

BREAKING MEDIA, INC. AGREEMENT (AUGUST 2023)

This Agreement dated as of _____, 20____, by and between _____ (the “Author”) with an address at _____ and Breaking Media, Inc., a Delaware corporation (the “Company”), with a business address at PO Box 901, New York, NY 10272.

WHEREAS the Company desires to engage the Author to perform Services (as defined below) and the Author desires to perform the Services hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties hereby agree as follows:

1. Services. The Company hereby retains the Author, and the Author hereby agrees to provide content for MedCity News as may be mutually agreed upon by the Author and the Company (the “Services”).

2. Contractor. In furnishing the Services, the Author understands that the Author will not be an employee of the Company and will not by reason of this Agreement or by reason of the Author’s Services to the Company be entitled to participate in or to receive any benefit or right under any of the Company’s employee benefit or welfare plans. The Author shall not enter into any agreements or incur any obligations on behalf of the Company.

3. Ownership. The Author agrees that the Company and Author shall mutually own all right, title and interest throughout the world, including all copyright, in and to the products and results of the Services to be rendered by the Author hereunder.

4. Confidentiality. The parties may, from time to time, disclose to each other information relating to their respective businesses. All such information, except for information made generally available to the public by a party, shall constitute “Confidential Information.” The parties shall keep all Confidential Information confidential and shall not use such information nor disclose it to any third party except to the extent necessary for performance of this Agreement. The parties shall maintain the terms of this Agreement as confidential.

5. Representations. The Author represents and warrants that the Author has the full power and authority to make this Agreement, and that the Services do not infringe any copyright, violate any property rights, or contain any libelous or unlawful matter. The Author shall indemnify, defend, and hold the Company and/or its licensees harmless from and against all liabilities, claims, demands, suits, costs, damages, and expenses that may be made or sustained by the Company by reason of any infringement or violation by the Services of any copyright or property right or any libelous or unlawful matter contained or alleged to be contained in the Services.

6. Publicity. The Company may use the Author’s name, likeness, and byline in connection with the publication, advertising, and promotion of the Services.

7. Miscellaneous.

(a) Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and

supersede all other prior agreements and understanding, both written and oral, between the parties with respect to the subject matter thereof.

(b) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, and references to the Author and to the Company shall include their heirs, legal representatives, successors, and assigns.

(c) Amendments. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by the parties hereto.

(d) Artificial Intelligence. Author affirms that this article contains author's journalistic efforts and/or personal insights and perspectives and did not leverage the use of generative AI.

(e) No Waiver. The terms and conditions of this Agreement may be waived only by a written instrument signed by the party waiving compliance. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance.

(f) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of New York, without regard to its principles of conflicts of laws. Any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the state of New York.

(k) Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

(Author)

BREAKING MEDIA, INC.

By: _____
Name:
Title:

By: _____
Name:
Title: