

## FREELANCE CONTRIBUTOR AGREEMENT

This Freelance Contributor Agreement (the “Agreement”) is entered into on the Effective Date (as hereinafter defined) by and between the freelance contributor identified in the signature block below (“Contributor”) and TEN: The Enthusiast Network, LLC (“TEN”). All references to TEN in this Agreement, including the grant of rights, shall mean TEN: The Enthusiast Network, LLC and its parent companies, affiliates, and subsidiaries. The term “Effective Date” means the date on which the last signature is indorsed on this Agreement to make this Agreement legally binding against both parties.

1. Scope of this Agreement. This Agreement applies to any Content (as hereinafter defined) delivered by Contributor to TEN following the mutual execution of this Agreement that is intended for publication in any magazine (print or digital), website, book, or emerging media owned and/or operated by TEN and/or its affiliates, subsidiaries or collaborators. The term “Content” means collectively any article, column, story, text, written work product, editorial content and any photography, graphics, illustrations, digital assets, or digital images created by Contributor and delivered to TEN.

2. Creation of Content. TEN may engage Contributor from time to time to create and author Content for publication in TEN magazines and/or on TEN websites. For all Content to be created by Contributor, Contributor and TEN’s editorial point of contact shall agree via e-mail or otherwise on the following details with respect to the applicable Content: (a) the length of the Content (if editorial contribution); (b) the fee to be paid by TEN; (c) the topical focus and/or title of the Content; and (d) any applicable deadlines. Contributor understands and agrees that all Content and all agreements with TEN’s editorial point of contact shall be governed by this Agreement and in no event shall any e-mail communication, telephone communication, or invoice amend or otherwise modify the terms of this Agreement. To the extent that the Content reproduces the image or likeness of any person or the property of another person, Contributor represents and warrants that all necessary releases have been secured in writing and Contributor shall produce such releases to TEN promptly upon request.

3. Review of Content by TEN

(a) Editorial Content. Contributor grants to TEN the right, to be exercised in TEN’s sole discretion, to publish, produce, use, adapt, edit, re-title and/or modify the Content in any way without limitation and without additional compensation to Contributor. With respect to any Content to be published by TEN or under consideration for publication by TEN, Contributor agrees to fully cooperate with TEN editorial staff in connection with requested rewrites, revisions, and additional reporting if necessary. Contributor agrees to provide all fact-checking and research materials, as required, relating to the Content.

(b) Photographic Content. Contributor will use his/her best efforts to: (i) ensure that the Content conforms to TEN’s specifications; and (ii) submit all Content to TEN in publishable quality and on or before the applicable deadlines. TEN may reject the Content for any reason. If TEN does not approve the Content, Content will receive no compensation, including, without limitation, fees or expenses, for the Content. TEN may require Contributor to retouch, crop, and/or otherwise modify the selected Content, or TEN may undertake such activity itself and/or through a third party and require Contributor to assist and Contributor shall receive no additional compensation for undertaking said activity or providing such assistance. Contributor waives any right to inspect and/or approve any use by TEN of all Content.

(c) TEN may remove copyright management information embedded in any Content. TEN shall have the right to use the Contributor’s name, biography, and likeness in connection with the publication and promotion of TEN’s magazines and/or web sites in all media without restriction throughout the world and without limitation. TEN may, but is not required to, credit Contributor as the author of any Content. TEN shall have the right to use, publish, distribute or reproduce the written transcripts or audiotapes of interviews conducted by Contributor in connection with the preparation of the Content.

4. Publication and Payment. Contributor understands and agrees that TEN is under no obligation to publish any Content delivered by Contributor and no time limit shall apply to TEN’s right to publish

Content in accordance with this Agreement following delivery of Content and payment by TEN for such Content. Unless otherwise agreed in writing, TEN will pay Contributor consistent with TEN's standard freelance policy with respect to the timing of payment.

## 5. Ownership of Content

(a) Assignment of Copyright. In exchange for the consideration received by Contributor for the Content created under this Agreement, Contributor agrees to assign to TEN all rights, title and interest in the copyright to the Content. Contributor further agrees to cooperate and execute any other document necessary to secure TEN's ownership rights in the Content. In the event of any termination of the grant of the assignment of the copyright to the Content, in the manner provided by 17 U.S.C. § 203 of the Copyright Act of 1976, or any successor statute or similar statute of a foreign jurisdiction, Contributor shall grant to TEN an irrevocable, perpetual, nonexclusive, worldwide, transferable, and royalty-free right and license to: (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works of the Content; and (ii) authorize others to do any or all of the foregoing.

