

Guest Contributor Agreement

This Guest Contributor Agreement ("Agreement") is made by and between Killer Aces Media ("Company") and [REDACTED] residing at this address [REDACTED] ("Contributor"), for the creation of content by Contributor for Company's website ("Website").

1. CONTRIBUTOR'S RIGHTS AND RESPONSIBILITIES

1.1 Contributor agrees to create and submit articles or series of articles ("Content") for publication on Website. The Content shall be created and submitted in accordance with the guidelines set by the Company.

1.2 Contributor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent Contributor. Contributor agrees that he is not and will not become an employee, partner, agent, principal, or officer of the Company while this Agreement is in effect. Contributor agrees that he is not entitled to the rights or benefits afforded to Company's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contributor is responsible for providing, at Contributor's own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself. Contributor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Company to Contributor for services under this Agreement.

2. COMPENSATION

Contributor will receive \$10 for each article accepted by Company and actually published on the Website. This is the only compensation Contributor is entitled to receive under this Agreement. Contributor understands that not all submissions will be accepted and published by the Company.

3. CONTRIBUTOR'S REPRESENTATIONS AND WARRANTIES

3.1 Contributor represents and warrants to Company that:

- (a) All Content Contributor provides are original and created by Contributor, and do not contain any libelous, defamatory, or unlawful matter;
- (b) All Content Contributor provides are the sole property of Contributor and do not violate the copyright, patent, trademark, right of privacy or publicity, or any other legal rights of any person or entity;
- (c) Contributor has the right to enter into and fully perform all terms of this Agreement;
- (d) Contributor has reviewed and understood this Agreement and any documents, policies or other materials referred to or incorporated herein. Contributor represents that he has been given a copy of the Company's policies regarding guest contributions. Contributor represents that he has fully read and reviewed, and agrees to fully abide by said policies and any and all revisions made to it, as it may be reasonably modified by Company from time to time;
- (e) Contributor has been advised by Company to consult with Contributor's own legal counsel regarding this Agreement and has either done so or chosen not to do so in said Contributor's own discretion.

3.2 Contributor agrees to indemnify and hold Company harmless for and against any and all claims and damages, including, but not limited to reasonable attorney's fees, resulting from a breach or claimed breach by Contributor or any of Contributor's representations, warranties, obligations, or responsibilities contained in this Agreement.

4. COMPANY'S EXCLUSIVE OWNERSHIP OF CONTENT

4.1 Contributor hereby understands and agrees that Contributor's Content under this Agreement for the compilation of Company's Website are **Works Made For Hire** under, but not limited to, the 1976 Copyright Act, as amended (17 U.S.C. §§ 101, 102 et seq.). Accordingly, Contributor understands and acknowledges that any and all ownership rights, titles and interests in said Works Made For Hire for which Contributor has developed are now and shall remain vested entirely in the name of Company and shall belong to Company.

4.2 If for any reason Content under this Agreement would not be considered Works Made For Hire under applicable law, or title to any said Content has not or may not by operation of law vest in Company, Contributor hereby irrevocably assign, convey and transfer to Company all rights, titles and interests in the Content, including all intellectual property rights, free from any restrictions and limitations. If for any reason the Content under this Agreement cannot be assigned, conveyed or transferred to Company, Contributor hereby grants Company an exclusive, perpetual, worldwide, irrevocable, sublicensable, transferable, paid-up, royalty-free license to use, reproduce and modify said Content for the full term of any intellectual property rights that may exist in such work. Contributor shall provide Company, at Company's expense, any reasonable assistance required to perfect or enforce the rights granted to the Company.

4.3 Contributor hereby waives any and all moral rights (droit moral) in and to the Content, to the fullest extent such waiver is permitted in the jurisdiction where Contributor resides.

4.4 Contributor hereby grants the Company the right to use Contributor's name and likeness on and in connection with the promotion and distribution of Content.

4.5 Company retains all rights, including copyrights, patents and associated rights, to any and all intellectual property on the Website, including, but not limited to, content related to Website, the name and URL of Website, any trademarks related to the Website, the graphical look and feel of the Website, software (including modifications, upgrades, or new versions), designs, icons, menus, text, graphics, photographs, illustrations, audio, video, and data.

5. TERM AND TERMINATION OF AGREEMENT

This Agreement shall commence on the date of signature by the parties. The term of this Agreement shall be one (1) year, and shall automatically renew thereafter. Each party may terminate this Agreement, with or without cause, by providing a thirty (30) day written notice to the other party. Except as otherwise provided herein, the following provisions shall survive the expiration or termination of this Agreement from any and all causes: 3, 4, and 7.

6. MODIFICATION

The offer contained in this Agreement is made only on the terms originally set forth in this Agreement. No modifications may be made to this Agreement by Contributor without the express written consent of Company.

7. GOVERNING LAW

This Agreement shall be construed under and is governed in all respects according to the laws of the State of California, with venue exclusively in Los Angeles County, California. In the event any disagreement, dispute or claim (collectively, a "Dispute") arises between the parties with respect to the enforcement or interpretation of this Agreement or any specific terms and provisions set forth in this Agreement or an alleged breach hereof, the prevailing party in such Dispute shall be entitled to an award of its costs, including, but not limited to its reasonable attorneys' fees, and any other relief granted by the Court.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior agreements or understandings among the parties with respect to its subject matter.

Signatures:

Killer Aces Media

Will Chen, Co-founder

Guest Contributor (Independent Contractor)