

REUTERS AMERICA INC.

FREELANCE PHOTOGRAPHER AGREEMENT

DETAILS FORM

PART A	PHOTOGRAPHER DETAILS
Name:	
Address :	
	City:
Postcode:	Country:
Phone No:	Fax No:
Soc. Security No.:	
E-mail:	
IM name	
Reuters Source No	(to be inserted after form processed)

PART B	PAYMENT DETAILS (Mandatory for resale payments)
Payee Name:	
Bank Name:	
Bank Address:	
	City:
Postcode:	Country:
Sort Code:	Account No:
Swift Code	

Note: to ensure confirmed payment you must advise us immediately of any change to the above contact or payment details.

Once you are satisfied that the information in this form is correct and that you have read and understood the contractual terms which follow, please sign at the space provided after the terms and conditions below to acknowledge your agreement.

AGREEMENT dated as of **{DATE OF AGREEMENT}** between REUTERS AMERICA LLC., a Delaware corporation with its principal offices at 3 Times Square, New York, New York 10036 (“Reuters”), and **{NAME OF CONTRACTOR}**, who resides at **{ADDRESS OF CONTRACTOR}** (“Contractor”).

WHEREAS, Contractor agrees to provide certain services to Reuters as an independent contractor and Reuters agrees to compensate Contractor therefor, all on the terms and subject to the conditions set forth below;

NOW, THEREFORE, in consideration of the premises and the covenants and conditions set forth below, Reuters and Contractor agree as follows:

ARTICLE 1 *The Services*

- 1.1 Contractor and Reuters agree that from time to time during the term of this Agreement, Contractor may perform photographic assignments for Reuters or a Reuters Group Company (defined herein as Reuters Group PLC or any company in which Reuters Group PLC owns 50% or more, whether directly or indirectly, and all of such companies being included in the term “Reuters” as it is used in the remainder of this Agreement). Contractor may only perform such assignments with the prior authorization of Reuters, and Reuters may or may not give such authorization in its sole discretion. Contractor acknowledges and agrees that Reuters is not making any minimum commitment of work, time or compensation to Contractor hereunder.
- 1.2 It is the essence of this Agreement that Contractor is an independent business person. Contractor shall not be considered or deemed in any way to be an employee of Reuters and shall not be subject to the direction, control or supervision of Reuters with respect to the time spent or procedures followed in the performance of Contractor’s services hereunder. Contractor has no right or power, express or implied, to do any act or thing which would bind Reuters. Nothing herein shall prevent Contractor from engaging in any other business or profession.
- 1.3 Contractor is under no obligation to accept any assignment offered by Reuters.
- 1.4 Contractor may not assign or transfer the rights and benefits set forth in this Agreement.

ARTICLE 2 *Term and Termination*

- 2.1 The initial term of this Agreement shall be from the date of this Agreement through and including December 31, 2006. The Agreement shall automatically renew each year for one-year successive periods beginning on January 1, 2007 unless it is terminated as provided in Section 2.2 below.
- 2.2 Each party may terminate this Agreement prior to the end of the initial term or any renewal term, without cause, upon thirty-days written notice.
- 2.3 Upon termination of this Agreement, all obligations shall terminate except for the obligations set forth in Article 5 and Sections 6.2 and 7.2, all of which shall survive any termination hereof.
- 2.4 In the event of a termination of the Agreement for any reason, any equipment loaned to Contractor pursuant to Article 7 of this Agreement shall be returned to Reuters immediately.

ARTICLE 3 *The Assignments*

- 3.1 Reuters shall provide to Contractor on an assignment basis working press credentials, tickets, badges and/or passes necessary for Contractor to gain access in connection with any assignments. All such items must be returned immediately to Reuters upon termination of this Agreement or upon Reuters' request.
- 3.2 Contractor may not use the Reuters name for credentialing except in order to gain access when performing jobs assigned by Reuters.
- 3.3 While on an assignment for Reuters, Contractor shall not perform any work for any other person or entity, and all photographs taken by Contractor while on an assignment for Reuters shall be submitted to Reuters in accordance with Article 4.
- 3.4 Contractor will act in a professional and businesslike manner while on assignments for Reuters.
- 3.5 Contractor may not create credentials, badges, business cards or similar identifiers using the Reuters name or trademark.

