
SERVICE CONTRACT

Nazar Parkhomenko
operating as Photo Revisor

This Service Contract ("Contract") is entered into between Nazar Parkhomenko, an individual carrying on business as a sole proprietorship under his own legal name (the "Service Provider"), and the undersigned individual or entity (the "Client").

Nazar Parkhomenko offers photography, videography, and related multi-media services to the public under the operating name and media handle "Photo Revisor". "Photo Revisor" is a brand and handle only; it is not a separate legal entity or a registered business name. All rights, obligations, and liabilities under this Contract are those of Nazar Parkhomenko personally.

This Contract is a single, binding agreement that sets out, together: (a) the Terms of Service governing how services are provided; (b) the Scope of Work agreed between the parties for this booking; and (c) the Payment Terms for that work. Together with the General Provisions and the details completed and signed below, these form the full and entire contract between the parties for the booking described herein.

By signing below, the Client confirms they have read, understood, and agreed to all terms contained herein.

PART A: TERMS OF SERVICE

1. SERVICES PROVIDED

Nazar Parkhomenko provides photography, videography, and related multi-media services on a per-booking basis. Services may include, but are not limited to:

- Personal photography (portraits, groups, and gatherings; weddings excluded)
- Behind-the-scenes (BTS) and on-set photography
- Behind-the-scenes (BTS) and on-set videography
- Film and video editing for small local productions

Nazar Parkhomenko also refers clients to partners for related services, including website development through CNWebDevs and the free, open-source Portable Video Compressor application. Any such partner services are provided under their own separate terms and are not governed by this Contract.

No ongoing service, retainer, storage, backup, or support of any kind is implied, promised, or guaranteed beyond the scope of the booking described in this Contract, unless expressly documented in a separate signed written agreement.

2. BOOKING AND APPOINTMENTS

All services are provided by appointment only. Nazar Parkhomenko operates on a mobile basis serving the Etobicoke, Ontario area and maintains no fixed studio. Shoot dates, times, and locations must be agreed upon between the parties in advance.

A booking is confirmed only once the non-refundable deposit described in Section 17 has been arranged and received. Nazar Parkhomenko is under no obligation to reserve any date or to commence any work until the deposit is confirmed as received.

All payments are arranged and handled directly with Nazar Parkhomenko. No payment of any kind is collected through the Photo Revisor website.

3. THE SHOOT AND PREVIEW SELECTION

On the agreed date, Nazar Parkhomenko attends the agreed location and carries out the shoot. Following the shoot, Nazar Parkhomenko reviews the captured material, selects the strongest images, and prepares preview images for the Client's selection.

Preview images are provided via Google Photos. Previews are intended to represent the general feel of the final product only; they are heavily scaled down, watermarked, and are not fine-tuned, colour-graded, or otherwise representative of the quality of the final edited deliverables.

Previews are provided solely for the purpose of selecting images. The Client agrees not to copy, crop, screenshot, distribute, publish, or otherwise use preview images, and not to attempt to remove, obscure, or circumvent any watermark applied to them.

From the previews, the Client selects their preferred images for final editing. The Client may select more images than the number agreed in the Scope of Work; any such additional images are billed at the higher per-image rate set out in Section 19 and are not included in the deposit calculation.

4. EDITING AND FINAL DELIVERY

Once the Client has made their selection, Nazar Parkhomenko edits the selected images. When editing is complete, Nazar Parkhomenko notifies the Client, and the remaining balance set out in Section 18 becomes due.

Upon receipt of full and final payment, Nazar Parkhomenko delivers the final, full-size, edited, non-watermarked images as JPEG files via Google Photos.

Final edited images will be delivered within two (2) weeks of the Client's final selection at the latest, unless Nazar Parkhomenko notifies the Client in advance of an extended timeline, or unless delivery is delayed by a force majeure event as described in Section 26.

Videography deliverables are provided in a delivery format and by a delivery method agreed between the parties. No RAW video files are provided or sold under any circumstances.

