

**SCHEDULE A
ASSIGNMENT SCHEDULE
TO ARTISTS' AGREEMENT
(THE FORBES PHOTOGRAPHY COLLECTION)
DATED April 10, 2013
BETWEEN FORBES MEDIA LLC AND**

This Assignment Schedule dated as of April 10, 2013 is incorporated into and made a part of the Artists' Agreement and is subject to all terms and conditions of the Artists' Agreement. All capitalized terms have the meanings set forth in the Artists' Agreement.

The following sets forth the fees and requirements with respect to the Artwork created by Artist for FORBES pursuant to the Artists' Agreement.

A. Job Description

Subject/Subject

Shoot Date(s): April 2014

Required Delivery Date, time being of the essence

Publication and Issue Date

Story Title:

Other Requirements of Assignment, including Anticipated Number of Images

Assignment May Be Completed, Contract Retraction

At the end of each shoot day Artist will provide FORBES with the RAW files.

B. Fee: FORBES agrees to pay Artist the following: (Previously Agreed with Editor) U.S. Dollars in full consideration for Artist's grant of FORBES of the rights set forth in the Agreement, except as otherwise set forth therein. Any grant of rights is conditional upon receipt of full payment. Payments shall be made within 45 days of billing date, after receipt of Artwork and acceptance by FORBES. FORBES also agrees to pay Artist 25% of the royalties it receives from distribution of the Artwork through FORBES' photo licensing representative and 25% of royalties it receives from direct sales to subject or subject's company for public relations or personal use.

C. Expenses: Travel and production expenses must be reasonable, supported by documentation and pre-approved by the photo editor. Production expenses include, but are not limited to, charges for props, equipment beyond what the editor may reasonably expect a photographer to carry, rental equipment, assistants, digital technicians, lighting, lighting grips, grip trucks, location vehicles, lifts, effects machines or other apparatus. Any post-production expenses must also be approved in advance by FORBES. Modest digital processing and color correction is expected on selected images and is considered included in the agreed-upon fee. If, however, the editor requires more extensive post-production to be undertaken, rates will be negotiated in good faith at the time.

Social Security or Federal ID numbers must be included on all invoices (where applicable).

This Schedule A shall become binding upon confirmation of receipt by Artist to FORBES.

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FORBES
FORBES ASIA
FORBES LIFE
FORBES EUROPE

ARTISTS' AGREEMENT

THE FORBES PHOTOGRAPHY COLLECTION

The following sets forth Forbes Media LLC's ("FORBES") agreement ("Agreement") with you regarding all Artwork (as hereinafter defined) you ("Artist," "Agency") ("You") will be providing for publication in FORBES Magazine or its affiliated publications, including its domestic and affiliated English language international editions and their supplements and forbes.com ("FORBES Magazines").

The Artwork shall consist of:

- (i) All images created on assignment (whether photographs or graphics ("Images")) set forth on the relevant assignment schedule covering such assignment (each of which individually and all of which collectively will be identified as Schedule A) the terms of each of which, once agreed upon, are incorporated herein by this reference.

1. You shall retain full copyright in the Artwork, including any and all derivative rights granted under copyright, except those granted for the full cover under copyright law.

2. At the time of each assignment, we will mutually agree upon a fee and all approved and documented expenses to be paid by FORBES ("FORBES") on completion of the assignment. These details will be set forth on an assignment schedule and made a part of this agreement as Schedule A. In consideration of the payment to you of the agreed-upon fee set forth on Schedule A, you hereby grant FORBES Magazines the following rights (the "Rights") in each Artwork:

- (i) You agree that neither the image(s) published, nor any other images resulting from the assignment, will be authorized for publication in any medium for editorial, public relations or internal corporate use unless permission is granted by FORBES.

- (ii) (a) Print rights to publish in FORBES Magazines as well as print publication rights for English language international editions of FORBES Magazine (i.e. FORBES ASIA and FORBES EUROPE Magazines) and its supplements or vice versa if first publication is in FORBES ASIA or FORBES EUROPE;

- (b) The right to include Artwork on FORBES website (www.forbes.com) or other electronic platforms, including but not limited to Kindle readers, Blackberry, Palm Pilot, iPads, Nook readers and to include the Artwork in connection with electronic syndication. Online reproduction may be archived for the life of the publication.

- (c) Electronic rights to publish as editorial content only on Forbes' website, forbes.com, for photos assigned for articles which did not run in FORBES Magazines, but are published on the website. Online reproduction may be archived for the life of the publication.

