

Commission Agreement

1. ENGAGEMENT

1.1 The Contributor agrees that during the term of this Commission Agreement (Agreement), all works created by the Contributor or any employee, agent or contractor of the Contributor pursuant to and in the course of fulfilling a purchase order from News Magazines Pty Limited (Company) (including all literary or artistic works, Cinematograph film and or Sound Recording or other works described in the purchase order and any adaptation of those works and any other material created or generated in the course of producing the Works and in any format or medium delivered) (the Works) are covered by this Agreement.

1.2 A purchase order will be provided to the Contributor in relation to each commission during the term of this Agreement. The terms of this Agreement will govern each purchase order.

2. CONTRIBUTOR'S OBLIGATIONS AND WARRANTIES

2.1 The Contributor must produce the Works and/or Services and/or Additional Services (if any):

- (a) in a professional manner using due care and skill to a standard appropriate for publication (as determined by the Company acting reasonably) by the Company as initially intended by the Company; and
- (b) according to the Company's policies and style guidelines made reasonably available to the Contributor on or before the date of this Agreement and in accordance with any reasonable directions or reasonably amended policies and style guidelines of the Company communicated to the Contributor in writing;

The Works must be delivered to the Company:

- (c) by the Delivery Date specified in a purchase order; and
- (d) where the Works include images, must be delivered together with all negatives, transparencies, digital files and prints of images taken pursuant to the commission save that the Contributor shall be entitled to retain their own duplicate transparencies, negatives and digital files

2.2 The Contributor warrants that:

- (a) the Contributor has the right to enter into and to grant the rights set out in this Agreement;
- (b) the use of the rights by the Company in accordance with this Agreement will not infringe the intellectual property or other rights of any third party (including any person's moral rights);
- (c) the Works and the Previous Works are and will be the original works created by the Contributor;
- (d) the Contributor owns the copyright in the Previous Works and subject to the rights of the Company under this licence and the rights pursuant to the Copyright Act 1968 (Cth) of the Company as exclusive licensee of the Works, the Contributor owns the copyright in the Works and the Works have not been published anywhere in the World and are not in the public domain;
- (e) the Contributor:
 - (i) will not knowingly include in the Works and has not knowingly included in the Previous Works any statements purporting to be facts, which are untrue, defamatory, libellous and/or obscene;
 - (ii) will take all possible steps to establish the factual nature of the Works and did so in relation to the Previous Works;
 - (iii) will ensure that any opinions expressed by the Contributor will be honestly held; and
 - (iv) will not engage in any conduct which will bring the business of the Company into disrepute, subject the Company to contempt or ridicule or impose any moral blameworthiness on the part of the Company for any of the Contributor's actions; and
- (f) the Works will be and the Previous Works were created honestly and fairly and that any potential or actual conflict of interest will be or has been disclosed to the Company before the Delivery Date.

It shall not constitute a breach of any of the warranties set out above if what would otherwise have constituted the breach is directly caused by either the reliance by Contributor on materials provided by the Company or the compliance with

directions of the Company to include certain intellectual property into the Works.

2.3 The Contributor indemnifies the Company its directors, employees and agents (and undertakes that it will indemnify the Company's sub licensees their directors, employees and agents) for all suits, claims, demands, loss or damage including all legal costs and expenses against or suffered by the Company its directors, employees and agents and its sub licensees and their directors, employees, and agents for breach or any reasonable claim that there has been a breach of the obligations and warranties in clauses 2.1, 2.2 and 5.3.

3. CONTRIBUTOR'S GRANT OF LICENCE

3.1 The Contributor retains the worldwide copyright in the Works and the Previous Works.

3.2 The Contributor appoints the Company as sole and exclusive licensee (within the meaning of the Copyright Act 1968) of the Works to do those things and on the terms set out in this clause 3.2. Subject to clause 3.3, the Contributor grants to the Company for the full term of the copyright in the Works an exclusive, worldwide, perpetual, royalty free licence:

(a) to copy, reproduce, store, share, exhibit, perform in public, edit, adapt (including into a digital form), communicate, transmit, broadcast, rent and publish the Works:

(i) in print; and/or

(ii) in any electronic form including but not limited to any broadcast medium and any website or other format, including on the internet or other electronic means and including in a form that can be downloaded and copied for the personal use of internet users to any medium whatsoever (including, without limitation, personal computers, hand-held devices such as MP3 players and iPods and mobile phones); and

(iii) in any other form including those not yet developed;

(b) to store the Works (including the published version of the Works) in electronic databases; and

(c) to use and promote the Works and any products or publications in which the Works are included including but not limited to in advertising and advertorials; and

(d) to sublicense the Works to any third party for any use including but not limited to those set out at clause 3.2(a), (b), and (c).

