

PROJECT DETAILS

ATTACHMENT TO PHOTOGRAHER & ILLUSTRATOR 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 Photographer & Illustrator Contributor Agreement between you, **Bill Cramer** of **101 E. 8th St., #180, Conshoken, PA 19428; bill@billcramer.com; 610.260.0200**, the Contributor, and Here Media (the "Agreement").

The Work is licensed to Here Media under the terms of Section 2.2 (License) of the Agreement.

Type, Title and Brief Description of Work:

Type (ex. original photographic images, photo retouching, original illustration, etc.): **Cover & Feature Well Photo Shoot**

Brief Description of the Work(s): **Two portrait set-ups for cover & interior of magazine**

Directions and Guidelines (detailed description given by Here Media photo editor or art director regarding specifications for shoot, illo, etc.): **Per shot list**

Publication Date: **February 15, 2010**

Due Date for Delivery of the Work: **01/29/2010**

Payment and Terms: One-time Fee: **\$1,000.00 + up to \$2,750 in expenses with documentation per estimate.**

Additional Comments (None, if none indicated):

Signature of Contributor:

Signature

Date

FOR HERE MEDIA INTERNAL USE ONLY

PROJECT/ISSUE: _____

APPROVED BY: _____

ACCOUNT CODE: _____

AMOUNT: _____

REQUESTED BY: _____

PAYMENT DUE BY: _____

PHOTOGRAPHER & ILLUSTRATOR CONTRIBUTOR AGREEMENT

Here Media Inc.

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

1. ENGAGEMENT. Here hereby engages Contributor to create or provide original works of photography, illustration, or composite imagery (each, a "Work") and to submit such Work to Here for Here's use. Such Work may include, by way of example and without limitation, artwork, cartoons, photography, graphic designs, video, audio, and multimedia. Here shall describe for Contributor in greater detail Work to be submitted by Contributor by attachment to this Agreement ("Project Details").

2. RIGHTS IN WORK.

2.1. Primary License—Standard Exclusivity Period. Contributor hereby retains ownership of the Work and grants to Here a worldwide, exclusive license to use, distribute, reproduce, and publicly display such Work **for a one-time use in HIV Plus magazine (and its digital equivalent)** for a period of three (3) months from the date of Here's publishing of the Work. This license includes extending the use by Here 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 Here's use of the Work.

2.2. Secondary License—Post-Exclusivity Period. Contributor hereby grants to Here 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 Here, 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 Here's directions, guidelines, and satisfaction. Contributor shall deliver each Work, whether preexisting or not, to Here 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, Here will accept or reject the Work or return the Work to Contributor with suggested changes. Contributor acknowledges that Here has the right to edit or adapt any Work with respect to its form or content as Here deems appropriate for publication (for example, the right to resize or crop images), and Contributor agrees to reasonably cooperate with Here in any such editing or adaptation at no additional cost to Here.

Contributor agrees to provide Here, if supplied to Contributor by Here, 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 Here pursuant to this Agreement, Here will pay Contributor a fee ("Fee"), payable forty-five (45) days following **receipt of a correct invoice**, provided that Here has received from Contributor a completed and accurate IRS Form W-9 (or substitute form as indicated at the end of this Agreement). The Fee, to be paid by Here to Contributor, must be within the estimated amount set forth in writing, and as agreed upon by Here and Contributor, in the Project Details for each Work.

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. Here 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 Here, provided that at such time as Contributor gives notice to Here 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 Here 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 Here 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 Here, 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 Here or use of the Work by Here outside the scope of the rights granted herein. Here shall have sole authority to defend and/or settle each Claim, provided that Here 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 HERE'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 Here would not enter into this Agreement.

9. MISCELLANEOUS.

9.1. Assignment. Here 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 Here 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 Here and is not authorized to make any representation, contract, or commitment on behalf of Here. Contributor will not be entitled to any of the benefits which Here 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, Here 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 Here 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 HERE:

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

WONDERFUL MACHINE INC.

Title (if applicable): _____

By: _____

1 Signature: _____

Name: _____

2 Print Name: Bill Cramer _____

Title: _____

3 Date ("Effective Date"): _____

Date: _____

PRINT CONTRIBUTOR INFO CLEARLY:

4 Address: 101 E. 8th Ave. #180

Conshohocken, PA 19428

5 Phone: 610-260-0200

6 E-mail: bill@billcramer.com

7 SSN or TIN: **23-3007518** *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.