

AGREEMENT FOR PHOTOGRAPHY SERVICES

PHOTOGRAPHER INFORMATION

Marie-Pierre Photography (a division of Oops! Design Inc.)
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Sherwood Park AB T8H 1S2
Telephone: 780-416-5253
Email: mariepierre@mariepierrephotography.com
BN: 805114279

SCOPE OF AGREEMENT

Purpose. This Agreement is entered between Marie-Pierre Photography, hereinafter "Photographer," and the purchaser of the Heartfelt Chapters photography services, hereinafter "Client," for the purpose of purchasing photography services in order to document daily family life at various intervals over a period of one year.

Description of Services. Photographer agrees to provide the following photography services and products (herein the "Photography Session") for Client:

Consultation: To discuss session dates, locations, policies and procedures, and what to expect during the photography sessions.

Photography Sessions: Photographer will go to each session at appointed time and location. Photographer will stay with Client throughout the reserved time.

Digital Files: Delivered via download after each session.

Ordering Appointment: Client and Photographer will meet at agreed upon date, time, and location to review the year. Photographer will guide Client in selecting images for the art book included with the artwork collection and will assist with the purchase of additional products if desired (refer to the image and file delivery section). It is expected the order will be placed at this single in-person ordering appointment. However, if additional ordering appointments are required, a \$100 fee per additional ordering appointment may be incurred.

FEES, COSTS AND PAYMENT

Payment. In the event that Client fails to remit any payments as specified herein, Photographer shall be entitled to terminate this Agreement immediately and shall have no obligation to render the Photography Services.

Travel. Distances more than sixty (60) kilometers from Photographer's principal place of business will be subject to an additional travel fee, with the exact fee based upon the mileage (calculated based on \$1 per kilometer) and whether food, hotel and flight accommodations are necessary. Any travel fees incurred after the signing of this Agreement shall be agreed to in writing by Client (which includes email with acknowledgement by recipient) and shall be billed to Client by Photographer, with payment due upon receipt, and subject to a late fee of 2% per day after 30 days from tendering the bill to Client. All travel fees must be paid no later than 7 days prior to the Photography Session date.

Other Expenses. Reasonable expenses such as mailing, shipping, parking, toll road fees or other related fees must be reimbursed to Photographer and may be added to Client's balance before or following the Photography Session. Whenever possible, Photographer shall retain itemized receipts supporting all expenses incurred, and any request by Photographer for reimbursement of expenses shall be accompanied by such an itemized receipt (unless otherwise approved by Client verbally or via email).

Overtime. The services purchased are the only services and goods provided by Photographer under this Agreement. Any additional hours of photography not set forth in the Heartfelt Chapters plan or additional products such as albums or prints may be added for an additional fee. Should Client or Client's authorized representative verbally authorize additional time for photography on the date of the scheduled Photography Session, payment for the additional hours shall be due that day. No images or other deliverables shall be given to Client until any outstanding balance is paid by Client.

CANCELLATION AND RESCHEDULING POLICY

Cancellation Policy. In the unfortunate event that Client decides to cancel or call off the Photography Session for any reason, Photographer must be notified by Client in writing (as specified herein in paragraph entitled "Notices") of Client's termination of this Agreement due to cancellation of the Photography Session. Following terms shall apply:

- A. Photographer shall be entitled to retain any payments already made by Client regardless of when the notification is received by Photographer as liquidated damages.
- B. If the notice of termination is received by Photographer less than seven (7) days prior to the date of the Photography Session, Client shall be responsible for the remaining balance of the total balance, due to Photographer within two (2) business days of Photographer's receipt of the written notice of termination.

Rescheduling Policy. If Client decides, for any reason, to postpone or change the date of the Photography Session, official notice must be given to Photographer in writing and the following terms shall apply:

- A. Rescheduling requests must be made in writing at least forty-eight (48) hours before the Photography Session, except in the case of an emergency.
- B. For the 12 monthly one-hour photo sessions plan: If a session is missed, an extra hour can be added to the next session. If this isn't done the next month, that hour is lost. This courtesy is limited to one occurrence per year.