3.3 Subject only to clause 3.4, the Contributor will not itself, nor will it allow any other person to exercise any of the rights set out in clause 3.2 in relation to the Works anywhere in the world.

3.4 The Contributor may exercise the following rights non-exclusively in relation to works which have been published or otherwise communicated to the public by the Publisher (**'Published Works'**):

(a) the right, exercisable after first publication by the Publisher of the Works, to grant a person, other than the Publisher or its related bodies corporate (as defined in the Corporations Act 2001), the right to photocopy the Published Works from Hard Copy; and

(b) the right, exercisable no earlier than 12 months after first publication by the Publisher of the Published Works, to publish the Published Works or any part of them in Hard Copy form.

3.5 The Contributor grants to the Company for the full term of the copyright in the Previous Works a non-exclusive, worldwide, perpetual, royalty free licence to do those things as are set out in paragraphs (a) to (d) inclusive of clause 3.2 with and in relation to the Previous Works. The Contributor agrees that it has received full and valuable consideration in relation to this licence.

3.6 If the Company sublicenses the Works or the Previous Works (either alone or as part of a broader content sublicense) as permitted under clause 3.2(d):

(a) to a third party,

(b) for use other than any Relevant Use, and

(c) for a fee (other than an intercompany charge between related bodies corporate),

then the Company will pay the Contributor:

- (i) if the sublicense permits only editorial uses of the Works or the Previous Works, then \$50 for each recipe or 30cents per word for features (as relevant), regardless of the number of or particulars (such as placement) of uses of the Work or the Previous Works; and
- (ii) if (i) is not applicable, then 40% of any such fee (excluding GST) referred to in (c) of this clause 3.6.

In any case, the relevant payment must be made by the Company to the Contributor within 28 days of receipt by the Company of payment from the third party and will provide the Contributor with a recipient created tax invoice in relation to the GST component of the payment. The Company will not pay any amount to the Contributor (other than the Fees) for any other exercise of the Rights under the Agreement.

For the avoidance of doubt, the Contributor acknowledges and agrees that all decisions regarding the Company's exercise of the Rights will be made by the Company in its absolute discretion.

3.7 After the expiry of 2 years from the first publication of a Work, regardless of whether this Agreement has been terminated or not, the exclusive license will revert to a non-exclusive license and the Company shall retain a perpetual, non-exclusive, worldwide, royalty free licence to exercise the Rights in those specific Works including after termination of this Agreement subject only to the continuing obligation to make payment to the Contributor in accordance with clause 3.6.

3.8 Despite anything else in this Agreement, the Contributor retains the necessary right in the copyright in the Works and the Additional Works to be entitled to claim and collect all or any royalties from the Copyright Agency Limited (CAL) which are collected and distributed by CAL to its members and to claim and collect all or any royalties from any like statutory scheme anywhere else in the world provided such royalties, anywhere in the world, do not relate to any use which is validly licensed or sublicensed pursuant to this Agreement.

4. COMPANY'S OBLIGATIONS

4.1 The Company agrees to indemnify the Contributor in respect of any claim made against the Contributor for defamation arising out of the publication of the Works or the Previous Works by the Company or the subsequent licensing of the Works or the Previous Works subject to the Contributor having complied with:

- (a) the warranties in clause 2; and
- (b) relevant prevailing law.

4.2 The Company will, in respect of the Works,:

- (a) pay the Fees to the Contributor within 28 days of receiving a tax-compliant invoice from the Contributor (including GST) which may only be rendered after the Works have been delivered to and accepted by the Company; and
- (b) reimburse the Contributor for reasonable Expenses provided that the Contributor had the prior written approval of the Company to incur them and that they are justified by way of receipts and other documents to the satisfaction of the Company.

4.3 The Company and all licensees recognise the Moral Rights of the Contributor. The Contributor

agrees that the Company and all licensees at their sole discretion:

- (a) are not obliged to publish the Works or the Previous Works;
- (b) may edit and display the Works and the Previous Works as they see fit in accordance with the usual editing practices including but not limited to grammatical correction, legal compliance, company style and space requirements. Details as to form, design and manner of publication and advertising the Works and the Previous Works shall be at the Company's and all sub-licensees' discretion; and
- (c) shall take all reasonable steps to ensure that it publishes the name of the Contributor with the Works and the Previous Works.

