

PROJECT DETAILS

Here Media

ATTACHMENT TO CONTRIBUTOR AGREEMENT BETWEEN
HERE MEDIA INC. AND CONTRIBUTOR

THESE PROJECT DETAILS set forth terms and conditions particular to the Work described below and is incorporated by reference into the Contributor Agreement between you, [Bill Cramer] of [101 E. 8th St., #180 Conshohocken, PA 19428; bill@billcramer.com; 610.260.0200], the Contributor, and HERE (the "Agreement"). The terms and conditions of the Agreement are incorporated herein by reference regardless of whether or not the Agreement has been signed. If you begin Work, you will have been deemed to have reviewed and accepted the terms and conditions in the Agreement.

Such different or additional terms in this Attachment are applicable only to the Work described below and in no way alter the terms and conditions applicable to any other Works submitted under the Agreement. Any capitalized terms used but not defined here have the same meaning given to them in the Agreement.

The Work is a work-made-for-hire and is assigned to HERE under the terms of Section 2.1 (Assignment) of the Agreement, unless the following is checked:

_____ The Work is licensed to HERE under the terms of Section 2.2 (License) of the Agreement. Any license is exclusive to HERE for ninety (90) days following the Publication Date. The license is nonexclusive in all other media after the initial 90-day period, provided that if Contributor licenses publication rights to the Work to a third party, Contributor will so notify HERE and shall use best efforts to obtain from such third party publication of credit for HERE as the first publisher of the Work, and such credit shall appear in a prominent place of such third party's publication (on any media) in which the Work appears.

Type, Title, and Brief Description of Work

Type (ex. written work of authorship, editorial services, etc.): Cover & Feature Well Photo Shoot

Title(s) of the Work(s): HIVPlus #075 Social Networking Cover & Feature Well Story

Brief Description of the Work(s) (discussion of article angle, topics to be covered, typical interviewees, etc.): Two portrait set-ups for cover & interior of magazine

Directions and Guidelines (word count, Q&A versus narrative format, etc.): Per shot list

Publication Date: February 15, 2010

Due Date for Delivery of the Work: 01/26/10

Payment and Terms: One-time Fee: \$1000.00 [indicate if not in U.S. dollars]. Contributor acknowledges that this fee shall be owed only after HERE's acceptance of the Work and according to the terms and conditions in the Agreement. If no amount is indicated, then no Fee shall be owed for the Work. HERE will pay Contributor the one-time fee, payable forty-five (45) days following the later of the date the Work is published online or goes "on-sale" if the Work is published in a print publication, provided that HERE has received from Contributor a completed and accurate IRS Form W-9. See Section 4 (Payment Terms) of the Contributor Agreement for more information.

Signature of Contributor (Required if electing Section 2.2 [License] of the Agreement, noted above):

X _____
Signature Date

Additional Comments (NONE, if none indicated):

FOR HERE INTERNAL USE ONLY

PROJECT/ISSUE: _____ APPROVED BY: _____ ACCOUNT: _____

REQUESTED BY: _____ PAYMENT DUE BY: _____ AMOUNT: _____

PHOTOGRAPHER & ILLUSTRATOR CONTRIBUTOR AGREEMENT

Regent Entertainment Media Inc.

THIS CONTRIBUTOR AGREEMENT ("Agreement") is between **REGENT ENTERTAINMENT MEDIA INC.**, a corporation having a place of business at 10960 Wilshire Blvd., Los Angeles, California 90024, including its affiliates, subsidiaries, successors, and assigns ("Regent"), and the undersigned ("Contributor"). This Agreement is effective as of the last date signed below (the "Effective Date").

1. ENGAGEMENT. Regent hereby engages Contributor to create or provide original works of photography, illustration, or composite imagery (each, a "Work") and to submit such Work to Regent for Regent's use. Such Work may include, by way of example and without limitation, artwork, cartoons, photography, graphic designs, video, audio, and multimedia. Regent shall describe for Contributor in greater detail Work to be submitted by Contributor by attachment to this Agreement ("Project Details"). The parties acknowledge and agree that the terms and conditions of this Agreement apply to each Work submitted by Contributor to Regent during the term of this Agreement, regardless of whether the Project Details is signed by either party, and regardless of whether this Agreement is specifically referenced upon submission of such Work.

