

**SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement (this "Agreement"), dated **December 12, 2019**, is between ("**Ziad Ezzat**") and **Agence France-Presse** ("Agence France-Presse"), and relates to reference no.: **3959-2637-3720**.

1. The parties wish to resolve their dispute with respect to Ziad Ezzat use of images designated by Agence France-Presse as image number **AFP\_14Y0PT AFP\_15T3N9** (hereinafter, the "Images"). The parties agree that payment of the amount noted below and execution of this Agreement serve solely as a settlement between the parties and is not intended and does not constitute an admission of copyright infringement or other wrong doing by Ziad Ezzat, nor approval by Agence France-Presse for the use of the Images.
2. Agence France-Presse represents and warrants that it owns, or represents the photographers who own, the copyrights in the Images, and that it has all necessary rights and authority to enter into this Agreement on behalf of itself and its photographers.
3. Ziad Ezzat represents and warrants that it has all necessary rights and authority to enter into this Agreement. Ziad Ezzat also represents and warrants that it will make no further use of the Images without first obtaining the requisite license; that it will destroy all remaining inventory that incorporates the Images or copies thereof; and that it has not provided the Images to, or in any other way encouraged the use of the Images by, any other entity or individual, including, but not limited to, its customers, clients, end-users and affiliated entities or individuals.
4. Ziad Ezzat will remit to PicRights on behalf of Agence France-Presse the sum of **\$2370.00 (\$2370.00USD)**. Said payment shall constitute a condition precedent to the release granted in Paragraph 5 below such that said release shall not take effect unless and until such payment has been made in full.
5. In consideration for payment of the sum noted in Paragraph 4 above, Agence France-Presse, on behalf of itself and its photographers, shall expressly release and discharge Ziad Ezzat from any and all claims for copyright infringement in connection with Ziad Ezzat use of the Images to date on its website <http://www.ezzat.com/> (the "Released Use"). The parties expressly agree that this release is not and shall not be interpreted as a license for any ongoing or future use by Ziad Ezzat of intellectual property owned by Agence France-Presse and/or its photographers; any ongoing or future use requires a separate written license agreement. Except as authorized by such license agreement(s), if any, Agence France-Presse reserves its rights under law to bring legal action for use of the Images in any manner other than the Released Use, for any use of images other than the Images, and for any infringement occurring after the date of this Agreement.
6. Each party agrees that it shall not at any time engage in any action either directly or indirectly that disparages the other party and its officers, owners, directors, employees, clients, representatives or agents.
7. It is the intention of both parties that this Agreement is binding on their principals, successors, agents, assigns and representatives.
8. The parties shall keep the terms of this Agreement confidential and shall not disclose them (other than to the parties' legal and tax advisors and in Agence France-Presse case to its photographers) unless required to do so by law. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Ziad Ezzat

Agence France-Presse

Signature \_\_\_\_\_

Signature 

Printed name \_\_\_\_\_

Printed name Patrice MONTI

Title \_\_\_\_\_

Title Directeur Commercial et Marketing

Date \_\_\_\_\_

Date December 12, 2019\_