5. DOWNLOAD WINDOW

Following final delivery, the Client is provided with a download window of at least two (2) weeks during which the final files remain available for download via Google Photos. Files may, at Nazar Parkhomenko's discretion, remain available for longer, but a minimum of two (2) weeks is guaranteed.

The Client is solely responsible for downloading and retaining their own copies of the final files within the download window. Nazar Parkhomenko is under no obligation to store, back up, or re-deliver files after the download window has closed, and shall bear no liability for any loss arising from the Client's failure to download their files in time.

6. CUSTOM FORMATS

The Client may request delivery of the final edited images in a specific file format at no additional charge. This does not apply to RAW or RAW-equivalent formats (such as DNG), which are not part of the standard deliverables and are governed exclusively by Section 7.

7. RAW FILES

RAW files, and RAW-equivalent formats such as DNG, are available for purchase separately, starting from \$150 per image. RAW files are priced individually and the price may vary significantly from image to image.

RAW files are sold as-is, with no editing or post-production of any kind. The purchase of a RAW file under this Section includes a transfer to the Client of the intellectual property rights in that specific image, as described in Section 8. Nazar Parkhomenko is under no obligation to offer any particular image for sale as a RAW file.

8. INTELLECTUAL PROPERTY

Nazar Parkhomenko retains all intellectual property rights, including copyright, in all photographs and video footage created in the course of providing services, including RAW captures, preview images, and final edited deliverables, except where the rights in a specific image are expressly transferred under Section 7 (RAW Files) or under a separate written agreement signed by both parties.

Upon receipt of full and final payment, the Client receives the agreed final edited images as full-size JPEG files (the "Deliverables"), together with a licence to use the Deliverables for the Client's personal use and/or the purposes agreed between the parties for the relevant booking. Ownership of the underlying copyright in the Deliverables remains with Nazar Parkhomenko.

Nazar Parkhomenko expressly retains the right to use, reproduce, display, and publish any photographs or video created in the course of providing services, including the Deliverables, for portfolio, promotional, social media, advertising, and other business purposes. This right is subject only to a privacy request validly made under Section 9.

Full and unrestricted ownership of the rights in a specific image is available only through purchase of the corresponding RAW file under Section 7, or under a separate written agreement signed by both parties.

9. PRIVACY

The Client may request that Nazar Parkhomenko refrain from publishing or sharing specific images publicly, including on social media or in advertising. Nazar Parkhomenko will make reasonable, good-faith efforts to honour any such request.

The Client acknowledges that any such request is a courtesy request only. It does not constitute a contractual guarantee, does not bind Nazar Parkhomenko, and does not affect, limit, or transfer any of the intellectual property rights set out in Section 8.

10. CREATIVE DISCRETION AND NO GUARANTEE OF OUTCOME

Photography and videography are creative services. Nazar Parkhomenko exercises his own artistic and professional discretion over composition, image selection, style, editing, and overall creative direction.

Preview images represent the general feel of the final product only and are not representative of final quality. Nazar Parkhomenko makes no representation, warranty, or guarantee that the Client will be subjectively satisfied with any particular image, that any specific shot will be achievable, or that any particular number of usable images will result beyond the number agreed in the Scope of Work, subject to conditions on the day permitting.

Differences in personal or artistic taste, and dissatisfaction with subjective creative choices, do not constitute a defect in the services and are not grounds for a refund of any amount paid, including the deposit.

11. NO ONGOING SERVICE OR SUPPORT

Once the final files have been delivered and the download window described in Section 5 has been provided, Nazar Parkhomenko's obligations under this Contract are considered fulfilled in their entirety for the relevant booking.

Nazar Parkhomenko provides no warranty, guarantee, or commitment of ongoing storage, backup, re-editing, reprinting, re-delivery, or support of any kind beyond what is expressly set out in this Contract. Any such additional service requires its own separate written agreement outlining scope and compensation.

