

FREELANCE WRITER AGREEMENT

This agreement (the "Agreement") is made as of this ____ day of _____, _____, by and between _____ ("Writer") and content26, LLC ("content26").

In consideration of the mutual covenants made herein, the parties agree as follows:

1. Parties. Writer is engaged in the business of writing on a freelance basis. content26 is engaged in the business of producing e-commerce and service-related content for third parties.

2. Writer's Acceptance or Rejection of Projects. content26 will propose content-writing projects to Writer, which Writer may choose to accept or reject at Writer's sole discretion. Writer shall notify content26 of Writer's acceptance or rejection of the proposed project within twenty-four (24) hours of Writer's receipt of the proposed project. Such notification shall be made by email to the individual at content26 who proposed the project to Writer.

3. Services to be Provided by Writer. Writer agrees to complete and submit, on his or her sole initiative, the projects that Writer chooses to accept from content26. Writer shall have the right to control and determine Writer's manner and method of performance under this Agreement. content26 shall have no right to control or determine Writer's manner or method of performance under this Agreement. Writer will submit completed projects in accordance with the schedule of copy deadlines being used by content26 or by such other deadline as content26 may communicate to Writer for a specific project. Writer shall deliver all completed projects to content26 by the applicable deadline via electronic mail, in the electronic format (i.e., Word, Plain Text, PDF, etc.) requested by content26.

4. Project Number and Frequency. Writer understands and agrees that the number and frequency of projects content26 will propose to Writer under this Agreement may vary and that content26 is not obligated under this Agreement to propose any specific number of projects to Writer, or to propose projects at any specific frequency.

5. Representations and Warranties of Writer. Writer represents and warrants to content26 that Writer is customarily engaged in the business of writing and regularly performs freelance writing for compensation for other clients. Writer retains the right to perform such services for other clients. Writer further represents and warrants that all services rendered under this Agreement will be original works of authorship of Writer and will not infringe upon or violate any intellectual property right of any third party.

6. Compensation. content26 shall pay Writer a flat rate on a per project basis. The flat rate will vary by project, but each project's flat rate shall be provided to Writer with the proposed project in order for Writer to determine, in his or her sole discretion, whether to accept or reject the proposed project as set forth in Paragraph 2, above. Under no circumstances will Writer be paid on an hourly, daily or other basis that is a function of time. Writer agrees to invoice content26 for the services rendered under this Agreement. Invoices submitted more than 90 days past the project completion shall be subject to review and non-payment. Writer, at Writer's own expense, shall provide all materials and equipment necessary for performing services under this Agreement and

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all expenses related to performing such services shall be born solely by Writer without reimbursement from content26. Writer, at Writer's expense, may employ such assistants as Writer deems appropriate to carry out this Agreement. Writer will be responsible for paying such assistants, as well as any expense attributable to such assistants, including income taxes, unemployment insurance, and Social Security taxes, and will maintain workers' compensation insurance for such employees.

7. Contract Period. This Agreement will begin on the date set forth below and shall continue for a term of one (1) year, unless earlier terminated by either party as provided herein. If either party violates a term of this Agreement, then the other party may terminate this Agreement, effective immediately upon delivery of written notice of termination to the party in violation. Notwithstanding the foregoing, either party may terminate this Agreement for any or no reason at any time, effective upon thirty (30) days written notice to the other party. Should content26 terminate this Agreement for any reason other than Writer's violation of this Agreement and prior to Writer's completion and delivery of a project Writer has accepted from content26, then content26 shall pay Writer the following liquidated damages as Writer's sole and exclusive remedy: the lesser of (1) 10% of the amount Writer was to be paid for the completed project or (2) \$1,000.00. Any amounts content26 has paid in advance to Writer shall be deducted from the total amount of these liquidated damages.

8. Independent Contractor; Taxes. The parties expressly understand and agree that Writer is providing services to content26 under this Agreement as an independent contractor. As such, Writer will not be an employee of content26 and shall not be entitled to any employee benefits content26 provides or may provide to its employees, including but not limited to health insurance, life insurance, sick leave, retirement plans, and/or paid time off such as vacation and holiday pay. content26 will make no tax withholdings or deductions from any of the payments due to Writer under this Agreement and Writer shall be solely responsible for the reporting, deposit, and payment of any and all federal, state, and local taxes, including but not limited to income taxes, FICA taxes, and unemployment taxes incidental to the performance of, or payment under this Agreement. content26 will furnish Writer annually with a copy of IRS form 1099 (statement for recipients of miscellaneous income), the original of which content26 sends to the IRS as required by law.

