

## **PHOTOGRAPH DISTRIBUTION AUTHORIZATION AGREEMENT**

**Between the undersigned:**

**The Company EDELKOORT ETC**

Limited-liability company [*Société à Responsabilité Limitée*] capitalized at 25,000 Euros  
Registered in the Paris Commercial and Trade Register under no. 394 846 356  
Having its registered office at Paris 75014, 47 Boulevard Saint-Jacques  
Represented for the purposes hereof by Ms. Lidewij Edelkoort  
Acting as Manager and duly authorized  
hereinafter referred to as "EDELKOORT"

**AND**

**The Company TREND UNION S.A.S.**

Simplified Joint-Stock Company [*Société par Actions Simplifiée*] capitalized at 150,000 Euros  
Registered in the Paris Commercial and Trade Register under no. B 338 073 455  
Having its registered office at Paris 75014, 30 Boulevard Saint-Jacques  
Represented by Ms. Lidewij EDELKOORT  
in her capacity as Chairwoman and duly authorized  
hereinafter referred to as "TREND UNION"

Acting jointly  
hereinafter referred to together as "The Publishers"

**for the first part,**

**AND**

hereinafter referred to as "The Author"

**for the second part,**

**THE FOLLOWING HAS BEEN STATED AND AGREED**

## **STATES**

1. Edelkoort and Trend Union are companies run by Ms. Lidewij Edelkoort whose purpose is to develop biannual forecasts on fashion and design trends, in particular by providing information on the materials, colors, and lifestyle and consumer tendencies in the coming years.

As part of this activity, they organize conferences, exhibitions, and have created, at the Internet address "trendtablet.com", a platform explaining how trends evolve and develop.

In one particular section of this site, they introduce the designers of tomorrow.

Trendtablet presents itself as an exchange and sharing forum open to contributions and Internet user interactions.

Lastly, Edelkoort and Trend Union create trend notebooks intended for the textile and fashion industry, as well as design, decoration, beauty and well-being.

These trend notebooks are published in limited quantities and intended for the entire world.

2. Internet users wish to participate in trends by sending photographs and text that the Publishers would be able to publish and reproduce in these notebooks, on the Trendtablet site, in specific works or on exhibition sites.

3. It is under these conditions that Mr. X has sent the Publishers the photographs making up Appendix I hereof, wishing to have them published in the tools developed by the latter.

4. The purpose of this Agreement is to define the terms under which Mr. X is providing the Publishers with his photographs listed in Appendix I to this agreement and assigning them the rights that he holds over those photographs.

## **CONVENTIONS**

### **I - PURPOSE**

The purpose of this Agreement relates to the assignment of rights related to the photographs, referred to below as the "works", appearing in Appendix I to this Agreement.

### **II – TRANSMISSION OF THE ARTWORKS**

The Author must send photographs with a minimum resolution of 300 DPI to the Publishers by e-mail at the following address:

[summer18@edelkoort.com](mailto:summer18@edelkoort.com)

Each digital file will include the title of the photograph and the name of the Author.

An acknowledgment of receipt will be sent by summer18@edelkoort.com to the Author.

### III – ASSIGNMENT OF THE ARTWORKS

1. Under this Agreement, the Author assigns to Edelkoort and Trend Union, free of charge:

- The material ownership of the photographs making up Appendix I hereof.
- The right to reproduce and/or represent the photographs throughout the entire world in the form of photographs, catalogs, anthologies, encyclopedias, specialized works, trend notebooks, pamphlets, posters and postcards, for all purposes.
- The right to reproduce and/or represent the artworks publicly throughout the entire world by land-based, satellite, cable, ADSL wireless television broadcasting and/or by all computerized methods (in particular on Internet websites, Extranet or Intranet of partners, published or co-published by Edelkoort and/or Trend Union), on all analog or digital media, linear or interactive (videocassettes, CD, CD-ROM, DVD-ROM, USB keys, SD card, hard drive, multimedia products, mobile telephone, on-demand video, etc.), intended for any audience, paying or not.
- The right to reproduce and/or represent the artworks publicly by projection in all places, open to the public, paying or nonpaying, and in particular, in noncommercial, educational and institutional circuits and in cinematographic circuits.
- The right to reproduce and/or represent the artworks using any technique for material fixing process for the storage, preservation, conservation and restoration process of the collection of documents, in particular including paper, photographic films, black-and-white or color photographs, slides, digital format, and using all methods known or unknown at this time.
- The right to establish, or have established, in such number as pleases Edelkoort and/or Trend Union or their assignees, as many copies, duplicates, or photocopies of all formats using all methods previously mentioned.

Furthermore, the Author assigns his secondary usage right to the Publishers.

The secondary usage right is to be understood as the right to reproduce and represent, or authorize the reproduction and representation of, the photographs in order to incorporate them into other works produced on all of the media previously mentioned and allow the exploitation of all derivative products for scientific or cultural purposes.

- The right of adaptation and/or modification, which includes the ability to modify the form and format of the work based on technical constraints imposed by the archiving, storage, security and computer distribution of the work.

#### IV – TERM OF THE ASSIGNMENT

The assignment of the exploitation rights for the photographs making up Appendix I hereof covers the legal term of protection of the Copyrights as defined by the French Intellectual Property Code as well as the International Conventions, including in case of any extension of this term.

#### V – SCOPE OF THE ASSIGNMENT

The assignment of the rights is granted for the entire world exclusively for commercial and noncommercial exploitation, subject to the necessary rights of the Author for the promotion of his artwork.

To that end, the Author has the right to exploit the photographs in the context of monographic works.

The Author declares that he has full and complete enjoyment of the rights that he is giving to the Publishers hereunder.

He expressly guarantees the Publishers free enjoyment of the rights thus assigned against any and all claims or evictions whatsoever from any third party whatsoever.

#### VI – SIGNATURE OF THE AUTHOR

The name of the Author will appear on all material supports of the artworks making up Appendix I to this Agreement, inasmuch as it is physically possible, in the following form:

© /            photo (photographer's name).

#### VII – APPLICABLE LAW

By express convention between the parties, this Agreement is governed by and subject to French law.

#### VIII – FORUM

All disputes, controversies or complaints following from this Agreement and in particular pertaining to its formation, validity, binding effects, interpretation, performance, violation, will lead to an attempt at amicable resolution between the Parties, assisted, if applicable, by their respective legal counsel.

If the Parties have not succeeded in reaching an agreement within two months of the date on which they have met or tried to meet to resolve their dispute, this dispute will be submitted to the competent Paris Courts for definitive resolution.

Executed at

The

In three copies

**EDELKOORT ETC**

**THE AUTHOR**

**TREND UNION S.A.S.**