

AIRBNB, INC.

PHOTOGRAPHER AGREEMENT

This Photographer Agreement (“*Agreement*”) is made as of _____, 201__ (“*Effective Date*”), by and between Airbnb, Inc., a Delaware corporation (“*Company*”), and _____ (“*Photographer*”).

Company desires to have Photographer perform photographic services for Company and Photographer desires to perform such services for Company, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES.

1.1 Performance of Services. Photographer will perform the photographic services (“*Services*”) described in detail on Exhibit A to this Agreement (“*Statement of Work*”) in accordance with the terms and conditions of this Agreement and the Statement of Work. Notwithstanding the foregoing, more than one Statement of Work may be issued pursuant to this Agreement, for so long as each such Statement of Work is properly executed and delivered.

1.2 Payment. Company will pay Photographer fees in accordance with the terms set forth in the Statement of Work. Company will not reimburse Photographer for any expenses incurred by Photographer in connection with performing Services. Subject to the foregoing, Company will pay each invoice submitted by Photographer within thirty (30) days following receipt thereof.

2. RELATIONSHIP OF PARTIES.

2.1 Independent Contractor. Photographer is an independent contractor and is not an agent or employee of, and has no authority to bind, Company by contract or otherwise. Photographer will perform the Services under the general direction of Company, but Photographer will determine, in Photographer’s sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Photographer will at all times comply with applicable law. Company has no right or authority to control the manner or means by which the Services are accomplished.

2.2 Employment Taxes and Benefits. Photographer will report as self-employment income all compensation received by Photographer pursuant to this Agreement. Photographer will indemnify Company and hold it harmless from and against all claims, damages, losses, costs and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on Company to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by Photographer pursuant to this Agreement. Photographer will not be entitled to receive any vacation or illness payments or to participate in any plans, arrangements, or distributions by Company pertaining to any bonus, stock option, profit sharing, insurance or similar benefits for Company’s employees.

3. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.

3.1 Definition of Work Product. Photographer agrees to disclose in writing to Company all works of authorship and other materials that Photographer may make, prepare or create, alone or jointly with others, in connection with performing Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (collectively, “**Work Product**”).

3.2 Ownership of Work Product. Photographer and Company agree that, to the fullest extent legally possible, all Work Product will be works made for hire owned exclusively by Company. Photographer agrees that, regardless of whether the Work Product is legally works made for hire, all Work Product will be the sole and exclusive property of Company. Photographer hereby irrevocably and perpetually transfers and assigns to Company, and agrees to irrevocably and perpetually transfer and assign to Company, all right, title and interest throughout the world in and to the Work Product, including all patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, “**Intellectual Property Rights**”) therein throughout the world. At Company’s request and expense, during and after the term of this Agreement, Photographer will assist and cooperate with Company in all respects and will execute documents, and, subject to the reasonable availability of Photographer, give testimony and take such further acts reasonably requested by Company to enable Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Work Product. Photographer hereby appoints the officers of Company as Photographer’s attorney-in-fact to execute documents on behalf of Photographer for this limited purpose. Company shall have no obligation to exploit the Work Product or the Intellectual Property Rights therein and the failure to do so shall not result in the reversion of any rights therein to Photographer.

3.3 Moral Rights. Photographer also hereby irrevocably transfers and assigns to Company, and agrees to irrevocably transfer and assign to Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Photographer may have in or with respect to any Innovation, during and after the term of this Agreement. “**Moral Rights**” mean any rights to claim authorship of any Innovation, to object to or prevent the modification or destruction of any Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a “moral right.”

3.4 Related Rights. To the extent that Photographer owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that block or interfere with the rights assigned to Company under this Agreement (collectively, “**Related Rights**”), Photographer hereby grants or will cause to be granted to Company a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials

of any kind that are covered by such Related Rights, to the extent necessary to enable Company to exercise all of the rights assigned to Company under this Agreement.

4. CONFIDENTIAL INFORMATION. For purposes of this Agreement, “*Confidential Information*” means and will include: (i) any information, materials or knowledge regarding Company and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to Photographer or to which Photographer has access in connection with performing Services; (ii) the Work Product; and (iii) the existence and terms and conditions of this Agreement. Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of Photographer or that Company regularly gives to third parties without restrictions on use or disclosure. Photographer agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing the Services, and not to disclose it to others. Photographer further agrees to take all action reasonably necessary to protect the confidentiality of all Confidential Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information.

5. WARRANTIES.

5.1 Intentionally omitted.

5.2 Pre-existing Obligations. Photographer represents and warrants that Photographer has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with, or that would hinder Photographer’s performance of its obligations under this Agreement.

5.3 Solicitation of Services. Because of the trade secret subject matter of Company’s business, Photographer agrees that, during the term of this Agreement, and for a period of one (1) year thereafter, it will not solicit the services of any of Company’s employees or consultants for Photographer’s own benefit or for the benefit of any other person or entity, and during the term of this Agreement Photographer will not, directly or indirectly, for Photographer’s own benefit or for the benefit of any other person or entity, solicit any Company supplier or customer for the purpose of engaging or participating in, or providing services to, any business that is competitive with the types and kinds of business being conducted by Company.