- (iii) The right to publish and use the Artwork(s) in any medium in the same layout as the image originally appeared, for advertisements and promotions for FORBES Magazines and its affiliated products or services. A separate, negotiable credit line will be provided for the Artist in all such advertisements and promotions where the Artwork is prominent;

- (iv) The exclusive right to syndicate or authorize others to syndicate the Artwork(s) for editorial, public relations or internal corporate use in perpetuity. FORBES agrees to pay you an agreed-upon

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percentage of royalties received from distribution of the Artwork through its photo licensing representative as set forth on Schedule A;

- (v) The right to reproduce the actual cover Artwork with FORBES' logo and any Artwork and dominant text which appear on the cover as originally published, in any medium for any purpose. A credit line will be provided for the Artist in all such uses in which the Artwork is prominent;

- (vi) The right to use the Artwork for editorial and promotional purposes if the subject of the Artwork is a FORBES employee, columnist or contributing editor.

- (vii) Reproduction rights for any third party licensed foreign language editions of FORBES Magazine in print and online.

- (viii) The right to reproduce Artwork in connection with reprints of the article in which the Artwork appeared.

- (ix) The right to reproduce Artwork in connection with electronic reprints (in the WWW or PDF files or other means) of the article in which the Artwork appeared.

- (x) The right to use the Artwork in promotional products such as plaques, posters, laptop paperweights and similar such items.

3. All reasonable and customary efforts will be made to provide you with a proper credit line. Artist may request a credit line in the form of a WWW address, in print as well as a link in connection with use on forbes.com, provided the domain is registered directly to the Artist. Failure to provide such a credit will be addressed through good faith negotiation by the parties.

4. You warrant the originality, authorship, authenticity and sole ownership of all rights in each Artwork and that the Artwork has not been previously published. You warrant that the Artwork will not infringe upon any copyright, right of privacy or other rights. Artist agrees to cooperate in the defense of any legal action which may be brought against FORBES arising from the publication of the Artwork. FORBES agrees to compensate Artist for any preapproved, reasonable and necessary expenses associated with such defense.

5. The Artwork may be used for Artist's portfolio and self-promotion literature in any manner. However, Artist may not use any Artwork for such purposes until after publication of the article for which the Artwork was created or unless Artist has been advised by FORBES that the Artwork will not be published.

6. You will advise FORBES of any rescissions requested or imposed by persons appearing in the Artwork.

7. Cancellation of a confirmed booking by Forbes prior to completion of the assignment will result in a payment of any reasonably incurred pre-approved expenses and a fee to be negotiated in good faith by the parties.

8. You consent to any copying, alteration or other modification to reproductions of the Artwork than FORBES, in its editorial discretion may deem appropriate as well as the right to determine the placement, manner and context in which the Artwork may be used. FORBES will indemnify and hold harmless the Artist for any legal action that results from such modifications and alterations. No derivative rights of any kind are granted to FORBES Magazine except those granted for the full cover under copyright law.

9. This Agreement will remain in effect until terminated by either party upon at least thirty (30) days' prior written notice to the other. The grant of rights and your representations and warranties shall continue after termination of this Agreement with respect to all of the Artwork covered by this Agreement.

10. If applicable, you agree that FORBES shall be liable to you for physical loss or damage to the Artwork only if the loss or damage was caused by the gross negligence of FORBES and its employees.

11. Neither this agreement nor any part thereof may be assigned by You without the prior written consent of FORBES, except as specifically provided herein.

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12. Notwithstanding anything contained herein to the contrary, FORBES and You are and shall remain as between each other independent contractors. It is understood and agreed that no employee or agent of either FORBES or You will be considered an employee or agent of the other for any purpose whatsoever nor shall either party or its employees be entitled to any employee benefits of the other. You shall not identify yourself as an agent or employee of Forbes.

13. This agreement shall be governed by and construed under the laws of the State of New York. Any dispute arising out of or in connection with this agreement shall be negotiated by legal means as agreed to by the parties.

14. Artist acknowledges that prior to publication of FORBES Magazines' content, confidential and proprietary information is prepared in connection with such content, including, but not limited to, the identity of the subject of the Artwork, the subject matter of the content, story projects, and source information ("Confidential Information"). Except as reasonably necessary to Artist's performance hereunder, Artist shall keep confidential and not disclose any Confidential Information prior to such information's becoming available to the public. Artist shall also keep confidential and not disclose the terms of this Agreement.

This contains our entire and complete understanding. Any amendments must be in writing and signed by both parties. No purchase order, memo, invoice or other writing shall effect or vary the terms of this Agreement unless agreed to in writing and signed by both You and FORBES.

If the foregoing sets forth the agreement between us, please sign below and return one copy to FORBES.

FORBES MEDIA LLC

By: _____

Artist's Signature _____ Print Name _____ Name: _____

Title: _____

Date: _____ Date: _____

Tax ID No.: _____

Phone No.: _____

E-Mail Address: _____ (required)

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