12. CLIENT RESPONSIBILITIES

The Client agrees to and is solely responsible for:

- (a) Providing accurate, complete, and timely information and instructions reasonably required to plan and carry out the booking, including shoot details, scheduling, locations, and headcount;
- (b) Reviewing previews and making their image selection within a reasonable time after being contacted. Where the Client becomes unresponsive for an extended period, Nazar Parkhomenko may, at his discretion, treat the booking as cancelled by the Client under Section 22;
- (c) Obtaining, prior to the shoot, any permissions, consents, releases, or permits required for the chosen location(s) and for the people taking part in the shoot (meaning those whom the Client has

arranged to be photographed or filmed, not members of the public who appear only incidentally), including, where applicable, the consent of a parent or guardian for any minor;

(d) Ensuring that the Client has the authority to engage the services and that the Client's intended use of the Deliverables is lawful;

(e) Complying with all applicable laws in connection with the booking and the Client's use of the Deliverables.

Nazar Parkhomenko reserves the right, but is not obligated, to suspend or terminate services and void this Contract if the Client is found to be in breach of this Section. In such an event, any deposit paid is forfeited in full and is non-refundable, Nazar Parkhomenko retains full ownership of all work completed to that point, and no further obligation exists between either party.

13. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Nazar Parkhomenko shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages of any nature arising from or in connection with:

(a) The services, the Deliverables, or the Client's use of or inability to use the Deliverables;

(b) Loss of data, files, or images, including loss arising from equipment failure or from the Client's failure to download files within the download window;

(c) Interruptions, failures, or changes by third-party platforms or service providers, including but not limited to Google Photos;

(d) Dissatisfaction with subjective or creative aspects of the services, as described in Section 10;

(e) Any content, location, instruction, or arrangement provided or made by the Client;

(f) Any act or omission of the Client or of any third party in relation to the booking or the Deliverables.

In no event shall Nazar Parkhomenko's total aggregate liability to the Client exceed the total amount actually paid by the Client to Nazar Parkhomenko for the relevant booking.

PART B: SCOPE OF WORK

14. SCOPE OF THE AGREED WORK

This part records the specific work agreed between the parties for this booking (the "Scope of Work"). It defines the full extent of the work Nazar Parkhomenko is engaged to perform under this Contract.

Client Name:

Business Name (if applicable):

Service(s) Booked:

Description of Agreed Work /
Deliverables:

Shoot Date(s) and Location:

Agreed Number of Edited Photos:

Agreed Video Length (if applicable):

Date of Contract:

The Scope of Work set out above represents the full extent of the work included under this Contract. Any image, session, service, or work beyond the Scope of Work is not included and is treated as a scope change under Section 19, which may incur additional fees agreed in writing by both parties.

PART C: PAYMENT TERMS

15. PRICING

Nazar Parkhomenko's standard rates are as follows, in Canadian Dollars (CAD):

- Personal photography: \$15 per edited photo (weddings excluded)
- BTS / on-set photography: \$15 per edited photo
- Additional photos beyond the agreed number: \$20 per edited photo
- RAW files: from \$150 per image, priced individually (see Section 7)
- BTS / on-set videography: \$100 per minute of finished video
- Film editing: priced by quote, based on scope and complexity

Any pricing calculator or estimator provided on the Photo Revisor website displays indicative figures for reference only. Such figures are estimates and do not constitute a binding quote or fixed price. The final fee is determined by the parties based on the agreed Scope of Work and is recorded in this Contract.

All amounts under this Contract are denominated in Canadian Dollars (CAD).

16. TOTAL ESTIMATE

The total estimated fee for the agreed Scope of Work is set out below. This estimate is based on the Scope of Work in Section 14 only; any additional photos selected by the Client are billed separately at the rate set out in Section 19.

Total Estimate:

\$

17. NON-REFUNDABLE DEPOSIT

Deposit Due:

\$

A non-refundable deposit equal to fifty percent (50%) of the fee for the agreed Scope of Work is required to confirm a booking. The deposit is calculated on the agreed Scope of Work only; any additional photos beyond the agreed number are excluded from the deposit calculation. The deposit is arranged directly with Nazar Parkhomenko as part of the booking confirmation process and is never collected through the Photo Revisor website.