4.4 The Company is not obliged to accept the Works if there has been a breach of clause 2.1(a) and 2.1(b) of this agreement.

4.5 Despite anything else, the Company may withhold any amounts from monies which it pays or is payable by it to the Contributor in relation to withholding tax or otherwise as required by relevant laws or regulations.

4.6 Company warrants that it will not knowingly require Contributor to produce the Works and/or Services and/or Additional Services in a way which breaches the law or the rights of any third person. Company indemnifies Contributor in relation to any costs or losses suffered to the extent those costs or losses arose as a direct result of a breach of this warranty.

5. PRIVACY

5.1 The Company abides by the News Limited Group Privacy Policy, a copy of which has been provided to the Contributor.

5.2 The Contributor acknowledges and agrees that the Company collects, stores and uses information about the Contributor for purposes relating to any agreements between the Contributor and the Company, including the provision of payment or filing tax returns. The Company may share this information about the Contributor with other related companies, which have, or may be considering a relationship with the Contributor. The Company may also share the information with those companies, which assist the Company in carrying out its obligations (such as companies which provide payment services to it).

- 5.3
- (a) The Contributor warrants to the Company that it will comply with all legislation relating to the privacy of personal and other information.
 - (b) The Contributor warrants that, unless otherwise agreed by the Company, it will comply with the News Limited Group Privacy Policy, as if the Contributor were a member of the Company.
 - (c) If the Contributor is required by virtue of paragraphs (a) or (b) above, to make a disclosure to persons from whom it is collecting information, then the parties will agree to the form and words of that disclosure statement and in the absence of agreement, the form and words shall be determined by the Company, prior to the disclosure.
 - (d) The Contributor will treat the News Limited Group Privacy Policy as confidential information of the Company.

5.4 It is intended to keep this Agreement on a database. In making this Agreement the Company may collect personal information from the Contributor, such as name, address, some banking details, ABNs and tax file numbers where applicable. The information may be made available to related entities for the purposes of tax filing, contract reviews and negotiations and it may be provided to other agencies as required by law. Otherwise this information will not be made available to other parties without the Contributor's express consent.

5.5 For further information about the Company's privacy policy or for access to personal information retained about the Contributor, the Contributor should contact the Company's privacy officer.

6. TERMINATION

6.1 Either party may terminate this Agreement at any time on giving not less than the Termination Notice.

6.2 Despite clause 6.1:

- (a) either party may terminate this Agreement without notice if the other party breaches the Agreement and terms expressed therein and fails to remedy the breach within 7 days of being given written notice to do so;
- (b) the Company may terminate the Agreement immediately by notice to the Contributor if the Contributor engages in conduct which in the reasonable opinion of the Company could damage or impair the reputation of the Company or the Company becomes the subject of adverse publicity or public image.

- 6.3 Any Termination Notice given under this Agreement must be:
- (a) in writing addressed to the recipient at the address set out in this Agreement (or the recipient's last known address); and
 - (b) must be signed by a person duly authorised by the sender.

The Termination Notice will be taken to have been given when delivered, received or left at the above address. If delivery or receipt occurs on a day when business is not generally carried on in the place to which the notice is sent, or is later than 4pm (local time), it will be taken to have been duly given at the commencement of business on the next day when business is generally carried on in that place.

- 6.4 If there is any termination of this agreement, the licence granted under clause 3.2 will terminate except in relation to Works delivered prior to the date of termination and the Previous Works and in relation to those Works and Previous Works, the licence and all rights granted under or pursuant to clause 3.2 (and any related obligations to pay monies under clause 3.6) will continue for the term provided in that clause.

7. TERM OF THE AGREEMENT

- 7.1 This Agreement comes into force on the date the Cover letter is signed by the Contributor and will continue until terminated in accordance with this Agreement.

8. LIABILITY

- 8.1 The Company will not accept any liability for any expense, loss or injury incurred by the Contributor in the provision of the Services without prior written agreement. Insurance against such events shall be the responsibility of the Contributor unless otherwise agreed in writing.

9. ENTIRE AGREEMENT

- 9.1 Together with the Cover Letter and any purchase order, these terms and conditions constitute the entire agreement between the parties and supersedes all previous written, verbal or implied terms and conditions and representations in relation to the Contributor's engagement by the Company.

- 9.2 To the extent of any inconsistencies between the Cover Letter, the purchase order and the Commission Agreement, the purchase order will prevail.

