

WORK-FOR-HIRE WRITING AGREEMENT

This Work-for-Hire Freelance Writing Agreement ("Agreement") is hereby entered into as of this Day day of Month, 2016 ("Effective Date") between the Ghostwriter and Client noted below, with respect to the Services and Project defined herein below.

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Writer Name ("Ghostwriter"):

□Address: Writer Home or Business Address □

Contact: Writer Contact Name

□Telephone: Writer Telephone □

Email: Writer Email

□□Client Name ("Client"): □

Business Name: Client Business Name

Address: Client Home or Business Address□

Contact: Client Contact Name

□Telephone: Client Contact Telephone □

Email: Client Contact Email□

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Terms & Conditions

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SERVICES/ PROJECT.

Subject to the terms and conditions set forth herein, Client hereby engages Ghostwriter to perform, and Ghostwriter agrees to perform, professional freelance writing services ("Work") to be performed on/for the following project (s):

List Project(s) ("Project")

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DELIVERABLES; DISCRETION.

Upon completion, Ghostwriter shall submit the completed Project in written form in format reasonably acceptable to Client. Subject to the terms set forth herein, including Paragraph 3 below, the manner and method of producing the Project is solely at the discretion of Ghostwriter as long as they comply with Client requirements, which Client shall communicate in writing to Ghostwriter. Ghostwriter is obliged to work only on the Project and the Client is not entitled to demand Ghostwriter's engagement in another project unless or until Client and Ghostwriter enter into a separate agreement to cover such project on mutually agreed-upon terms. □

□OBLIGATIONS AND WARRANTIES OF GHOSTWRITER.

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(a) Upon submitting the Project to the Client, Ghostwriter represents and warrants that the Project (or any part of it):□□is plagiarism-free and original; complies with all requirements

provided by the Client; has not been obtained by unlawful means; has not been previously published in any manner or medium, specifically including but not limited to, print or electronic means.

□□

(b) The Ghostwriter acknowledges and agrees that if they fail to adequately complete the Project by the due date the Client has the sole right to cancel this Agreement; provided that Client must pay Ghostwriter a reasonable prorated amount of the Fees proportionate to that portion of the Project completed to date. If the Ghostwriter fails to meet the Project deadline, they must contact the Client to request deadline extension at least 24 hours prior to the due date. Extension is not guaranteed and can be granted at Client's sole discretion.

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(c) The Project must conform to general readability standards as determined by the Client. Ghostwriter acknowledges and represents that if the Project fails to conform to the general readability standards, the Client has the sole right to request immediate revision of Project, deny payment, and/or cancel this Agreement. □□

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COMPENSATION; CHANGES.

Client agrees to pay Ghostwriter: □□\$___ per hour

□ If the parameters of the Project changes, or if it involves much more time than originally estimated, Ghostwriter will inform Client and they can renegotiate compensation. Ghostwriter will bill for half of the total estimated cost when Ghostwriter begins the Work and the rest upon completion. Ghostwriter will submit the final invoice for the Work upon receiving approval from Client. If Ghostwriter has not received any comments or revisions within a week of submitting a completed draft, Ghostwriter will send the invoice. □

Ghostwriter is responsible for the payment of all federal, state and/or local taxes with respect to the Work he/she performs for the Client as an independent contractor. The Client will not treat Ghostwriter as an employee for any purpose. □□ Any verbal or written changes made by Client to the scope of the Work following its initiation by Ghostwriter are subject to additional charges. Should such changes negate any part of the Work already completed at the time of the changes, Client accepts responsibility for payment of the completed work and all services related to it, in addition to charges for the change itself. □ □

PAYMENT AND COLLECTION; JURISDICTION.

Unless otherwise specified in writing, invoices not paid within 30 days of the invoice date will accrue interest at 1.5% per month. Client agrees to pay for each check returned for insufficient funds or any other reason \$35 per occurrence or 5% of the value of each returned item, whichever is greater. Client agrees to pay all reasonable attorney's fees (at least 15% of all amounts due, including interest) if any account is placed with an attorney for collection. Client agrees that the purchase of the services described herein constitutes "doing business" in the

State of Ghostwriter's Residence and submits itself to the jurisdiction of the State of Jurisdiction with respect to any suit brought by Ghostwriter to collect any sums hereunder. The parties agree that the only venue for any suit brought by either of them with respect to the services sold hereunder shall be in the State Court of Venue County. □

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INDEPENDENT CONTRACTOR STATUS.

