

## *“CONTRIBUTOR WRITER” SUBMISSION AGREEMENT*

Styleblend LLC ("Company") is a New York Limited Liability Entity that owns and operates [*name of the website*] ("Website"). [CONTRIBUTOR WRITER] is a [jurisdiction] resident whose principal place of business is [\_address] ("CONTRIBUTOR WRITER"). This CONTRIBUTOR WRITER Submission Agreement ("Agreement") states the terms and conditions under which a CONTRIBUTOR WRITER may provide content, in the form of "blog" forum-style postings, to the Website.

**Acceptance of CONTRIBUTOR WRITER Submission Agreement.** By accessing and using the Website and providing CONTRIBUTOR WRITER Submissions, as defined below, CONTRIBUTOR WRITER hereby accepts and agrees to the Website's Terms of Use, Privacy Policy, which are herein incorporated, and this Agreement's terms and conditions. Should CONTRIBUTOR WRITER NOT accept these terms and conditions, CONTRIBUTOR WRITER must not access or nor otherwise use the Website. Company hereby reserves the right to alter its Terms of Use, Privacy Policy, and this Agreement at its sole discretion and without notice. The most current version of this Agreement and the Website's Terms of Use and Privacy Policy may be found at [website/BSA].

**2. Term.** The term of this Agreement ("Term") will commence on the Effective Date and continue in full force and effect thereafter for twelve (12) months unless and until terminated pursuant to Section 4.

### **3. Termination.**

a. Occurrence. Either party may terminate this Agreement upon thirty (30) days written to the other party. Company may terminate this Agreement immediately and upon written notice if CONTRIBUTOR WRITER at any time breaches any of the terms or conditions of this Agreement or fails to perform fully any of its duties or obligations as set forth herein.

b. Effect of Termination.

1. Submissions. Upon termination of this Agreement, CONTRIBUTOR WRITER shall cease all services under this Agreement. Upon termination of this Agreement, CONTRIBUTOR WRITER shall deliver to Company all copies of the Work Product, including, without limitation, any copies on electronic media and any work-in-progress.

2. Survival. Sections 7 shall survive the termination or expiration of this Agreement.

**4. CONTRIBUTOR WRITER Submission Services.** Pursuant to the terms of this Agreement and as Company may request from time to time, CONTRIBUTOR WRITER shall create and provide Submissions for Company's approval. Prior to posting any Submission to the Website, or to, on, or through any other media outlet, CONTRIBUTOR WRITER shall obtain prior-approval of each Submission from Company.

### **5. Payment.**

a. In consideration for the services rendered and for each submission on the Website provided by CONTRIBUTOR WRITER to the Company, it is agreed and understood that Company, may but it is not obligated to pay CONTRIBUTOR WRITER a free-

lance fee that shall be determined between the parties on a case-by-case scenario. . In case Company pays CONTRIBUTOR WRITER the free-lance fee it is agreed and understood that CONTRIBUTOR WRITER, as independent contractor, shall submit to the Company a form W-9 if CONTRIBUTOR WRITER is a U.S. Resident or Form W-8BEN in case CONTRIBUTOR WRITER is not a U.S. Resident. (See Article 10 below).

b. In addition, if as a consequence of CONTRIBUTOR WRITER's submission, the company to whom the Submission refers decides to become a client of the Company by placing an advertisement on the Website and by paying Company a certain advertisement fee, it is agreed that CONTRIBUTOR WRITER shall be entitled to a commission equal to 5% (five percent) to be calculated on the advertisement fee paid by client to Company.

#### **6. Obligations.**

a. General Standard. CONTRIBUTOR WRITER shall perform the services under this Agreement in a professional and timely manner in accordance with (no less than) generally accepted industry standards. Moreover, except as set forth herein, CONTRIBUTOR WRITER shall otherwise retain the discretion to determine the means and the manner in which CONTRIBUTOR WRITER fulfills its responsibilities under this Agreement.

b. FTC Compliance. The Federal Trade Commission ("FTC") has promulgated rules which govern what online marketers can and cannot say in the course of marketing or endorsing a product, or writing a blog post to those effects. CONTRIBUTOR WRITER hereby agrees to disclose within CONTRIBUTOR WRITER's Submissions that CONTRIBUTOR WRITER has been asked by Company to provide the Submissions. CONTRIBUTOR WRITER also hereby agrees to disclose within CONTRIBUTOR WRITER's Submission whether, if any, remuneration or compensation you have received, in any form, from Company for providing the Submission.

c. Equipment and Material. Unless otherwise agreed to by the parties in writing, CONTRIBUTOR WRITER shall be responsible for all materials, equipment, copies, media, etc. necessary to create and provide Submissions.

d. Non-Disparagement. CONTRIBUTOR WRITER shall create and provide Submissions in a manner that reflects favorably on Company, its Website, and its customers. In connection with this obligation, CONTRIBUTOR WRITER agrees that CONTRIBUTOR WRITER will act at all times with due regard to public morals and conventions and in accordance with all applicable laws, rules, and regulations as well as any applicable rules or requirements of professional associations and organizations. Moreover, CONTRIBUTOR WRITER will not engage in any deceptive, misleading, or unethical practices and shall make no false or misleading statements about Company (including, without limitation, Company's managers, officers, directors, and employees) or Company's Website. If at any time CONTRIBUTOR WRITER does any act which amounts to a felony or a misdemeanor under federal, state, or local laws or harms, tarnishes, or damages Company or the business conducted by it, Company shall have the right to terminate this Agreement immediately simply by providing written notice to CONTRIBUTOR WRITER.

