

WorldatWork Author Agreement

This Author Agreement ("Agreement") is entered into between WorldatWork, Inc., an Arizona non-profit corporation treated as a 501(c)(3) ("Company" and/or "WorldatWork"), having its principal place of business at 15990 North Greenway-Hayden Loop, Building D, Suite 160, Scottsdale, AZ 85260 and the following author/contributor ("Author"). Both WorldatWork and Author may hereinafter be referred to individually as a "Party" and collectively as "Parties."

Author Information

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Article Information

WorldatWork Publication: □ Workspan Daily □ Workspan Magazine ⊠ Journal of Total Rewards

Working Title of Article ("Work"): Targets in Tangles: LTIPs that Dangle

The purpose of this Agreement is to set forth the understanding and terms and conditions by which the Author will submit the Work to Company for submission into a WorldatWork publication as selected above. IN CONSIDERATION of the foregoing recitals, the terms and mutual covenants of this Agreement, and other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

- 1. Original Work. Author represents and warrants that the Work the Author provides to WorldatWork is original content developed solely by Author and has not been published prior to Author's submission to WorldatWork. In the event that any part of Author's Work is not original to Author or has been published before (e.g., an excerpt from another copyrighted work), Author warrants and covenants that Author has been granted in writing all rights and permissions to use such content from any author, coauthor or other party, which are necessary for Author to fulfill Author's obligations under this Agreement, including without limitation the representations and warranties herein.
- 2. Intellectual Property & Copyright. It is agreed that all right, title and interest in and to the Work, including any copyrights, works of authorship and any other intellectual property rights incorporated



therein, shall be and shall remain the sole and exclusive property of WorldatWork. Author will not challenge the validity of Company's rights in the Work. The Parties agree the Work is a "work made for hire" within the definition of 17 U.S.C. §§101 and 201(b), and as such, WorldatWork is deemed to be the author and copyright owner of the Work and owns all rights in and to the Work. Author releases any and all rights s/he may have in the Work, now or in the future, including any copyright or other intellectual property rights. Author agrees that if the Work is determined not to be considered a work made for hire under 17 U.S.C. §101 §§102, §103 and §201(b), Author hereby assigns all rights, including the copyright, that s/he may have in the Work and shall without further consideration, but at the expense of Company, execute any additional documentation that may be necessary to effect this transfer. WorldatWork has the right to publish, use, sell, distribute and otherwise use the Work and may create, produce, market and sell derivative works, audio and video recordings, and transcriptions of all or portions of the Work. Company retains all rights, title and interest in and to any and all documents, and other materials provided to Author in the course of performing this Agreement.

- 3. Author's Retained Rights. Upon publication of the Work by WorldatWork, the Author may request permission in writing from WorldatWork to reprint and distribute such Work. Approval typically is not granted when Authors wish to reprint member-only content in a way that will make this content accessible to the public. When reprints are granted, they shall be subject to any requirements provided by WorldatWork for the reprint, including, without limitation, proper reference to WorldatWork as the original publisher. WorldatWork provides Author with a non-exclusive license to create derivate works from Author's content in the Work.
- 4. Indemnification. Author agrees to indemnify and hold harmless the Company and its managers, members, partners, affiliates and their respective directors, officers, employees and agents (collectively, "Indemnitees") from and against all damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses arising from any third-party claim (i) for personal injury or property damage to the extent caused by the negligent, reckless or intentionally wrongful act of Author or Author's agents; (ii) for any material breach by the Author or Author's agents of any of the covenants contained in this Agreement; and (iii) for any violation of law. In addition, Author represents and warrants that the Work does not infringe on the rights of any third parties, and agrees to indemnify and hold harmless the Indemnitees from and against any third-party claims arising out of or in any way connected with Company's use or publication of the Work, including, without limitation, any such claims or causes of action for intellectual property infringement.
- **5. Company Marks.** All rights in Company's trademarks, name, logo, product names and any other identifying names or marks shall remain exclusively with Company. Author does not have any right to use the Company's marks except to reference Company as the original publisher of the Work pursuant to Section 3 of this Agreement.
- 6. Additional Author Responsibilities. Author has the following responsibilities with respect to the Work:
 - a. Ensuring that the Work delivered to WorldatWork is in accordance with the Editorial Guidelines and graphic display rules provided by WorldatWork.
 - b. Providing all "Additional Resources" required in the Work via hyperlinks (electronic format) throughout the Work.



c. Artificial Intelligence Created or Generated Content. In no event will Author create and deliver to WorldatWork any content in the Work that is artificial intelligence created or developed ("Al Developed"). For purposes of this Agreement, Al Developed shall be defined as, and include to mean, any content that is created or developed through the use of machine-made or aided artificial intelligence and programs (for example, ChatGPT). In addition, Author shall indemnify and hold harmless Company for any content in the Work created by Author that violates or breaches this Section 6, in accordance with Section 4 above.

7. General Terms

- A. **Binding Effect and Non-Assignment.** This Agreement is binding upon and shall inure to the benefit of the Parties and their officers, directors, employees, agents, successors, assigns, parents, subsidiaries and affiliates, except that Author shall not assign any rights or delegate any duties without WorldatWork's prior written consent.
- B. <u>Entire Agreement</u>. This Agreement contains the entire understanding between the Parties, and supersedes any prior understandings or written or oral agreements between the Parties with respect to the subject matter hereof. The Parties are not relying on any representations other than those contained herein.
- C. <u>Choice of Law / Forum</u>. This Agreement and all questions relating to its validity, interpretation and performance shall be governed by, and construed and enforced in accordance with, the laws of the state of Arizona without reference to choice of law conflicts. Any dispute arising from or related to this Agreement shall be brought in the state or federal courts in Arizona, and each of the Parties consents and waives any objection to the jurisdiction of, and venue in, such courts.
- D. <u>Amendment</u>. This Agreement cannot be modified or amended except by a signed writing by the Parties.
- E. **Survival**. The obligations set forth in Section 2, 3, 4, 5 and 6 shall survive any expiration or termination of this Agreement.
- F. <u>Counterparts; Signatures</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will be one and the same document. Electronic copies showing original signatures shall be deemed originals.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed below by its duly authorized representative.

WorldatWork DocuSigned by:

Signature: Jim Fickess

Name (print): Jim Fickess

Author

Signature:

Name (print): $\overset{\widetilde{\mathrm{M}}}{\mathrm{Dr}}$. Hermann Josef Stern

Title: Editor -- Journal of Total Rewardsate: 9/24/2025

Date: 9/24/2025