ARTICLE 4 *The Photographs*

- 4.1 For purposes of this Agreement, the term "photograph" is intended by the parties to include any reproduction, negative, transparency, digital file or reproduction of a photograph in any form.

- 4.2 In connection with any assignment for Reuters, Contractor shall promptly select in good faith using reasonable, commercial judgment and transmit or otherwise supply to Reuters the best photographs created by Contractor. All photographs provided to Reuters within seven days of the date they were taken shall be referred to collectively as the “Reuters Photographs.” All photographs not provided to Reuters within seven days of the date they were taken shall be referred to collectively as the “Out-takes” (and references herein to “Photographs” shall mean Reuters Photographs and Out-takes, collectively).
- 4.3 During the seven-day period, Reuters may request, and Contractor shall provide to Reuters, additional Reuters Photographs.
- 4.4 Contractor shall not offer to any person or entity any photograph created by Contractor in connection with any assignment by Reuters for a period of seven days after Reuters receives the submitted photographs from Contractor. After the expiration of such seven day period, Contractor may offer any of the Out-takes to other persons or entities, except that Contractor may not at any time offer any Out-takes to any person or entity identified by Reuters to Contractor in Appendix A. If, after the seven day period, Contractor does not sell an Out-take to another party, Reuters may purchase the Out-take on an exclusive basis for which the Out-take becomes a Reuters Photograph. The purchase price of the Out-take, to be negotiated by the parties, may be no less than the Contractor’s current day rate and no more than four times the Contractor’s current day rate.
- 4.5 Contractor shall not offer any of the Reuters Photographs to any other person or entity at any time.
- 4.6 Contractor shall promptly provide to Reuters all negatives, prints, transparencies and digital files for all Reuters Photographs.
- 4.7 Reuters shall retain the Reuters Photographs and all rights thereto (including the rights to all reproductions, negatives, prints, transparencies, digital files and replications in any form, including in any electronic database, for such Reuters Photographs) and shall use reasonable efforts to credit Contractor by the inclusion of Contractor’s name in the relevant publication (*e.g.*, “John Smith/Reuters,” or a substantially similar attribution) for such Reuters Photographs if and when they are published by Reuters.
- 4.8 In accordance with the terms of this Article, additional rights for per photograph purchases for any Out-takes shall be negotiated with Contractor at the time of such purchases, if any, by Reuters. Reuters retains the right to purchase any Out-takes at anytime in the future. Any Remaining Photograph that is so purchased shall immediately be deemed a Reuters Photograph and cease to be a Remaining Photograph.

- 4.9 Contractor warrants and represents that the Photographs are original works created by Contractor, have not been altered in any manner beyond the methods normally used to prepare an image for transmission, which include color correction, cropping, burning, dodging and spotting for dust or other technical imperfections in the image, do not infringe any third party copyright to these Photographs and that Contractor has all necessary rights to provide the Photographs to Reuters and to enter into this Agreement. Contractor will provide an original copy of the Reuters Photographs to Reuters upon request.

ARTICLE 5 *Ownership of Intellectual Property*

- 5.1 All Reuters Photographs shall be “works made for hire” pursuant to the United States Copyright Act of 1976, and Reuters will thereby own all right, title and interest in the Reuters Photographs. To the extent that all right, title and interest in any Reuters Photographs does not vest by operation of law automatically in Reuters, for the consideration set forth herein, Contractor hereby irrevocably and absolutely transfers, assigns, sets over and grants to Reuters, its successors and assigns, the Reuters Photographs and all rights therein. Such rights shall include, without limitation, the right to sell, copy, publish (including the right to include such Reuters Photographs as part of a collective work, a revision of that collective work, later collective work in the same series, or any entirely different collective work), distribute (including through the Internet, online or through the use of an electronic database), modify, alter, adapt, revise and prepare derivative works from the Reuters Photographs.
- 5.2 Contractor will sign and deliver to Reuters, without additional compensation, all documents necessary to assign, secure, protect or register all property rights in all Reuters Photographs. Unless so requested or otherwise permitted in writing by Reuters, Contractor will not apply for any copyrights, whether domestic or foreign, on any Reuters Photographs. Contractor will further keep and maintain, or assist in keeping and maintaining, such records as will show that all Reuters Photographs are original works created by Contractor, as well as such other records as Reuters may request, all of which records will be and remain the property of Reuters. Notwithstanding the foregoing, Reuters shall grant to Contractor a right to use Reuters Photographs for Contractor’s non-commercial, personal and self-promotional purposes, such as Contractor’s website, promotional materials and professional competitions; provided that in the event of such competitions Reuters also receives proper credit.
- 5.3 Contractor shall execute and deliver, from time to time upon request of Reuters, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of all Reuters Photographs to Reuters, or the original ownership of the Reuters Photographs on the part of Reuters, to the fullest extent possible, including: (a) executing, acknowledging and delivering any affidavits or documents of assignment or conveyance regarding Reuters Photographs, (b) providing testimony in connection

