



## Catch&Release, Inc. Contributor Network Agreement

This Contributor Network Agreement (“**Agreement**”) is a binding contract between you (“**You**,” “**Your**” or “**Contributor**”) and Catch&Release, Inc. (“**Catch&Release**”), including its affiliates, effective as of the date last signed below (the “Effective Date”).

This Agreement sets forth the terms under which you register for Catch&Release’s Contributor Network (“**Contributor Network**”) and under which Catch&Release can access, download, display and archive any and all content that You post on social media platforms (the “**Content**”), including, but not limited to, Instagram, YouTube, Twitter, and Vimeo and other platforms or private collections you identify and make available in the process of registering for the Contributor Network (“**Social Media Platforms**”), and the terms of licenses and releases You will grant Catch&Release to sub-license Your rights in such Content for use in commercial productions and for any other purposes. Your Content downloaded and archived by Catch&Release will become part of Catch&Release’s Contributor Network and be accessible by potential sub-licensors

You covenant that you will provide Catch&Release with complete and correct information in connection with Your registration for Catch&Release’s Contributor Network and regarding Your Content and posts to Social Media Platforms (as You may update and provide that information from time to time, the “**Registration Information**”). Catch&Release will provide You, or enable You to establish, login credentials for Your access to and use of the Contributor Network. You agree that You are responsible for all activities occurring on the Contributor Network using Your login credentials.

Catch&Release may identify certain of Your Content which may be of interest to its clients from time to time. Catch&Release may contact You using your Registration Information with regard to such Content. Catch&Release is not obligated to use any of Your Content.

### **Access, Download Display and Archival of Your Content:**

You hereby grant Catch&Release the right to access Your Content on Social Media Platforms and download, display and archive Your Content on the Contributor Network.

### **Delivery of High-Resolution Copies and Grant of Rights:**

If You or any child who You are either the parent or guardian of (“**Your Children**”) own copyright in an item of Content (including with respect to any Content for which you have granted a license under “**Model / Talent Grant of Rights**” below), You hereby agree to use good faith efforts to electronically transmit the highest available resolution copy of such Content to Catch&Release within twenty-four (24) hours of Catch&Release’s request by the method specified in such request. If You or Your Children are not the sole copyright owner of Content, You agree to identify to Catch&Release such copyright owners of such Content and provide all reasonable assistance to Catch&Release in contacting any and all applicable copyright owners.

### **Licenses:**

If You or Your Children own copyright in Content, then You hereby agree to license such Content to Catch&Release on Catch&Release’s request on the terms set forth herein and agree to execute such additional documentation as Catch&Release may reasonably request to further evidence or perfect such license. You and Your Children, if applicable, hereby agree to grant to Catch&Release on Catch&Release’s request, an unlimited, perpetual, transferable, sub-licensable (in whole or in part, through one or more tiers, and as otherwise provided herein), irrevocable, royalty-free, fee-bearing, worldwide license under all copyrights and other intellectual property rights in the Content to use, copy, modify, create derivative works of, display, publish (in any media), transmit, broadcast, telecast, publicly perform, market, promote, distribute, and otherwise exploit the whole or part of the Content, in all channels and in any media whatsoever (whether now known or hereinafter developed). Nothing contained herein shall prevent You or Your Children from continuing to enjoy the use of the Content for Your own personal use; however, if requested by Catch&Release following a sublicense of your content by Catch&Release as provided herein, You agree You will remove such Content from Social Media Platforms.

To the extent the Content You submit to Catch&Release contains any intellectual, personal, or other rights owned or otherwise licensable by You (“**Property Rights**”), You hereby agree to grant to Catch&Release on Catch&Release’s request, an unlimited, perpetual, transferable, sub-licensable (in whole or in part, through one or more tiers, and as otherwise provided herein), irrevocable, royalty-free, fee-bearing, worldwide license under all copyrights and other intellectual property rights included in the Property Rights embodied in the Content, to use, copy, modify, create derivative works of, display, publish (in any media), transmit, broadcast, telecast, publicly perform, market, promote, distribute, and otherwise exploit in whole or in part, in connection with exploitation of the Content or derivatives thereof in all channels and in any media whatsoever (whether now known or hereinafter developed).