2. RIGHTS IN WORK.

2.1. Primary License—Standard Exclusivity Period. Contributor hereby retains ownership of the Work and grants to Regent a worldwide, exclusive license to use, distribute, reproduce, and publicly display such Work by any means and in any media now known or hereafter developed, in connection with the products of Regent for a period of three (3) months from the date of Regent's publishing of the Work. This license includes extending the use by Regent of original portions or all of the Work in print, original portions or all of the Work in electronic and digital formats, and original portions of the Work in marketing and publicity materials to promote Regent's use of the Work.

2.2. Secondary License—Post-Exclusivity Period. Contributor hereby grants to Regent a worldwide, nonexclusive license to use, distribute, reproduce, and publicly display such Work by any means and in any media now known or hereafter developed, in connection with the products of Regent, including anniversary observances, historical recounts, retrospectives, and marketing and publicity materials to promote such uses of the Work, after the period of three (3) months indicated in Section 2.1.

3. DEVELOPMENT, DELIVERY, AND ACCEPTANCE. In the event that a Work is not yet in existence, Contributor shall develop the Work according to Regent's directions, guidelines, and satisfaction. Contributor shall deliver each Work, whether preexisting or not, to Regent by the agreed Due Date, cited in the Project Details. *Time is of the essence with respect to any agreed Due Date.* Upon Contributor's submission of the Work, Regent will accept or reject the Work or return the Work to Contributor with suggested changes in its sole discretion. If Regent commercially uses the Work, then such Work shall be deemed accepted. Contributor acknowledges that Regent has the right to edit or adapt any Work with respect to its form or content as Regent deems appropriate for publication (for example, the right to resize or crop images), and Contributor agrees to reasonably cooperate with Regent in any such editing or adaptation at no additional cost to Regent.

Contributor agrees to provide Regent, if supplied to Contributor by Regent, with properly executed and signed releases of models or other subjects included in photography created by Contributor ("Talent Release").

4. PAYMENT TERMS. For each Work accepted by Regent pursuant to this Agreement, Regent will pay Contributor a one-time fee ("Fee"), payable forty-five (45) days following the later of the date the Work is published online or goes "on-sale" if the Work is published in a print publication, provided that Regent has received from Contributor a completed and accurate IRS Form W-9 (or substitute form as indicated at the end of this Agreement) and provided that Regent has received a detailed invoice with an accounting of the Fee. The Fee, to be paid by Regent to Contributor, must be within the estimated amount set forth in writing, and as agreed upon by Regent and Contributor, in the Project Details for each Work. Contributor acknowledges that, except as the parties may otherwise expressly indicate in the Project Details, Regent may use the Work (as indicated in Section 2.1) without any further payment to Contributor.

5. TERM.

5.1 Term and Termination. This Agreement shall commence on the Effective Date and, unless earlier terminated, shall continue for a period of one (1) year. The Agreement will automatically renew for additional one (1) year periods. Regent may immediately terminate this Agreement or any Project Details without cause upon written notice to Contributor. Contributor may immediately terminate this Agreement for any reason upon written notice to Regent, provided that at such time as Contributor gives notice to Regent there is no Work in progress pursuant to any outstanding Project Details.

5.2 Effect of Termination. Unless otherwise specified in writing and signed by both parties, all licenses for each Work submitted to and accepted by Regent pursuant to this Agreement prior to its termination or expiration shall survive any such termination or expiration. The terms of Sections 2 (Rights in Work), 5.2 (Effect of Termination), 6 (Representations and Warranties), 7 (Indemnification) and 8 (Limitations on Liability) shall survive the expiration or earlier termination of this Agreement for any reason.

6. REPRESENTATIONS AND WARRANTIES. Contributor hereby represents and warrants with respect to each Work that (a) the Work is an original work of Contributor and Contributor is the sole creator thereof; (b) the Work is not obscene; does not violate any right of privacy or publicity of any person; does not infringe any intellectual property or other right of any third party, whether contractual, statutory or common law; and does not otherwise contain any unlawful content; (c) the Work is not subject to any prior agreement, lien, encumbrance, or other right that may interfere with the rights of Regent hereunder; and (d) Contributor has full right and power to enter into and perform this Agreement without the consent of any third party.

