, provided that, unless otherwise mutually agreed in writing, such timetable shall not allow for less notice than required in this provision.

**9. MISCELLANEOUS.** (a) This Agreement will supersede all other agreements and understandings between the Parties on the

subject matter hereof, whether written or verbal, and will constitute a legally binding document; (b) Client shall not assign or transfer any rights under the Agreement without the prior written consent of Getty Images. Getty Images may assign the Agreement without the consent of Client; (c) No waiver or modification may be made to any term or condition contained in the Agreement, nor may additional terms or conditions be imposed on Getty Images (including via any invoice delivered to Client or any other license agreements or purchase orders delivered by Client to Getty Images), unless in writing and signed by Getty Images; (d) Client acknowledges that Getty Images photographers, videographers and related service providers are not authorized to sign agreements on Getty Images’ behalf and agrees that documents executed by such provider(s) will not bind, or have any effect with respect to Getty Images; (e) Waiver of any one provision of the Agreement shall not be deemed to be a waiver of any other provision of the Agreement; (f) If one or more of the provisions in this Agreement is found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected; such provisions should be revised only to the extent necessary to make them enforceable; (g) Client agrees to be responsible for any and all sales taxes, use taxes, value added taxes, withholding taxes, and duties imposed by any jurisdiction as a result of the rights granted to Client under this Agreement; and (h) Client shall send any notices to Getty Images contact via their email address, with a copy, in the case of breach, to: [legalnotice@gettyimages.com](mailto:legalnotice@gettyimages.com)

**10. INDEPENDENT CONTRACTOR.** Getty Images is acting as an independent contractor under this Agreement and neither the making of this Agreement nor the performance of its provisions will be construed to constitute either Party an agent, partner, joint venture, employee or legal representative of the other Party.

**11. GOVERNING LAW:** The Agreement is governed by the laws of the State of New York (without regard to its conflicts of laws provisions). Any disputes arising from or related to this agreement shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the JAMS’ Expedited Procedures in its Comprehensive Arbitration Rules and Procedures (“JAMS”) if Client is in North America, or of the International Centre for Dispute Resolution (“ICDR”) or JAMS if Client is outside of North America (the applicable rules to be at Client’s discretion), in effect on the date of the commencement of arbitration to be held in one of the following jurisdictions (whichever is closest to Client): New York, New York; London, England; Paris, France; Munich, Germany; Madrid, Spain; Milan, Italy; Sydney, Australia; Tokyo, Japan; or Singapore. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgement may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. The prevailing Party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. The Parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two (2) years of the acts, events or occurrences giving rise to the claim.

**12. OTHER ACCESS/DISTRIBUTION:** To the extent that any of the Works, Submitted Content or any other content will be distributed and/or accessed via Getty Images Publicity service or similar successor service, for the avoidance of doubt, the “Getty Images

Publicity Services Customer Standard Terms and Conditions” located at: [gettyimages.com/publicityterms](https://www.gettyimages.com/publicityterms) (or successor URL) shall govern and exclusively apply thereto. In addition, Getty Images reserves the right to remove any Works, Submitted Content, or any other content from any Getty Images distribution platform in the event Getty Images believes it is necessary in order to avoid infringing any third party rights, and to otherwise comply with applicable laws.

**13. CUSTOM TREND REPORT:** To the extent that the Services under the Business Terms include a Custom Trend Report or similar service (collectively “CTR”), Client agrees and acknowledges that: (i) the CTR, and all elements thereof, shall remain the sole property of Getty Images, including but not limited to the copyright therein; (ii) the CTR is intended solely for internal use by Client and Client agrees that it shall not redistribute the CTR, including but not limited to that Client shall not display or publish the CTR, in whole or in part, or make the CTR available to third parties; and (iii) Notwithstanding anything to the contrary in the Agreement, Getty Images makes no warranties and representations with regards to any of the information included in the CTR, and any reliance thereon.

