

# CONDÉ NAST

**Date:** JULY 31, 2013

As of JULY 01, 2013, Advance Magazine Publishers Inc. ("Company") and SCOTT GILBERTSON ("Contributor") agree as follows:

- 1. Scope of Agreement:** This agreement will govern each project performed by Contributor for Company and/or for any publication owned, published, or licensed by Company, whether existing or future, and whether the format of delivery is print, website, app (whether mobile, tablet, desktop, or otherwise), television, or other media not herein described (each hereinafter a "Publication") and all photographs, illustrations, videos, text, script, motion, audio/visual, or other material taken at or created for each project or otherwise submitted to Company (the "Works"). Individual projects and submissions will be arranged on a case-by-case basis separately between each separate Publication and Contributor, in separate documents to be considered schedules hereto, including all specifics of each project or submission such as due date, subject matter, format, location, fee, and expenses (the "Schedules"), and all payments will be made by the specific Publication that has made the arrangements for the project with Contributor. A form of the Schedule is attached as Exhibit A hereto. All executed Schedules will constitute an integral part of this agreement and will be governed by the terms of this agreement.
- 2. Services:** The Works must be satisfactory in form and substance to Company, and must be submitted by the agreed due date. For photographic and other visual projects, Contributor must provide a selection of Works, as determined by Company, from each project, from which Company may choose what it wishes to publish, and upon request of Company, Contributor will provide additional (or all) Works. Contributor will retain an original or other high-quality copy of all material submitted to Company. All physical materials submitted to Company shall be owned by Company, and Company shall not have any liability for loss of or damage to any material submitted to Company, regardless of cause.
- 3. Fee:** All fees paid hereunder by any Publication will encompass all rights granted and all services except as otherwise expressly provided herein.
- 4. Expenses:** Contributor bears all expenses except as otherwise approved in writing. For location or studio assignments, trips, or portfolios to be executed as one assignment, special arrangements will be made individually and mutually agreed upon by Contributor and the editor or art director of the applicable Publication prior to the commencement of any project. With the exception of camera equipment and meters, which Contributor will supply at Contributor's expense, Company will, on projects for Company, pay for all normal sitting expenses such as studio rental, strobe rental, film and processing, location insurance (except for Contributor's cameras, meters and other equipment or personal effects Contributor brings on projects), background paper, and any transportation expenses incurred in connection with such projects, if the expenses have been approved in advance in writing by Company and receipts and proper documentation are provided within one month of any expenditure. To the extent that such documented expenses are paid for initially by Contributor, then Company will reimburse Contributor.

5. **Grant of Rights:** It is agreed that the Work(s) shall be work(s)-made-for-hire within the meaning of the U.S. Copyright Act, and Company shall own all rights, including copyright, therein throughout the world. In the event any of the Work(s) are determined not to be work(s)-made-for-hire for any reason, Contributor hereby transfers and assigns the entire copyright (for the full term of copyright), throughout the world, in any and all media and forms of publication, reproduction, transmission, distribution, performance, adaptation, enhancement and display now in existence or hereafter developed, in each Work to Company. Company may also use the Work(s) and/or Contributor's name and/or likeness in publishing, promoting, advertising and publicizing anything in which a Work appears, and authorize others to do so.
6. **Miscellaneous:** Contributor hereby authorizes Company to determine in its sole discretion whether, when, and how to publish any Work and grants to Company the right to crop, retouch, edit, add comments/words, and otherwise modify the form and/or contents of the Work(s). Upon Company's request, Contributor will be available for and will cooperate with any fact checking Company undertakes. In the event Company returns any original material to Contributor, Contributor shall promptly loan them to Company upon Company's request.
7. **Releases/Restrictions:**
- (a) **Releases:** Contributor will obtain written releases, on a form to be obtained from Company, from all persons and owners of property depicted in any of the Works. Contributor may not agree to any restrictions, limitations, or right to review requested or imposed by any persons, including models, owners of property pictured in the Works, or others. Contributor will immediately advise Company of any such request or attempted imposition.
- (b) **Borrowing Property:** Contributor may not obtain or borrow any objects or property, lease any location, or enter into a legally binding commitment to a third party, on behalf of Company without first obtaining Company's express written consent.
8. **Confidentiality:** The terms of this agreement, and the subject, contents, and circumstances of Contributor's projects and Work(s) under this agreement and all details relating to them, will be held confidential by Contributor and may be discussed by Contributor only with those individuals necessary for the preparation of the Work(s). Contributor will not allow anyone outside of the applicable Publication (including but not limited to the subjects and the subjects' representatives) to view the Work(s) or portions thereof before publication. Contributor shall be responsible for notifying and assuring the compliance of any assistants, service producers, and other third parties working with Contributor to the foregoing restrictions. Without limiting the generality of the foregoing, Contributor and any assistants, service providers, or other third parties working with Contributor may not tweet, blog about, post, reveal, or otherwise disseminate any of the information or materials covered by the confidentiality obligations herein, including but not limited to copies of photographs or descriptions of photo shoots. Specific information that is already in the public domain through no fault or participation of Contributor, or any assistant, service provider, or third party working with Contributor, will not be considered "confidential" hereunder.
9. **Non-Compete:** Contributor will not, until ninety (90) days after the on-sale date of the issue of the Publication in which the Work(s) first appears, write or publish, or cooperate in the publication of, in any form, an article, broadcast, or other communication, or submit to an interview, on the same or a similar subject as the Work(s) unless Contributor has received written consent to do so by the

applicable Publication. In addition, Contributor will not create, participate in, or submit any work that includes the same person or specific location in a similar pose or set-up as any Work hereunder to any other publication of any sort in any media until after the period of exclusivity applicable to the Work has expired.