with any proceeding affecting the right, title, interest or benefit of Reuters in and to the Reuters Photographs, and (c) performing any other acts deemed necessary by Reuters to carry out the intent of this Agreement.

ARTICLE 6 *Fees*

- 6.1 For services rendered hereunder, Contractor will be compensated, as well as reimbursed for approved expenses incurred while on assignment for Reuters, on a per assignment basis. The fees for services and reasonable business expenses shall be negotiated and agreed between Reuters and Contractor in advance of any assignment as set forth in Appendix B attached hereto.
- 6.2 Except as provided in Paragraph 6.3 below, Contractor will be paid 25% of the net revenue collected from the resale of Reuters Photographs kept in any archive maintained by Reuters or any Reuters Group Company or any entity that sells or licenses archived photographs on behalf of Reuters or any Reuters Group Company (except that a fee will not be paid with respect to such photographic product which is sold by or on behalf of Reuters or any Reuters Group Company on a subscription basis rather than a per diem basis). Payment for such resale shall be made on a quarterly basis. The term “net revenue” used in this Agreement means total revenue earned by Reuters or any Reuters Group Company. In the event of Contractor’s death, the fees otherwise payable to Contractor will be paid to Contractor’s heirs, successors and assigns, which in no way shall be deemed to waive the provisions of Paragraph 1.4.
- 6.3 For Reuters Photographs, which Reuters uses or incorporates into its own publicity and advertising material (including but not limited to television commercials, newspapers and periodicals, online advertising campaigns, poster and billboard advertising, direct mail campaigns, point-of-presence campaigns or any other type of marketing communication) books, which Reuters publishes, or which Reuters provides to legitimate charitable organizations without any charge or fee, there will be no fee payable to Contractor.
- 6.4 Invoices received by Reuters for payment to Contractor (other than for payment of fees described in paragraph 6.2 above) shall be processed, where possible, within thirty days of receipt.
- 6.5 Contractor shall be directly responsible for all costs of self employment, including federal, state and local income tax payments for Contractor. Contractor also shall be directly responsible for all returns and reports required by any governmental body, including charges or premiums for F.I.C.A., workers compensation insurance, unemployment insurance and other taxes (including penalties and interest).

- 6.6 Contractor shall comply with all applicable laws, rules and regulations concerning the withholding and payment of taxes in connection with the services rendered to Reuters pursuant to this Agreement.
- 6.7 Contractor hereby agrees that Contractor shall not be eligible either to participate in any employee benefit plans maintained by Reuters (or any of its affiliates) or to receive any fringe benefits with respect to any services Contractor provides both during the term of this Agreement or any extensions thereof. Contractor agrees that regardless of how Contractor's legal status may hereafter be characterized, Contractor will still be bound by this Agreement and will not be entitled to receive from Reuters or have Reuters provide on Contractor's behalf any different or additional pay, or any benefits, insurance coverage, tax payments, withholding, or compensation of any kind. Contractor hereby knowingly and voluntarily waives any right to claim any such benefits or payments on the ground of the performance of services under this Agreement.

