

APERTURE STUDIO LTD. by ANT YEUNG PHOTOGRAPHY

Room 604, 6/F Federal Building
369 Lockhart Road, Causeway Bay
Hong Kong

Telephone : (852) 81012005 Facsimile : (852) 31866540

Website : www.AntYeung.com.hk / Wedding.AntYeung.com.hk Email : ant@AntYeung.com.hk

WEDDING PHOTOGRAPHY AND VIDEOGRAPHY SERVICES AGREEMENT

Client (person responsible for payment) _____

Address _____

Phone (Day) _____ (Mobile) _____ (Fax) _____

Email _____

Bride _____ (Day) _____ (Mobile) _____

Address _____

Email _____ Parents status: Father / Mother

Groom _____ (Day) _____ (Mobile) _____

Address _____

Email _____ Parents status: Father / Mother

Wedding Details

Your Photographer(s) / Videographer(s) _____
_____ (hereinafter the "Photographer(s)")

Date _____ Day of week _____

Time Start _____ Expected Time End _____

The Client will provide a rundown / schedule of the day's events to Aperture Studio Ltd / Ant Yeung Photography at least 7 days prior to the day of the Wedding.

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Description of Photographic / Videographic Services to be Provided

The above named Photographer(s) will be in charged of photographing the day's event. Time :	
<u>DIGITAL PHOTOGRAPHY</u> Photographers' charge + High resolution JPEG files on CD/DVD discs + Photo MTV (final) cut + Photo Album 10"x10" with 20 photographs <u>FILM PHOTOGRAPHY (* delete if not applicable)</u> Photographers charge + Film per roll (36 exposures) of 135 film and 4x6 (4R) proofs with proof album + CD + Negatives. Fuji Pro 400H / Fuji Pro 160S / Kodak T-Max 400 (B&W)	
<u>VIDEOGRAPHY</u> Videographers' charge + Intro slideshow on DVD/Tape (requires 30 days lead time) + Mid-day Editing on DVD/Tape (requires 5 hrs lead time + 1 videographer) + Complete Day's Video Recording on DVD/Tape	
<u>OTHER SERVICES</u>	

TOTAL AMOUNT

HK\$

Payment 1 - Deposit _____

Payment 2 _____

I / We accept the content of this Agreement.

Signed by Client

Signed by Ant Yeung Photography
Aperture Studio Limited

Date :

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TERMS AND CONDITIONS

Please initial to acknowledge agreement to the following pages of Terms and Conditions:

The following items are intended to clarify the responsibilities of all parties. Please read these carefully and initial above right as proof of your understanding of these terms. Photographer(s) means Photographer(s) and/or Videographer(s). We are happy to answer any questions you might have regarding these terms.

1. Retainer and Payments: The Client shall pay a non-refundable retainer (the "Retainer") to secure the scheduling of the Photographer(s) to perform the photographic / videographic services ("photographic services") in the amount specified on page 2 of this Agreement or one-third of the final estimated total (whichever is greater), due upon execution of this Agreement. Client understands that in the event that the wedding is canceled, the retainer will be held as payment to offset the loss of billable time and to cover expenses already incurred. Re-scheduling a wedding may result in a re-booking charge. The balance of all Fees is due no later than 30 days prior to the wedding day. If the remaining Fees are not paid when due Aperture Studio Ltd / Ant Yeung Photography reserves the right to cancel the Agreement and retain the Retainer as its liquidated damages. Client agrees to pay all fees for additional films and other expenses as set forth in the Aperture Studio Ltd / Ant Yeung Photography Standard Price List, before delivery of proof album. Additional album and reprint fees are due upon order. Late payments are charged a 1.5% per month interest rate. No payment is to be made or negotiated with the Photographer(s) without prior approval of Aperture Studio Ltd / Ant Yeung Photography.