Payment of the deposit constitutes:

- (a) Confirmation that the Client wishes to proceed with the booking;
- (b) Acceptance of this Contract in full;
- (c) Acknowledgment that the deposit is NON-REFUNDABLE under any circumstances initiated by the Client, including but not limited to Client cancellation or change of mind, the Client becoming unresponsive, dissatisfaction with subjective or creative aspects of the work prior to final delivery, or any breach of this Contract by the Client.

Nazar Parkhomenko will not begin final editing work, and will not release any final deliverables, until the relevant payments have been confirmed as received.

18. FINAL PAYMENT DUE BEFORE FINAL DELIVERY

Remaining Balance:

\$

The remaining balance is due in full before any final, full-size, non-watermarked files are released to the Client.

Nazar Parkhomenko reserves the right to withhold delivery of all final deliverables until full and final payment is received and confirmed. The provision of preview images and the Client's selection of images do not entitle the Client to the final deliverables in the absence of full payment.

19. EXTRA PHOTOS AND SCOPE CHANGES

The fee recorded in this Contract covers the Scope of Work set out in Section 14, including the agreed number of edited photos for the booking. Where the Client selects additional images beyond the agreed number, those additional images are billed at \$20 per edited photo and are payable together with the remaining balance.

Any other change to the Scope of Work, including additional sessions, additional services, or a change in the nature of the work, may incur additional fees. Nazar Parkhomenko will communicate any additional cost in writing before carrying out the out-of-scope work, and any additional charge must be agreed by both parties before that work commences.

20. PAYMENT METHODS

Accepted payment methods are cash and Interac e-Transfer, arranged directly with Nazar Parkhomenko. No payment is collected through the Photo Revisor website. The payment method must be agreed by both parties before the deposit is due.

21. LATE OR FAILED FINAL PAYMENT

If the remaining balance is not received within five (5) business days of the Client being notified that editing is complete, Nazar Parkhomenko reserves the right, at his sole discretion, to withhold or decline to release the final deliverables until full payment is confirmed.

Nazar Parkhomenko shall not be liable for any loss, delay, or inconvenience of any kind resulting from a delay caused by the Client's failure to remit final payment on time.

22. CANCELLATION

CANCELLATION BY THE CLIENT:

If the Client cancels the booking at any point after the deposit has been paid, or is treated as having cancelled under Section 12(b):

- (a) The deposit is forfeited in full and will not be refunded;
- (b) All work completed up to the point of cancellation, including all captures, previews, and edited material, remains the sole property of Nazar Parkhomenko;
- (c) No further obligation exists between either party.

CANCELLATION BY NAZAR PARKHOMENKO:

If Nazar Parkhomenko is unable to complete the booking due to circumstances solely on his end, Nazar Parkhomenko will refund the deposit to the Client in full. This refund represents the full extent of Nazar Parkhomenko's liability in such a circumstance.

TERMINATION DUE TO FORCE MAJEURE:

Where either party terminates this Contract as a result of a force majeure event under Section 26, the deposit shall be refunded to the Client in full, provided that the party claiming force majeure notified the

other in writing as soon as reasonably practicable and provides reasonable evidence of the event on request. Force majeure may not be claimed retroactively; a party that fails to provide timely written notice forfeits the right to invoke it, in which case the standard cancellation provisions above shall apply.

PART D: GENERAL PROVISIONS

23. BUSINESS CONTINUITY DISCLAIMER

Nazar Parkhomenko does not guarantee the continued operation of the business at any point in the future and reserves the right to cease operations at any time. This Contract governs solely the specific booking described herein and does not imply, create, or guarantee any ongoing business relationship between the parties beyond the scope of that booking.

24. DISPUTES AND GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. Any dispute arising out of or in connection with this Contract shall be submitted to the exclusive jurisdiction of the courts of the City of Toronto, Province of Ontario, Canada. Both parties irrevocably waive any objection to venue or jurisdiction in any other forum, including but not limited to courts located outside of Canada.