ARTICLE 7 *Equipment*

- 7.1 Except as provided herein, Contractor must provide Contractor's own camera and other equipment for each assignment.
- 7.2 Reuters may loan, in some exceptional cases, special camera equipment and/or lenses should the specific circumstances dictate. With respect to any loaned equipment:
- (a) Contractor shall assume full responsibility for the intentional or negligent misuse of the equipment and return it to Reuters in good working order when requested;
 - (b) Contractor shall immediately return to Reuters any malfunctioning equipment with a written explanation of the malfunction;
 - (c) Contractor shall immediately report any lost or stolen equipment to the local police and Reuters;
 - (d) Upon the expiration or termination of this Agreement, Contractor must return all equipment provided by Reuters in the condition which it existed when provided to Contractor; and
 - (e) Contractor may not use Reuters owned equipment for any purpose other than as may be authorized by Reuters. Contractor understands that any unauthorized use of Reuters owned equipment may result in cancellation of this Agreement and Contractor's immediate return of all credentials and all equipment to Reuters.

- 7.3 Despite the absence of any legal obligation, Reuters may, in its discretion, reimburse Contractor for the cost to repair damage incurred to Contractor's equipment on an assignment for Reuters. In order for Reuters to consider paying for the damage, Contractor must immediately notify Reuters of the incident within twenty four (24) hours of the completion of the assignment and complete an incident report.

ARTICLE 8 *Indemnification*

Contractor will indemnify and hold Reuters harmless for any claims, matters, complaints, liabilities and actions arising out of Contractor's engagement for services, including but not limited to Contractor's failure to comply with applicable laws, rules and regulations concerning the withholding and payment of taxes in connection with services rendered to Reuters pursuant to this Agreement.

ARTICLE 9 *Miscellaneous*

- 9.1 This Agreement shall not be amended, modified or changed in any respect except by written agreement of the parties.
- 9.2 No trade, custom or usage shall affect this Agreement or the terms and conditions thereof.
- 9.3 This Agreement incorporates the entire understanding of the parties and supersedes any and all prior agreements, oral or written, relating to Contractor's relationship with Reuters and is intended as a complete and exclusive statement of the terms of the arrangement between the parties.
- 9.4 The terms and conditions of this Agreement shall inure to the benefit of any entity, which succeeds to or acquires all or substantially all of Reuters assets or business or the Reuters pictures business.
- 9.5 Subject to the provisions of the paragraph above, Contractor agrees that any dispute, claim or controversy concerning this Agreement, or the termination thereof shall be governed by the laws of the State of New York without regard to its conflicts of law provision.
- 9.6 Any notice or other communication required to be given hereunder shall be in writing and shall be deemed sufficiently given when delivered personally or mailed by registered or certified mail to the parties at the following addresses (or at such other address as either party may designate by notice given pursuant hereto):

If to Reuters, to:
Legal Counsel
Reuters America Inc.

If to Consultant, to:

3 Times Square, 20th Fl.
New York, NY 10036

[INSERT NAME]
[INSERT ADDRESS]

- 9.7 A facsimile copy of this Agreement fully executed by the parties shall be deemed to be an original Agreement.
- 9.8 The failure of Reuters to demand adherence to one or more of the provisions of this Agreement shall not be construed as a waiver nor deprive Reuters of the right thereafter to insist upon strict compliance therewith.
- 9.9 If any provision in any paragraph of this Agreement shall be deemed to be invalid or unenforceable, the remainder of such paragraph and of the Agreement shall not be affected.

FOR CONTRACTOR:

(PRINT NAME IN FULL)

(SIGN NAME IN FULL)

(DATE)

FOR REUTERS AMERICA INC.:

(PRINT NAME IN FULL)

(SIGN NAME IN FULL)

(DATE)

Appendix A

Entities To Whom Contractor Cannot Offer Out-takes As Described In Section 4.4

1. Associated Press
2. A.F.P.
3. Corbis
4. Bloomberg
5. European Press Photo Agency (EPA)
6. Getty Images
7. Wire Image
8. Knight Ridder Tribune Photo Service (KRT)
9. Zuma Press
10. Rex Features
11. Press Association (PA)
12. Kyodo
13. Film Magic
14. Abaca
15. Sipa Press

Appendix B

Fee Schedule

1. Day Rate: \$ _____ (INSERT)
2. Buyout: \$ To be no less than the day rate referenced on line 1 + 50%

The foregoing amount will be paid only in the event that Reuters and Contractor agree in advance to a “buyout” for the photographs, which Contractor takes on a scheduled assignment. In the event of a buyout, Contractor will provide to Reuters all of the photographs that Contractor took while on such scheduled assignment.