

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (the "Settlement Agreement") is entered into as of the date this Settlement Agreement is fully executed by each of the Parties hereto (the "Effective Date") and is between Prepared Food Photos, Inc. f/k/a Adlife Marketing & Communications Co., Inc. ("Prepared Food Photos") and Pool World, Inc. ("Pool World") (each a "Party" and collectively, the "Parties").


**WHEREAS**, on June 2, 2023, Prepared Food Photos filed a lawsuit (the "Lawsuit") against Pool World in the United States District Court for the Eastern District of Washington (Case No. 2:23-cv-00160) with respect to the alleged copyright infringement of a photograph titled "ProduceVegetableGrilled002" (the "Photograph");

**WHEREAS**, no Party admits liability or wrongdoing by entering into this Settlement Agreement;

**WHEREAS**, this Settlement Agreement is supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

**NOW THEREFORE**, in consideration of the foregoing, the Parties hereby agree and stipulate as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Settlement Payment. Prepared Food Photos shall pay to Pool World the principal sum of

  
The foregoing figure is the "Settlement Amount". The Settlement Amount shall be paid within fourteen (14) days from the Effective Date, with instructions for such payment to be provided by Pool World's counsel.

3. Dismissal of Lawsuit. Within three (3) days of the Effective Date, the Parties shall file a notice of settlement in the Lawsuit which shall state that the Parties anticipate filing a stipulation of dismissal within thirty (30) days thereafter. Within three (3) days of receipt of the Settlement Amount, the Parties shall file a stipulation of voluntary dismissal with prejudice of the Lawsuit, with each Party to bear its own attorneys' fees and costs.

4. Release. Effective upon full payment of the Settlement Amount and except for any obligations arising hereunder, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, release and forever discharge each other from all claims, demands, damages, debts, dues, bills, specialties, covenants, whether sounding in contract or in tort, whether based on statute, common law, rule or regulation, whether in law or in equity, known or unknown, whether direct or consequential, compensatory or exemplary, liquidated or unliquidated, arising at any time up until the Effective Date, which were or could have been asserted against each other.

5. Confidentiality. The Parties shall keep the Settlement Amount confidential. Except as required by an order from a court of law or as expressly agreed herein, the Parties will not hereafter disclose Settlement Amount to anyone (other than to their attorneys, accountants, corporate officers, auditors, immediate family members, and directors, all of which shall be bound by the same confidentiality restrictions hereof). The fact that Prepared Food Photos has paid money to Pool World as part of this Settlement Agreement shall not be confidential and may be disclosed by the Parties without running afoul of this Confidentiality clause. The Parties may thus disclose that Prepared Food Photos paid an unspecified sum of money to Pool World pursuant to this Settlement Agreement, but may not allude to the amount or provide any context/clues as to

such amount (i.e., they may not suggest it was more than/less than a certain amount, suggest that such payment was substantial/insubstantial, etc.).

6. Entire Agreement: Authorship. This Settlement Agreement, together with any exhibits, sets forth the entire understanding of the Parties in connection with the subject matter hereof, and is intended to supersede all previous oral agreements concerning settlement. None of the Parties has made any statement, representation, or warranty in connection herewith, except as expressly set forth herein, which has been relied upon by the other Parties hereto or which acted as an inducement for the other Parties to enter into this Settlement Agreement; and each of the Parties agrees it is not in fact relying upon any such statements, representation, or warranties, or any other expectations, understandings or agreements other than those expressly set forth or incorporated by reference in this Settlement Agreement. This Settlement Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

7. Assignments, Predecessors, Successors and Assigns. The terms of this Settlement Agreement will inure to the benefit of, and be binding upon, the Parties and all of their heirs, successors, assigns, officers, employees, directors, and members.

8. Severability. If, for any reason whatsoever, any one or more of the provisions of this Settlement Agreement shall be held or deemed to be inoperative, unenforceable, or invalid by a court of competent jurisdiction in a particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or rendering any other provisions of this Settlement Agreement inoperative, unenforceable or invalid.

9. Headings. The headings contained in this Settlement Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Settlement


Agreement.

10. Execution. The Parties agree that this Settlement Agreement may be executed in one or more counterparts, each of which shall be executed by one or more of the Parties, and such executed counterparts, taken collectively, will constitute one agreement. Copies sent via facsimile and/or in pdf format via email shall be treated the same as originals.

11. Governing Law. This Settlement Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. If a dispute arises with respect to the enforcement of the Settlement Agreement or if any legal proceeding shall be brought to enforce or interpret any provision in this Settlement Agreement, or to recover damages for breach of this Settlement Agreement, such action shall be brought exclusively in the state or federal courts of Spokane County, Washington, and the Parties waive any challenge to personal jurisdiction and/or venue in such courts. If there is litigation over an alleged breach of this agreement, the Parties waive the right to a jury trial and agree that the matter shall be tried by the court without a jury.

**PREPARED FOOD PHOTOS, INC.**

**POOL WORLD, INC.**

By:   
ID xziQzHhN7Xk2vJvdNACgJsfj

By: 

Its: Director, I.P.

Its: President

Date: 9/5/2025

Date: 9/5/25

## eSignature Details

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<b>Signer ID:</b>	<b>xziQzHhN7Xk2vJvdNACgJsfj</b>
<b>Signed by:</b>	Rebecca Jones
<b>Sent to email:</b>	rebecca@preparedfoodphotos.com
<b>IP Address:</b>	96.238.9.54
<b>Signed at:</b>	Sep 5 2025, 1:26 pm PDT