In the event of a dispute, both parties agree to first attempt resolution through good-faith negotiation. Neither party shall initiate formal legal proceedings without first making a reasonable attempt at direct resolution.

25. INDEMNIFICATION

The Client agrees to indemnify, defend, and hold harmless Nazar Parkhomenko from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising out of or in connection with:

- (a) Any content, instruction, location, or arrangement provided or made by the Client, including any claim that the Client lacked a required permission, consent, release, or permit, or that any subject did not consent to being photographed, filmed, or used as agreed;
- (b) The Client's use, modification, or distribution of the Deliverables;
- (c) Any breach by the Client of this Contract or of any applicable law.

This obligation survives the completion, delivery, or termination of this Contract.

26. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform its obligations under this Contract where such delay or failure results from events beyond that party's reasonable control, including but not limited to acts of God, natural disasters, fire, flood, illness, epidemic or pandemic, war, civil unrest, government action, power or internet outages, equipment failure, or the failure or interruption of third-party platforms or service providers.

The affected party shall notify the other as soon as reasonably practicable. Obligations affected by such an event shall be suspended for its duration. Payment obligations are not waived by a force majeure event. If a force majeure event continues for more than thirty (30) days, either party may terminate this Contract on written notice, in which case the cancellation provisions of Section 22 shall apply.

27. CONFIDENTIALITY

Each party agrees to keep confidential any non-public business or personal information disclosed by the other in the course of the booking, and to use such information solely for the purpose of completing the booking. This obligation does not apply to information that is or becomes publicly available through no fault of the receiving party, was already known to the receiving party, or is required to be disclosed by law. Nothing in this Section limits Nazar Parkhomenko's rights set out in Section 8 or the operation of a privacy request under Section 9.

28. SEVERABILITY

If any provision of this Contract is found to be invalid, unenforceable, or contrary to applicable law, that provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect.

29. CONSENT TO PHOTOGRAPHY AND USE OF LIKENESS

By signing this Contract, the Client consents to being photographed and filmed by Nazar Parkhomenko in the course of the booking, and to the capture, retention, editing, reproduction, display, and publication of photographs and video footage in which the Client appears. This consent includes the use of the Client's likeness for the purposes set out in Section 8, including Nazar Parkhomenko's portfolio, promotional, social media, and advertising use, and is subject only to a privacy request validly made under Section 9.

The Client confirms they have the legal capacity to give this consent. Where the Client is a minor, this Contract and this consent must be entered into and signed on the Client's behalf by the Client's parent or guardian.

This consent covers the Client only. For every other person taking part in the shoot, including members of any group, the Client remains solely responsible under Section 12(c) for obtaining that individual's written consent before the shoot and, for any minor, the written consent of their parent or guardian. Nazar Parkhomenko makes a separate Third-Party Photography and Videography Consent and Release form available for this purpose; the Client is responsible for having each such individual complete and sign it before the shoot, and for giving the completed forms to Nazar Parkhomenko, who

keeps them. Nazar Parkhomenko relies on the Client having obtained all such consents and, in accordance with Sections 12 and 25, bears no responsibility and accepts no liability for the Client's failure to do so.

30. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the booking described herein, and includes the Terms of Service, the Scope of Work, the Payment Terms, and the General Provisions set out above. It supersedes all prior verbal or written discussions, representations, and agreements relating to the booking. No amendment or modification to this Contract shall be valid unless made in writing and signed by both parties.

SIGNATURES & ACKNOWLEDGMENT

By signing below, both parties confirm they have read, understood, and agreed to all terms set out in this Contract.

The parties agree this Contract may be executed electronically, and that a typed name, electronic signature, or email confirmation shall have the same legal force and effect as a handwritten signature.

SERVICE PROVIDER:

Name: Nazar Parkhomenko (operating as Photo Revisor)

Signature:

Date:

CLIENT:

Full Name:

Business Name:

Signature:

Date:

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