

CONTRIBUTOR AGREEMENT

Contributor Name: _____

Date: _____

Name of Work: _____

Type of Work: Editorial Photography _____ Art & Design _____ Panel opinions _____
Other _____

UBM LLC (“UBM”) hereby engages Contributor to create and provide the content set forth above (the “Work”) to UBM. In consideration for UBM publishing the Work and materials provided by Contributor, Contributor agrees as follows:

1. Contributor agrees that the Work shall become the property of UBM and shall be deemed to be a “work made for hire”. Contributor hereby assigns to UBM the entire right, title and interest (including copyrights and other intellectual property rights) throughout the entire world in the Work made by Contributor or its employees, either solely or jointly with others, for UBM during the performance of this Agreement or with use of information, materials or facilities of UBM received or used by Contributor during the period in which Contributor is retained by UBM or its successor in business, under this Agreement.
2. If applicable, prior to delivery of the Work, Contributor shall obtain from all persons who are, or whose property is, identified, depicted or otherwise referred to in such Work, such written and signed licenses, permissions, waivers and consents (collectively, “Permissions” and each, individually, a “Permission”), including those relating to publicity and privacy, as are or reasonably may be expected to be necessary for UBM to exercise its rights in such Work, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such person. By providing Work to UBM, Contributor represents and warrants that the Work is not libelous or otherwise defamatory and does not, and use thereof will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret or other intellectual property right, or any right of publicity or privacy.
3. In the course of performing a project, Contributor may have access to confidential and proprietary information of UBM. Contributor shall keep all such information strictly confidential and shall use it only in performing the applicable project for UBM and for no other purpose. Contributor shall take all reasonable measures to ensure that all such information is not disclosed or distributed in violation of this Agreement.
4. Contributor shall indemnify and hold harmless UBM and its affiliates from any claims, damages, losses and costs (including reasonable attorneys’ fees) arising out of any violation of any representation, warranty or covenant contained in this Agreement.
5. In no event shall UBM’s liability hereunder to Contributor exceed \$500 or payment to Contributor for services rendered and accepted by UBM in accordance herewith.
6. UBM will include Contributor’s name in a byline on the published Work. UBM will have the right, but not the obligation, to use Contributor’s name, biography and likeness, and the Work or any portion thereof in connection with advertising and promotion of the Work.
7. This Agreement constitutes the entire agreement between the parties with respect to any Work hereafter requested from Contributor by UBM and replaces and supersedes all previous

agreements, proposals, promises, representations, understandings and negotiations, whether written or oral, between us respecting the subject matter of the Agreement. No provision of this Agreement may be modified, waived, suspended or terminated except by an agreement in writing signed by Contributor and by an authorized representative of UBM. Any agreement or document purporting to supersede this Agreement or any provision of it will not be effective or binding upon UBM or Contributor unless signed by both parties.

8. The relationship of Contributor to UBM shall be that of an independent contractor, and nothing in this Agreement is intended to create an employee or agent relationship. Contributor has no authority to bind or commit UBM to any agreements or further obligations. UBM is not responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Contributor's behalf. Contributor is solely responsible for all such taxes or contributions, including penalties and interest, if payment is made.
9. Contributor may not assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of UBM.
10. UBM may terminate this Agreement: (i) without cause upon ten (10) days prior written notice, or (ii) immediately for breach by Contributor of any material term or condition of this Agreement. Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth herein which (a) the parties have expressly agreed in writing shall survive any such termination or expiration, or (b) by their nature would be intended to be applicable following any such termination or expiration.
11. The terms of this Agreement are confidential and Contributor will not disclose any of its terms to any third party.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law provisions and subject to the exclusive jurisdiction of the state and federal courts in the County of New York.

Agreed and Accepted:

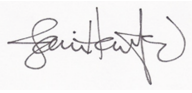
Contributor:

UBM LLC:

Name of Contributor (Print)

By: _____
Signature

Date: _____

By:  _____
Signature

Date: _____