If You own copyright to the Content, You further grant Catch&Release a worldwide, transferable, perpetual, irrevocable, royalty-free license to copy, reproduce and publicly display the Content on Catch&Release’s website and in other Catch&Release promotional materials in any media whatsoever (whether now known or hereinafter developed).

### **License Fees and Payment Terms:**

In exchange for the licenses and other rights granted or to be granted by You for Content to which You own the copyright, Catch&Release agrees to pay You its then-prevailing initial license and release fee (as determined from time to time in Catch&Release’s sole discretion) for each item of Content first sub-licensed by Catch&Release to a third party, for which Catch&Release receives payment from the applicable third party sub-licensee. For each subsequent sub-license of such Content, if



any, Catch&Release will pay You a fee equal to fifty percent (50%) of the initial license and release fee for such Content. All such license and release fees, whether for an initial or subsequent sublicense, shall be paid to You within sixty (60) days of commencement of the related sublicense. For the avoidance of doubt, you understand that unless or until Catch&Release receives fees for a sublicense to your Content granted by Catch&Release, no fees will be payable to You for such sub-license.

**Use Restrictions and Requirements:** Catch&Release's sub-licenses will contain restrictions against the Content being used in any pornographic, defamatory or otherwise unlawful manner, whether directly or in connection with other material or subject matter.

**Model / Talent Grant of Rights:**

Except as you may identify to Catch&Release in the Registration Information applicable to specific Content, to the extent You and/or Your Children appear in the Content, You also agree to grant to Catch&Release, and its respective successors and assigns and sub-licensees (collectively, the "**Producers**") the right to use separately or together Your (or any of Your Children) name(s), voice(s), image(s), picture(s) or other likenesses (collectively, the "**Likenesses**") to the extent included in the Content in connection with and to the same extent as the licenses granted by You herein or otherwise agreed between You and Catch&Release as provided for herein. You further authorize Catch&Release to use the Likenesses in-perpetuity on Catch&Release's website and in other Catch&Release promotional materials. You also understand and agree that the Likenesses may be combined with other images, text, graphics, film, audio, audio-visual works, and may be cropped, altered or otherwise modified.

You relinquish any and all rights to privacy and publicity with respect to exploitation of the Content and the Likenesses therein, and waive any right to inspect and/or approve works containing or derived from the Content and/or containing the Likenesses or the use to which said finished work may be applied. You hereby release, discharge and hold harmless the Producers from all liability, including but not limited to any liability by virtue of any blurring, distortion, alteration or optical illusion, whether intentional or otherwise in connection with any use authorized in this Agreement. You acknowledge and agree that this License and Release is binding upon Your heirs and assigns and the heirs and assigns of Your Children and is irrevocable.

**Representations; Warranties; Indemnity:**

If You are the copyright owner of Content, You further represent and warrant that such Content is Your original material, that, except in connection with standard licenses granted to Social Media Platforms pursuant to their terms of service applying to the applicable Content You have not previously, nor will You in the future, without providing Catch&Release a minimum of thirty (30) days' prior written notice, license the Content to any third party, and that the use and distribution of the Content as authorized by You herein will not constitute a violation of any law or infringe upon the copyright, trademark, intellectual property or moral rights of any third party. You hereby waive and relinquish any and all moral rights that You might otherwise assert against the Producers with respect to the Content and/or the Likenesses. If applicable, and upon the request of Catch&Release, You will make best efforts to assist Catch&Release in obtaining model releases and/or property releases for the Content (collectively "**Releases**") which You do not possess the right to enter into this License and Release.

