

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (this "Agreement"), dated January 02, 2019, is between Homeless United for Friendship and Freedom ("Homeless United for Friendship and Freedom") and Agence France-Presse ("Agence France-Presse" or "AFP"), a French autonomous entity endowed with civil personality and operating in accordance with commercial rules (Law n° 57-32 of January 10th, 1957 defining the Statutes of Agence France-Presse), whose registered office is at 11-15, Place de la Bourse, 75002 Paris, registered in the Paris Trade and Companies Registrar under number 354 658 354, (collectively the "Parties" or individually the "Party"):

The Parties agree as follows:

1. The Parties wish to resolve their dispute with respect to Homeless United for Friendship and Freedom's use of images designated by Agence France-Presse as images number(s) 149841938 (hereinafter the "Images"). The Parties agree that payment of the amount set forth 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 Homeless United for Friendship and Freedom, 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. Homeless United for Friendship and Freedom represents and warrants that it has all necessary rights and authority to enter into this Agreement. Homeless United for Friendship and Freedom also represents and warrants that it will undertake to make no further use of the Images without first obtaining the requisite license; and represents that it has not in any way authorized the use of the Images (apart from their use in the materials identified by Higbee & Associates and PicRights) by any other entity or individual, including, but not limited to, its customers, clients, end-users and affiliated entities or individuals.
4. Homeless United for Friendship and Freedom will remit to Higbee & Associates on behalf of Agence France-Presse the sum of \$1,775.00 (USD \$1,775.00). 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.
 - a. Payment shall be made payable to "Higbee & Associates Client Trust Account" and delivered to 1504 Brookhollow Dr., Suite 112, Santa Ana, CA 92705. Payment may also be made online at <http://copyright.higbeeassociates.com/resolution/>.
5. In consideration for payment of the sum set forth in Paragraph 4 above, Agence France-Presse (on behalf of itself and its photographers) hereby expressly releases and discharges Homeless United for Friendship and Freedom from any and all claims arising from or related to actual or alleged copyright infringement in connection with Homeless United for Friendship and Freedom's past use of the Images on its website <http://huffsantacruz.org> as shown in the Exhibit(s) attached hereto (the "Released Use"). The Parties expressly agree that this release is not and shall not be interpreted as a license for any past, ongoing or future use by Homeless United for Friendship and Freedom of the Images or of any other material owned by Agence France-Presse; 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 any past, ongoing or future use of the Images in any other manner than the Released Use, for any past, ongoing or future use of other AFP images or material without a valid license and for any infringement occurring after the date of this Agreement.
6. It is the intention of both Parties that this Agreement is binding on their principals, successors, agents, assigns and representatives.
7. The Parties shall keep the terms of this Agreement confidential and shall not disclose them (other than to the Party's legal and tax advisors and, in Agence France-Presse's 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

8. Regardless of the place of its physical execution, this Agreement shall be deemed to have been entered into, and shall be interpreted, construed and governed in all respects by the laws of the State of California (United States of America) without regard to its conflicts of laws rules. The Parties agree that the state and federal courts located in the Central District of California shall have exclusive jurisdiction regarding any disputes relating to this Agreement and that such courts shall have personal jurisdiction over them with respect to the same.

Sir or Madam

Date

On Behalf of

Homeless United for
Friendship and Freedom

Alfred Höfingcr

Date

on Behalf of Agence France-
Presse