

1. Definitions

GoodSalt *Is defined as GoodSalt Inc, at 112 12th Avenue South, Nampa, ID 83651. An Idaho Corporation.*

Artist *Is defined as the artist or photographer*

Derivative Products *The creation of products from photographs or illustrations.*

2. Quality and Composition

Submitted Stock Images should be technically perfect, clean, and sharp. GoodSalt may temporarily require the original negatives, 35mm slides, transparencies, original artwork, digital files, or a combination of these media formats in order to provide the best quality of digital images.

3. Submissions

GoodSalt prefers digital image submissions for evaluation, but GoodSalt may request originals. It is sometimes difficult to make a fair judgment of the artist's work without seeing the original art. You may also inquire about the suitability of your images for GoodSalt by displaying them online and requesting a response from GoodSalt as to whether GoodSalt will be interested representing your work. All images accepted will be listed online and will display the GoodSalt stock number for inventory and usage tracking. GoodSalt will use reasonable efforts to promptly review submitted images and will inform the Artist which images are selected for inclusion in the GoodSalt media database. The Artist understands that GoodSalt's process of selection, retouching, organization, labeling and filing of the Artist's images is an expensive process. At GoodSalt's expense, and as part of GoodSalt's process of digitizing any accepted image (that is, converting an accepted image into digital format), the artist agrees that GoodSalt may retouch the digital file to ensure that the digital version accurately represents the original accepted image as well as to ensure that the image is correctly reproducible on contemporary as well as legacy printing equipment. Retouching may include color correction, removal of incidental dust and dirt, digital removal of "artifacts," enhancement and preservation of detail, cropping, and the correction of reversal or flopping if such reversal or flopping occurs during the scanning process. GoodSalt will not intentionally or materially alter the fundamental nature of the subject matter depicted in the accepted images.

4. Image Return

Upon completion of the digitization process, and at GoodSalt's expense, GoodSalt will promptly return to the Artist the originally submitted images. All images submitted to GoodSalt by the Artist will be returned to the Artist within ninety (90) days of the acceptance date. GoodSalt will make every effort to return images in a

timely manner. Images that are selected by GoodSalt will be returned with a GoodSalt identification selection list. Artist agrees to keep these selected images together and accessible in the case that GoodSalt needs to recall selected images for reprocessing.

5. Rights to Change/Reproduce/Derivative Works

Artist hereby grants to GoodSalt, for the duration of this contract, a worldwide, perpetual, and irrevocable license to:

- a) Put selected images into digital electronic form.
- b) Determine reasonable licensing fees current with contemporary market conditions.
- c) Reproduce and manufacture, or have reproduced and manufactured, products and derivative works containing selected images.
- d) Market and distribute to end users derivative products containing selected images.
- e) Use Artist's images in GoodSalt advertising and promotion at GoodSalt's discretion without compensation.

6. Non-Exclusivity for Category A artists

During the term of this agreement and for two (2) years after its termination, Artist agrees that Goodsalt shall have the rights to market and license previously accepted images in order to recoup costs associated with digitizing, cataloging, and marketing the Artist's accepted images, and to meet the reasonable expectations of licensees to expect availability and continuity of licensed images. Although GoodSalt does not require exclusive representation of your images, GoodSalt requires that you allow it as much freedom as possible to market your images, therefore, GoodSalt requires non-exclusive U.S. and foreign rights including the ability to grant those rights to U.S. and foreign licensing entities. Artist is allowed to submit and license images on their own or through other third party agents acting on their behalf. Any and all images submitted and accepted by GoodSalt are licensed as Rights-Managed images and Artist may NOT submit or sell images accepted by GoodSalt to any third party as a Royalty-Free image.

7. Exclusivity clause for Category B artists

During the term of this agreement and for two (2) years after its termination, Artist agrees that Goodsalt shall have the exclusive rights to market and license previously accepted images in to recoup costs associated with digitizing, cataloging, and marketing the Artist's accepted images, and to meet the reasonable expectations of licensees to expect availability and continuity of licensed images. Artist agrees NOT to submit images or similar images to

any third party that would act as a sales agent on their behalf. No third party entity shall license accepted images, although the artist may personally license images where the artist is contacted outside of and independently of GoodSalt, where GoodSalt played no part in the knowledge of the artist to the licensee. Images accepted and licensed through GoodSalt are Rights-Managed, and Artist agrees that they will NOT independently license accepted images as Royalty-Free. GoodSalt requires that you allow it as much freedom as possible to market your images, therefore, GoodSalt requires exclusive U.S. and foreign rights including the ability to grant those rights to U.S. and foreign licensing entities.

