

STANDARD TERMS AND CONDITIONS

Performance Obligations.

Photographer will perform the Assignments in a good, professional and skillful manner. Unless otherwise agreed to by the Parties, Photographer shall be responsible for: (a) providing or subcontracting for all equipment, lighting, film, props, support staff (including assistants and stylists), studio use or rental, and all resources necessary to complete each Assignment; (b) arranging for and providing his/her own transportation as required. Unless otherwise stated, Client shall be responsible for securing any and all model or property releases, and Photographer grants no rights and makes no warranties with regard to the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Assignment Content.

Payment Terms.

Client will pay to Photographer: (a) the Fee(s); and (b) any and all additional expenses incurred in connection with the Assignment and creation of Assignment Content, including, but not limited to: (i) expenses set forth in Estimate and any additional applicable separate written communication(s); (ii) rush fees; and (iii) any further expenses approved by Client (collectively, the "Fee"). Client shall pay the Fee regardless of whether Client actually uses any of the Assignment Content.

Photographer will submit an invoice to Client, and Client shall pay Photographer within thirty (30) days of receipt of the invoice, or earlier as required by state or local law. In the event that any invoice remains unpaid for more than forty-five (45) days, Photographer: (x) reserves the right to suspend its Services, withhold the Assignment Content, and/or revoke the license(s) granted in this Agreement, (y) may add a service fee of 2% per month on any unpaid balance until payment in full is received; and/or (z) may demand immediate payment of the invoice.

Ownership.

Photographer is and will remain the sole and exclusive owner of the copyright and all other rights in and to the Assignment Content. All rights not explicitly granted in this Agreement are reserved to Photographer. Notwithstanding the license(s) granted in this Agreement, and unless otherwise prohibited by Client, Photographer retains the right to use the Assignment Content for personal and self-promotional use, including personal and representative's websites, social media accounts, portfolios, books and articles about Photographer's works, exhibitions, presentations and other non-commercial uses.

Credit.

If the Assignment Content is used editorially, a credit shall be provided as follows: [Photograph/Footage] © 2020 Benton Henry (the "Credit"). It is understood that Assignment Content used for advertising purposes do not require credit.

Electronic Storage.

Client must retain the copyright symbol (©), Photographer's name, the image identification number(s), all metadata and all other identification numbers associated with the Assignment Content that may be included as part of the electronic files delivered to Client. Client may make one (1) high-resolution backup copy of the Assignment Content for security reasons only. Upon the expiration or earlier termination of this Agreement or the license(s) granted in this Agreement, Client shall promptly delete all Assignment Content from its computer or other electronic storage systems. Client will take all reasonable steps to safeguard against unauthorized third-party access to the Assignment Content.

Photographer Representations & Warranties.

Photographer represents and warrants to Client that: (a) except as otherwise provided in this Agreement, Photographer owns or has acquired all right, title and interest in the Assignment Content, including without limitation the necessary rights to grant Client the license(s) granted in this Agreement; (b) Photographer has full power and authority to enter into this Agreement; (c) the Assignment Content as delivered does not infringe upon any copyright of any third party; and (d) Photographer's performance of this Agreement, including the license(s) granted in this Agreement, will not violate any other agreement to which it is a party or by which it is bound.

THE REPRESENTATIONS AND WARRANTIES MADE BY PHOTOGRAPHER IN THIS AGREEMENT APPLY ONLY TO THE ASSIGNMENT CONTENT AS DELIVERED BY PHOTOGRAPHER AND WILL BE INVALID IF THE ASSIGNMENT CONTENT IS USED BY CLIENT IN ANY MANNER NOT SPECIFICALLY AUTHORIZED IN THIS AGREEMENT, OR IF CLIENT IS OTHERWISE IN BREACH OF THIS AGREEMENT.

PHOTOGRAPHER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ASSIGNMENT CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHOTOGRAPHER SHALL NOT BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF CLIENT'S USE OF THE ASSIGNMENT CONTENT OR OTHERWISE, EVEN IF PHOTOGRAPHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES.

