

DXO USER TESTIMONIAL PROGRAM AGREEMENT

1. (The Photographer) is involved in the photography business as a professional or serious amateur photographer and is interested to participate to the DxO Labs ("DxO") next communication campaign based on user testimonials, relating to DxO FilmPack or to DxO Optics Pro ("DxO User Testimonial Program"). DxO operates to launch this DxO User Testimonial Program and wishes the participation of The Photographer.

During this DxO User Testimonial Program, DxO will reproduce both The Photographer's testimony and some of the photos provided by The Photographer to illustrate such testimony on at least 2 websites (www.dxo.com and www.dxomark.com), potentially also on emailing campaigns and on other photography-related websites.

It is agreed that DxO may change, amend and/or modify the DxO User Testimonial Program at its sole discretion, including without limitation, expanding, reducing, changing the scope or contents of and/or deleting any terms, conditions under the DxO User Testimonial Program.

2. As participant of this DxO User Testimonial Program, The Photographer agrees to:
 - (i) Allow DxO to feature a selection of his/her photographs sent under this Agreement on the website listed above;
 - (ii) Allow DxO to publish testimony about his/her experience with DxO FilmPack and DxO Optics Pro products on the website listed above;
 - (iii) Provide the above elements to DxO without compensation other than the elements described in §3 hereafter.

3. DxO agrees in counterpart to:
 - (i) Make caption each of The Photographer copyrighted photos with " © The photographer *Name*" and the non-copyrighted photos with "Photo courtesy of *The Photographer Name*";
 - (ii) Get The Photographer authorization before use of The Photographer comments or testimony in other marketing and/or promotional materials related to DxO FilmPack or DxO Optics Pro products;
 - (iii) Publish the Photographer name, a portrait, a selection of photos and a link to a website of The Photographer. For technical reasons, the link can't be placed on the banner itself, but will be placed on the main DxO User Testimonial Program homepage.

4. The Photographer hereby grants DxO, who accepts, for the duration of this Agreement, a personal, non-exclusive, non assignable, non-transferable and worldwide right, under copyrights/author rights to use and reproduce all the testimony and photos provided by The photographer following the conditions described in §2. The right to reproduce includes the loading, the display, the execution, the transmission and storage as far as this is necessary for the right to use here above mentioned.

5. DxO, the DxO trademarks and DxO logos (hereinafter "Trademarks") adopted by DxO to identify DxO Film Pack Product, DxO Optics Pro and/or DxO other products are owned by DxO. The Photographer shall have no rights in such Trademarks.

6. All information of DxO that is either marked confidential or proprietary or that is disclosed in such manner that would cause a reasonable person to understand and assume that such information was confidential, including without

limitation, information relating to DxO's technology, business strategy, know-how, marketing, suppliers, customers, sources of materials, finances, business relationship, employees and trade secrets (collectively the "Confidential Information") disclosed to it by the other Party pursuant to this Agreement prior and subsequent to its execution, including, without limitation, the terms of this Agreement, shall be held in strict confidence and shall not, without the prior consent of DxO be made available or disclosed to any third party or be used by The Photographer other than as contemplated hereunder. The Photographer shall use all efforts, and shall take all precautions, to protect and maintain the confidentiality of all Confidential Information. Without limitation, The Photographer shall notify DxO immediately if it learns or has reason to believe that any person or entity, who has had access to Confidential Information or intends to take any action which would be in violation of this Agreement if taken by it.

7. The Agreement shall remain in effect for a period of one (1) year from the date The Photographer entered into this Agreement. It will renew automatically each year for additional one - year period, unless a Party has sent written notice to the other of its intent not to renew at least thirty (30) days prior to the expiration of a current term. The Photographer agrees to be bound by its terms during the one-year period, unless the Agreement is terminated earlier by either Party upon written notice to the other Party as provided for herein. DxO reserves the right to revoke The Photographer's participation in the DxO User Testimonial Program at any time for any reason, or for no reason. The Parties' rights, benefits and obligations hereunder shall terminate upon expiration or termination of this Agreement.

8. The Agreement shall be governed by the laws of France, without reference of its choice of law provisions. Any dispute, difference or question which may arise between the Parties in respect of or in connection with this Agreement which cannot be settled amicably shall be subject to the exclusive jurisdiction of competent court of Paris, France.

If the terms of this Agreement are acceptable to you, will you please confirm your agreement by countersigning and returning the copy. This Agreement may be executed and delivered by facsimile or electronic image transmission and the Parties agree that such facsimile or electronic image execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

DATE :

FULL NAME :

POSTAL ADDRESS :

EMAIL :

SIGNATURE :