8. Compensation

For Category A artists, compensation to the artist shall be 40% of total fees billed and collected from downloaded images, and 20% of total fees billed and collected from derivative works such as prints or low resolution presentation CD collections for non-commercial projection use. For Category B artists, compensation to the artist shall be 52% of total fees billed and collected from downloaded images, and 20% of total fees billed and collected from derivative works such as prints or low resolution presentation CD collections for non-commercial projection use. GoodSalt aggressively guards and protects your image rights. GoodSalt downloaded images have many restrictions, including limited use for large print runs and for-sale items such as greeting cards and T-shirts. Use of your images for these products are negotiated on a case by case basis to maximize the Artist's and GoodSalt's profits. GoodSalt will also give the Artist the option to limit the commercial use of the Artist's images in the GoodSalt database. For example, upon written request from the Artist, GoodSalt will add a special addendum to the GoodSalt/Artist's Contract that specifies that the Artist, for example, "Does not wish to have the following images offered as prints". While the Artist may lose potential income from that source, it puts the Artist in the position of control. GoodSalt suggests the Artist review the GoodSalt buyer's agreement on the GoodSalt website to be aware of the use restrictions on individuals buying of downloaded images and derivative products.

Please initial here if you wish to be a Category A (Non-Exclusive) artist:

Please initial here if you wish to be a Category B (Exclusive) artist:

9. Model/Property Releases/Right to grant rights

The Artist warrants that he or she maintains valid, current, model releases for all persons (and property where applicable) appearing in or recognizably represented by submitted images. The Artist guarantees that they retain a current copy of these releases and agree to provide copies of specific releases when requested within seven (7) calendar days upon request. The Artist warrants that all images submitted to GoodSalt do not knowingly infringe any copyright, trademark, right of privacy or publicity, and do not defame any third party. The Artist warrants and represents that he or she is the sole and exclusive owner of all images, transparencies, negatives, prints, electronic media, text information, and any other photographic material submitted, or to be submitted, to GoodSalt. The Artist warrants and represents that he or she has the unrestricted right to license the said images and text information. All images submitted to GoodSalt are the property of the Artist and the Artist agrees to allow GoodSalt to use the images for promotional purposes at no charge. Upon termination, images used in electronic promotion will be removed within two years. Images used in derivative products that have already been manufactured or printed catalogs may be used for up to one additional year. Artist warrants that he/she has sufficient rights to enter into this agreement and to perform the Artist's obligation hereunder; no rights have been granted by Artist to any third party inconsistent with those rights granted to GoodSalt hereunder. GoodSalt is an appointed sales agent only, and in no way may claim ownership or any interest in the Artist's images. In the event of bankruptcy, judgment against, or any other liabilities incurred by GoodSalt or the Artist, the images owned by the Artist shall not be represented as an asset of GoodSalt or offered as any type of security on behalf of GoodSalt. The Artist agrees to assume all responsibility for any and all claims resulting from information supplied to GoodSalt that the Artist knew or had reason to know was erroneous and inaccurate regarding its ownership, caption information, and model releases for all images delivered to GoodSalt.

10. Confidentiality

Artist agrees to keep confidential all information relating to the production, intellectual property, marketing and sales disclosed by GoodSalt to the Artist in connection with this agreement.

11. Use of Images

Artist acknowledges and agrees that end users who acquire products and images from GoodSalt will have substantial freedom to use selected images, and the Artist releases GoodSalt from any liability in connection with such use or reproduction. GoodSalt will always recommend and promote the publishing tradition of crediting the

artist by name. The GoodSalt contract with end users prohibits inappropriate use of the Artists images, including use in defamatory, immoral, indecent, or incendiary ways.

12. Storage

GoodSalt shall retain digital images in order to (i) use them as authorized under this agreement, and (ii) allow editors at GoodSalt and its affiliates to view the images to decide whether to purchase rights to use them. Utmost care will be taken to safeguard the intellectual property of the Artist, though GoodSalt cannot accept liability in the case of a security breach.

13. 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 Artist, GoodSalt, and their respective heirs, executors, administrators, successors, and assigns. In the event of the Artist's death, his or her estate or heirs or successors shall be bound by the terms of this agreement. The Artist's estate shall then receive the payments which would have accrued to the Artist, upon providing GoodSalt with proper written authority, legally reorganized, as to whom payments are to be made within reasonable time of incident.

14. Independent Contractor

This agreement is not an employment contract. Artist remains free to market independently his or her material. GoodSalt does not demand exclusivity and the Artist remains an independent contractor. If the Artist, or another agent representing the Artist, should arrange, independent of GoodSalt, an all rights sale, exclusive, or partially exclusive rights sale, or sell the copyright of an image submitted to GoodSalt, the Artist must immediately inform GoodSalt of that arrangement. GoodSalt will not complete negotiations for any kind of exclusive sale without first informing and obtaining approval from the Artist. The Artist is responsible for informing other agents of the exclusive arrangement.