(b) TEN Ownership. Contributor understands and agrees that: (i) it shall own no interest whatsoever in the Content; (ii) TEN shall own all right, title, and interest, including all intellectual property rights, in and to the Content; and (iii) Contributor's sole compensation for the Content is set forth in this Agreement and Contributor shall be entitled to no other or further royalties, license fees, or other remuneration in connection with the Content.

6. Representations and Warranties; Indemnity. Contributor represents and warrants that: (a) Contributor owns the copyright in all Content delivered to TEN and there no other person or party has an interest in any Content; (b) Contributor is the sole author of each Content; (c) the Content have not been previously published in any manner or medium; (d) all Content is free from defamatory, obscene, offensive, injurious, unlawful and/or otherwise inappropriate materials; and (e) Contributor has taken no action or granted any rights in the Content that conflict with or undermine TEN's rights in and to the Content. Contributor will indemnify, defend, and hold harmless TEN and its parents, affiliates, and subsidiaries from and against all third party claims, actions, liabilities, damages, costs and expenses (including without limitation reasonable attorneys fees) of any kind arising out of: (i) Contributor's breach of any representation, warranty, and/or other provision of this Agreement; and/or (ii) Contributor's negligence and/or willful misconduct.

7. Release of Liability. Where applicable, Contributor understands that his/her presence at certain events may involve inherent risks that could lead to bodily injury and potentially death. To the maximum extent permitted by applicable federal or state law, Contributor, and Contributor's successors, heirs and assigns, hereby release TEN from any and all claims, causes of action, disputes, liabilities, actions or other legal controversies, whether in law or in equity and regardless of the theory of liability, arising out of or related to Contributor's presence at the event, including without limitation all claims for personal injury, wrongful death, product liability and negligence. If Contributor is not comfortable with the release of claims effected by this Section, Contributor should not be present at the event.

8. Independent Contractor Status. The parties agree that Contributor is an independent contractor, and that neither Contributor, nor Contributor's employees or contract personnel are, or shall be deemed to be, employees of TEN. In its capacity as an independent contractor, Contributor represents and warrants the following: (a) Contributor has the right and does fully intend to perform services for third parties during the term of this Agreement; (b) Contributor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed; (c) Contributor has the right to perform the services required by this Agreement at such times as Contributor may determine; (d) Contributor will use his/her own equipment in the performance of the services required by this Agreement; (e) the services required by this Agreement shall be performed by Contributor and TEN shall not hire, supervise, or pay any assistants to help Contributor; (f) Contributor shall not receive any training from TEN in the professional skills necessary to perform the services required by this Agreement; (g) Contributor shall not be required by TEN to devote full time to the performance of the services required by this Agreement; (h) TEN will not withhold FICA (Social Security and Medicare

taxes) from Contributor's payments or make FICA payments on Contributor's behalf; (i) TEN will not make state or federal unemployment compensation contributions on Contributor's behalf, or withhold state or federal income tax from Contributor's payments; (j) neither Contributor nor Contributor's employees or contract personnel are eligible for any employee pension, health, vacation pay, sick pay, overtime, or other fringe benefits from TEN. The parties acknowledge and agree that TEN is entering into this Agreement in reliance on the representations made by the Contributor relative to its independent contractor status. Contributor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, federal, state and local income taxes, FICA taxes and, if Contributor is not a corporation, self-employment (Social Security) taxes.

9. Term and Termination. The term of this Agreement shall commence on the Effective Date and this Agreement shall remain in full force and effect until terminated by either party. Either party may terminate this Agreement for convenience by giving thirty (30) days prior written notice to the other party. Upon termination by either party, all of the rights granted by Contributor to TEN hereunder shall survive the termination of this Agreement with respect to all Content delivered to TEN prior to the effective date of termination.