10. CONFIDENTIALITY

- 10.1. Subject to Clause 10.2, each party will keep the terms of this Agreement confidential.
- 10.2. A party may only make a disclosure in relation to this Agreement if, in its absolute discretion, it thinks it necessary, to:
- (a) its professional advisers, bankers, financial advisers and financiers, if those persons undertake to keep the information disclosed confidential;
 - (b) comply with any applicable law, court order or requirement of any government agency; or
 - (c) any of its employees to whom it is necessary to disclose information, if that employee undertakes to keep the information confidential.
- 10.3 The Contributor must keep confidential the nature of the Works being created or provided under this agreement or any purchase order until the date of publications of the relevant Works by the Company or until 2 years after the relevant Delivery Date, whichever comes first.

11. SURVIVAL

Clauses 1, 2, 3, 5, 8, 9, 10, 11, 12 and 13 survive the termination or expiry of this Agreement and may be enforced at any time.

12. GENERAL

- 12.1 The Company may assign, novate or otherwise deal with this Agreement or its rights or obligations under this Agreement at any time in its absolute discretion PROVIDED THAT if it is assigned by way of purchase of the Works then it is deemed to be a sub license and the Contributor shall be remunerated in accordance with clause 3.6 whereby the amount of the Fee per Work shall be equal to the number of Works assigned divided by the consideration for assignment of the Works. Where the consideration for the assignment of the Works is disputed such dispute will be referred to an arbitrator appointed by the Australian Valuer's Association.
- 12.2 No variation to this Agreement is effective unless it is in writing and signed by both parties.
- 12.3 The law of New South Wales governs this Agreement. The parties submit to the jurisdiction of courts exercising jurisdiction there.
- 12.4 The relationship between the parties is one of principal and independent contractor and not that of employer and employee. The Contributor will use its own tools and equipment when performing the Services. The Contributor has no right to make

any claim against the Company for any superannuation, annual leave, public holiday, sick leave, long service leave claim under any Workers' Compensation legislation or on any other basis.

13. GST

13.1 Definitions

Terms used in this clause have the meanings given to them in the A New Tax System (Goods and Services Tax) Act 1999.

13.2 Consideration is Exclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

13.3 Recipient to Pay an Additional Amount

If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Agreement.

13.4 Reimbursement

If this Agreement requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense plus any GST payable by the other party.

13.5 Registered

The parties warrant to each other that they are registered for the purposes of GST and that they will promptly notify the other if they cease to be so registered.

14. DEFINITIONS

In this Agreement:

Additional Services means the services so described in the purchase order.

Company means News Magazines Pty Limited, a wholly owned subsidiary of News Limited

Cover Letter means the letter sent to a potential Contributor enclosing the Commission Agreement.

Delivery Date means the date so specified in a purchase order.

Expenses means reasonable out-of-pocket expenses as set out in the purchase order.

Fees means the agreed fees set out in the purchase order.

Hard Copy means a printed book which does not include a newspaper, magazine or similar periodical.

Moral Rights means the right of the author of a work to:

- (a) have attribution of authorship;
- (b) not to have authorship falsely attributed; and
- (c) integrity of authorship,

as defined in the Copyright Act 1968 (Cth) and as may apply pursuant to the laws in other jurisdictions.

Previous Works means all works created by the Contributor or any employee, agent or contractor of the Contributor pursuant to and in the course of fulfilling a commission from the Company (including all literary or artistic works, Cinematograph film and or Sound Recording or

other works described in the purchase order and any adaptation of those works and any other material created or generated in the course of producing the Previous Works and in any format or medium delivered) prior to the date of this Agreement, where the commission was to produce works for use in, on or in relation to any Relevant Issue of a publication.

Purchase order means the form which sets out the details of the Works commissioned by the Company from the Contributor. It forms part of this Agreement and is governed by it.

Relevant Issue means an issue of any publication of the Company (to be determined as at the date of this Agreement) where that issue had an on sale date on or after 1 January 2006.

Relevant Use means any use by a third party of the Works or the Previous Works in relation to use by that third party of a brand licensed to it by the Publisher or a related body corporate of the Company (for example, the use of the Works in a licensed overseas edition of a Company's publication).

Rights means those rights of the Company pursuant to clause 3.2 and 3.5 of this Agreement.

Services means the services described in the purchase order including any Additional Services.

Termination Notice means 30 days written notice of intention to terminate the Agreement.

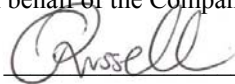
Signed on behalf of the Contributor:

Signature _____

Name _____

Date _____

Signed for and on behalf of the Company:

Signature  _____

Name Kate Russell

Position Editorial Rights & Syndication Manager

Date ___18 July 2011_____