

FAIR OBSERVER CONTRIBUTOR AGREEMENT

Fair Observer, a California nonprofit (the “Organization”) publishes an online journal at www.fairobserver.com featuring commentary, analysis and multimedia content on a wide range of global current and contemporary affairs, arts, science and cultural topics (said website, together with all related content and services as well as any mobile versions thereof and any mobile applications provided by the Organization, the “Site”). This Contributor Agreement (“Agreement”) governs the submission of articles, essays, videos and/or any other content, whether written, graphic, audiovisual, multimedia or otherwise (a or the “Work”) for possible use on or in connection with the Site, and is made by and between the Organization and the individual, journal, university, think tank or any other organization submitting a Work (“Contributor” or “you”). By submitting your Work you hereby acknowledge that you have read, understand and accept the terms of this Agreement in their entirety and agree to be legally bound by such terms. For good and valuable and consideration, the receipt and sufficiency of which are hereby acknowledged, you and the Organization hereby agree and intend to be legally bound as follows:

1. Voluntary Submission. As a voluntary contributor for the Site, you are an independent contractor and not an employee of the Organization. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

The Organization may use and publish your Work in its sole discretion.

If you are submitting your Work in connection with a competition or contest promoted by the Organization (the “Competition”), NO PURCHASE IS NECESSARY FOR THE COMPETITION. The Competition is a competition of skill and not a game of chance or a sweepstakes. All Works will be evaluated based on their quality, suitability and relevance, as determined by the Organization in its sole and absolute discretion. All determinations by the Organization in connection with the Competition, including its selection of a winner or winners, shall be final, binding and conclusive. The Organization may terminate or revoke the Competition and/or any offer or promotion related thereto at any time by posting a notice on the Site; the Organization may also modify the Competition rules at any time by posting amended rules on the Site. It is your responsibility to periodically check the Site to familiarize yourself with the current version of the Competition rules. All offers and promotions relating to the Competition are void where prohibited by law. The winner(s) of the Competition are responsible for all taxes, duties and other governmental charges that may be payable with respect to a prize, and the Organization shall have the right, but not the obligation, to withhold any amounts from any prize that the Organization, in its sole discretion, determines are required to be withheld or paid to any governmental authority. Notwithstanding any event contemplated in this Section (1) (including any modification, revocation or termination of the Competition or the voiding of any offer or promotion relating to the Competition), Sections 2-4 below shall remain in full force and effect and shall not be held to be rescinded, unenforceable or otherwise ineffective for failure of consideration or any other reason.

You understand and agree that submission of your Work and your acceptance of the terms of this Agreement do not guarantee that you will be selected as a winner in the Competition or that your Work will be published by the Organization.

2. Assignment of Rights in Work. Your Work will be your sole property, but you grant us a perpetual, irrevocable, royalty-free, worldwide right and license to use, copy, reproduce, adapt, publish display, disseminate, transmit, translate, store, modify, and distribute the content, electronically and in

hard-copy, in any form, and to incorporate the Work, in whole or in part, into other works (“Derivative Works”).

If the Organization chooses to publish your Work substantially in its original form, the format, wording, appearance and placement of which shall be determined by the Organization in its sole and absolute discretion, it will provide you with a credit or similar attribution.

You are responsible for providing true and accurate name and contact information in conjunction with your submission.

If your Work contains your image, likeness, voice, communications or other personal or identifying features or information, or if the Organization chooses to publish your Work or feature you as a Competition winner, you give and grant to the Organization and its licensees, distributors, partners, service providers, publicists, representatives, agents, successors and assigns (collectively, with the Organization, the “Publishers”) a worldwide, perpetual, irrevocable, royalty-free, transferable and sublicensable right to use, reproduce, edit, and publicly display, perform, distribute, broadcast, stream and publish your name, the name of your organization or other related organization, your biographical information, your photograph, image and likeness, your voice, and any statements, communications and activities of yours made in connection with your Work or the Competition, and any and all recordings, downloads, podcasts, copies or clips thereof, for the purpose of advertising, promoting, providing, publishing or publicizing the Work, the Competition and/or the Site, as determined by the Publishers in their sole and absolute discretion, in print, online, mobile, television, radio and any other media or format, whether now or hereafter existing, without restriction as to manner, distribution, frequency or duration of usage, and without any right of prior review or approval by you.