**14. CONFIDENTIALITY.** The Parties shall keep the financial terms of this Agreement strictly confidential.

**15. SUBMITTED CONTENT: For Submitted Content:**

a. Client grants to Getty Images and Getty Images designees, a worldwide, perpetual non-exclusive license, with a right to grant sublicenses, to reproduce, distribute, exploit, publish, transmit, broadcast, display, exhibit, adapt, crop, and modify, the Submitted Content, alone or in combination with any other material, in any and all media, format or embodiment, now known or later developed. Getty Images may (i) determine how to market and distribute the Submitted Content, and the license model(s) and products and services through which Submitted Content is licensed; and (ii) stop marketing or licensing the Submitted Content at any time.

b. Client agrees that notwithstanding anything to the contrary in the Agreement: (i) Getty Images shall have the right, in its sole discretion, to approve or reject all Submitted Content for distribution by Getty Images; (ii) Neither Client nor any third party shall at any time be entitled to receive any royalties or other monies as a result of or in connection with Getty Images’ and/or its licensees’ and designees’ use and/or exploitation of the Submitted Content; (iii) Getty Images shall not be deemed in breach of this Agreement for any use at any time of the Submitted Content by third parties, including but not limited to any failure by Getty Images and/or any third parties accessing the Submitted Content via Getty Images to provide credit/attribution in any use of any Submitted Content; (iv) Client shall not sell, transfer and/or permit any sale or transfer of any Submitted Content to any person, licensing agent or other entity for sale or licensing, or otherwise place or distribute (or permit any placement or distribution of) any Submitted Content to or with any agency or distributor (other than Getty Images) for sale or licensing, or make any direct sales or licenses of any Submitted Content to third parties; and (v) Sections 3., 5, and 6, of the Standard Terms shall not apply to any Submitted Content.

c. Client represents and warrants that: (i) by entering into this Agreement and providing the Submitted Content, Client is not creating any conflict with or violation of any rights of any sports governing body, team, sponsor and/or other third party, and the Submitted Content does not violate any copyright, privacy rights, proprietary rights or other rights of any person or entity; (ii) Client is the copyright owner of all Submitted Content or are expressly authorized by the copyright owner of the Submitted Content to grant the rights to Getty Images and its designees to exploit Submitted Content as provided in Section 15 above; (iii) all moral rights pertaining to the Submitted Content and the creators thereof are waived; (iv) any captions and descriptions included with the Submitted Content transmitted to Getty Images will be accurate; (v) Client has procured any necessary waivers for all relevant privacy, publicity, or other intellectual property rights to the extent necessary to allow Getty Images to fully market, license, and distribute Submitted Content as contemplated by the Agreement, including but not limited to a waiver of all such rights by persons and/or properties depicted in the Submitted Content; (vi) no third party has any rights, title or interest therein or thereto the Submitted Content, which would require Getty Images to make any payments to such third party or any other party, and/or provide compensation in connection with the rights granted to Getty Images hereunder, and/or procure any permissions and/or consents from any third parties in exercising Getty Images’ rights hereunder; and (vii) to the extent Submitted Content includes any personal information, as that term is generally understood in applicable data privacy laws, such personal information has been collected and provided to Getty Images in compliance with all applicable data privacy laws. Client agrees to indemnify and hold harmless Getty Images, its parent, affiliates, subsidiaries, officers, directors, employees, successors, assigns and licensees, from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) arising out of or in connection with any breach or alleged breach by Client of its obligations, warranties and representations pursuant to the Submitted Content and this Section 15. Getty Images shall not indemnify Client, nor be in any way liable to Client for any use of any Submitted Content by third parties, including but not limited to licensees of Getty Images.

d. In the event that Client discovers an actual or potential unauthorized use of Submitted Content (“Claim”) by anyone accessing Submitted Content via Getty Images, and/or any customer or end user of Getty Images and/or such customer’s end users (jointly and severally “Users”), then Client shall notify Getty Images, and both Parties agree to engage in good faith discussions and mutual cooperation regarding such Claim, and neither Party shall pursue any Claim against any Users without the other Party’s prior written consent.