2. Copyright and Reproductions: The Client shall have the right to keep and store all negatives, reproductions, digital files (including video files), transparencies, proofs, and final prints, of all images created, but Aperture Studio Ltd / Ant Yeung Photography shall be the exclusive owner of the copyright of all negatives, reproductions, digital files (including video files), transparencies, proofs, and final prints, of all images created. Client may not sell or transfer copyright without permission of Aperture Studio Ltd / Ant Yeung Photography. Client agrees to allow free and unfettered temporary access to the original negatives and digital files if requested by Aperture Studio Ltd / Ant Yeung Photography. The Photographer(s) and Aperture Studio Ltd / Ant Yeung Photography shall have the exclusive right to make reproductions for publication or sale. Client releases and authorizes the Photographer(s) and/or Aperture Studio Ltd / Ant Yeung Photography to use the images and any reproductions in their portfolio, samples, promotion, advertising specifically for Aperture Studio Ltd / Ant Yeung Photography, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of Aperture Studio Ltd / Ant Yeung Photography offices or studios. If the Photographer(s) or Aperture Studio Ltd / Ant Yeung Photography desires to make other uses, they shall not do so without first obtaining the written permission of the Client. Client warrants that all participants in each non-public event freely give their consent to being photographed and videoed as part of each production and consent to the same good-faith usages of their likeness as described above. Client assumes responsibility for such release and authorization, and for notification of all participants.

3. Client's Usage: Client is granted right to make reproductions for personal use only, not for sale or publication, including but not limited to print, internet and any future media. The Client is obtaining prints for personal use

協議書條款及章則

顧客請簽署以茲承認此協議書及其附帶之條款及章則。

以下條款及章則旨為清楚列明各當事人之責任。請細閱並於每項條款及章則右上方簽署以證明閣下已了解該內容。攝影師(們)指攝影師(們)與/或攝錄師(們)。如有需要,我們樂意為閣下解答任何有關之問題。

1. 聘請費用及付款: 此協議書一經生效之後,顧客須繳付一項不予退還的聘請費用("聘請費")以確保攝影師(們)依照指定的行程去進行拍攝/攝錄服務("拍攝服務"),聘請費乃此協議書第二頁內所訂明之金額或估計總收費之三分之一(以較高者為準)。顧客明白婚禮一旦被取消,聘請費將用作抵償時間及金錢支出蒙受的損失。婚禮重新安排的話,顧客可被要求繳付重新預約收費。一切費用之餘額須於婚禮後三十日內繳付。若有任何費用逾期未繳, Aperture Studio Ltd / Ant Yeung Photography保留取消協議書及動用聘請費作消償債務之權利。顧客同意於正式相片簿送抵之前,繳付所有額外軟片及有關載於Aperture Studio Ltd / Ant Yeung Photography標準價目表內列出之收費。額外相片簿及再沖印費於訂購後即列為應繳款項。逾期繳費須另付欠款之1.5%作逾期利息。在沒有Aperture Studio Ltd / Ant Yeung Photography預先同意下,顧客不應付款攝影師(們)或與他們磋商收費。

2. 版權及複製項目: 顧客擁有保留及儲存所有由影像產生之所有底片、複製品、數碼檔案(包括視像檔案)、幻燈片、校稿及最後印刷品之權利;但Aperture Studio Ltd / Ant Yeung Photography為所有由影像產生之所有底片、複製品、數碼檔案(包括視像檔案)、幻燈片、校稿及最後印刷品之唯一例外擁有人。顧客在沒有Aperture Studio Ltd / Ant Yeung Photography允許下,不可售賣及轉讓版權。顧客同意於Aperture Studio Ltd / Ant Yeung Photography有須要時,將不受任何限制臨時存取底片及數碼檔案原稿。攝影師(們)及Aperture Studio Ltd / Ant Yeung Photography擁有製造複製項目作出版或售賣用途之獨有權利。顧客讓予及授權予攝影師(們)與/或Aperture Studio Ltd / Ant Yeung Photography用其肖像及任何複製項目於他們有關Aperture Studio Ltd / Ant Yeung Photography之作品集、樣版、推廣或宣傳上;及參加攝影比賽或藝術展覽、編輯用途或陳列於Aperture Studio Ltd / Ant Yeung Photography辦公室或影樓內外。除上述用途外,攝影師(們)或Aperture Studio Ltd / Ant Yeung Photography必先取得顧客書面允許,方可使用顧客肖像及其複製項目於其他用途上。顧客保證在每一個非公眾場合的參與者均同意被拍攝及攝錄於每一個製作內及同意其肖像同樣真確地應用於上述用途。客戶須承擔以上之准許、授權及負責通知所有參與者。