You agree that **consideration of your Work for publication** by the Organization or as an entry in the Competition **is sufficient consideration** for the grants and assignments of the rights in this Section 2 and your other covenants and obligations in this Agreement, and that you will be entitled to no other compensation for the Organization’s or Publishers’ exercise of their rights in this Section 2 or their use or exploitation of the Work.

You warrant that (i) the Work is original and the Publishers’ publication, modification, performance, licensing, distribution, transfer, display, broadcast, use and other exploitation thereof will not infringe or violate any copyright, trademark, patent, publicity, privacy or other proprietary right of a third party; (ii) the Publishers’ use of your name, the name of your Organization or other organization, your biographical information, your photograph, image or likeness, your statements, communications and activities in connection with your Work or the Competition, your voice, and any recordings, downloads, podcasts, copies or clips of any of the foregoing will not breach any other agreement you have with a third party; and (iii) any other individuals who appear in or are utilized in connection with the Work in any manner (including the use of their names, image, photographs, likeness, voices, statements and/or communications in connection with the Work) have executed written releases that are sufficient to enable the Publishers to publish, broadcast, modify, license, sublicense, distribute, transfer, publicly display and perform and otherwise use and exploit the Work in any manner, format or medium they deem appropriate, in perpetuity and throughout the world, without the need to obtain any additional consents, permissions, licenses or waivers or to pay any royalties or further compensation, and you will furnish such releases to the Organization upon request.

You shall indemnify, defend and hold the Organization, the other Publishers and their respective members, managers, officers, directors, partners, shareholders, contractors, employees, licensees, agents, and representatives harmless from and against any and all damages, losses, expenses and other costs

(including, without limitation, reasonable attorneys' fees) arising in connection with a third-party claim, demand, action or proceeding based on allegations that, if true, would constitute a breach of this Section 2 or otherwise arising out of their exploitation of the Work or exercise of the rights granted in this Section 2.

3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ORGANIZATION SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT OR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE COMPETITION (INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS, REVENUES OR OPPORTUNITIES), WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR INDEMNIFICATION, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. TO THE EXTENT THAT, NOTWITHSTANDING THE FOREGOING, THE ORGANIZATION CAN BE HELD LIABLE FOR ANY DAMAGES, YOU AGREE THAT THE ORGANIZATION'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE COMPETITION SHALL NOT EXCEED \$100. The foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

4. Finally, you understand that the Organization is located in and provides the Site and the Competition from the United States of America. Accordingly, any dispute relating to this Agreement or the Competition will be governed by the laws of the United States (including the U.S. Copyright Act) and the District of Columbia, excluding any applicable conflicts of laws principles, and you consent to the exclusive jurisdiction and venue of the United States state and federal courts for the District of Columbia to adjudicate any dispute. You agree that no other country or jurisdiction's laws will apply to this Agreement. If the Organization prevails in any action or proceeding (i) to enforce this Agreement or, (ii) arising out of your Work or participation in the Competition, it shall be entitled to recover, in addition to all other available legal and equitable relief, its legal costs, including reasonable attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be reformed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. The provisions of the Agreement are severable, and if any portion is adjudged invalid or unenforceable by a court or tribunal of competent jurisdiction, the remaining portions will remain valid, enforceable and in effect. Any waiver by either party of any term or condition of this Agreement or any notification of breach thereof shall be in writing, executed by the party to be charged, and any such waiver, in any one instance, will not waive such term or condition in any other instance or any subsequent breach thereof. This Agreement is not assignable by you. The Organization may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.