6. INDEMNIFICATION. Photographer will indemnify and hold harmless Company from and against all claims, damages, losses and expenses, including court costs and reasonable attorneys’ fees, arising out of or resulting from, and, at Company’s option, Photographer will defend Company against:

(i) any action by a third party against Company that is based on a claim that any Services, the results of any Services (including any Work Product), or Company’s use thereof, infringe, misappropriate or violate a third party’s Intellectual Property Rights; and

(ii) any action by a third party against Company that is based on any negligent act or omission or willful conduct of Photographer and that results in: (a) bodily injury, sickness,

disease or death; (b) injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (c) the violation of any statute, ordinance, or regulation.

7. TERM AND TERMINATION.

7.1 Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as Photographer is performing Services pursuant to the Statement of Work.

7.2 Termination for Breach. Either party may terminate this Agreement (including the Statement of Work) if the other party breaches any material term of this Agreement and fails to cure such breach within ten (10) days following written notice thereof from the non-breaching party.

7.3 Termination for Convenience. Company may immediately terminate this Agreement (including the Statement of Work) at any time, for any reason or no reason, by written notice to Photographer.

7.4 Effect of Termination.

(a) Upon the expiration or any termination of this Agreement for any reason, Photographer will promptly deliver to Company all Work Product, including all work in progress on any Work Product and all versions and portions thereof.

(b) Upon the expiration or any termination of this Agreement (except termination of this Agreement pursuant by Company pursuant to Section 7.2 for breach by Photographer), Company will pay Photographer any amounts that are due and payable under Section 1.2 for Services performed by Photographer prior to the effective date of expiration or termination.

(c) Upon the expiration or termination of this Agreement for any reason, Photographer will promptly notify Company of all Confidential Information in Photographer's possession or control and will promptly deliver all such Confidential Information to Company, at Photographer's expense and in accordance with Company's instructions.

7.5 Survival. The provisions of Sections 2.2, 3, 4, 5.3, 6, 7.4, 7.5, 8 and 9 will survive the expiration or termination of this Agreement.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL.

9.1 No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by Company of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or available at law or in equity.

9.2 Assignment. Photographer may not assign or transfer any of Photographer's rights or delegate any of Photographer's obligations under this Agreement, in whole or in part, without Company's express prior written consent. Any attempted assignment, transfer or delegation, without such consent, will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties permitted successors and assigns.

9.3 Equitable Remedies. Because the Services are personal and unique and because Photographer will have access to Confidential Information of Company, Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that Company may have for a breach of this Agreement.

9.4 Attorneys' Fees. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

9.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

9.6 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

9.7 Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section.

9.8 Entire Agreement. This Agreement, together with the Statement of Work, constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. In the event of a conflict, the terms and conditions of the Statement of Work will take precedence over the terms and conditions of this Agreement. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

9.9 Waiver. The waiver of any breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same other provisions hereof.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

COMPANY:

By: _____

Title: _____

Date: _____

PHOTOGRAPHER:

By: _____

Title: _____

Date: _____

EXHIBIT A

Statement of Work

Subject to the terms and conditions set forth herein, Photographer and Airbnb, Inc. hereby agree that the Photographer Agreement dated as of _____, 201_ by and between the parties and this Statement of Work (collectively the “*Agreement*”) shall be applicable to any and all Services provided in connection with photographic assignments accepted by Photographer under this Agreement.

From time to time, Airbnb may send Photographer requests by email [or make such requests known to Publisher through the Airbnb.com site] to perform photographic assignments in houses, apartments and other dwellings at various locations (each a “*Property*”). Photographer may accept an assignment by being the first to reply to Airbnb as indicated in the email [or to be the first to accept through the Airbnb.com site, as applicable], subject to confirmation by Airbnb.

For each accepted assignment, Photographer shall contact the individual(s) responsible for the Property in accordance with the information provided in the request and schedule the assignment to occur at the Property within seven days following the date of accepting the assignment (“*Due Date*”). The names, addresses and other information received by Photographer in connection with each proposed or actual assignment hereunder shall be deemed Confidential Information of Company.

For each accepted assignment, Photographer shall deliver 10-25 photographs of the applicable Property to the Company on or before the Due Date. Photographer shall provide the Photographs: (a) as JPG files, (b) in landscape format, (c) specified at 300dpi and 1800 pixels wide, and (d) edited, touched, processed and ready for publication. The subject matter of the Photographs shall consist of (as applicable) the living room, all bedrooms, all bathrooms, exterior, all common space, noteworthy views, noteworthy furniture, and noteworthy architectural details of the Property. Photographer shall not deliver, disclose, display or make available to any third party, including without limitation the owner, lessee or occupants of the Property, any photographs taken in connection with assignments performed hereunder; provided, however, Photographer may reserve for itself a personal, limited right to display the photographs publicly on Photographer’s website, portfolio site, blog site (in each case provided that visitors are prohibited from obtaining copies of the photographs for commercial use) and in gallery shows and similar exhibitions solely for the purpose of displaying representative samples of Photographer’s work in connection with promoting Photographer’s services as a photographer, and not for any other purpose, commercial or otherwise. For the avoidance of doubt, “photograph” shall be deemed to include any and all images and representations captured or rendered in or by any medium, format or method, all of which constitute Work Product.

If the photographs meet the quality standards of the Company (as shall be determined solely by the Company, Photographer shall be paid \$_____ USD per Property in exchange for all Services provided in connection with each assignment.

AIRBNB, INC. (“*Company*”)

PHOTOGRAPHER:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____