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(a) The parties expressly agree and acknowledge that the relationship created by this Agreement is one of Independent Contractor. Ghostwriter is not the employee of the Client. The Ghostwriter agrees to be treated as an Independent Contractor for all employment purposes. Therefore, no payroll deductions for employment taxes or insurance of any kind shall be paid by the Client for or on Ghostwriter's behalf. Payroll deductions, employment taxes and insurance that are subject to this paragraph include but are not limited to FICA, federal, state, and local income tax withholding; state disability insurance; state unemployment insurance; and workers compensation insurance.

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(b) In order to meet State and Federal rules and regulations applicable to Independent Contractor status, the Ghostwriter must meet the following criteria: (i) be engaged in a distinct occupation or business; (ii) perform services without direct supervision; (iii) provide tools & equipment for said services; and (iv) provide business license, and/or Federal I.D. number, or valid Social Security Number. □□

(c) The Ghostwriter shall not hold himself/herself out to the public as an employee, agent, or partner of or with the Client. The Client is engaged in the business of Client's Business and is not an employer, partner or joint venture of or with the Ghostwriter. □ □MATERIALS. The Client agrees to furnish the Ghostwriter with all necessary materials needed to complete the Work described herein. Such materials may include, but are not limited to, podcast files, articles, training documents, client's products, passwords/logins, marketing collateral, feedback and guidance on what the Client's objectives are, and other materials. □

TERM; TERMINATION.

This Agreement will begin on the Effective Date set forth above and shall continue until terminated as provided herein by either party. If either party violates a term of this Agreement, then the other party (the "Non-breaching Party") may terminate this Agreement, effective immediately upon delivery of written notice of termination by the Non-breaching Party. Notwithstanding the foregoing, either party may terminate this Agreement at any time for any or no reason, effective upon three (3) days written notice. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any Work performed by Ghostwriter toward the completion of the project based on the percentage of project completed. Should Client cancel the project following its completion, Client is responsible for full payment as per the above estimate plus all other expenses incurred. □

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OWNERSHIP/COPYRIGHT.

All original Work created for this project shall be considered "work-for-hire" performed in the United States of America. The copyright for all Work produced under this agreement shall belong to the Ghostwriter until 100% of payment has been received. Upon receiving full payment, the Ghostwriter shall transfer all rights to the Client. Client shall exclusively own in perpetuity all now known or hereafter existing rights of every nature worldwide pertaining to such Work in or as part of any version of the Client's publications that are published in print or displayed through computer-assisted and other interactive media such as the Internet and World Wide Web (collectively the "Rights"). Ghostwriter hereby irrevocably grants and assigns to the Client all Rights for the Work free from any restrictions and limitations.

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CONFIDENTIALITY.

The Ghostwriter agrees to abide by the provisions of the Personal Information Protection of Electronic Documents Act and that any and all information provided by the Client (the "Information") shall be kept strictly confidential. The Consultant agrees not to, at any time, or in any manner, either directly or indirectly, use any information for the Consultant's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of the Client. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement. □ □

INDEMNIFICATION.

Client agrees to hold Ghostwriter harmless for any such damages that may arise from Ghostwriter's work product. In no event shall Ghostwriter be liable for any direct, indirect, punitive, incidental, special consequential damages whatsoever arising out of or connected with the use or misuse of her work product. Ghostwriter assumes no responsibility for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever (including without limitation, those resulting from her work product or from:

- (1) user or Client reliance on the materials or documents produced
- (2) costs of replacement writings, training, or documents
- (3) loss of use, data, or profits
- (4) delays or business interruptions,
- (5) and any theory of liability, arising out of or in connection with the use or performance of Ghostwriter's work whether or not Ghostwriter has been advised of the possibility of such damages. □

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FINAL AGREEMENT.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. □

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SOLE AGREEMENT; AMENDMENTS.

The agreement contained in this Contract constitutes the sole agreement between the Ghostwriter and the Client regarding the project outlined above. Any additional work not specified in this contract requires a separate agreement. □

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GOVERNING LAW.

This contract will be governed by and construed in accordance with the laws of the State of Governing Law, without giving effect to its choice of law rules. □ □

ENTIRE AGREEMENT; AMENDMENTS.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

□ I, Client Name, assert that I have the authority to promise payment for the services rendered by Ghostwriter for the aforementioned Work. I assert that I have read, understood and agree to the terms of this Work-for-Hire Writing Agreement. □ □

Client Signature

I, Ghostwriter Name assert that I have read, understood and agree to the terms of this Work-for-Hire Writing Agreement.

Ghostwriter Signature