OPERATING PROCEDURES

Creative License. Client hereby acknowledges and agrees that Photographer's services are being retained to produce a finished, creative work and as such, reasonable artistic license and discretion will be used in photographing the Photography Session. Photographer retains the right to refuse to photograph any situation which would interfere with Photographer's artistic discretion.

Non-Guarantee. Although every possible care will be taken to produce photographs of all important and special moments during the Photography Session, Photographer cannot place an unconditional guarantee on the preceding. Client agrees that Photographer will not be held responsible for any missed or ruined photographs due to the interference or non-cooperation on the part of any party, equipment failure, or any other cause within or outside of Photographer's control.

While Photographer will make every reasonable effort to take specifically requested photographs, Client understands that due to the varieties of the weather, lighting, cooperation of third parties, and willingness or availability of subjects, Photographer cannot guarantee that any particular requested photo will be taken or satisfactorily captured.

Venue Rules. Client hereby acknowledges that Photographer may be limited in providing photographic services due to the house or venue rules of any locations being used during the Photography Session, and shall not be held responsible for any images not captured due to compliance to these rules.

Location Access, Fees, Permits. Client shall be responsible for obtaining any permits necessary for locations they wish to utilize during the Photography Session. Client shall also be responsible for any fees incurred by Photographer while fulfilling this agreement, including but not limited to location entrance fees and location parking.

DANGEROUS CONDITIONS. IF, DURING THE PHOTOGRAPHY SESSION, PHOTOGRAPHER IS EXPOSED TO: (A) CONDITIONS WHICH IMPERIL OR CAUSE PHOTOGRAPHER OR THEIR CREW TO FEAR FOR THEIR SAFETY, INCLUDING BUT NOT LIMITED TO HOUSEHOLD DANGERS AND PETS OR OTHER AGGRESSIVE ANIMALS, OR (B) OBJECTIONABLE, ILLEGAL, DISCRIMINATORY ACTIONS, STATEMENTS, OR IMPLICATIONS TO WHICH PHOTOGRAPHERS AND THEIR CREW DO NOT WISH TO BE A PARTY OR WITNESS, PHOTOGRAPHER RESERVES THE RIGHT TO IMMEDIATELY PROTECT PHOTOGRAPHER AND PHOTOGRAPHERS' INTERESTS, INCLUDING BUT NOT LIMITED TO A CESSATION OF THE COVERAGE, LEAVING THE PHOTOGRAPHY SESSION LOCATION(S), AND/OR TERMINATING THIS AGREEMENT. IN SUCH CIRCUMSTANCES, PHOTOGRAPHER WILL NOT REFUND ANY MONEYS PAID BY Client. Client SHALL INDEMNIFY PHOTOGRAPHER FROM ANY DAMAGE OR INJURY, INCLUDING EMOTIONAL DISTRESS, THAT PHOTOGRAPHER OR THEIR CREW MAY SUSTAIN ARISING FROM, OR RELATED TO, ANY HAZARDOUS, OBJECTIONABLE, OR SOCIALLY UNACCEPTABLE CONDITIONS, STATEMENTS, OR ACTIONS THAT IMPERIL OR CAUSE PHOTOGRAPHER OR THEIR CREW TO FEAR FOR THEIR SAFETY, WHILE PERFORMING THIS AGREEMENT.

RIGHTS TO INTELLECTUAL PROPERTY

Copyright. As the author of all images made pursuant to this Agreement, Photographer retains the copyright in and to the images. The parties agree that Photographer is not a work for hire in accordance with Canadian Copyright Law, and that Photographer retains those exclusive rights in the photographs provided by Canadian Copyright Law, including the rights to reproduce the copyrighted work, prepare derivative works based on the copyrighted work, distribute copies of the copyrighted work to the public, and display the work.

