

Contributor's Agreement

This is to confirm the agreement between _____ (“Contributor”) and Authentasia, Inc., publisher of Tokyo Journal magazine and other Authentasia, Inc. publications. (“Publisher”).

1. Work

Contributor agrees to contribute original columns, articles, interviews, illustrations, photographs or any form of media to, or perform services for the above-named journals. (the “Work”).

2. Rights Granted.

Contributor may use contributed work in Contributor's portfolio but cannot sell work obtained or completed while performing services for Publisher or while using a media pass provided by the Publisher. Contributor grants to Publisher the following intellectual property rights in the Work:

- A. An exclusive worldwide right for publication of the Work in the Publisher's and its affiliates' in-print publications and on Publisher's and its affiliates' websites, social networking sites, the Tokyo Journal travel guide, or any other purpose and the exclusive right to sell the Work throughout the world in digital format (digital format includes Internet, disk, electronic download, CD, DVD, or any other format, digital or not, known or unknown at this time).
- B. An exclusive right to publish the Work in any of its publications and the right to decide which publication(s) in which the Work is published.
- C. An exclusive worldwide right to include the Work in anthologies, reprint editions, adaptations, or collections of articles.
- D. An exclusive worldwide right to use selections from the Work in the advertising and promotion of Publisher and Publisher's and its affiliates' web sites.
- E. An exclusive worldwide right for document delivery services and abstracting and indexing services to include the Work in whole or in part in their services.
- F. An exclusive worldwide right for the Work to be translated into any language and for the Work to be published as translated.
- G. A worldwide right to use Contributor's name, likeness, information about Contributor, in connection with Contributor's Work.

3. Warranty.

Prior to submitting these materials, Contributor has cleared all trademark, copyright and photograph consent/permission matters with the subject/subjects. In the case the subject or subjects in photos / interviews are not legal adults, Contributor warrants that proper permission has been obtained from the legal guardian(s) of the minor(s) to publish the material. Contributor warrants that to the best of the Contributor's knowledge the Work is original and does not contain libelous or defamatory content and does not infringe or violate any trademark, copyright, contract, or proprietary rights of others. If the Work was prepared jointly with any other authors, photographers or any other individual, the Contributor signing [hereunder] is signing as the representative of those authors, or photographers or individuals. Contributor warrants that proper permission has been obtained from all other contributors prior to signing on their behalf. Contributor agrees to indemnify and hold Publisher harmless against any final judgment resulting from the falsity of the foregoing warranties.

4. Editorial Changes.

Publisher may revise, edit, condense, translate, create audio recordings of or otherwise alter the Work, and may code the work in HTML as needed for Web presentation or make any editorial changes that are needed to effectively deliver the work through the Publisher's various means of delivery (both presently and in the future).

5. Non-Compete

Contributor agrees not to enter into a formal or informal agreement with any professional crew, crew member, staff, celebrity, individual or entity that has been introduced through the Contributor's relationship with the Publisher, during the time in which the Contributor is providing services to the Publisher and for a period of thirty-six (36) months following the termination of the relationship between the Contributor and the Publisher.

5. Miscellaneous.

- a) No modification to this Agreement shall be binding unless made in writing and signed by the parties hereto.
- b) If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- c) Publisher may assign its rights and obligations under this Agreement in connection with a sale of all or a substantial part of its business to which such rights and obligations pertain.
- d) This agreement will be governed by and construed in accordance with the laws of Los Angeles, California, USA. The Federal and state courts located in California shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
- e) Any controversy or claim arising out of or relating to this agreement, or the breach of the agreement will be settled by arbitration in Los Angeles, California in accordance with the arbitration rules or International Arbitration Rules of the American Arbitration Association. Reasonable attorney fees may be awarded by the arbitrators to the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.
- f) The term of this Agreement and the rights granted and obligations assumed hereto, shall commence on the date and execution hereof, and shall endure and remain in full force in perpetuity.
- g) The parties acknowledge that each party has read and understood this agreement before execution.

Executed by the Parties as set forth below.

Contributor

Name: _____

Date: _____

Signature: _____

Publisher

Name: _____

Date: _____

Signature: _____