**7. Intellectual Property Ownership.** a. Ownership. CONTRIBUTOR WRITER acknowledges that, although he/she is entitled to the Submissions as the sole author and owner, CONTRIBUTOR WRITER shall be limited to use the Submissions only on CONTRIBUTOR WRITER's blogger or website. In such occasion it is agreed and understood by CONTRIBUTOR WRITER that CONTRIBUTOR WRITER's posting the Submission on his/her own blog or website shall include also a link to the Company's website.

b. Use of Third-Party Materials. It is additionally agreed and understood that CONTRIBUTOR WRITER shall not use or publish the Submission on any third-party websites, magazines (online and/or printed), blogs, etc. without Company's prior written consent. Failure by CONTRIBUTOR WRITER to comply with the obligation contained herein will cause Company's substantial monetary damages for which CONTRIBUTOR WRITER shall be held responsible.

**8. Representations and Warranties.** CONTRIBUTOR WRITER hereby represents and warrants that: (i) it has the legal right and authority to enter into this agreement; (ii) CONTRIBUTOR WRITER's performance and the rights granted to Company hereunder shall not conflict with or violate any commitment or agreement CONTRIBUTOR WRITER has to any other person or entity hereunder or the full enjoyment by Company of the rights herein granted; (iii) CONTRIBUTOR WRITER shall perform its duties fully and to the best of its abilities; and (iv) the materials provided by CONTRIBUTOR WRITER shall not violate any law nor infringe upon nor violate any rights of any person, firm, corporation or entity including, but not limited to, the right of privacy, right of publicity, or the right against libel or slander.

**9. Indemnification.** CONTRIBUTOR WRITER agrees, at its sole expense, to indemnify, defend, and hold harmless Company and Company's respective affiliates, officers, directors, shareholders, representatives, successors, assigns, employees, agents, distributors, and licensees from and against any judgment, action, losses, deficiencies, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with or arising from any claim, suit, action or proceeding brought against Company and/or Company's respective affiliates, officers, directors, shareholders, representatives, successors, assigns, employees, agents, distributors, or licensees out of or relating to: (i) a breach by CONTRIBUTOR WRITER of any representation or warranty contained in this Agreement; or (ii) any damage or injury to any person or property arising out of or relating in any way, directly or indirectly, to CONTRIBUTOR WRITER's breach of this Agreement.

**10. General Provisions.** a. Independent Contractor. CONTRIBUTOR WRITER acknowledges that, pursuant to this Agreement, CONTRIBUTOR WRITER has been retained to act solely as an independent contractor to Company and will not be treated as an employee of Company. In such capacity, CONTRIBUTOR WRITER will act as an independent contractor and, except as otherwise specifically provided herein, have sole control of the manner and means of performing its obligations hereunder. CONTRIBUTOR WRITER will have no right, power, or authority to create any contract or obligation, or incur any liability, on behalf of, or binding upon, Company without Company's prior written consent. Further, this Agreement is not intended, and will not be construed, to render Company and CONTRIBUTOR WRITER partners, joint venturers or co-owners. CONTRIBUTOR WRITER acknowledges that

CONTRIBUTOR WRITER will be solely responsible for the timely reporting and payment of all federal, state, and local taxes applicable to the payments that CONTRIBUTOR WRITER receives from Company. To the extent required by law, Company will provide CONTRIBUTOR WRITER with an I.R.S. Form 1099 at the end of each calendar year during the Term. In order to meet federal regulations concerning tax-reporting requirements with independent contractors, CONTRIBUTOR WRITER shall furnish Company with its Employer Identification Number and/or Social Security Number. CONTRIBUTOR WRITER will not be eligible to receive any vacation pay, sick pay, overtime pay, workers' compensation coverage, unemployment insurance, severance benefits, health insurance, retirement benefits, or other benefits of any type from Company.

b. No Waiver. Except as otherwise provided herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law: (i) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by a party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by such party; (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

c. Headings. The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

d. Notices. All Notices and other communications hereunder will be in writing and will be deemed given when received if delivered personally or mailed by registered or certified mail (return receipt requested), sent by facsimile with a copy via earliest overnight delivery and confirmation of facsimile received, or sent by recognized overnight delivery service, return receipt requested, to the parties at the following addresses and facsimile numbers (or at such other address or number for a party as will be specified by like notice):

1. If to Company [company\_contact\_nfo]
2. If to CONTRIBUTOR WRITER: [CONTRIBUTOR WRITER\_contact\_info]

e. Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party hereby agrees that any dispute or action arising out of or relating to this Agreement shall be commenced only in the state or federal courts located in New York, NY. Each party hereby consents and irrevocably submits to the exclusive jurisdiction of such courts for any such dispute or action, and waives any objections to such courts based on venue or the doctrine of

*forum non-conveniens*.

g. Assignment. CONTRIBUTOR WRITER may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to this Section.

h. Merger. This Agreement is the entire agreement between the parties hereto, and replaces any and all prior negotiations, representations, or agreements between the parties, whether oral, electronic, or written, pertaining to the managerial relationship outlined herein. The parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement. During the term of this Agreement, it is understood and agreed that there shall be no change or modification of this Agreement unless reduced to writing and signed by all parties hereto.