10. Miscellaneous. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the State of California, excluding any choice of law or conflicts of laws principles or provisions thereof. Any claim or litigation arising out of or relating to this Agreement may be maintained only in courts physically located in Los Angeles County, California, and Contributor and TEN hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. TEN may assign this Agreement and the rights granted hereunder to a successor by name change, merger, reorganization, or acquisition. This Agreement constitutes the entire agreement between the Parties with respect to the Content, and supersedes any prior agreements. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. The Parties agree that copies of this Agreement (including copies of any signatures) that are reproduced or transmitted via portable document format (PDF) or electronically receipted fax transmissions will be equivalent to original documents. This Agreement may not be modified without the prior written consent of each party.

**IN WITNESS WHEREOF**, the parties have caused this Freelance Contributor Agreement to be duly executed as of the dates written below.

**TEN: THE ENTHUSIAST NETWORK, LLC**

**CONTRIBUTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## LOCATION RELEASE AGREEMENT

This Location Release Agreement (“Agreement”) is entered into on the date of the last signature appearing on this Agreement by and between TEN: The Enthusiast Network, LLC (with its affiliates collectively referred to as “Company”) and the party/person identified in the signature block below (“Owner”). This Agreement pertains to Company’s use of the property (interior and exterior) on located at \_\_\_\_\_ (“Property”) for the purposes outlined in this Agreement.

1. Grant of Permission to Use the Property. Owner hereby authorizes Company (including any independent contractors working on the project for Company) to enter the Property for the purpose of filming, photographing, and/or videotaping an event, competition, exhibition, vehicle, or other newsworthy occurrence relevant to Company’s business (the “Project”). In connection with the Project, Owner understands and agrees that Company may film, photograph, and/or videotape the Property, including, without limitation, any trademarks, service marks, logos, or trade names of Owner that are depicted on or within the Property.

2. Owner understands and agrees that, in the course of performing services in connection with the Project, Company may create or author content while on the Property, including, without limitation, photographs, videos, videotape, footage, film and film clips, and/or other digital works (collectively the “Content”). Company shall unconditionally own all rights of every kind, including, without limitation, all intellectual property rights, in and to any Content created by Company while on the Property. Owner acknowledges that it has no ownership or other beneficial interest in and to the Content. Owner further acknowledges that: (i) it has no right to approve the Content either at the time of creation or at any point thereafter; and (ii) it is entitled to no compensation or fees for Company’s use of the Property and/or Company’s exploitation of the Content.

3. Owner/Manager represents and warrants that: (i) it is the owner and/or authorized representative of the Property; and (ii) it has the authority to grant the permission and rights herein granted, and that no one else’s permission is required.

4. This Agreement shall be interpreted in accordance with the laws of the State of California, without reference to or application of principles of choice of law. No modification, alteration, waiver or change in any of the terms of this Agreement shall be valid or binding unless signed by both Parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together will constitute one instrument.

TEN: THE ENTHUSIAST NETWORK, LLC

OWNER

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SOURCE INTERLINK MAGAZINES, LLC**  
**PUBLICITY/LIKENESS RELEASE**

\_\_\_\_\_ (“Licensor”) enters into this Publicity/Likeness Release Agreement (the “Agreement”) on the Effective Date (as defined below), and grants TEN: The Enthusiast Network, LLC and its parent companies, affiliates, successors, and assigns (collectively “TEN”) the rights set forth below. “Effective Date” means the date on which the last signature is indorsed on this Release to make it legally binding against both parties.

1. License Grant. Licensor hereby grants TEN a perpetual, royalty-free, transferable and sub-licensable, and world-wide license to use and reproduce Licensor’s name and likeness: (a) in a TEN publication (including on the cover) or any special issue or special interest publication affiliated with or branded under any TEN magazine; (b) in any book affiliated with or branded under any TEN magazine; (c) in or on any Internet website, mobile website, mobile application, social media website, tablet magazine version, e-book magazine version, or any other digital format version affiliated with or branded under any TEN magazine; (d) in any video recording produced by TEN; and/or (e) in connection with the commercial licensing and merchandising efforts of TEN.