3. 顧客之使用: 顧客只獲給予權利製造複製項目作私人用途,但不能作售賣或出版用途,媒體包括但並不限於印刷、互聯網和任何未來的傳播媒介。顧客持有之印刷品只供私人用途,顧客不能售

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only, and shall not sell the said prints or authorize any reproductions thereof by parties other than Aperture Studio Ltd / Ant Yeung Photography. If Client is obtaining a print for newspaper announcement of the wedding, Aperture Studio Ltd / Ant Yeung Photography authorizes the Client to reproduce the print for this purpose only. In such event, Client shall request that the newspaper run a credit adjacent to the photograph reading "Copyright {year of wedding}, {Photographer(s)'s name}, Aperture Studio Ltd / Ant Yeung Photography", but shall have no liability if the newspaper refuses or omits to do so.

4. Photographer(s) Replacement: The Photographer(s) shall provide the photographic services specified herein. Client agrees, however, that with prior Client approval, Aperture Studio Ltd / Ant Yeung Photography may substitute another Photographer(s) to provide photographic services in the event the Photographer(s) becomes ill or otherwise unavailable. Aperture Studio Ltd / Ant Yeung Photography agrees that attempt to find a replacement Photographer(s) will first be made from available pool at Aperture Studio Ltd / Ant Yeung Photography and that the replacement will not incur additional fees.

5. Failure to Perform: If Aperture Studio Ltd / Ant Yeung Photography is unable to provide a Photographer(s) or otherwise fails to perform its obligations under this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer(s)'s illness, then Aperture Studio Ltd / Ant Yeung Photography shall return the fees paid by the Client, but shall have no further liability with respect to the Agreement. In the event Aperture Studio Ltd / Ant Yeung Photography fails to perform its obligations under this Agreement for any other reason, Aperture Studio Ltd / Ant Yeung Photography shall not be liable for any amount in excess of the amount Client has paid. This limitation on liability shall also apply in the event that the original negatives or digital files are damaged in developing or processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged or to any other claims arising under or relating to this Agreement. Any claim for refund or reimbursement for any reason made by the Client must be submitted in writing to Aperture Studio Ltd / Ant Yeung Photography within 30 days of delivery of materials from Aperture Studio Ltd / Ant Yeung Photography to the Client.

6. Inherent Qualities: Client is aware that photographic materials may fade or discolor over time due to the inherent qualities of materials and the manner in which they are stored, and Client releases Aperture Studio Ltd / Ant Yeung Photography and the Photographer(s) from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

7. Aperture Studio Ltd / Ant Yeung Photography Standard Price List: Charges in this Agreement are based on Aperture Studio Ltd / Ant Yeung Photography Standard Price List in effect at time of execution of this agreement. Client acknowledges that he/she received a copy of Aperture Studio Ltd / Ant Yeung Photography Standard Price list prior to executing this Agreement. Charges for additional orders made after completion of contract will be based on prices in effect at time of order. Client understands that film and photographic processing are commodity items subject to price fluctuation and that charges for these items may increase. Accordingly, Aperture Studio Ltd / Ant Yeung Photography reserves the right to increase its prices for film and photographic processing after the execution of this agreement. Client agrees to pay for any increased charges provided Aperture Studio Ltd / Ant Yeung Photography gives the Client written notice of any changes 30 days before the wedding day. Aperture Studio Ltd / Ant Yeung