Client Use and Image Release. Photographer grants Client a limited reproduction license and print release for personal use. Client may use the images taken pursuant to this Agreement for:

- A. Personal, non-commercial purposes including display on personal websites, copies for family and friends, and
- B. The publication of announcements or articles with credit given to Photographer as "© Marie-Pierre Photography." Client will not permit or assist with any commercial use or sale of the photographs without specific written consent of Photographer.

Prohibited Use. Client is prohibited from selling or submitting images for commercial, editorial or advertising purposes without permission and written consent from Photographer. Client is also prohibited from providing images to any third party for any commercial, editorial, or advertising purpose without permission from Photographer. Further, Client shall not alter, manipulate, crop and or add any filter to the images. Any other utilization or reproduction is specifically prohibited without the express written consent of Photographer. Nothing contained herein shall be deemed a release of Photographer's copyright on any of the images.

MODEL RELEASE

Client hereby grants Photographer, its successors, legal representatives, and assigns those entities to which Photographer acts as agent, and those acting with Photographer's authority and permission, the unrestricted right and permission to copyright, license, use, reproduce, and distribute images in which Client, as well as any minor child to whom Client serves as guardian or any guest of Client present at Photography Session,

hereinafter Client's Affiliated Associates, may appear in whole or in part, composite or distorted in character or form, in any country, at any time, in any media, for any purpose. Such permissible use may include but is not limited to: commercial use, personal use, advertising, trade, exhibition, competition entries, photo directories, promotion, marketing, video, print, publication, or editorial work.

Client SHALL DEFEND AND INDEMNIFY PHOTOGRAPHER FROM AND AGAINST ANY CLAIMS THAT ANY OR ARISING FROM, OR RELATED TO, THE USE OF ANY IMAGE OR LIKENESS OF THOSE PHOTOGRAPHED AT Client' REQUEST WHO ARE PRESENT AT THE PHOTOGRAPHY SESSION.

IMAGES AND FILE DELIVERY

Delivery. Following the Photography Session, the Photographer will prepare a selection of Photographic images in high and low resolution from the Photography Session (Gallery). The Photographer will send the Gallery to the Client via a link to an electronic file download. Photographer will provide Client with the Gallery within approximately four (4) weeks following the Photography Session. Photographer will inform Client if more time is needed to edit the images, and Client agrees that Photographer shall be entitled, within reason, to such additional editing time. No specific number of images is promised or guaranteed; the exact number of images is based upon the specifics of Client's Photography Session. Client shall not be entitled to all images or RAW files.

In-Person Ordering. The ordering appointment will be held on a date agreed upon between the Client and the Photographer. Cancellation fees and rescheduling fees may apply if Client cancels ordering appointment. Rescheduled ordering appointment must take place within one (1) week of the original scheduled appointment. Unless otherwise agreed upon by the Photographer, Client must make their selection of Photographs and Products at the ordering appointment. Photographs and Products purchased will not be delivered until payment for all Products and Services has been received in full. Once orders have been placed, they cannot be cancelled or refunded.

Editing. Client understands and acknowledges that Photographer will choose the best photographs among the photographs taken during the Photography Session in order to tell the best "story" of the typical life captured by the Photography Session. No particular photograph or image is guaranteed. All editing and correction techniques are subject to Photographer's unilateral discretion and artistic control.

Any additional editing and retouching requested by Client is at the discretion and availability of Photography and may require additional fees. Client will be provided with an estimate prior to Photographer commencing the performance of additional editing.

Client shall not make any adjustments to the images themselves, including but not limited to, changing colors/tones, adding textures and/or changing the image from color to black and white.

Client is advised that due to the inherent quality of dyes and materials, fading of photographic images may occur. Client agrees to and releases Photographer from any liability claims based upon fading or discoloration in any product provided under this Contract.

Client is advised that due to the documentary approach taken during the Photography Session and varying lighting situations, there can be no guarantee of results free from noise, grain, etc.

