

STANDARD TERMS AND CONDITIONS FOR PHOTOGRAPHERS/LIVE APPEARANCES
("Agreement")

GrandAriTour, Inc.
c/o Myman Greenspan Fox Rosenberg Mobasser Younger & Light, LLP
11601 Wilshire Blvd., Suite 2200
Los Angeles, California 90025
Attn: Aaron D. Rosenberg, Esq.

Dated as of _____, 2019

You ("Photographer") have requested permission to photograph the artist publicly known as "Ariana Grande" ("Artist") at and/or in connection with the _____, 2019 live concert/personal appearance by Artist at _____ (the "Performance"). Any and all photographs and/or other recorded material embodying the images of Artist taken by Photographer are referred to herein as the "Photographs". For good and valuable consideration, receipt of which is hereby acknowledged, Photographer is hereby granted such permission, conditioned upon and subject to the following:

1. Right To Photograph:

(a) Photographer shall have the limited right to capture solely still photographs of Artist solely during the first three (3) songs performed by Artist at the Performance. Any such photography shall only occur from a designated spot at the front of house (not in the "pit") Photographer shall not have the right to use any "flash" in connection with any such photographs.

(b) Photographer acknowledges that all photography is "shoot at your own risk." Photographer therefore takes all responsibility for anything that could or does happen to Photographer and/or Photographer's photography equipment. Company and Artist accept no responsibility for Photographer while at the Performance. Photographer hereby releases Company, Artist and each of their related entities and each of their respective assigns, representatives, employees and contractors from any and all claims, damages, liability, cost or expense arising out of or in connection with Photographer's participation as a photographer at the Performance.

2. Ownership/Rights:

(a) All rights (including all copyrights) in and to the Photographs shall be owned by GrandAriTour, Inc. ("Company") as a "work-made-for-hire". In the event that the Photographs are determined not to be a "work-made-for-hire," this Agreement shall constitute an assignment to Company of any and rights in and to the Photographs. At Company's request, Photographer hereby agrees to promptly provide Company with one (1) complete set of contact sheets and digital files of any and all Photographs taken in connection with the Performance, for personal, commercial and/or archival use by Company and Artist (and the licensees and designees of Company and/or Artist). Company and Artist (and the licensees and designees of Company and

Artist) shall have the right, without any obligation to Photographer or any third party, to use and exploit the Photographs in any manner, by any and all means, in any medium or form, whether now known or hereafter devised, either alone or coupled with other materials.

(b) Photographer shall have the limited right to use certain Photograph(s) expressly approved in writing by Artist, in a single instance, solely as part of a news item relating to the Performance in the news publication of which Photographer is an employee/agent. Any other use of the Photographs (including, without limitation, any syndication of the Photographs, any additional use in connection with the news publication of which Photographer is an employee/agent, or any use in other publications) is subject to Company's prior written consent in each instance. The Photographs may not be used in any manner which could imply an advertisement or endorsement by Artist of any company, person, product or service. By way of example, but without limiting the foregoing, neither Photographer nor the news publication of which Photographer is an employee/agent shall have the right to embody the Photographs (or any portion thereof) in or on any items of merchandise or in connection with any advertisement or promotion of any person, product or service whatsoever. If the Photographs are to be printed together with any editorial, news or other informational text, the final edit of such text shall be subject to Artist's prior written approval. Photographer shall have no other rights with respect to the Photographs, and Photographer shall not assign, license or transfer such rights. All rights in and to the Photographs not expressly granted pursuant to this subparagraph 2(b) are reserved by Company and Artist.

3. Confidentiality: All information concerning the Artist, Artist's friends, family, business associates, business entities, affiliates and other individuals and entities (the "Persons"), including, without limitation, legal and financial affairs, the terms of any agreement between Artist and the Persons, the Persons' physical health, or philosophical, spiritual or other views or characteristics, planned wardrobe(s), hairstyle(s) and fashion collaborations shall be deemed to be confidential, private, secret and sensitive information (collectively "Confidential Information"). Photographer shall not, publish, directly or indirectly, or cause or induce the publication to a third party of, any Confidential Information, including, without limitation, texting, "tweeting," posting on social media, giving any interviews, making statements to the press, or writing, preparing or assisting in the preparation of any books, articles, programs, press releases or any other oral or written communications. Photographer shall not remove, reproduce, summarize, copy, excerpt, distribute, sell, exploit or utilize in any manner whatsoever any Confidential Information from any location without Artist's prior written consent in each instance. Furthermore, Photographer agrees that Photographer shall not make any derogatory or negative statements with respect to the Persons, or otherwise engage in any act that may harm or disparage or cause to lower in esteem the Persons' reputation or public image. Photographer acknowledges that a breach by Photographer of any of the provisions hereof will cause Artist irreparable harm for which Artist will have no adequate remedy at law. Therefore, Photographer agrees that in addition to any and all other available rights or remedies, including damages as determined by a court, Artist shall be entitled to injunctive relief and all other remedies provided in such event by law or equity. Such remedies shall include, without limitation, an award of attorneys' fees and the right to prevent dissemination of Confidential Information prior to its publication.

4. Miscellaneous:

(a) Without limitation of the other remedies to which Company and Artist may be lawfully entitled, any breach of the terms hereof shall result in the immediate rescission of all rights granted by Company hereunder and shall be subject to injunction by any court of competent jurisdiction. Without limiting the foregoing, (i) Photographer shall be held liable for any and all damages suffered by Artist and/or any and all third parties in relation to the breach by Photographer of the provisions hereof, and (ii) any payment or other consideration or benefits payable to or received by Photographer in connection with the unauthorized use or disclosure of the Photographs shall be the property of Company and shall be immediately turned over to Company by Photographer or held in trust by Photographer for Company.

(b) This agreement shall constitute a binding contract, governed and construed in accordance with the laws of the State of California. Photographer hereby consents to the jurisdiction of the courts of the State of California. This Agreement may only be modified in writing signed by Company and Photographer. This Release may be executed by facsimile or electronically transmitted signature page (either in PDF, TIFF or JPEG format) which when executed shall be deemed to be an original.

A SIGNED COPY OF THIS DOCUMENT MUST BE RETURNED TO ARTIST'S REPRESENTATIVE PRIOR TO THE PERFORMANCE. ANY PHOTOGRAPHY OF ARTIST BY PHOTOGRAPHER SHALL BE DEEMED ACCEPTANCE BY PHOTOGRAPHER OF THE TERMS HEREOF, AND COMPANY AND ARTIST SHALL PROCEED IN RELIANCE ON SUCH ACCEPTANCE.

ACCEPTED AND AGREED:

Print Name:
("Photographer")
Employee/Agent of _____
(Name of Publication/News Group)