賣該印刷品或授權予Aperture Studio Ltd / Ant Yeung Photography以外之人仕進行任何複製。Aperture Studio Ltd / Ant Yeung Photography授權顧客只可複製持有之印刷品用作刊登在報章上宣報婚禮。在此情況下，顧客須要求報章於相片旁邊刊登“版權(婚禮日期)，(攝影師(們)的名稱)，Aperture Studio Ltd / Ant Yeung Photography”或相關字眼；若報章拒絕或遺漏此要求，顧客並無責任。

4. 攝影師(們)替換： 攝影師(們)須提供在此協議書內訂明之拍攝服務。顧客同意Aperture Studio Ltd / Ant Yeung Photography在預先得到其允許下，可替換因病故或其他事故而未能出席拍攝工作之攝影師(們)，Aperture Studio Ltd / Ant Yeung Photography 同意盡力安排公司內即時能夠出席之攝影師(們)，且不會對此安排收取額外費用。

5. 未能履行提供服務之承諾： 若因火災、任何意外、罷工、天災、其他超逾各當事人可合理控制之任何原因，或因攝影師(們)病故，導致Aperture Studio Ltd / Ant Yeung Photography不能提供攝影師(們)或未能履行此協議書之責任，Aperture Studio Ltd / Ant Yeung Photography須退還顧客已繳交之費用，但此後不須就此協議書再負上任何責任。除上述情況下，Aperture Studio Ltd / Ant Yeung Photography因其他原因而未能履行此協議書之責任，概不對顧客已繳款項以外之金額負上責任。此法律責任及賠償限制亦將適用於底片及數碼檔案原稿於沖洗或處理過程中受損、相機故障中遺失、郵誤、其他遺失及損壞、或此協議書內所引起之一切賠償事宜。顧客因任何原因要求賠償、退款或補償，必須於Aperture Studio Ltd / Ant Yeung Photography送抵物件後三十天內，以書面形式向Aperture Studio Ltd / Ant Yeung Photography申請。

6. 物料特性： 顧客知道攝影物料及產品會因不同儲存方法及擺放時間多少將出現不同程度之褪色或變色；與此顧客免除Aperture Studio Ltd / Ant Yeung Photography及攝影師(們)負上因攝影物料及產品本身之特性而導致或有關褪色或變色所引起任何之索償責任。

7. Aperture Studio Ltd / Ant Yeung Photography標準價目表： 協議書內之收費是根據協議書生效當日之有效標準價目表而釐定。在此協議書生效之前，顧客承認他/她已收到一份標準價目表副本。在合約正式完成之後的額外訂購收費將會根據訂購當時之有效價目而釐定。顧客明白影片及攝影沖洗均是受物價變動影響之商品項目，其收費有可能被提高。因此Aperture Studio Ltd / Ant Yeung Photography保留權利，在協議書生效之後提高影片及攝影沖洗價格。顧客同意繳付Aperture Studio Ltd / Ant Yeung Photography在婚禮三十天前給予其書面通知任何有關物價變動下顧客應繳付之新收費。Aperture Studio Ltd / Ant Yeung Photography同意就商販增收之實際價錢，按照比例去提高該商品價格。

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Photography agrees that such price increase will be proportional to the actual price increases that Aperture Studio Ltd / Ant Yeung Photography incurs from its vendors.

8. On-line Services: Aperture Studio Ltd / Ant Yeung Photography currently offers on-line proofing, viewing and ordering services (the On-line Services) over the Internet through a third party provider (the "Provider") at no additional charge. Aperture Studio Ltd / Ant Yeung Photography reserves the right to eliminate or change the On-line Services at anytime. Aperture Studio Ltd / Ant Yeung Photography shall have no liability for and the Client shall hold Aperture Studio Ltd / Ant Yeung Photography harmless from any claims, damages or losses arising from or relating to the On-line Services or any other services performed by the Provider.