PHOTOGRAPHER'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR CLIENT'S USE OF OR INABILITY TO USE THE ASSIGNMENT CONTENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE LIMITED TO THE RETURN OF THE CREATIVE FEE.

Photographer Indemnity.

Photographer agrees to indemnify, hold harmless and defend Client from all third party claims, liabilities, damages, costs and expenses, including reasonable outside attorney's fees, arising out of: (a) any alleged infringement or violation of any copyright with respect to the Assignment Content, so long as the Assignment Content is used in a way consistent with this Agreement; and (b) the breach of any Photographer representation or warranty set forth above.

Client Representations & Warranties.

Client represents and warrants to Photographer that it: (a) has full power and authority to enter into this Agreement and to fulfill its obligations hereunder, including the obligation to obtain any necessary releases, consents or permissions with respect to persons or property depicted in the Assignment Content, Client's trademarks and any third party material provided to Photographer or incorporated into the Assignment Content; and (b) shall not use the Assignment content beyond the terms of this Agreement.

Client Indemnity.

Client agrees to indemnify and hold Photographer harmless from any and all third party claims, liabilities, damages, costs and expenses, including reasonable outside attorney's fees, arising out of: (a) the use of Assignment Content in a way inconsistent with this Agreement; and (b) the breach of any Client representation or warranty set forth above.

Termination.

Termination by Default:

If either Party is in material breach of any obligations hereunder, which remains uncured for a period of thirty (30) days after receipt of written notice from the non-breaching Party of such breach, the non-breaching Party may terminate this Agreement.

Elective Termination: Client may terminate this Agreement upon written notice to Photographer and delivery of an early termination fee, which shall be the greater of: (a) fifty percent (50%) of the Fee; or (b) all of the fees and expenses actually incurred in connection with the Assignment (the "Kill Fee"). Notwithstanding the foregoing, if Client terminates pursuant to this subsection less than two (2) business days prior to Photographer beginning work on an Assignment, the Kill Fee payable in connection with the Assignment shall be one hundred percent (100%) of the estimated Fee. Photographer may terminate this Agreement upon written notice to Client if Client becomes insolvent or suffers any act of insolvency.

Effect of Termination: Upon expiration or termination: (a) all licenses granted in this Agreement shall be immediately terminated; and (b) within thirty (30) days thereafter, Client shall return and/or destroy all copies of the Assignment Content in any and all media in its possession or control. All payment obligations will survive termination of this Agreement for any reason.

Force Majeure.

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement (with the exception of the payment of money owed) from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, current laws and regulations and changes thereto, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation or telecommunications common carriers.

Relationship of the Parties.

The relationship between Photographer and Client under this Agreement is that of an independent contractor relationship, and nothing herein contained shall be construed as creating a relationship of employer and employee, principal and agent, joint venture, or partnership between them. Neither Party shall act or make any representation that

it is authorized to act as an employee, agent or officer of the other Party, except as otherwise provided in this Agreement or a separate written communication. Photographer agrees to pay all applicable local, state and federal taxes incurred by Photographer, including, but not limited to, income taxes and self-employment taxes on amounts paid to Photographer under this Agreement.

Entire Agreement.

This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous oral and written understandings and agreements relating to the subject matter, except as expressly provided, and may not be altered, modified or waived in whole or in part, except in a writing signed by both Parties.

Binding Effect; Severability.

This Agreement shall be binding upon the Parties and their successors and assigns. If any part of this Agreement is found invalid or unenforceable in any jurisdiction, that provision will not render invalid or unenforceable the other remaining provisions of this Agreement.

No Assignments.

This Agreement is not assignable or transferable by Photographer. Any purported assignment in violation of this section is void.

Governing Law; Venue.

The validity, construction, and performance of this Agreement shall be governed by the internal law of the State of South Carolina without regard to its choice of law rules. Any dispute arising under this Agreement shall be adjudicated exclusively in the state or federal courts located in the County of Dillon, State of South Carolina. If Photographer is caused to present claims or suit as a result of any breach of the above terms set forth, Client shall be responsible for all reasonable legal fees or costs incurred