15. Notices

All notices regarding issues concerning this contract shall be in writing and addressed to the parties at the addresses set forth on the signature page of the agreement or at such other address as the parties may hereafter specify in writing.

16. Termination

Either party may terminate this agreement on 90 days prior written notice.

17. Damages/Liability

Artist acknowledges that any photographs or illustrations stored by GoodSalt in its collection for more than 90 days are stored for the sole benefit of the Artist, and the Artist therefore agrees that GoodSalt shall be liable for loss or damage to such images only if such loss or damage was caused by GoodSalt's gross negligence. GoodSalt 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 GoodSalt in the form of appropriately labeled, reproduction quality duplicates. The Artist hereby releases GoodSalt from any liability to the Artist, his/her heirs or assigns for any loss or damage unless caused by GoodSalt's gross and willful negligence.

18. Use Determination Fees/Negotiation

Any and all use negotiations relating to Artist's images, as covered by this agreement, shall be at GoodSalt's sole discretion without need for prior consultation with the Artist, with the exception of all rights sales.

19. Agreement Duration

The term of this agreement shall begin on the date this letter is signed by both the Artist and GoodSalt, and will continue until terminated by either Artist or GoodSalt on 90 days prior written notice. The term of the contract is for three years, but it is automatically renewed for another three years on the anniversary date of the original contract. GoodSalt looks forward to a long, amicable, and mutually beneficial relationship with the Artist. Termination of the Agreement shall have no effect whatsoever upon the license granted hereunder or the obligation of GoodSalt to continue paying license fees to the Artist with respect to selected images.

20. Arbitration

This agreement is executed and is intended to be performed in the State of Idaho and the laws of the State of Idaho 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 Canyon County in the State of Idaho under the rules of the American Arbitration Association, if the two parties are unable to agree to arbitration terms within 30 days of initial notification that a dispute exists. Judgment on any arbitration award may be entered in any court having jurisdiction. The AAA rules on Expedited Procedures shall apply to any claim of less than \$500,000.

21. Piracy Protection

GoodSalt takes every precaution to assure that piracy does not occur. All image files displayed online before purchase are low resolution and watermarked, rendering them virtually useless as finished art. Secondly, copyright notices and the reminder that GoodSalt images are not royalty-free but pay per use appear several times

on the pathway to image files. And thirdly, GoodSalt intends to aggressively pursue any unauthorized use, and to promote that pursuit and capture in the press to discourage others from illegal use and copyright infringement of the Artist's images.

22. Right to Sue/Represent

GoodSalt shall not be liable for unauthorized use of images that did not carry proper copyright protection when delivered to GoodSalt. The Artist grants to GoodSalt the authority to pursue legal action, at its sole discretion. The Artist may choose, individually, to pursue legal action at his or her own expense. If you choose to participate, GoodSalt can assist you in registering copyright for your images in your name (if not already registered). In the event of unauthorized use of images by GoodSalt Clients, Artist hereby grants GoodSalt full and complete authority to make all claims or institute a lawsuit in GoodSalt's and the Artist's name. All settlements shall split 50/50 any settlement received between the Artist and GoodSalt.

23. Modifications/ 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 presented in writing and signed by both parties.

24. Audits/Accounting/Sales Reports

GoodSalt has an open and transparent standard for our bookkeeping and a full accounting of all our transactions involving the Artist's images is available upon request at any time.

25. Payment Schedule/Subagent Fees

GoodSalt will pay the Artist on a quarterly schedule. At GoodSalt's discretion, GoodSalt may pay more frequently, but this does not represent an alteration to this agreement nor should it be considered an indication that payments can be expected more frequently than quarterly (April 15, July 15, October 15, and January 15.) Should an artist's royalties not total more than \$50, payment to that artist may be forwarded to the following payment schedule until the total artist royalties due is \$50 or more.

26. Copyright/Ownership

Artist shall retain ownership of all original negatives, transparencies, artwork, and digital files provided to GoodSalt. GoodSalt shall own the physical duplications and the digital files created during the digitization process. Unless approved by GoodSalt in writing, the Artist shall not provide any digital file created by GoodSalt to any other party for any purpose. Upon termination of this agreement, GoodSalt shall return to the Artist any

analog originals or other transparencies, destroy all digital files containing images and any enhancements or modifications created by GoodSalt.

27. Participation

The Artist has been informed and understands that his or her continued participation is essential to a successful ongoing relationship with GoodSalt. Therefore, the Artist is encouraged to submit new images to GoodSalt on a regular basis. If in the opinion of GoodSalt’s key personnel, the Artist is not participating sufficiently to make the relationship between the GoodSalt and the Artist mutually profitable, GoodSalt shall have the option of immediately terminating this contract.

The parties mentioned in this contract agree to these terms and hereby affix their signatures in agreement.

GoodSalt Inc. Date

[ARTIST NAME] Date Middle Initial