9. Arbitration: All disputes arising under or relating to this Agreement shall be submitted to binding arbitration in Hong Kong and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Any dispute involving HK\$50,000 or less shall be submitted without arbitration to Small Claims Court in Hong Kong SAR having subject matter jurisdiction and Client consents to personal jurisdiction in such court. Client shall pay all arbitration and court costs, legal fees and expenses, and interest on any award or judgment in favor of Aperture Studio Ltd / Ant Yeung Photography.

10. Exclusivity: It is understood that Aperture Studio Ltd / Ant Yeung Photography is the exclusive official Photographer(s) retained by the Client to cover the event. Any conflicts with other Photographer(s) and/or video coverage contracts and any notifications necessary to avoid such conflicts are the sole responsibility of the Client. Aperture Studio Ltd / Ant Yeung Photography agrees that its owners, staff and employees will conduct themselves in a manner generally befitting professionals while in attendance at each event.

11. Permits and Clearances: The Client assumes all responsibility for obtaining any necessary permission and clearance permits which may be required for Aperture Studio Ltd / Ant Yeung Photography to photograph each event, public or private. Client is solely responsible for any parking, admission fees, passes or tickets necessary for Aperture Studio Ltd / Ant Yeung Photography to gain access to and photograph the event. Client assumes all responsibility for the quality from the use of or inability to use such requested camera positions.

12. Reprint Consistency: Client understands that consistency in the appearance of reprints and enlargements ordered at different times cannot be guaranteed and is advised, but not limited to, making one complete reprint order if consistency is important.

13. Negatives and Digital Files: Client agrees that Aperture Studio Ltd / Ant Yeung Photography owns and retains copyright to the negatives and digital files and all subsequent reproductions. Client agrees to have film processed by a lab maintaining professional standards. Client agrees to keep the original negatives and digital files in a safe and secure place when in Client's possession and to grant Aperture Studio Ltd / Ant Yeung Photography temporary access to original negatives and digital files within 6 months of the wedding date and at any future time upon reasonable notice. Client agrees that if Client is unable to fulfill this clause, right of possession of the original negatives and digital files shall remain with Aperture Studio Ltd / Ant Yeung Photography. Client releases Aperture Studio Ltd / Ant Yeung Photography and the Photographer(s) from any liability with regard to lost, damaged or poorly processed film and files when printing and

8. 網上服務 : Aperture Studio Ltd / Ant Yeung Photography現正在互聯網上透過第三者供應商 ("供應商") 提供不另收費之校對、檢閱及訂購服務 ("網上服務") 。Aperture Studio Ltd / Ant Yeung Photography保留權利, 隨時刪除或更改網上服務。有關網上服務或供應商提供的任何服務引起之索償、損壞或遺失, 顧客視Aperture Studio Ltd / Ant Yeung Photography為並無惡意, 且Aperture Studio Ltd / Ant Yeung Photography概不負上任何責任。

9. 仲裁 : 此協議書內引起或有關之一切糾紛均須於香港特別行政區呈交仲裁並受其約束, 該裁決在日後可被司法權管轄下之任何法院作審判考慮。在符合司法權管治及顧客同意之下, 任何牽涉港幣五萬元或以下之糾紛則無須呈交仲裁而直接交予香港特別行政區小額錢債審裁處審理。所有裁決或審判之仲裁費用、法院費用、律師費及支出, 與及有關利息, 概全部由顧客支付。

10. 獨有權利 : 須明白Aperture Studio Ltd / Ant Yeung Photography乃顧客於指定場合聘用之認可獨家攝影師(們)。顧客須對一切與其他攝影師(們)及/或令拍攝範圍縮小之爭執, 及作出任何必要之通知去避免上述爭執發生單獨負責。Aperture Studio Ltd / Ant Yeung Photography同意, 其公司擁有人、員工及僱員於出席每個場合時須有全面及適當的專業態度。