Archive. Client is fully responsible for the safekeeping of all proofs, digital negatives, prints and albums. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read products provided, and it is Client's responsibility to ensure that digital files are copied to new media as necessary.

DATA POLICY

General. By signing this Agreement, Client agrees to the following Data Policy on behalf of itself, and to the extent required by applicable data protection laws and regulations, in the name and on behalf of Client's Associated Affiliates, if any and to the extent that Photographer processes data for which the Associated Affiliate is the controller under applicable data protection laws and regulations.

Data Collection, Storage, and Processing Procedures. Photographer only collects, stores, or processes the personal data that is necessary to provide its services, including contact information, payment information, and the personal information contained in the photographs hosted or maintained by Photographer. Photographer shall treat all personal data as confidential information and shall only process Client's data on behalf of and in accordance with Client's documented instructions for the following purposes: (1) processing in accordance with this Agreement, or (2) processing initiated by Client or Client's Associated Affiliates in their use of Photographer's services or in other communication with Photographer. Photographer shall maintain Client personal data for the duration of Client's contract with Photographer and shall keep the data no longer than is necessary for the purposes for which it is being processed, after which all personal data associated with Client shall be deleted. Photographer shall delete and remove all or any specified portion of Client personal data upon written request from Client. Photographer will only ever use a third party to subprocess Client personal data with express and written consent from Client.

Limitation of Liability. Photographer expressly disclaims and Client hereby agrees to release and hold harmless Photographer from all liability, including without limitation liability on the basis of copyright infringement, invasion of right of publicity or privacy, defamation, false light, tortious interference with business, or any other claim or judgment arising from the unauthorized reproduction, transmission, misappropriation, alteration, or other misuse of any image hosted, maintained, or displayed by Photographer by third parties.

Security Measures. Photographer shall maintain appropriate technical and organizational measures for protection of the security, confidentiality, and integrity of Client personal data (including protection against accidental or unauthorized access to or loss or destruction of Client personal data). Photographer shall notify Client without undue delay and in compliance with applicable laws in the event that Client or Client Associated Affiliate personal data held by Photographer is damaged, lost, compromised, or otherwise accessed or disclosed without authorization. Photographer shall make reasonable efforts to determine the cause of such data breach and shall take what steps Photographer deems necessary to remediate the cause of such data breach to the extent such remediation is within Photographer's reasonable control. The obligations herein shall not apply to data breach incidents caused by Client or Client's Associated Affiliates. Photographer shall keep accurate records of all processing of Client and Client Associated Affiliates personal data. In the event of an audit or inspection of either Photographer or Client or Client Associated Affiliates by an applicable authority, both Parties shall provide all requested and necessary information to the other without undue delay.

LIMITATION OF LIABILITY

General. Client agrees that, to the fullest extent permitted by law, Photographer's total liability for any claims, breaches or damages by reason of any act or omission, including breach of contract or negligence, shall be limited to the amount of the fees paid by Client. In the unlikely event that all images or data on media have been accidentally lost by Photographer, Client agrees that the limit of Photographer's liability is full refund of all moneys paid. In the unlikely event there is an accidental partial loss of images or data on media, liability is limited to a one-time additional Photography Session. In the event that images or data on media is completely lost or partially lost due to any action or condition outside the control of Photographer, such as weather, intentional acts by third-party, or negligence of third-party, Client understands that Photographer is not liable and may at Photographer's discretion, provide Client with a one-time additional Photography Session. Photographer shall not be liable for any claims for emotional distress, mental anguish, punitive damages, consequential damages, lost profits, loss of enjoyment, lost revenues and/or replacement costs.

Injury: Minor Children, Pets. Client understands and agrees that Photographer is not liable for any injury caused to or by a minor child unattended by a guardian. Client understands and acknowledges that Photographer and Photographer's team are not child-care professionals or babysitters and have no duty nor obligation to watch, look after, care for, prevent harm to, or in any other manner take responsibility for the health and safety of any minor child at any time. Client understands and agrees that Photographer is not liable for any injury caused to or by an unattended pet or other animal. Client understands and agrees that Client is responsible for any damages or injury caused to Photographer, Photographer's team, or Photographer's equipment caused by an unattended minor child, household pet, or other animal.