2. Miscellaneous. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the state of California, excluding any conflicts of laws principles. Any claim or litigation arising out of this Agreement shall be brought exclusively in the state or federal courts in or for Los Angeles County, California. In the event of any litigation arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to recover its costs and expenses, including attorneys’ fees, incurred in such litigation. This Agreement shall not be modified without the prior written consent of each party hereto.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ARTIST SUBJECT RELEASE**

\_\_\_\_\_ (“Licensor”) enters into this Artist Subject Release (the “Release”) on the Effective Date (as defined below), and grants TEN: The Enthusiast Network, LLC and its parent companies, affiliates, successors, and assigns (collectively “TEN”) the rights set forth below. “Effective Date” means the date on which the last signature is indorsed on this Release to make it legally binding against both parties.

1. Grant of License Rights. Licensor hereby grants TEN a perpetual, royalty-free, transferable and sub-licensable, and world-wide license to use and reproduce all images that depict Licensor’s artistic or customized work: (a) in a TEN publication (including on the cover) or any special issue or special interest publication affiliated with or branded under any TEN magazine; (b) in any book affiliated with or branded under any TEN magazine; (c) in or on any Internet website, mobile website, mobile application, social media website, tablet magazine version, e-book magazine version, or any other digital format version affiliated with or branded under any TEN magazine; and/or (d) in connection with the commercial licensing and merchandising efforts of TEN.

2. Miscellaneous. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the state of California, excluding any conflicts of laws principles. Any claim or litigation arising out of this Agreement shall be brought exclusively in the state or federal courts in or for Los Angeles County, California. In the event of any litigation arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to recover its costs and expenses, including attorneys’ fees, incurred in such litigation. This Agreement shall not be modified without the prior written consent of each party hereto.

LICENSOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RELEASE**

This Release (the "Release" or this "Agreement") is entered into on the date indicated below by the person identified in the signature block below ("Participant"). Participant will be attending and/or participating in a video production, photography shoot, or performance and evaluation of a vehicle conducted or produced by TEN: The Enthusiast Network, LLC (the "Event").

**RECITALS**

WHEREAS, as a condition of being present at the Event, Participant has agreed to enter into this Release.

NOW, THEREFORE, in exchange for the mutual promises made herein, and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Definitions

(a) "Event Parties" means collectively the following entities and their respective parent companies, subsidiaries, affiliates, and each of their respective officers, directors, shareholders, members, managers, employees, agents, and assigns: (i) TEN: The Enthusiast Network, LLC ("TEN"); (ii) any sponsors of the Event; (iii) the agencies representing any sponsors or clients of the Event; (iv) all vendors and subcontractors engaged by TEN in connection with the Event; and (v) the owner of the property used for the Event.

(b) "Footage" means collectively all video, video tape recordings, film, photographs, digital photographs, and all other digital assets that depict or record the Event and/or Participant's presence at the Event.

2. License Rights. In connection with Participant's presence at the Event, Participant hereby grants TEN the irrevocable, world-wide, perpetual, transferable and sub-licensable, and royalty free right and license to: (i) photograph, videotape, and otherwise record Participant's presence at the Event; and (ii) use, reproduce, distribute, and publicly display Participant's name, likeness, image, and voice as captured in the Footage in connection with the use, distribution, reproduction, and/or other commercial exploitation of the Footage by TEN or other Event Parties.

3. Assumption of the Risk/Release of Liability. Participant understands that his/her presence at the Event involves inherent risks that could lead to bodily injury and potentially death. Participant undertakes the foregoing risks knowingly and voluntarily. To the maximum extent permitted by applicable federal or state law, Participant, and Participant's successors, heirs, and assigns, hereby release the Event Parties from any and all claims, causes of action, actions, disputes, liabilities, or other legal controversies, whether in law or in equity and regardless of the theory of liability, arising out of or related to Participant's presence at the Event, including without limitation all claims for personal injury, wrongful death, product liability, and negligence. If Participant is not comfortable with the release of claims effected by this Section 3, Participant should not be present at the Event.

4. Miscellaneous Provisions. This Agreement cannot be amended, modified or changed in any way whatsoever. This Agreement shall be governed by and interpreted in accordance with the laws of the state of California without regard to the principles of conflicts of law and all actions arising hereunder shall be brought exclusively in the state or federal courts in or for Los Angeles County, CA. In the event of any action, suit or proceeding arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to recover its attorneys' fees incurred in connection with such litigation. In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

PARTICIPANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_