You will indemnify, defend and hold the Producers harmless from and against any costs, losses, damages and expenses resulting from any claim, suit, action, or proceeding brought by any third party against the Producers: (a) relating to or arising from a breach of Your obligations, representations and warranties hereunder or under your agreements with any third party related to Your Content; and/or (b) alleging the infringement or misappropriation of any intellectual property right or other proprietary right of any third party in connection with Your Content and/or the Likenesses, or use thereof by the Producers. You will not however, have any obligation to indemnify the Producers for any third-party claims to the extent such claims arise out of or result from a sub-Licensee or sub-licensee's agent's/agents' modification, overlay or re-focusing of the Content, where the claim would not have arisen but for the modification, overlay or re-focusing made by a sub-Licensee or a sub-Licensee's agent(s), which is inconsistent with or materially different than the terms of this Agreement.

You further represent and warrant that You and / or any of Your Children who appear in the Content are not a member of any talent union, and if the Likenesses are incorporated into a union production You agree to exercise that union's standard employment contract and accept that union's minimum scale wages for each Likeness for which You have the right to bind to this License and Release.

**Non-Disparagement and Non-Circumvention:** You also represent and warrant that You will not disparage the Producers and/or their successors, assigns, agents, or distributors. For the avoidance of doubt, "disparage" shall mean any negative statement, whether written or oral, about the Producers and/or their successors, assigns, agents, or distributors. Further, You will not contact, directly or indirectly, any brand, agency or other third party regarding opportunities to license Your Content for use in commercial productions. You understand and acknowledge that this non-disparagement and non-circumvention clause is a material term of this Agreement.

**Limitation of Liability.** IN NO EVENT WILL THE PRODUCERS BE LIABLE TO YOU OR ANY OF YOUR CHILDREN FOR ANY LOST PROFITS, LOST REVENUES OR LOSS OF BUSINESS ADVANTAGE, COST OF COVER, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PRODUCERS' TOTAL AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES OR ALLEGED DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT. THE LIMITATIONS SPECIFIED IN THIS PARAGRAPH SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**Term; Termination:** This Agreement shall continue in-perpetuity unless or until a party provides ninety (90) days' prior written notice of its intent to terminate to the other party. For termination notices from You to Catch&Release, please notify us at [suppliers@catchandrelease.com](mailto:suppliers@catchandrelease.com). Notices to You will be sent to the email address You used to register for participation in the Catch&Release Contributor Network. The sections of this Agreement relating to licenses and rights granted to Catch&Release, license fees



and payment terms, warranty disclaimers, limitations of liability, and indemnity, as they relate to Content licensed hereunder prior to such notice of termination, will survive the termination of this Agreement.

**Confidentiality.** You acknowledge that the terms of this Agreement and any non-public information regarding the business of Catch&Release, including but not limited to the Producers and/or their successors, assigns, agents or distributors, and Catch&Release's products, and services shall be confidential ("**Confidential Information**") and You agree that You and Your Children will not disclose Confidential Information to any third party.

**General.**

Your relationship (and that of Your Children) with Catch&Release is that of an independent contractor and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship.

This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be determined and settled by arbitration in San Francisco, California, pursuant to the rules then pertaining of the American Arbitration Association, and any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. You and Catch&Release will share equally the administrative costs of such arbitration proceedings. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default. You agree that You will not assign this Agreement without Catch&Release's prior written consent. This Agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Catch&Release may assign this Agreement to a successor in interest in the event of a merger, acquisition or asset sale. This Agreement may be changed only by a written document signed by authorized representatives of both You and Catch&Release.

You will be responsible for all costs expended by You and/or Your Children and Catch&Release will be responsible for all costs expended by Catch&Release in connection with this Agreement.

You acknowledge and agree that You have read the foregoing terms and conditions, that You are at least eighteen (18) years of age, have the right to grant the licenses and/or releases hereunder and warrant that You fully understand and agree to the contents thereof.

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