

Aflo/NipponNews Supplier Agreement – Editorial Images

This Agreement is effective as of _____ between Aflo Co. Ltd. (“Aflo”) 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 in [World Wide](#) (“Territory”).

1. Content

“Content” refers to any source of imagery either digital or film, still or moving, created by Supplier, and provided to Aflo by Supplier and any related materials that Supplier provides to Aflo for licensing within the Territory. Supplier agrees to indemnify Aflo against any claim that the Content provided to Aflo infringes any copyright.

2. Captioning

Supplier must submit accurate captions (title, date, location information) together with release information and any restrictions on usage of the Content. Supplier agrees to indemnify Aflo against any claim that the Content provided to Aflo is inaccurately captioned.

3. Scope of Agreement

Aflo has the [sole and exclusive](#) right to market past, current and new Supplier Content to clients within the Territory. Previous partners of Supplier within the Territory shall have no rights to market any Supplier material from the date of this Agreement.

Supplier will respond to Aflo’s reasonable requests for specific Content beyond that which is normally available via the Supplier website.

Supplier agrees that Aflo may also market Content via Aflo’s and NipponNews’ distributor networks for the purpose of making additional sales to end users via these distributors. In this case Aflo shall not allow any distributor to redistribute Content via any further channels.

4. Sales Promotion

Supplier will not require any usage fee when Aflo uses Supplier Images for Aflo’s own sales promotional purposes and items. Aflo may also use Supplier Content for such promotional purposes and items without prior permission.

5. Commission

The division of income Aflo receives on sales of Supplier Content shall be [50%](#) to Aflo and [50%](#) to Supplier.

6. Payment & Reporting

Payment of sales of Supplier Content will be made to Supplier on a quarterly basis on, January 20, April 20, July 20 and October 20. Where the date is a bank holiday, the payment will be made on the following business day. Sales reports will be made and sent to Supplier at the time of each payment. Supplier will pay for the relevant taxes and the bank remittance charges.

Supplier agrees that payment of Supplier’s sales will be based on the receipt of money from clients. In case of uncollectable money due to a client’s bankruptcy, intentional nonpayment or any other unforeseeable events, Aflo’s liability under this Agreement is exempt.

Supplier acknowledges that Aflo may be required by law to deduct Withholding Taxes from payments to Supplier and to deposit with the appropriate government authority. Aflo will make certification of Supplier’s tax payment upon request by Supplier. In the case that Supplier needs this Tax Payment Certification, Supplier will notify Aflo in writing in advance.

Should the Supplier wish to apply for the benefits of any tax treaties between the territory of the Supplier and Japan, Supplier shall provide Aflo 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. Every 2 years, this contract will be renewed automatically if there is no objection from either party.

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, Aflo will dispose of all Supplier image data files from its network.

Where Aflo has already licensed Supplier Content during the life of this Agreement then Aflo may relicense the same Supplier Content for second and subsequent use by the same client for a period of 5 years after the end of the Agreement. In other cases Supplier agrees to a period of grace of 3 months for Aflo's complete cessation of business with Supplier's material. 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

Aflo and Supplier agree that the existence, effect, definition of this contract follows Japanese law and any claims that are related to this contract shall be resolved according to Japanese law.

This is to certify that Aflo and Supplier agree to observe the contents of this Agreement.

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

For and on behalf of:

For and on behalf of:

A: Aflo

B: Supplier

Aflo Co. Ltd.

7F Builnet 1, 6-16-9 Ginza, Chuo-ku

Tokyo 104-0061 Japan

Koji Aoki (President)

Date:

Date:

Signature: _____

Signature: _____

Appendix I (to Aflo 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.):