11. 許可及通行證 : 顧客須為Aperture Studio Ltd / Ant Yeung Photography獲得每個公共或私人場合須要之拍攝許可及通行證承擔一切責任。顧客須單獨負責Aperture Studio Ltd / Ant Yeung Photography一切必須之停泊費用、入場費用、通行證或門票以令Aperture Studio Ltd / Ant Yeung Photography順利到達每一個場合進行拍攝。顧客須要為能否使用以上場合要求之拍攝位置得來的拍攝質素承擔一切責任。

12. 重印效果 : 顧客明白於不同時間訂購的再沖印及放大照片效果是否一致並不能得到保證, 與此建議顧客若注重效果統一, 但並不限於訂購完整一套的再沖印照片。

13. 底片及數碼檔案 : 顧客同意Aperture Studio Ltd / Ant Yeung Photography擁有及保留底片及數碼檔案與其一切隨後複製項目之版權。顧客同意軟片須於專業影樓沖洗以保持其專業質素。在顧客保管期間, 顧客同意將底片及數碼檔案原稿存放於一安全及可靠地方, 並賦予權利給Aperture Studio Ltd / Ant Yeung Photography可在婚禮後六個月內及於將來任何時間給予顧客合理的通知下臨時存取該底片及數碼檔案原稿。顧客同意若不能履行此條款, 底片及數碼檔案原稿之擁有權將歸於Aperture Studio Ltd / Ant Yeung Photography。顧客免除Aperture Studio Ltd / Ant Yeung Photography與攝影師(們)負上不是透過Aperture Studio Ltd / Ant Yeung Photography安排之印刷和處理過程中關於軟片及檔案有遺失、損壞或不妥善處理而引起之任何責任。顧客承認未經沖洗之軟片不可在惡劣的環境下曝光, 如: 高溫、潮濕或X光下, 與此顧客免除Aperture Studio Ltd / Ant Yeung

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processing are not ordered through Aperture Studio Ltd / Ant Yeung Photography. Client acknowledges that unprocessed film should not be exposed to any harsh environments such as heat, humidity or x-rays, and releases Aperture Studio Ltd / Ant Yeung Photography and the Photographer(s) from any liability resulting from improper care or handling of film after exposed film is transferred to the Client.

Photography與攝影師（們）為交予顧客後之已曝光軟片的不適當照料或處理負上任何責任。

14. Successors and Assignees: This Agreement and the rights and obligations of the Company hereunder may be assigned by the Company to any subsidiary or affiliate or successor to the Company and shall inure to the benefit of, shall be binding upon, and shall be enforceable by any such assignee. This Agreement and the rights and obligations of Client hereunder may not be assigned by the Client.

14. 繼承人及受讓人：本公司在以後可轉讓公司此協議書、權利及義務予公司任何的附屬公司、聯營公司或繼承人；任何上述之受讓人均受此協議書及其條款及章則約束。顧客在以後不可轉讓其協議書、權利及義務。

15. Miscellaneous: This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by the Client and Aperture Studio Ltd / Ant Yeung Photography. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of Hong Kong SAR, without reference to provisions relating to conflict of laws. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions shall continue in full force and effect.

15. 其他：此協議書綜合了各當事人之完全理解。協議書之任何修訂必須以書面形式表達及附有Aperture Studio Ltd / Ant Yeung Photography與顧客之簽署。任何違犯及不負責之豁免，無論與此協議書內之任何條文相同與否，將不適用於此協議書內。此協議書乃受香港特別行政區法律所管轄，不須參照有關法律衝突之條文。即使此協議書有任何條文將有被確定為無效或不能強制執行，其餘條文之有效性及應執行性均不受任何影響。

16. Version: If there is any inconsistency between the English and Chinese version of this Agreement, Terms and Conditions, the English version shall prevail.

16. 有效文本：本條款及章則之英文本與中文譯本文義如有歧異，概以英文本為準。

17. Notes or additions:

17. 註譯或附加：

- END -