

TERMS AND CONDITIONS

Version 2009 January

Following 'Terms and Conditions' apply to all transactions between the Client and RImagine, unless stipulated differently in a separate agreement. Verbal agreements do not apply.

1. INTRODUCTION

The Client commissions RImagine to produce photographs, artworks or layouts, hereafter referred to as the 'Work'. The Client agrees, that the Work may be digitally altered after it has been created.

2. FEES

All fees are stipulated separately in quotations for each job, whereby a full day photo shooting is 8 hours, including a 30 minute lunch break. Respectively, a half day shoot is 4 hours in total. RImagine may bill Client in excess of the quotation for overtime which is charged if shootings exceed the 8 hours stipulated in the quotation. If shootings are carried out on weekends, public holidays or public non-working hours, additional charges of 30% apply. Estimated fees are based on specific conditions of objects, people or places. If these conditions differ between the time the quotation has been rendered and the actual shooting, the fees can change respectively. For On Location shootings, travel time is charged with 50% of the relevant fees. All expense estimates may vary by as much as ten (10%) percent in accordance with normal trade practices. A 15% mark-up is charged if Client appoints RImagine to purchase or rent goods.

3. QUOTATIONS

All expense estimates stated in the quotation are subject to normal trade variance. Quotations are valid for a 7 day period. When a quotation gets signed by the Client, RImagine has the obligation to deliver the respective services based on the conditions stipulated in the quotation. In return, Client enters by signing the quotation into a legal contract and has the obligation to deliver payment.

4. RESERVATION OF RIGHTS.

Unless specified otherwise on the quotation, clients get full usage rights in regards to time, media and location. Not included however are advertising rights, e.g. billboards, print ads or oversized posters. All rights not expressly granted shall be reserved to RImagine, including but not limited to all copyrights and ownership rights of the Work. Client shall not modify directly or indirectly any of the Work, whether digitally or any other form or process without the consent of RImagine. If Client wishes to make any additional uses, Client shall seek permission from RImagine and pay an additional fee to be agreed upon. Based on the specified usage rights of each quotation, Clients only get the accorded rights after the full payment has been settled. RImagine retains for life unlimited on- and offline portfolio rights, which includes promotional usage, use in photographic competitions and any publication of an original manuscript or portfolio presentation for trade or other use. Additionally, RImagine retains for life the right to use the Client's company name for promotional purposes. For ongoing and recurring cooperation, a 'Contract' can be signed between the Client and RImagine which clarifies the copyright and usage right situation.

5. PAYMENT TERMS

Client must deliver payment as stated and agreed to in the quotation. Prior to RImagine's commencing the photo shoot, Client shall pay RImagine the down payment shown on the quotation, which shall be applied against the total due. Thereafter, 5% per month service charge will be charged on the unpaid balance. Adjustments of these terms must be requested in written and in advance.

6. CLIENT RESPONSIBILITY

Authorized Client Representative:

Client is responsible for sending an authorized representative to the shooting. If no representative is present, the client must provide definite image requirements in form of an existing image which style shall be replicated, or Client needs to accept RImagine's judgment as to the execution of the Work. If image approvals are not given on the day of the shooting or the dedicated person from the Client did not have the final word on this matter, re-shoots will be necessary and will be charged with standard fees. The same may occur if Client changes his requirements during the shooting. Client agrees that approvals given by its authorized representative constitutes as final approval by the client itself.

Providing Feedback In-Time:

Upon receiving the Work, the Client has the amount of time stated in the quotation to provide his feedback. If feedback is not given in time, significant delays or even additional charges may occur, if for example

third parties like models are involved. Should the feedback come in time, RImagine will make these changes without extra charges, for one time only. Any future requests for changes are charged with standard rates.

7. CANCELLATIONS AND POSTPONEMENTS

Client is responsible for payment of all expenses incurred up to the time of cancellation, plus 50% of RImagine's fee. If notice of cancellation is given less than two business days before shoot date, Client will be charged 100%. Weather postponements: Unless otherwise agreed, Client will be charged 50% fee if postponement is due to weather on location, whether or not if postponement occurs before departure to location. If same assignment that is cancelled is rescheduled for a later date, full fee plus expenses will be charged. If Client or any other party which acts on behalf of Client delays the production and/or delivery the finishing date will be delayed correspondingly at no financial liability to RImagine. If RImagine can not continue to shoot because of the client (still time), same charges apply.

8. THIRD PARTIES

Client may not assign or transfer this agreement to a third party. No waiver is binding unless set forth in writing. RImagine is not responsible for the acts of third parties that lead to complications in or prevent completion the commissions.

9. RELEASE FROM LIABILITY

If third parties take legal actions against the client because of the Work, Client will take full responsibility. It is up to the sole judgment and decision of Client to show, publish, or post to the web the Work, and therefore the Client is liable for any claims for third parties. Regarding work in public spaces, e.g. for event shootings, RImagine can not be held responsible for Libel or Defamation suits since it cannot provide model release forms for all who attend.

10. MODEL AND PROPERTY RELEASES

No model or property releases exist on any of the Work unless RImagine specifies the existence of such release in writing. Client will indemnify and defend RImagine against all claims, liabilities, damages, costs and expenses, including reasonable legal fees and expenses arising out of any use of any of the Work for which RImagine's furnished no release, or any of the Work altered by Client or at the Clients request. RImagine's liability for all claims shall not, in any event, exceed the fee paid under this invoice.

11. AUTHOR OF WORK

RImagine is the sole creator and author of the Work. The talent creating the Work is either under a full-time or part-time employment (freelancer) with RImagine. The Work may be digitally altered (digital imaging) by RImagine or another service provider if necessary. If any third party alters or influences the Work, RImagine will state that on the quotation or invoice.

12. MISCELLANY

The terms and conditions shall be binding upon the parties, their heirs, successors, assigns, and personal representatives; this Agreement constitutes the entire understanding between the parties; its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize additional fees and expenses orally; a waiver of a breach of any of its provisions shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof; and the relationship between the Client and RImagine shall be governed by the laws of the People Republic of China.

13. CREDENTIAL RIGHT

RImagine's copyright notice "© RImagine.com" must accompany each editorial use as adjacent credit line or invoice fee shall be tripled. Client will provide copyright protection on any use and assign it to RImagine immediately upon request, without charge. Client agrees to supply RImagine with six free copies of each use of the Work. Published Work should be credited as requested, failure to do so will result in an additional 50% Charge.

14. APPLICABLE LAW AND COURT OF JURISDICTION

The court of jurisdiction is Shanghai, China, of which related laws and regulations shall govern.