

the rights needed to use them in the Works. I also acknowledge, represent, and warrant that I have secured from all individuals appearing in the Works their prior written and signed authorization to use photographic and video reproductions of their image or likeness. I hereby guarantee to Accor SA and/or (company stated in point(4)) the peaceful enjoyment of the intellectual property rights licensed herein. This warranty shall remain in effect for the duration of the rights relating to the Works.

I also acknowledge that Accor SA is the exclusive owner of the brands that I have been required to photograph or record. As a result, I warrant that I will not make any use in the future, for any reason whatsoever, of any image of said trademarks.

This authorization also binds my heirs, successors and assigns.

This agreement expresses all the undertakings made by the parties and supersedes all previous deeds, contracts or agreements between the parties relating to the purpose mentioned in the preamble to this document.

It is also agreed that in the event of any inconsistency between the terms of this agreement and any provisions that predated its signature in any document (invoices etc.), the terms of this agreement shall prevail.

If any provision hereof is invalid or unenforceable, then such provision shall be construed to effect the intent of the parties as indicated herein to the fullest extent possible and the remaining terms shall remain in full force and effect.

The interpretation and performance of this Copyright Agreement shall be governed by the substantive laws of New York state and the copyright laws of the United States. In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to submit the matter to mediation proceedings under the mediation procedures of the American Arbitration Association (see <https://www.adr.org/Mediation>) to be held in New York, New York, USA. If the dispute has not been settled pursuant to the said mediation, any dispute that may arise between the parties regarding the formation, performance or interpretation of this agreement shall be resolved solely before the federal or state courts located in New York County, USA.

Signed in: \_\_\_\_\_

on: 06/15 2022

(Name stated at point (5)) **Signature of the Artist:**



Information concerning you is processed by ACCOR SA for the management of this authorization. This data processing is necessary to enable us to perform this authorization. Your data is intended for authorized personnel in charge of managing this authorization. Unless otherwise stipulated by legal or regulatory provisions, your data will be kept for the duration of the authorization. To exercise your rights please write to the Accor Data Protection Officer [accorhotel.dpo@accor.com](mailto:accorhotel.dpo@accor.com) or lodge a complaint with a supervisory authority.



as consideration for the payment of the agreed remuneration, hereby grant to Accor SA and to (company stated in point (4)) (together, “Licensees”) the exclusive right and license to reproduce, disseminate and display, in any and all media now known or hereafter developed, the photograph(s) and/or video(s) identified on said invoice (the “Works”), worldwide, for the full term of protection for the Works under the U.S. Copyright Act, the Copyright Act of Canada, the Intellectual Property Code in effect in France, and the provisions of any other copyright laws or international law or convention that is applicable locally, where the Works are eligible for such protection, including any extensions and renewal terms.

The term of license (“Term”) is the full duration of copyright, including any renewals and extensions, under the laws of each jurisdiction. However, notwithstanding anything to the contrary herein, the license shall only be exclusive for a period of seven (7) years, after which the Artist may use or license third parties to use the Works, subject to the following restrictions: (i) the Works shall not be used or licensed for use in the hospitality, restaurant, residence, and/or travel industries (e.g., travel magazines, restaurant websites) at any time during the Term; and (ii) in no event shall the Artist use or authorize use of any Works depicting any of Licensees’ hotels or other properties absent prior written authorization from Accor SA.

Notwithstanding the grant of exclusive rights by the Artist, the Artist shall be permitted, at all times during the term, to include the Works (including stills from any videos) in a professional portfolio (print or online) to promote the Artist’s work to potential clients as long as reasonable measures are taken to restrict third party copying of such Works.

For the avoidance of doubt, the grant to Licensees herein includes the right to use the Works for any business purposes, including without limitation for internal or external communications, advertising, marketing and/or events, and includes the right to release the Works to the public on any medium including, in particular, any book, magazine, periodical, brochure, package, catalog, guide, agenda, display, game, postcard, photocopy, microfiche, microfilm, any form of electronic, digital or video product including, in particular, CDRom, CD-I, CD-photo, DVD, Internet, Intranet, or mobile telephony, in any type of broadcast, e.g., movie theater, broadcast television, satellite, cable operator, or TNT, any website specializing in the broadcasting of videos such as Dailymotion and YouTube, any social network such as Facebook, Twitter, Pinterest, Instagram, Weibo, Snapchat, Wechat, Linkedin and iTunes as well as, in general, any other now known or hereafter developed media and using any now known or hereafter developed process.

Subject to any moral rights I may have in certain jurisdictions, this grant also includes, to the fullest extent permitted under applicable law, the right to adapt and modify the framing or dimensions of the Works, the right to make any changes made necessary by the transfer of the Works to another medium, the right to alter, edit, and combine the Works with other content for Licensees’ intended use (including the right to create still images from any videos), and the right to include the Works in a multimedia work and to convert them into multimedia form.

Notwithstanding the foregoing, however, this grant does not include the right for Licensees to use the Works on billboards or signs in outdoor advertising networks (subway, street furniture, etc.) which require the purchase of advertising space, or in national press campaigns which require the purchase of advertising space. Both these uses shall be subject to separate remuneration. In addition, to the fullest extent permitted under applicable law: I agree that the Works licensed hereby may be associated with any text, comment, and/or soundtrack, provided that they are not denigrating, defamatory, tortious or, in general, insulting or pejorative; I waive any right to inspect any final work before publication; I waive any right to additional remuneration for any uses of the Works hereunder; and I waive any right of attribution, any right of integrity, and any other so-called moral rights.

The rights granted to Licensees herein may be exercised (i) directly by Accor SA and/or indirectly by any party that Accor SA deems appropriate to replace it or to which it transfers the benefit hereof by, *inter alia*, sale, lease, exchange or loan; (ii) directly by (company stated in point (4)); and (iii) by any third party expressly authorized by Accor SA or (company stated in point (4)).

I acknowledge, represent, and warrant that I am lawfully able to make the grants to Licensees herein without violating any third party’s rights, and I am the exclusive owner of all rights related to the Works including, in particular, all copyright rights therein, and I have ensured that I have not reproduced or otherwise adapted an existing work of a third party, except any works already in the hotel and to which the owner of the hotel has confirmed, if necessary, to have



## COPYRIGHT AGREEMENT

**Must be signed by the photographer/videographer**

ACCOR SA  
N° 602 036 444 RCS Nanterre  
82, rue Henri Farman  
92445 ISSY-LES-MOULINEAUX Cedex  
France

### IMPORTANT INFORMATION

- (1) Shooting date(s): June 18, 2022
- (2) Establishment where the photos and/or videos were taken:  
Fairmont Chicago, Millennium Park  
Hotel code A557
- (3) Number of photos and/or videos over which rights are being granted (whole shoot): 33

(4) Accor Operator/Manager entity in (2): Accor Management Canada Inc.

Entity Type and Jurisdiction: a Canadian Corporation

Headquarter address:

155 Wellington Street West, Suite 3300, Toronto, ON M5V 0C3

First name and last name of the General Manager: Clay Spencer

Name of the person responsible for commissioning the photos and/or videos being taken:  
\_\_\_\_\_

**I, the undersigned, the photographer and/or videographer (hereafter, the "Artist")<sup>1</sup>:**

<sup>1</sup> *State the name of the Artist's agency where the agency holds the rights to the photos taken by the photographer.*

(5) Last name: Kelleghan Productions Inc.

First name: \_\_\_\_\_

Address:

1822 S. Halsted st. apt. 3, chicago, IL 606068