10. **Warranty:** Contributor represents and warrants that the Work(s) will be original work by Contributor, will not have been previously Published in any form, will not defame, invade the privacy of, or be injurious to, any third party, will not violate any law, and will not otherwise infringe upon the personal or proprietary rights of or give rise to any claim by any third party. In addition, in the event any complaint relating to any Work is made by any third party at any time, whether by a formal legal claim or otherwise, Contributor will fully cooperate with Company in responding to and defending against such complaint or claim.
  
11. **Independent Contractor:** Contributor is an independent contractor and will not be treated as or considered an employee of Company for any purpose, including but not limited to Company's employee benefits, unemployment taxes, Federal, state, and local tax purposes, the Federal Insurance Contribution Act, and income tax withholding at the source. Nothing herein shall create, expressly or impliedly, a partnership, joint venture, or other association between the parties to this agreement. Contributor acknowledges and agrees that Contributor is not entitled to benefits under any employee benefit plan of the Company, even if (1) any court or other tribunal or government agency adjudicates or otherwise finds that Contributor is a common law employee of the Company or (2) Contributor is deemed to be a common law employee of the Company for any other purpose. Contributor represents that (1) Contributor is in full compliance with the immigration laws of the United States and will maintain such compliance while this agreement remains in effect; and (2) Contributor is authorized to engage in business and/or provide services in the United States. Contributor is responsible for compliance with all applicable laws, rules, and regulations as concerns anyone Contributor uses to perform services under this agreement. Contributor specifically acknowledges, and Company states, that Contributor has no actual, implied or apparent authority to act as an agent or employee of Company; to enter into any contractual commitments on behalf of Company; or to incur any obligations, debt or liability for Company. Contributor will indemnify Company with respect to all losses, claims, damages, expenses and liabilities (including reasonable attorneys' fees) arising out of any acts or omissions of Contributor that are not consistent with the terms of this paragraph, including any claim or liability for taxes, penalties and/or interest that may be assessed against Company by reason of Contributor and/or anyone Contributor uses to perform services under this agreement being deemed an employee of Company.
  
12. **Termination/Breach:** Either party may terminate this agreement at any time by giving thirty (30) days written notice to the other party. The Rights, Confidentiality, Warranty, and Miscellaneous provisions shall survive any termination or expiration of this agreement.
  
13. **Miscellaneous:** This agreement sets forth the entire agreement of the parties, supersedes all prior agreements between the parties with respect to the subject matter hereof, will not be binding on either party until fully executed by both parties and may not be altered except in a document signed by the party to be bound thereby. No contrary or inconsistent terms, conditions, restrictions, or other provisions in delivery memos, invoices, letters, or other documents will be binding on a party unless expressly agreed to in writing by that party. If any provision of this agreement is for any reason or in any jurisdiction held invalid or unenforceable, such fact will not affect any other provision hereof, and this agreement will thereafter be interpreted as if such provision had not been contained in the agreement, in such jurisdiction. This agreement may not be assigned by Contributor. Any notice to Company must be sent by Certified Mail, Return Receipt Requested, or delivered personally, and must be addressed to the attention of Contract Department. This agreement will be governed by the laws of the United States of America and the State of New York applicable to contracts to be wholly performed

therein to the extent permitted by the law of any jurisdiction in which the agreement is sought to be enforced. Any action against Company based on or alleging a breach of this agreement must be brought in the state or federal courts in New York, New York. Company may bring an action, including for tort, against Contributor in the state or federal courts in New York, New York, or wherever Contributor may be located.

14. **Power of Attorney:** If this agreement is executed by an agent or representative on Contributor's behalf, said agent or representative represents and warrants that it has full right and authority, pursuant to a currently valid Power of Attorney from Contributor, to make this agreement on behalf of and to bind Contributor, including the grant of rights and warranties and representations specified herein, and will indemnify Company against any claims of any nature arising from said agent or representative's execution of this agreement. Upon Company's request, said agent or representative will provide to Company the above-specified Power of Attorney.

By:   
SCOTT GILBERTSON  
or Agent/Representative

Scott Gilbertson  
Print Name (and Agency, if applicable)

Date: July 31, 2013

Contributor TIN (for I.D. purposes only): 572-95-2415

COMPANY

By: \_\_\_\_\_

Date: \_\_\_\_\_