

Nippon News Supplier Agreement – Editorial Images

This Agreement is effective as of _____ between NipponNews.net a division of Aflo Co. Ltd. herein after collectively referred to as “Nippon News”, a company with its principal place of business at 7F Builnet 1, 6-16-9 Ginza, Chuo-ku, Tokyo 104-0061, Japan and _____, a corporation/individual having its principal place of business at _____ (“Supplier”) regarding the licensing of Supplier Content worldwide.

1. Content

“Content” refers to any source of imagery either digital or film, still or moving, created by Supplier, and provided to Nippon News by Supplier. Supplier agrees to indemnify Nippon News against any claim that the Content provided to Nippon News infringes any copyright.

2. Captioning

Supplier must submit accurate captions (title, date, location) together with release information (when available) and any applicable usage restrictions for the Content. Supplier agrees to indemnify Nippon News against any claim that the Content is inaccurately captioned.

3. Scope of Agreement

Nippon News has the exclusive rights to market Content to clients worldwide.

Supplier agrees that Nippon News may also market Content via its third party distribution network for the purpose of making additional sales to end users. In this case Nippon News shall not allow any distributor to redistribute Content via any further channels.

4. Sales Promotion

Supplier will not require any usage fee when Nippon News uses Content for its own sales promotional purposes and items. Nippon News may also use Content for such promotional purposes and items without prior permission.

5. Commission

The division of income Nippon News receives on sales of Content shall be 50% to Nippon News and 50% to Supplier.

6. Payment & Reporting

Payment of sales of Content will be made to Supplier on a quarterly basis on January 20th, April 20th, July 20th and October 20th. Where this date is a bank holiday, the payment will be made on the following business day. Monthly sales reports will be made available through the Aflo website and will include the Payment Date so that Supplier can match payments received. Supplier will pay for the relevant taxes and the bank remittance charges.

Supplier agrees that payments will be made upon receipt of money from clients. In case of uncollectable money due to a client’s bankruptcy, intentional nonpayment or any other unforeseeable events, Nippon News’ liability under this Agreement is exempt.

Supplier acknowledges that Nippon News may be required by law to deduct Withholding Taxes from payments to Supplier and to deposit with the appropriate government authority. Nippon News will make certification of Supplier’s tax payment upon advance request by Supplier.

Should the Supplier wish to apply for the benefits of any tax treaties between the territory of the Supplier and Japan, Supplier shall provide Nippon News with a current and valid Certificate of Tax Residency in advance of receiving the first payment.

7. Term of Agreement

This Agreement will be effective upon the signature of both parties and will be valid for 3 years. This contract will be renewed automatically for periods of 12 months if there is no objection from either party raised at least 3 months before the due renewal date.

8. Termination of Agreement

Cancellation of this Agreement must be made in writing at least 3 months before the due renewal of the contract. In case of cancellation of this Agreement, Nippon News will dispose of all Content from its network.

Where Nippon News has already licensed Content during the life of this Agreement then Nippon News may relicense the same Content for second and subsequent use by the same client for a period of 1 year after the end of the Agreement. In other cases Supplier agrees to a period of grace of 3 months for Nippon News' complete cessation of business with Supplier. In these circumstances Payment and Reporting will be made to the Supplier as normal.

9. Modifications to Agreement

No change whatsoever to the terms set out in this Agreement shall be effective unless expressed in writing and signed by duly authorized persons on behalf of both parties.

10. Governing Law

Nippon News and Supplier agree that the existence, effect, and definition of this Agreement follows Japanese law and any claims shall be resolved according to Japanese law.

This is to certify that Nippon News and Supplier agree to abide by this Agreement.

The original of this Agreement consists of two copies. Nippon News and Supplier will each keep one copy.

For and on behalf of:

For and on behalf of:

A: Nippon News

B: Supplier

Nippon News
Aflo Co. Ltd.
7F Builnet 1, 6-16-9 Ginza, Chuo-ku
Tokyo 104-0061 Japan

Mark Eite (Director)

Date:

Date:

Signature: _____

Signature: _____

Appendix I (to Nippon News Supplier Agreement – Editorial Images)

Supplier Bank Details

Important! If you are in France, Switzerland, Holland, UK, or USA, please send us a valid Certificate of Tax Residency made by your local taxation office.

Your Name (as on Bank Account):

Your Address (as registered with bank):

Your Bank Account Number:

Other required bank information (ABA, Swift, Sort Code, etc.). Please inform IBAN (International Bank Account Number) code if you are in Europe:

Bank Name:

Bank Branch Name:

Bank Address (very important, without this info, our Japanese bank cannot pay you):

Currency for Payment (AUD, CAD, CHF, EURO, GBP, USD etc.):