



## **MASTER PHOTO AGREEMENT**

THIS MASTER PHOTO AGREEMENT (the "Agreement") is entered into as of the date of signature by and between JELD-WEN, Inc. ("JELD-WEN") located at 2645 Silver Crescent Dr, Charlotte, NC 28273, and "Photographer" (as identified below).

JELD-WEN desires to acquire and Photographer desires to provide photographs ("Photo/s") as identified on an order form ("Order," a sample of which is attached hereto). This Agreement sets forth the general rights and obligations regarding each Photo/s identified in an Order.

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Photo Purchase Agreement the parties to this Agreement agree as follows:

### Order of Photo/s

1. JELD-WEN will deliver to Photographer an Order for one or more Photo/s.
2. Photographer may accept the Order by signing the Order or by performance of the Order.

### Compensation for and Acceptance of Photo/s

3. The compensation due from JELD-WEN to Photographer for the Photo/s will be set forth in each Order.
4. JELD-WEN will have five (5) business days from delivery of the Photo/s to accept the Photo/s or provide notice to Photographer of any deficiencies in the Photo/s from the requirements of the Order.
5. JELD-WEN will pay the amount stated in the Order upon acceptance of the Photo/s. JELD-WEN may cancel an Order at any point prior to delivery. Once Photographer has accepted an Order, JELD-WEN may modify the Order on agreement with the Photographer.

### Photographer Rights

6. The Photographer irrevocably waives all rights granted to them under the Visual Arts Rights Act of 1990 ("VARA"). In any case where the VARA rights are not waivable, Photographer hereby consents to any modifications to the Photo/s and renounces any entitlement to attribution.

### Intellectual Property

7. If the Order specifies commissioned Photo/s, Photographer hereby assigns, transfers, and sets over to JELD-WEN all rights, title, and interest in and to any intellectual property right Photographer has in the Photo/s, including all copyrights, and all renewals and extensions thereof, throughout the world, in all forms and media now known or hereafter invented.
8. If the Order specifies stock Photo/s, photographer hereby grants to JELD-WEN a paid-up world-wide, exclusive, sub-licensable, license in the field of doors and windows under any intellectual property right Photographer has in the Photo/s for JELD-WEN's use in perpetuity of the Photo/s for any purpose, including, without limitation, the rights to reproduce, prepare derivative works, distribute, and display the Photo/s, including all copyrights, and all renewals and extensions thereof, in all forms and media now known or hereafter invented.



### Confidentiality

9. All information in any Order shall be considered confidential to JELD-WEN ("Confidential Information") and Photographer will not disclose any Confidential Information to any third party and will not use Confidential Information except to carry out the purpose of this Agreement. The non-disclosure and non-use obligations shall survive any termination of this Agreement.

### Term

10. The term of this Agreement shall be in perpetuity unless JELD-WEN provides a notice of termination to Photographer.

### Warranties and Representations

11. Photographer warrants that: i. Photographer is the sole proprietor of the Photo/s; ii. The Photo/s is original and has not been copied or modified; iii. Photographer obtained all permission, consents and releases needed to create the Photo/s; iv. The Photo/s does not infringe the legal rights of any person or persons including any existing copyright or trademark to the best of Photographer's knowledge; and v. For any identifiable person/s in the Photo/s Photographer has obtained a release from such person/s commensurate in scope to the rights granted to JELD-WEN under this Agreement.

### Indemnity

12. In the event that a third party brings any action and or claim against JELD-WEN for the violation of the copyright, trademark, or other legal rights of such third party due to the exercising of any of the rights granted by Photographer to JELD-WEN under this Agreement, Photographer shall hold harmless and fully indemnify JELD-WEN from any loss sustained by JELD-WEN by reason of such violation.

### Governing Law and Jurisdiction

13. All disputes arising out of, under or in respect to this Agreement shall be governed by the laws of North Carolina. Only the Courts of North Carolina shall have the sole and exclusive jurisdiction to try such disputes.

IN WITNESS WHEREOF the parties have executed this MASTER PHOTO AGREEMENT on the latest date specified below or in electronic signature.

Photographer Studio:

\_\_\_\_\_

Studio Address: \_\_\_\_\_

\_\_\_\_\_

Photographer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

JELD-WEN, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_