9. Assignment and Ownership of Intellectual Property. Writer expressly acknowledges that the parties have agreed that all copyrightable aspects of completed projects under this Agreement are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which the content26 is to be the "author" within the meaning of the Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by content26 on their creation, and Writer hereby expressly disclaims any interest in any of them. In the event (and to the extent) that a completed project or any part or element thereof is found as a matter of law not to be a "work made for hire" within the meaning of the Act, Writer hereby assigns to content26 the copyright and all the exclusive rights comprised in the copyright in the completed project and all revisions thereof, including, but not limited to, the exclusive rights to publish and distribute the completed project and to prepare, publish, and distribute derivative works based thereon and other versions or translations of the completed project in any language throughout the world, in all media of expression now known or as developed in the future, and to license or permit others to do so, during the term of copyright. Copyright in the completed project will be registered in content26's name or any

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other name it designates in any and all countries. Writer agrees that all projects, current, future, and prior, completed for content26 are considered “works made for hire” as outlined in this Agreement.

As copyright owner of the completed project, content26 may itself or permit others to publish, make mechanical, electronic, or software renditions and recordings, publish book club and microfilm editions, make translations and other versions, show by motion pictures, television, cable, or syndicate, quote and otherwise utilize the completed project and material based thereon, and may authorize the use of Writer’s name in connection therewith. Without limiting the generality of the foregoing, content26 shall have the sole and exclusive right to utilize all electronic rights (as hereinafter defined) in the completed project. “Electronic rights” means the right to use or adapt the completed project, or any portion thereof, as a basis for photographic, video, audio, digital, or any other form or method of copying, recording, or transmission, now known or hereafter devised including, without limitation, copying or recording by phonographic, photographic, magnetic, laser, electronic, or any other means and whether on phonographic records, film, microfilm, microfiche, slides, filmstrips, transparencies, CD-ROM, magnetic tape, cassettes, videodiscs, floppy disks, or any other human or machine-readable medium, and the broadcast or transmission thereof.

10. Confidentiality. Writer agrees not to disclose any confidential information or trade secrets of content26 to others. content26 considers all information Writer has or will receive regarding content26, its business, or its clients to be strictly confidential. Writer acknowledges he or she is executing a non-disclosure agreement along with this Agreement; said non-disclosure agreement is incorporated herein by reference.

11. Indemnification. Writer will indemnify content26 from all claims, losses, and damages which may arise from the breach of any of Writer’s representations or obligations under this Agreement.

12. Dispute Resolution, Binding Arbitration. In the event there is any dispute arising under this Agreement the parties hereto agree to submit such dispute to final and binding arbitration with the American Arbitration Association.

13. Venue and Choice of Law. The parties further agree that venue for any action brought under this Agreement or out of the relationship created hereby shall be in King County, Washington and the parties consent to voluntarily submit to the jurisdictions of the tribunals therein. This Agreement shall be interpreted according to the laws of Washington State.

14. Waiver. No waiver by content26 of any breach by Writer of any term, condition, or obligation set forth in this Agreement shall be deemed a waiver of the same or similar breach thereafter.

15. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be separable and divisible from the remaining provisions, which shall continue to be valid and enforceable as though the invalid and unenforceable provisions had not been included therein; such separation and divisibility may be done on a word by word basis within the paragraphs of this Agreement in order to sustain the intent of the Agreement.

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16. Entire Agreement. This Agreement, along with the non-disclosure agreement referenced in Paragraph 11, above, and incorporated herein by reference, constitutes the entire agreement between the parties with regard to the matters set forth herein, and supersedes all prior agreements, proposals, and representations, whether oral or written, express or implied, with regard thereto, and shall not be modified unless in writing signed by both parties.

THIS Agreement is entered into on this ____ day of _____, ____.

content26, LLC

By: _____

Mark White, President

Date: _____

Name: _____

By: _____

Date: _____

Address: _____

Phone: _____

Email: _____

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