7. INDEMNIFICATION. Contributor will indemnify and hold harmless Regent, its officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, expenses, and costs (including attorneys' fees and court costs) (each, a "Claim") that such parties may incur as a result of a breach by Contributor of any representation or warranty of Contributor set forth in Section 6 (Representations and Warranties) of this Agreement, provided that Contributor shall have no obligation under this Section 7 to the extent that any Claim arises from modifications to the Work by Regent or use of the Work by Regent outside the scope of the rights granted herein. Regent shall have sole authority to defend and/or settle each Claim, provided that Regent agrees to give Contributor prompt written notice of any indemnifiable Claim and to permit Contributor to participate in the defense of and/or settlement negotiations covering such Claim at Contributor's expense with counsel of Contributor's choosing.

8. LIMITATIONS ON LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES THAT MAY ARISE OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY INCLUDING, WITHOUT LIMITATION, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF CONTRACT, OR BREACH OF WARRANTY, EVEN IF SUCH PARTY KNEW, SHOULD HAVE KNOWN OF, OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL REGENT'S LIABILITY TO CONTRIBUTOR EXCEED THE AMOUNT(S) PAYABLE TO CONTRIBUTOR UNDER THIS AGREEMENT. The foregoing limitations on liability for damages shall be inapplicable to any contractual obligation to indemnify that may be set forth in this Agreement. Contributor acknowledges and agrees that the warranties, indemnities, and limitations on liability set forth in this Agreement form a fundamental part of the basis of the bargain hereunder, without which Regent would not enter into this Agreement.

9. MISCELLANEOUS.

9.1. Assignment. Regent shall have the right to assign its rights or obligations hereunder to any other person or entity. Contributor may not assign its rights or obligations hereunder to any other person or entity and any such assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their successors and permitted assigns.

9.2. Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, e-mail, facsimile transmission, or by mail, return receipt or signature requested, and shall be deemed given upon personal delivery or upon confirmation of receipt of delivery. Notices shall be sent to the addresses set forth in this Agreement or such other addresses as either party may specify in writing.

9.3 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California as applied to transactions taking place wholly within California between California residents. Contributor hereby expressly consents to the exclusive personal and subject-matter jurisdiction of the state and federal courts located in the City and County of Los Angeles, California, for any dispute arising from or related to this Agreement.

9.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.5 Entire Agreement. This Agreement and all the Project Details hereto constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements between the parties. THIS AGREEMENT MAY BE CHANGED ONLY BY MUTUAL AGREEMENT OF AUTHORIZED REPRESENTATIVES OF THE PARTIES IN WRITING. The terms of this Agreement will govern all Project Details hereto. In the event of any conflict or inconsistency between the terms of this Agreement and any Project Details, the terms of this Agreement shall govern.

9.6 Independent Contractor Relationship. Contributor's relationship with Regent will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contributor is not the agent of Regent and is not authorized to make any representation, contract, or commitment on behalf of Regent. Contributor will not be entitled to any of the benefits which Regent may make available to its employees, such as group insurance, profit-sharing, or retirement benefits. Contributor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Contributor's performance of services and receipt of fees under this Agreement. Because Contributor is an independent contractor, Regent will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Contributor's behalf. Contributor agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability, and other contributions based on fees paid to Contributor, its agents, or employees under this Agreement. Contributor hereby agrees to indemnify and hold harmless Regent against any and all such taxes or contributions, including penalties and interest.

IN WITNESS WHEREOF... [CONTINUES ON PAGE 3]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed of their own free will and, if applicable, by their respective officers, duly authorized.

CONTRIBUTOR MUST COMPLETE ALL 9 ENTRIES:

CONTRIBUTOR:

FOR REGENT:

If Contributor is a company/corporation, print entity name below:

Title (if applicable): _____

By: _____

1 Signature: _____

Name: _____

2 Print Name: _____

Title: _____

3 Date ("Effective Date"): _____

Date: _____

PRINT CONTRIBUTOR INFO CLEARLY:

4 Address: _____

5 Phone: _____

6 E-mail: _____

7 SSN or TIN: _____ *If Contributor is a company, insert Contributor's U.S. Taxpayer ID Number (TIN) (also known as Federal Employer Identification Number [FEIN]). If Contributor is an individual, then insert Social Security Number (SSN).*

INTERNAL REVENUE SERVICE INFORMATION (SUBSTITUTE FORM W-9)

Under penalties of perjury, I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

8 SIGNATURE OF U.S. PERSON: _____ 9 DATE: _____

STOP! Did you complete all 9 entries? Payment may not be made if all entries are not completed. Block 1 and Block 8 **must** contain a signature.