Loss of Property. Client understands and acknowledges that Photographer is not liable for the loss or destruction of any property caused by Photographer or Photographer's team.

Images. Client understands and acknowledges that Photographer has been hired to create a documentary-style set of photographs for Client, and that Photographer will attempt to capture a realistic and uncensored vision of Client's home life, which may include moments that Client may find objectionable or unflattering, and Client hereby waives all potential claims or causes of action arising on the basis of the images of the finished product. Client acknowledges and agrees that if there are any aspects of Client's home life which Client prefers not to be photographed, Client must communicate these restrictions to Photographer no less than seven (7) days before Photography Session. In the event that the finished product contains images which Client finds objectionable, Client may, within one (1) week of receipt of the finished product, revoke the Model License granted by this Agreement as to the specific images to which Client objects.

Incapacitation of Photographer. If Photographer becomes materially or physically incapacitated, prohibiting them from performing this Agreement, such as due to serious illness, injury, death in the family, pregnancy or unexpected causes beyond the control of Photographer, Photographer and Client will make every effort to reschedule the Photography Session. If a reschedule cannot be agreed upon, Photographer will return all monies to Client including the retainer, and Photographer will have no further liability.

Force Majeure. No Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God (including fire, flood, earthquake, storm, tornado, hurricane or other natural disasters), Government restrictions (including the denial or cancellation of any passport, export license, or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected. Should the Photography Session be cancelled, postponed or otherwise adversely impacted as a result of a force majeure event, there shall be no refunds for non-refundable retainer and payments already received by Photographer, but Photographer will use all reasonable efforts to work with Client to schedule an alternate Photography Session at a later date if necessary, subject to Photographer's availability. Additional fees may be incurred as a result of services rescheduled due to a force majeure event.

MISCELLANEOUS

No Implied Waiver. The failure of any Party to require strict compliance with the performance of any obligations and/or conditions of this Agreement shall not be deemed a waiver of that Party's right to require strict compliance in the future, or construed as consent to any breach of the terms of this Agreement.

Modifications. Any modification or amendment to this Agreement requires the mutual consent of the Parties, and must be made in writing and signed by all Parties. The Parties may modify or amend this Agreement by way of email, so long as all Parties provide proper acknowledgment of receipt of the email and indicate their acceptance of the revised terms of the Agreement by way of an electronic signature in the following form: "/s/ Party Name." Email modifications shall not become binding until all Parties have complied with these requirements.

Notice. Any notice or official communication provided for in this Agreement (such as notices of termination of the Agreement due to cancellation of the Photography Session or Client's change of heart regarding Photography Session, or notices of postponement or date change) shall be in writing and shall be delivered

in person, by registered/certified Canada mail or tracked shipping (via UPS, Federal Express or other major carrier), or by email, and said notice shall be effective upon actual receipt by the other Party, or, if sent by registered mail or tracked shipping, within seventy-two (72) hours of placement in the mail or shipping, whichever is sooner, or, if sent by email, upon written acknowledgement of receipt of such notice.

Controlling Law and Jurisdiction. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of Photographer's principal place of business and the Parties expressly agree that any dispute requiring resolution by a court shall be subject to the exclusive venue and jurisdiction of the provincial and federal courts located in Photographer's principal place of business.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which collectively shall constitute one Agreement. Use of electronic signatures shall have the same force and effect as an original signature.

Assignability. Nothing in this Agreement, express or implied, will confer upon any person or entity not a Party to this Agreement, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this Agreement, except as expressly provided in this Agreement. No Party may assign any obligation or benefit arising under this Agreement to any third party without express and written permission from the other Party.

Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements whether oral or written concerning the subject matter of this Agreement.