

Document 2 - NON-EXCLUSIVE PHOTOGRAPHY LICENSE

Effective as of _____, _____ (“Effective Date”).

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned photographer (“Photographer”) agrees as follows.

1. Non-Exclusive License of Rights.

Photographer hereby grants to Creative Age Publications – Nailpro Nailapalooza E-Competition its licensees, successors and assigns (collectively “Publisher”), a non-exclusive, worldwide, royalty-free, irrevocable, unlimited, sub-licensable and transferable license (“License”) in and to the photographs described on the attached Photo Information Form, which is incorporated by reference herein (collectively “the Photographs”) as follows:

(a) the right to edit, adapt, reproduce and generally exploit the Photographs, alone and/or in conjunction with other materials, in connection with NAILPRO NAILPALOOZA E-COMPETITION and other publications of Publisher for the professional beauty industry; (b) the right to prepare and exploit derivative works based on the Photographs as described above, including but not limited to, by way of example only, advertising, merchandising, and media products and services of all kinds; (c) the right to print, publish, distribute, sell, lease, display, exhibit and transmit the Photographs as described above; and (d) the right to use the Photographer’s name and biographical data in connection with any or all of the foregoing. The rights licensed to Publisher may be exploited in any and all media and means of expression, whether now known or hereafter devised, including but not limited to, by way of example only, print, electronic and digital media of all kinds.

2. Delivery of Photographs.

Photographer, at Photographer’s own cost and expense, agrees to cooperate with Publisher by delivering digital files, negatives, prints, and other materials embodying the Photographs at such times and in such formats as Publisher may deem necessary or convenient.

3. Assurances.

Photographer represents and warrants to Publisher as follows: (a) the Photographs are original works of authorship of Photographer alone; (b) all necessary rights, permissions and consents of third parties (such as, by way of example, models, who participated in the making of the Photographs in any way have been secured in writing and delivered to Publisher; (c) Photographer enjoys the right to grant the license set forth in this License without the approval or consent of any other person; (d) Photographer has not entered into any previous agreements, and will not purport to enter into any subsequent agreements, which would limit or hinder the rights of Publisher under this License; (e) Photographer has been paid in full and no amounts are or will be owed by Publisher to Photographer or any third party by reason of any exploitation of the rights set forth above; and (f) Publisher may rely on this License in exploiting the rights as set forth above.

4. Rights of Publisher.

Publisher shall have the right but not the obligation to exploit the rights set forth above in its sole and absolute discretion. If Photographer is not credited in connection with Publisher’s use of the Photographs due to the inadvertence of the Publisher, Publisher agrees to afford such credit at the first convenient opportunity.

Agreed and confirmed as of the Effective Date:

(Signature of Photographer) (Print Name of Photographer)

(Photographer’s Contact Info)